

**LEGISLATIVE AND LABOR RELATIONS,
PROFESSIONALIZATION, AND POLICY DEVELOPMENT
DADE COUNTY PUBLIC SCHOOLS
1450 N.E. SECOND AVENUE, SUITE 562
MIAMI, FL 33132**

Successor Contract

Between

the

DADE COUNTY PUBLIC SCHOOLS

and the

UNITED TEACHERS OF DADE
FEA/United, AFT, Local 1974, AFL-CIO

July 1, 1994 - June 30, 1997

Bargaining Unit Ratification: October 3-4, 1994
School Board Ratification: October 5, 1994

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Douglass Elementary School

Ms. Clara Skelton
Campbell Drive Elementary School

Ms. Brenda Wallace
Buena Vista Elementary School

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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 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 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rules, directives and memoranda in effect on the date this Agreement is executed, shall not be changed, modified, or repealed during the term of this Contract without mutual consent of the parties.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. Bargaining Agent Representative (BAR) -- The Bargaining Agent Representative (BAR) is the official Union field representative charged with the general responsibility for monitoring compliance with the DCPS/UTD Labor Contract, grievances, security investigations, and coordinating other Union activities. The duties of the UTD BAR 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 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.

ARTICLE I (cont.)

- 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 Faculty Council/Shared Decision-Making 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 deputy superintendent who, by nature of the organizational structure of the 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

ARTICLE I (cont.)

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 Dade County School Board, as employer.
- Q. Principal -- The chief administrator of a school site.
- R. School Board -- The School Board of 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 Dade County.
- S. School Board Rules -- That body of rules adopted by The School Board of 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 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/United, AFT Local 1974, 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.

ARTICLE I (cont.)

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 Dade County requires the full cooperative effort of all members of the 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 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 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 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.

ARTICLE I (cont.)

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, creed, color, national origin, sex, handicap, age or marital status 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, creed, color, national origin, sex, marital status, handicap, age, or membership or participation in, or association with, the activities of the Union.

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

ARTICLE I (cont.)

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 Legislative and Labor Relations, Professionalization, and Policy Development, a representative from Personnel Management and Services, 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 Executive Vice President 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 Executive Vice President or his/her designee(s) and the Deputy Superintendent for Legislative and Labor Relations, Professionalization, and Policy Development 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. Deputy superintendents, associate superintendents, assistant superintendents, and other administrators shall meet with the UTD Executive Vice President or designee(s), 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 earn continuing contracts on or before July 1, 1984 shall retain continuing contract status under the provisions of Florida Statutes, Chapter 231, 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 such conditions and procedures, as established through negotiations by UTD and DCPS. Any employee who agrees to relinquish continuing contract status will be issued a professional service contract, as established in Florida Statutes, Chapter 231.36.

B. Probationary Status/Annual Contract

Annual contracts will be issued to all eligible instructional employees who are on probationary status.

This category comprises: (a) participants in the Professional Orientation Program (POP); (b) all teachers new to Dade County who do not hold or who have not previously held a continuing contract or professional service contract in another district in the state; (c) teachers who do not have a valid regular certificate; and, (d) all teachers 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 DCPS who successfully complete three years of probationary service, including the POP where applicable, hold a regular teaching

ARTICLE IV (cont.)

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.

A professional service contract shall be renewed each year, unless the Superintendent, after receiving the recommendations required by Florida Statutes, Chapter 231.29(5), charges the employee with unacceptable performance and has notified the employee, in writing, not later than six weeks prior to the end of the post-school conference period. If the employee is rated as unacceptable, he/she will have a subsequent year of employment to remediate the identified deficiencies and to improve to the point of receiving an acceptable assessment in accordance with Florida Statutes, Chapter 231.36(3)(e).

Not later than six weeks prior to the close of the subsequent post-school conference period, the Superintendent, after receiving and reviewing the recommendation required by Florida Statutes, Chapter 231.29(5), 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. If the performance deficiencies have not been corrected, the Superintendent may notify the Board and the employee, in writing, that the employee is not to be issued a new professional service contract.

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.

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.

ARTICLE IV (cont.)

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 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 have 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 acceptable annual evaluation.

ARTICLE IV (cont.)

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 workyear begins. The contract shall also be considered consummated where a reappointed employee is on personal leave without pay at the time the workyear 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 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 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

ARTICLE IV (cont.)

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 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 DCPS and is reemployed and holds a regular certificate, shall be granted a continuing contract, if said contract was issued prior to July 1, 1984. A teacher shall be issued a professional

ARTICLE IV (cont.)

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 of acceptable teaching performance in the DCPS. A teacher who leaves the employment of 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. DCPS/UTD Contract

The negotiated 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 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 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 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

DCPS will attempt to utilize its regular employees to perform work that is ordinarily and customarily performed by bargaining unit members; however, 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 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 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 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. Toward this end, each Faculty Council/Shared Decision-Making Cadre shall be afforded the opportunity to submit individualized proposals to the DCPS/UTD Committee for Disciplinary Alternatives. Such proposals may include, but need not be limited to, alternatives recommended in the report issued by the Ad Hoc Committee for Alternative Disciplinary Measures, which shall be made available to each Faculty Council/Shared Decision-Making Cadre.
- 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 report describing corrective action(s) taken. Guidelines for implementing this provision shall be developed by each Faculty Council/Shared Decision-Making Cadre.
- F. In the case of an intentional and deliberate assault and/or battery upon a 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.

ARTICLE VIII (cont.)

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 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, Sale, or Distribution of
Weapons, Possession, Use, Sale, and/or Concealment of	Breaking and Entering
Robbery/Armed	Inciting Individuals to Disrupt Any School Function or Class
Theft	
Extortion	

- 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.

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. Exceptional students enrolled in programs for the emotionally handicapped, severely emotionally disturbed, and autistic, because of the nature of their

ARTICLE VIII (cont.)

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. Students enrolled in other exceptional student education programs may also display behaviors that may require the use of restraint.

- 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. Subject to available funding, teachers or paraprofessionals shall, upon request, be afforded an opportunity to learn physical restraint techniques.
- D. 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.
- E. 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 for implementation specific physical restraint procedures to be used in programs for the emotionally handicapped, severely emotionally disturbed, and autistic. These specific procedures may also be used with other exceptional students when it is indicated on the student's Individualized Education Program (IEP). These procedures include, but are not 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.
- F. 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).

ARTICLE VIII (cont.)

- H. The use of physical restraint techniques shall be discussed as part of the IEP review development process. The Local Education Agency (LEA) representative, at the initial IEP meeting and/or annual review, shall provide notification to parents of physical restraint procedures. When parents or surrogates are not present at the meeting, written notification to them regarding the use of physical restraint will be provided.

- I. For an exceptional student enrolled in a program other than for the emotionally handicapped, severely emotionally disturbed, or autistic, a recommendation for the use of board-approved physical restraint procedures must be made by the multi-disciplinary team and be documented on the student's IEP form before the use of such procedures may be authorized.

- J. 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/region 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. In selecting teachers for new positions created at or before the beginning of the school year, consideration shall be given to members of the staff before applicants outside the school are considered for such positions.

ARTICLE IX (cont.)

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.

ARTICLE IX (cont.)

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 designated adult education programs for the entire school year.

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) jointly developed by the principal and Faculty Council 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 Executive Vice President 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 Region 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.

ARTICLE X (cont.)

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 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 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.

ARTICLE XI -- INSTRUCTIONAL PLANNING

Instructional planning is essential to effective instruction. 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 lesson plans to meet such instructional objectives are best developed by the teacher for his/her use and shall be governed as follows:

1. Classroom teachers are required to develop weekly lesson plans which shall reflect one or more objectives, activities, homework assignments, and a way of monitoring student progress. Principals or supervising administrators may suggest, but not require, a particular format or organization.
2. Only where a principal has documented deficiencies through classroom observation, using the Teacher Assessment and Development System (TADS), may a teacher be required to use a set form in preparation of lesson plans.
3. Teachers shall not be prohibited from reflecting required lesson plan components through abbreviated notation and/or referencing techniques.
4. Continuing contract and professional service contract teachers shall not be required to submit lesson plans on a weekly basis to the principal or his/her designee, except as stipulated below:
 - a. Lesson plans shall be available to the principal or designee during classroom visit(s) and/or immediately prior to an official observation.
 - b. Where performance deficiencies have been documented through classroom observation, using the categories of the TADS, the teacher may be required to use a specific format in the preparation of lesson plans and to submit such plans for review on a weekly basis.
5. To ensure that the appropriate scope and sequence of the instructional program are maintained, all teachers shall retain their lesson plans for the current school year for review by the principal or designee, upon request.
6. Emergency lesson plans for use by substitute teachers shall be prepared in accordance with reasonable procedures established by the principal or supervising administrator.

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

ARTICLE XI (cont.)

For purposes of this Article, "classroom teachers" shall exclude support personnel, such as counselors, media specialists, school psychologists, and school social workers, when not engaged in instructional activities.

ARTICLE XII -- HIRING, ASSIGNING AND TRANSFERRING
INSTRUCTIONAL PERSONNEL

Section 1. Hiring and Assignment of Instructional Personnel

Hiring of instructional personnel is a centralized function. The selection of teachers for a particular location (assignment), except for schools on controlled status, is the responsibility of the principal, from among those employees who have been placed under contract by DCPS.

Controlled-status schools are those schools whose faculty ratios are not in compliance with the administratively established racial ratios or which do not have at least one black staff member assigned to counseling duties at each secondary level. For controlled-status schools, all assignments require approval by the appropriate region office. Refusal to accept an assignment shall result in the dismissal of the employee.

Section 2. Teacher Certification

- A. Certification and recertification of DCPS personnel are authorized by Florida Statutes, Chapter 231 and State Board Rule 6A-4.
- B. The 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 Personnel Management and Services.
- E. Certification - New Teachers
 - 1. All newly-hired elementary school teachers shall be appropriately certified. In the event that it is necessary to hire an elementary teacher out-of-field, the principal shall obtain verification from the Office of Personnel Management and Services that no qualified applicants are available for the position. The Office of Personnel Management and Services 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

ARTICLE XII (cont.)

per year toward certification in the appropriate field.

2. Newly-hired secondary school teachers shall be assigned according to their areas of certification. If, in the best interest of the school system, it becomes necessary to assign a secondary school teacher out-of-field, it shall be for no more than two periods per day. Such decision shall be based upon an analysis of the training, background, and experience of the teacher, which shall be judged by the principal to be in keeping with the out-of-field assignment. Such assignment shall be made only when it is not possible to assign a teacher who is certified in the affected field.
 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 Deputy Superintendent for Personnel Management and Services.
- F. Employees hired as teachers prior to the 1988-89 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, 1996, or shall be subject to reassignment in-field if a position is available or be subject to termination. Severe extenuating circumstances may be appealed to the Deputy Superintendent for Personnel Management and Services.
- G. The parties agree to establish a joint Ad Hoc Teacher Certification Committee, to be appointed by the Superintendent and the UTD Executive Vice President, 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. If the individual continues in the out-of-field assignment, in ESOL only, 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.

Section 3. Appointment/Reappointment

- A. All employees of the school system are appointed by the Board, upon the nomination of the Superintendent.

ARTICLE XII (cont.)

- 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 Region 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 reemployed 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 reemployed 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 Personnel Management and Services has determined that no qualified teachers are available. Approval for such employment will be made on an individual basis by the Deputy Superintendent for Personnel Management and Services (or designee). Such employees shall receive the same pay and benefits as regular full-time teachers for the term of their employment contract.
- E. Reemployed 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 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

ARTICLE XII (cont.)

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 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. 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 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 DCPS, regardless of work location where such service was performed, are to be

ARTICLE XII (cont.)

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 Personnel Management and Services 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 Personnel Management and Services 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 Personnel Management and Services.
- 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 DCPS (not present school) will be declared surplus.

ARTICLE XII (cont.)

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 declaring of surplus personnel adversely affects the federal court-ordered racial balance of the faculty, the person declared surplus shall be the employee whose race least adversely affects the racial balance.
- H. 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.
- I. Employees should not be reassigned, except as a result of reduction in allocation, or on a voluntary basis, or as described in Section 6M of this Article.
- J. 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.
- K. 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;

ARTICLE XII (cont.)

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.

L. Determinations of surplus personnel for employees assigned by region offices 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 region office, 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 Region Superintendent or designee. Where requested by the Union, the Region Superintendent or designee shall confer with the Bargaining Agent Representative (BAR) regarding the need for such an exception.

M. 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 Region 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 Region Superintendent shall be given in writing to the

ARTICLE XII (cont.)

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 the following sports: baseball, basketball, football, gymnastics, soccer, swimming, track, wrestling, softball, and volleyball.

Building stewards 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. Transfer Applications -- Applications for transfers may be submitted, on forms furnished by the Board, anytime after February 1 for the following school year. Requests will remain active until the following January 31. Teachers on prescription are not eligible for transfer.
- B. Location Request -- Applicants shall have the opportunity to request up to six schools or up to two regions.
- C. Application Notification -- The Office of Personnel Management and Services 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.
- D. 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 Dade County limits, to the work location; or,

ARTICLE XII (cont.)

- 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 for the remainder of the year.

2. High Priority Location Transfers -- Teachers assigned to a high priority location will receive priority consideration for transfer if such assignment occurred prior to the 1992-93 school year. This consideration shall be in effect through the 1995-96 school year.
3. Voluntary -- All other transfers shall be classified as voluntary and shall be given consideration for filling vacancies prior to selecting new hires.

E. 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.

F. 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.

G. Disapproval of Voluntary Transfer Requests

1. Reasons for disapproval of voluntary transfer requests by the sending principal are:
 - a. unavailability of a suitable replacement if the school's faculty racial ratio would be adversely affected. 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

ARTICLE XII (cont.)

provide a suitable replacement, the transfer will be approved;

- 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.

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 Deputy Superintendent for Personnel Management and Services. 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 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; or,
 - c. principal has documented specific, adverse 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 Deputy Superintendent for Personnel Management and Services or designee.

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 and the Office of Personnel Management and Services shall review the pertinent procedures through a joint committee established to review transfer procedures.

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 Region 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.

ARTICLE XII (cont.)

Section 9. Professional Growth Program (PGP)

The parties agree to the elimination of the Professional Growth Program (PGP), effective July 1, 1993. Teachers in active enrollment status (during 1992-93 school year) and who remain otherwise eligible shall be allowed to complete their Master's, Specialist, or Doctoral course work, as previously established.

Section 10. 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

- A. The Board and the Union reaffirm their commitment to quality education. The parties agree that assessment of teaching performance is predicated upon the expectation of ongoing professional growth and that the primary objective of evaluation is to improve the effectiveness of all teachers.
- B. 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 performance, using the TADS. In accordance with Florida Statutes, no disciplinary action shall be taken, based on incompetence in the absence of documentation and procedures required by TADS.
- C. All documents and procedures pertaining to observation/assessment are hereby incorporated and made a part of this Contract, and there shall be no unilateral changes. Required procedures and standards for observation/assessment are specified in Procedures for Observation and Evaluation of Teaching (Revised August 1988).
- D. The parties agree to establish a joint committee to modify Procedures for Observation and Evaluation of Teaching (Revised August 1988) and other documents referenced and made a part of this Contract to bring them into compliance with current statutes and State Board Rules, as necessary, and to make the terminology employed consonant with the professionalization of teaching.
- E. In recognition of the continuing commitment to quality education and optimum teacher effectiveness and professional growth, the parties agree that a comprehensive review of the utility and effectiveness of the TADS shall be undertaken during the 1994-95 school year. A report of findings and recommendations shall be provided to the Superintendent and UTD Executive Vice President for consideration.

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 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 DCPS, to fulfill the obligations of the school system (as stipulated in this Article) to identify professional

ARTICLE XIII (cont.)

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

Observations/assessments shall not be scheduled to occur during program reviews/audits by district or region office personnel.

Any teacher whose performance is assessed unacceptable in any observation category shall be entitled to a plan of professional growth practices which shall include reasonable timeframes for implementation. The established teacher assessment/evaluation instrument and procedures shall be used for identification of any teaching deficiencies and the plan of appropriate professional growth practices. Teachers for whom professional growth practices are required may present alternative plans for the principal's consideration. The function of such practices is to assist the teacher in professional growth. Such practices may include, but are not limited to, in-school assistance, Teacher Education Center offerings, and staff development courses. Teachers shall follow the growth practices required. Failure to implement required professional growth practices or to correct deficiencies for which professional growth was required shall constitute just cause for disciplinary action in accordance with the due process provisions in this Contract.

Where an administrator has substantiated, through two formal observations, as stipulated above, that teaching is unacceptable in any of the observation categories, DCPS may utilize diagnostic tests and assessment techniques to identify teaching weaknesses and strengths and to assist in selecting appropriate professional growth practices to improve teaching performance. The teacher shall cooperate with DCPS' efforts to diagnose any deficiency. Where teaching deficiencies are diagnosed as a result of tests or assessment techniques, DCPS shall require professional growth practices which shall be obligatory on the teacher.

Appropriate implementation of DCPS' required teaching observation/assessment procedures is a priority responsibility of the supervising administrator.

A major responsibility of the department head/grade-level chairperson is to assist teachers in developing and maintaining quality instructional 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 assessment form(s) or the annual evaluation form.

ARTICLE XIII (cont.)

TADS procedures require two Classroom Assessment Instrument (CAI) observations, in order to arrive at a summative decision, except that for personnel on continuing contract or professional service contract status, a single CAI observation, if acceptable, suffices.

The Office of Professional Standards will provide to the Union the names of teachers recommended for non-reappointment, removal of tenure, non-renewal of professional service contract, and 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/assessments, 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/assessment procedures have been adhered to.

Section 3. Assessment Procedure - Minimum Requirements -- Full Requirements and Procedures are Specified in TADS and in Procedures for Observation and Evaluation of Teaching

Assessment for each employee shall be conducted in accordance with mutually agreed upon observation/evaluation procedures and in accordance with applicable Florida Statutes.

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

A written report of each assessment shall be made, and a copy shall be given to the employee no later than five days after the assessment takes place. The written report of assessment shall be discussed with the employee by the person responsible for preparing the report. The employee shall have the right to initiate a written response to the assessment, and the response shall become a permanent attachment to his/her personnel file.

In the event an employee is not performing his/her duties in a satisfactory manner, the evaluator shall notify the employee, in writing, of such a determination and describe such unsatisfactory performance. The assessor shall, thereafter, confer with the employee and make recommendations as to specific areas of unsatisfactory performance and provide assistance in helping to correct such deficiencies within a reasonable prescribed period of time.

A complete statement of the assessment criteria shall include, but shall not be limited to:

1. ability to maintain appropriate discipline;

ARTICLE XIII (cont.)

2. educational qualifications;
3. knowledge of subject matter, provided current instructional assignment is in a field for which certification is held;
4. efficiency;
5. student progress toward instructional goals, based on student ability; and,
6. satisfactory use of assessment criteria and procedures by the individual having assessment responsibilities.

Section 4. Teacher Assessment and Development System (TADS) Highlights

- A. Categories - The Teacher Assessment and Development System (TADS) consists of seven categories which are identified in the instrument by Roman numerals.

Categories I-VI are assessed by classroom observation. Category VII is assessed on an on-going basis. Data for Category VII are used only in making decisions relative to the DCPS annual evaluation. Unacceptable performance must be substantiated with the appropriate documentation.

- Category I - Preparation and Planning
- Category II - Knowledge of Subject Matter
- Category III - Classroom Management
- Category IV - Techniques of Instruction
- Category V - Teacher-Student Relationships
- Category VI - Assessment Techniques
- Category VII - Professional Responsibilities

- B. Indicators - are identified in the instrument by capital letters. Requirements for receiving credit for each indicator are specified in the CAI Post-Observation Report Form which the assessor completes, subsequent to the observation.
- C. Teaching Behaviors - are identified in the instrument by Arabic numerals. The number of teaching behaviors required for each indicator is specified in the decision rule, which follows each indicator.
- D. The TADS Interpretive Guide also includes Auxiliary Teaching Behaviors (ATBs), which are shown in italics. These behaviors do not enter into the decision-making process for any CAI category or indicator. Rather, they provide a basis for observers to help teachers further diagnose teaching strengths and weaknesses and to improve areas where deficiencies have been documented.

ARTICLE XIII (cont.)

- E. Decision Rules - are stipulated in the instrument for each category, as well as each indicator. The observer must adhere to these decision rules.
- F. Aggregation of Data - are aggregated in accordance with TADS procedures and under the following conditions:

1. for any teacher whose contractual status requires more than one observation; and,
2. whenever a CAI observation results in the teacher being required to complete a plan of professional growth practices.

Exception: Data from an external review result in a summative decision and are not combined with data from any other observations.

- G. Length of Observation

1. Beginning and ending times must be recorded by the observer on the CAI Post-Observation Report.
2. All observations shall last a minimum of 30 minutes; however, in order for teaching performance to be assessed as unacceptable, the assessor must observe for the full period/lesson.

- H. Required Professional Growth Practices

1. If a CAI observation identifies unacceptable performance for one or more indicators, the teacher is required to complete a plan of professional growth practices.

Note: If requirements for an indicator have been met, per the decision rule for the indicator, no plan of professional growth practices is to be advanced for any teaching behavior not credited within that indicator.

2. Such a plan of professional growth practice(s) must be directly related to the deficiency(ies) and structured to include specific recommendations regarding technique(s), methodology(ies), and strategy(ies) to be used in remediating the deficiency(ies) and a timeline for completion of the plan.
3. Timelines for the completion of the plan of professional growth practices must be appropriate to the nature of the plan.

(Employees for whom a teaching performance deficiency(ies) is(are)

ARTICLE XIII (cont.)

identified during the second semester, plans of professional growth practices which cannot reasonably be completed by the conclusion of the school year, will be continued into the following year.)

4. When a plan of professional growth practice(s) is advanced for any indicator(s), follow-up observation is required.

Follow-up observations which occur prior to the completion of the professional growth practices timeframe(s) are informal and not a part of the formal assessment process.

I. Lesson Plans

Lesson plans must meet contractual agreements, as stipulated in Article XI of this Contract, except that for teachers of exceptional students, including speech/language pathologists, regular lesson plans or written IEP implementation plans suffice if they contain objective(s), activity(ies), a way of monitoring pupil progress, and correspond with the student's IEP.

J. Monitoring Student Progress

Refers to informal assessments, as required in Category VI, Section 4(A). Coded references to identified means of monitoring student progress are acceptable.

K. Use of Media

The use of media is not necessary in all lessons. If no media are necessary, the teaching shall be rated acceptable and each of the four teaching behaviors (Section E, Category IV) should be checked.

Media are things the teacher uses to show to, or work with, the class. Films, chalkboards, pictures, and materials for demonstrations are examples of media. Media used should be related to instructional objectives.

L. Lecture

Lecture is an appropriate instructional technique, provided it is not used repeatedly to the exclusion of other methods and provisions for student interaction are made within the lesson.

M. Closure

A lesson need not finish exactly with the bell. Appropriate closure activities may include use of individual classwork, use of available time to complete class

ARTICLE XIII (cont.)

assignments, preview of the next lesson, and similar tasks.

N. External Review

An External Review is a "two-on-one" observation which requires both an on-site building administrator and an off-site region or district office administrator to be in the teacher's classroom at the same time, observing the same lesson, and to rate the CAI items independently.

The External Review procedure is a requirement of the evaluation process when either of two conditions occur:

1. Two consecutive summative decisions of "unacceptable" are evident; or,
2. Four observations have been completed and no pattern of two consecutive acceptable or unacceptable summative decisions is evident.

O. Compliance with Procedures

Assessment/evaluation decisions shall be arrived at in compliance with all required procedures. Decisions arrived at, 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. Role of District Instructional Coordinators

Participation of District Instructional Coordinators in the observation process is defined in the "Procedures for Observation and Evaluation of Teaching". Data from these observations are for the express purpose of providing resource assistance only and shall not be aggregated as part of the assessment process.

District Instructional Coordinators, where requested by principals or region directors, may also conduct formal observations, using the TADS Classroom Observation Instrument. Such observations must also comply with procedures stipulated in the "Procedures for Observation and Evaluation of Teaching" and must be authorized in advance by the Region Superintendent.

External Reviews are not to be conducted by District Instructional Coordinators. Such reviews are to be conducted only by region directors, subject area supervisors, and authorized district office administrators.

Section 6. Monitoring of TADS Implementation

- A. To assure quality instruction of students and fair, equitable, and impartial assessment of teacher performance, the parties agree to establish a joint

ARTICLE XIII (cont.)

committee for the purpose of monitoring implementation of TADS.

- B. Appointments to the TADS Monitoring Committee (TMC) shall be made by the Superintendent and the UTD Executive Vice President and shall reflect equal representation of DCPS and the Union.
- C. The TMC shall serve as a forum for attempting resolution of observation/evaluation issues prior to the filing of a grievance. It is the intent of the parties that:
 - 1. The Union and the school-site principal, and appropriate Region Director, shall make every effort to obtain informal resolution of TADS issues;
 - 2. The Union shall expeditiously notify the TMC of the particulars of any issue(s) which remain unresolved, despite informal resolution efforts at the school site;
 - 3. The TMC shall review the issue(s) referred to it and render a finding in the shortest practicable timeframe, with copies of such finding to be transmitted to the bargaining agent and to the school-site principal;
 - 4. Disputes not resolved by the TMC shall be subject to the grievance procedure, beginning at Level III; and,
 - 5. 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.
- D. The TMC shall also be authorized to conduct visits to jointly-selected school sites for the purpose of resolving disputes and monitoring and enhancing TADS implementation.

Section 7. Applicability of Procedures

TADS may include jointly-developed performance assessment instruments for observing and assessing personnel not assigned as classroom teachers, but TADS procedures shall apply to all members of the bargaining unit assigned to positions requiring certification.

Section 8. 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 observations/assessments. The principal at the home-base school, for payroll purposes, shall be responsible for aggregation of any observation data and preparation of the annual evaluation report.

ARTICLE XIII (cont.)

Section 9. Professional Service Contract Personnel

The performance assessment rights of professional service contract employees, per Chapter 231.36(3)(e), Florida Statutes, are summarized in Article XXI, Section 1(B)(4).

Section 10. Physical/Occupational Therapists

Physical and Occupational Therapists shall be supervised and evaluated by the Office of Exceptional Student Education and Student Support Programs. A modified format of the current evaluation instruments for instructional personnel shall be used for such purposes.

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

ARTICLE XIV (cont.)

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 reemployed, 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

ARTICLE XIV (cont.)

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.

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

ARTICLE XIV (cont.)

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.

ARTICLE XIV (cont.)

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

ARTICLE XIV (cont.)

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

ARTICLE XIV (cont.)

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. Hardship Leave/Dire Emergency Leave

- A. An employee eligible for sick leave may receive extra hardship leave time for his/her own illness, up to a maximum of 30 additional workdays, for the same illness per fiscal year, provided that (30 workdays is the maximum allowed any

ARTICLE XIV (cont.)

fiscal year):

1. Documentary evidence is presented by a Board-approved physician to the Board providing that this particular illness necessitated confinement, either to home or hospital, which prevented the employee from reporting to work. The employee must be confined for 10 working days or more, without available sick leave, in order to receive this benefit;
 2. The time granted for extra hardship leave will be on the basis of one day for each two days of confinement (30 work days is the maximum allowed any fiscal year for any and all extra hardship leave); and,
 3. The word "confinement", as used in 1. and 2. above and B. below, means medical restriction requiring isolation from the work place, not physical enclosure.
- B. Dire emergency leave may be granted an employee eligible for sick leave, following a hardship leave, if the illness is the same one for which he/she was granted a hardship leave of absence. Documentary evidence from a Board-approved physician must be submitted with the application for dire emergency leave. This evidence must confirm that confinement, either to home or hospital, further prevented the employee from reporting to work. An employee must be confined for 10 working days or more, without available sick leave, in order to qualify for this benefit. Dire emergency leave will be computed on the basis of one day for each two days of confinement. This leave cannot exceed 30 workdays.
- C. Application for hardship or dire emergency leave must be submitted to the Department of Leave/Retirement/Unemployment Compensation no later than one year after the conclusion of the confinement period. Every attempt shall be made to process applications for hardship/dire emergency leave no later than 30 days after the medical opinion from a Board-approved physician is received by the Leave Department.

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

ARTICLE XIV (cont.)

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.

Section 15. Holiday Leave

- A. The following days shall be observed as legal holidays by all 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

ARTICLE XIV (cont.)

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 is to be terminated on his/her last workday prior to the holiday and is not eligible for holiday pay.

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

ARTICLE XIV (cont.)

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 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

ARTICLE XIV (cont.)

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 62.5 days annual leave. Any employee, whose annual leave accrual rate is governed in accordance with Section 16(A) and who accrues the maximum of 62.5 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. 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

ARTICLE XIV (cont.)

leave in excess of 62.5 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

ARTICLE XIV (cont.)

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.

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

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 DCPS immediately preceding the leave request, up to a maximum of four.

ARTICLE XIV (cont.)

2. Exceptions to such provision will be made only for extenuating circumstances, as determined by the Deputy Superintendent for Personnel Management and Services.
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 Personnel Management and Services, be reassigned to the same position at the same school, if the leave is for one year or less. 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.

ARTICLE XIV (cont.)

Unless the employee has notified the Office of Personnel Management and Services, requesting an extension of leave, and has received approval from the Office of Personnel Management and Services for such extension, failure to return at the expiration of such leave shall be deemed termination of employment with 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.

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:

ARTICLE XIV (cont.)

- (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 DCPS.
 3. Such leave may be granted for one of the following reasons:

ARTICLE XIV (cont.)

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

*In letters d, j, and k 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 DCPS. In the event of a dire emergency, office personnel with less than three continuous years of employment with DCPS may appeal to the Deputy Superintendent for Personnel Management and Services for such leave.

ARTICLE XIV (cont.)

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 Personnel Management and Services.
2. Such application must be supported and accompanied by the following:
 - a. identity of person in ill health;
 - b. statement from a 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:

ARTICLE XIV (cont.)

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 an infant child (i.e., one year of age or less) shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.
4. An employee who is granted a parental leave of absence, pursuant to the above, shall have the following reemployment rights:

When an employee notifies the supervising administrator or the Deputy Superintendent for Personnel Management and Services of the desire to return to active employment after parental leave, except for employees who return early, said employee shall immediately be assigned to the

ARTICLE XIV (cont.)

same position which the employee held at the time the leave commenced, with the exception that, if that position is no longer in existence, to a substantially equivalent position.

5. 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. 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 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 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 DCPS.
4. Extended professional leave shall not apply to employees in summer school.

Section 21. Professional Sabbatical Leave

The Board agrees to implement the DCPS Professional Sabbatical Leave Program for eligible employees for the term of this Agreement and is hereby incorporated by reference and made part of this Contract.

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

ARTICLE XV (cont.)

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.

ARTICLE XV (cont.)

- 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 hearing officer 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.
- 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.

ARTICLE XVI (cont.)

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.

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 Personnel Management and Services, 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 officer/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

ARTICLE XVI (cont.)

seniority as an officer, and then to the officially-designated steward. When employed in the summer program under this provision, the Union officer 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 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 Personnel Management and Services, 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 officer/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 officer shall perform the duties of a Union steward. Only one bargaining unit member per work location shall be granted this right.

ARTICLE XVI (cont.)

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 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.

ARTICLE XVI (cont.)

Section 6. 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 DCPS/UTD collective bargaining.

ARTICLE XVII -- PARAPROFESSIONAL/SCHOOL SUPPORT PERSONNEL

Section 1. Paraprofessionals

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.

B. Categories - Paraprofessionals I and II 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;

ARTICLE XVII (cont.)

- c. Migrant Tutors;
- d. Telecommunications Monitors;
- e. Programs for the Gifted;
- f. Programs for the Specific Learning Disabled; and,
- g. Chapter 1 Programs.

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, 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 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 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

ARTICLE XVII (cont.)

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.

E. Duties

1. The functions of teachers and paraprofessionals are clearly not identical. Paraprofessionals 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.
 - 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

ARTICLE XVII (cont.)

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 teachers for no less than 80 percent of the workday.
 - e. Paraprofessionals 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 may be assigned to operate audio-visual equipment.
 - i. Paraprofessionals may be assigned to playground supervision.
2. Job descriptions for paraprofessionals, and changes thereto, shall be developed by 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 Paraprofessional II's are absent. Substitute teachers may be utilized.

F. Hiring

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

ARTICLE XVII (cont.)

paraprofessionals 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 Deputy Superintendent for Personnel Management and Services, the paraprofessional may be hired or rehired at a salary step higher than the first step of the pay grade for the position being filled.

4. Reemployed paraprofessionals 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.
5. Full-time paraprofessionals new to DCPS shall participate in a comprehensive three-day orientation session which will immediately precede the first day of school for regular paraprofessionals. Such additional days shall be considered as part of the regular school year and shall be used in computing new paraprofessionals' daily rates of pay for the year. The parties agree to jointly develop this program during the 1994-95 school year and to implement it beginning in 1995-96 and annually thereafter.

G. Probationary Period

1. The probationary period for all newly-hired paraprofessionals 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 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 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 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 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.

ARTICLE XVII (cont.)

I. Transfer

1. Paraprofessionals shall be afforded the opportunity to transfer from one work location to another.
2. All job vacancies for full-time paraprofessionals shall be advertised by the Office of Personnel Management and Services and posted at each 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 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 Deputy Superintendent for Personnel Management and Services or designee.

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 position shall be converted to a part-time position after the October Budget-Personnel Conference until approved by the Deputy Superintendent for Personnel Management and Services.
3. When it is necessary to identify a paraprofessional for layoff, the least senior paraprofessional 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. Seniority, for the purpose of layoff, is the total full-time service as an employee of 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.
5. Layoffs will be effected as follows:
 - a. The Office of Personnel Management and Services 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.

ARTICLE XVII (cont.)

- b. The Office of Personnel Management and Services shall verify the need for the layoff. In the event layoff is required, the Office of Personnel Management and Services shall determine the specific individual(s) to be laid off in accordance with paragraphs 3. and 4. and provide written notice to each paraprofessional to be laid off. The notice shall contain information concerning the paraprofessional residual benefits and recall rights. The paraprofessional 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 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 until all recall pools of paraprofessionals, 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 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 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 paraprofessionals shall remain in the recall pools for two years, or until recalled, whichever occurs first.
5. Recalls will be effected as follows:
 - a. As a full-time vacancy occurs at a work location, the Office of Personnel Management and Services shall recall and assign the most senior paraprofessional 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 Personnel Management and Services shall recall and assign the

ARTICLE XVII (cont.)

most senior paraprofessional of the appropriate category from the area-wide recall pool.

- c. When the area-wide recall pool has been exhausted and a full-time vacancy remains at the work location, the Office of Personnel Management and Services shall recall the most senior paraprofessional 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 Personnel Management and Services shall recall and assign the most senior paraprofessional qualified for the specific vacancy from the aggregate of all other categories.

6. Notification of recall shall be sent by the Office of Personnel Management and Services, by certified mail, to the laid-off paraprofessional's last known address of record.
7. A laid-off paraprofessional, who fails to respond to a recall notification within five workdays from receipt of notice, or who refuses an offer of a paraprofessional position, shall be placed at the bottom of the recall pool of his/her category.
8. A laid-off paraprofessional, 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 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 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 DCPS as a paraprofessional/school support personnel in any school year; for part-time employees, it

ARTICLE XVII (cont.)

is defined as 687 hours or more of employment as a part-time paraprofessional/school support personnel.

5. A paraprofessional 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.
6. A Paraprofessional I who becomes a Paraprofessional II shall be placed on the same step on the Paraprofessional II salary schedule as the step held on the Paraprofessional I salary schedule.
7. The daily rate for paraprofessionals 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 are stipulated in Appendix D.

N. Tuition Reimbursement - Paraprofessionals

1. Tuition reimbursement is available to paraprofessionals 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.
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 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 assigned duties; however, such approval shall not be arbitrarily withheld.
3. Paraprofessionals 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 employee shall submit an application

ARTICLE XVII (cont.)

to the Division of Wage and Salary 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 Deputy Superintendent for Personnel Management and Services, 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. DCPS shall develop, maintain, and make available inservice training components appropriate to the duties of each paraprofessional category.
2. Internal certification of a paraprofessional shall result from satisfactorily completing a total of 200 inservice hours consisting of required and elective components appropriate to the paraprofessional'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 DCPS paraprofessional at the time.
3. Official records of inservice training components completed and participation in the internal certification program shall be maintained by the Bureau of Human Resource Development.
4. Paraprofessionals 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 category have been completed.

ARTICLE XVII (cont.)

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 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 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 who successfully completes physical restraint training shall be awarded creditable inservice hours to be used towards completion of internal certification requirements.
8. Any paraprofessional who is reassigned or promoted from a position on the paraprofessional job list into a position in the School Support Personnel category shall be eligible to complete the internal certification program initiated as a paraprofessional and shall be entitled to the stipend commensurate with the creditable inservice hours, as provided in this Section.
9. Any paraprofessional 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 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 shall be given special consideration for filling teacher vacancies in the employee's field of certification before consideration is given to new employees. Paraprofessionals shall be considered on the basis of service

ARTICLE XVII (cont.)

with DCPS, quality of that service, and qualifications for the position being sought. The Office of Personnel Management and Services shall maintain a list of all paraprofessionals 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 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 position.

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. All current full-time CAP Advisors (those on active status during 1993-94) shall be placed on the AO (Bachelor's) Salary Schedule at a step that provides an increase in salary.
 - 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/

ARTICLE XVII (cont.)

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.
2. Job descriptions for school support personnel and changes thereto shall be developed by 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 and qualified applicants for transfer have been considered.
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

ARTICLE XVII (cont.)

special circumstances, and with the approval of the Deputy Superintendent for Personnel Management and Services, 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. Reemployed 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 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. The parties agree to develop jointly this program during the 1994-95 school year and to implement it beginning in 1995-96 and annually thereafter.

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, 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.

ARTICLE XVII (cont.)

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 Personnel Management and Services and posted at each 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 Deputy Superintendent for Personnel Management and Services.

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.
3. 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.
4. Seniority, for the purpose of layoff, is the total full-time service as an employee of DCPS in any capacity. Service as a substitute teacher shall be counted only when 99 days are worked during the regular school year.
5. Layoffs will be effected as follows:
 - a. The Office of Personnel Management and Services 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 Personnel Management and Services shall verify the need for the layoff. If the layoff is required, the Office of Personnel Management and Services shall determine the specific employee(s) to be laid off. The notice shall contain information concerning the

ARTICLE XVII (cont.)

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.

6. In the event it becomes necessary to effect a reduction-in-force for Physical and Occupational Therapy Assistants, county-wide 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 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

ARTICLE XVII (cont.)

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 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. 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.
8. 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.
9. The hiring rate for part-time Interpreters for Hearing Impaired 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, 1(4).

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.

ARTICLE XVII (cont.)

K. Consideration for Teaching Positions

1. A school support employee holding a State of Florida teaching certificate, but who is not currently a 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 DCPS, quality of that service, and qualifications for the position being sought.

The Office of Personnel Management and Services 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

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.

M. Tuition Reimbursement -- School Security Monitors and School Resource Specialists

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. 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 Executive Director of 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

ARTICLE XVII (cont.)

arbitrarily withheld.

3. School Security Monitors and School Resource Specialists shall be eligible to receive reimbursement for tuition for a maximum of nine undergraduate credits earned per fiscal year. Reimbursement shall not exceed \$70 per semester hour or the equivalent.
4. To obtain tuition reimbursement, the employee shall submit an application to the Division of Wage and Salary 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 Executive Director'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. A School Security Monitor or School Resource Specialist who believes that special circumstances beyond his/her control prevented compliance with this timeframe may appeal, in writing, to the Deputy Superintendent for Personnel Management and Services, 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, 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 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.

ARTICLE XVII (cont.)

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.

Section 3. Job Listings and Salary Schedules

PARAPROFESSIONAL JOB LISTING

<u>Job Code</u>	<u>Title</u>	<u>Pay Grade</u>
*4240	Paraprofessional II (General)	12
*4241	Paraprofessional I (General)	7
*4242	Paraprofessional I (Vocational)	7
*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
4294	Paraprofessional I (Montessori)	7
4295	Paraprofessional II (Montessori)	12
*8045	Paraprofessional I (Bilingual)	7

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

ARTICLE XVII (cont.)

SCHOOL SUPPORT PERSONNEL JOB LISTING

<u>Job Code</u>	<u>Title</u>	<u>Pay Grade</u>
*4005	Community Involvement Specialist	12
4039	Community Involvement Specialist	12
*4248	Community Liaison Specialist	23
4249	AESOP Specialist	12
*4251	Family Resource Specialist	12
4252	Computer Laboratory Specialist	12
4253	Instructional Management System Specialist	14
*4254	Instructional Management System Specialist	14
4257	College Assistant Program Advisor	
	Part-Time Non-Degreed	21
4258	Correctional Program Facilitator	23
*4261	Family Intervention Specialist	12
4262	Family Intervention Specialist	12
TBA	Interpreter for Hearing Impaired - Non-Certified	12
4281	Interpreter for Hearing Impaired QA	14
*4285	Interpreter for Hearing Impaired QA	14
4282	Interpreter for Hearing Impaired QA II	15
4283	Interpreter for Hearing Impaired QA III	21
4284	Interpreter for Hearing Impaired RID	23
4286	Physical Therapist Assistant	21
4287	Occupational Therapist Assistant	21
*4291	Hearing Impaired QA III	21
*4296	Hearing Impaired QA II	15
4297	Lifeguard	14
*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.

ARTICLE XVII (cont.)

**Section 4. Paraprofessionals and School Support Personnel
Salary Schedules (10-month)**

The parties agree to establish a joint ad hoc committee for the purpose of reviewing the classification of paraprofessionals. The committee shall submit a report, along with recommendations, on its findings to the Superintendent and the UTD Executive Vice President.

**SALARY SCHEDULE (U1)
Paraprofessional and School Support Personnel
10-Month
1994 - 95**

Grade 7		Grade 12		Grade 13		Grade 14	
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>
1	\$10,295	1	\$12,095	1	\$12,595	1	\$13,295
2	10,705	2	12,685	2	13,125	2	13,715
3	11,185	3	13,235	3	13,645	3	14,355
4	11,675	4	13,835	4	14,375	4	14,935
5	12,135	5	14,375	5	14,935	5	15,535
6	12,625	6	14,945	6	15,535	6	16,105
7	13,105	7	15,535	7	16,105	7	16,705
8	13,565	8	16,115	8	16,705	8	17,345
9	14,055	9	16,705	9	17,445	9	19,035
10	14,935	10	17,755	10	19,035	10	19,845
11	16,975	11	20,255	11	21,045	11	21,665
11a	17,775	11a	21,055	11a	21,845	11a	22,465
11b	18,275	11b	21,555	11b	22,345	11b	22,965

ARTICLE XVII (cont.)

Grade 15		Grade 21		Grade 23	
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>
1	\$13,845	1	\$17,295	1	\$20,295
2	14,335	2	17,855	2	20,775
3	14,895	3	18,675	3	21,615
4	15,535	4	19,365	4	22,665
5	16,105	5	20,135	5	23,565
6	16,705	6	20,935	6	24,495
7	17,345	7	21,765	7	25,475
8	19,035	8	22,625	8	26,455
9	19,845	9	23,515	9	27,485
10	20,245	10	24,435	10	28,555
11	22,295	11	27,495	11	32,045
11a	23,095	11a	28,295	11a	32,845
11b	23,595	11b	28,795	11b	33,345

*For purposes of computerized payroll display only, Step 11a shall be displayed as 12, and Step 11b shall be displayed as 13.

ARTICLE XVII (cont.)

SALARY SCHEDULE (U1)
 Paraprofessional and School Support Personnel
 10-Month
 1995 - 96

Grade 7		Grade 12		Grade 13		Grade 14	
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>
1	\$10,398	1	\$12,216	1	\$12,721	1	\$13,428
2	10,812	2	12,812	2	13,256	2	13,852
3	11,297	3	13,367	3	13,832	3	14,499
4	11,792	4	13,973	4	14,519	4	15,084
5	12,256	5	14,519	5	15,084	5	15,690
6	12,751	6	15,094	6	15,690	6	16,266
7	13,236	7	15,690	7	16,266	7	16,872
8	13,701	8	16,276	8	16,872	8	17,518
9	14,196	9	16,872	9	17,619	9	19,225
10	15,084	10	17,933	10	19,225	10	20,043
11	17,145	11	20,458	11	21,255	11	21,882
11a	17,953	11a	21,266	11a	22,063	11a	22,690
11b	18,458	11b	21,771	11b	22,568	11b	23,195
11c	18,963	11c	22,276	11c	23,073	11c	23,700
Grade 15		Grade 21		Grade 23			
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>		
1	\$13,983	1	\$17,468	1	\$20,498		
2	14,478	2	18,034	2	20,983		
3	15,044	3	18,862	3	21,831		
4	15,690	4	19,559	4	22,892		
5	16,266	5	20,336	5	23,801		
6	16,872	6	21,144	6	24,740		
7	17,518	7	21,983	7	25,730		
8	19,225	8	22,851	8	26,720		
9	20,043	9	23,750	9	27,760		
10	20,447	10	24,679	10	28,841		
11	22,518	11	27,770	11	32,365		
11a	23,326	11a	28,578	11a	33,173		
11b	23,831	11b	29,083	11b	33,678		
11c	24,336	11c	29,588	11c	34,183		

*For purposes of computerized payroll display only, Step 11a shall be displayed as 12, Step 11b shall be displayed as 13, and Step 11c as 14.

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 is prohibited.
- 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.

ARTICLE XVIII (cont.)

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.

ARTICLE XVIII (cont.)

- 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 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 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.

ARTICLE XVIII (cont.)

Section 5. Transfers/Promotions

- A. Any permanent employee may file an application for transfer using the form designated for that purpose by Personnel Management and Services. The form on which such application is made may be obtained from Personnel Management and Services or from the work site. It must be completed by the employee, signed by the supervising administrator, indicating his/her acknowledgement, and returned to the Director for Non-Instructional Staffing, Personnel Management and Services, 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.

ARTICLE XVIII (cont.)

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.

ARTICLE XVIII (cont.)

- 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.

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 Personnel Management and Services.

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 Personnel Management and Services of their current telephone number and address on forms to be provided by DCPS.
- E. Personnel Management and Services 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 Personnel Management and Services 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.

ARTICLE XVIII (cont.)

- 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 Personnel Management and Services.
- 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 Deputy Superintendent for Personnel Management and Services 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 Deputy Superintendent for Personnel Management and Services 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 Wage and Salary Administration, Personnel Management and Services, for classification and evaluation.

ARTICLE XVIII (cont.)

2. No job shall be approved for funding or otherwise established, until it has been classified and evaluated by Wage and Salary 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 Wage and Salary 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 Wage and Salary 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 Personnel Management and Services of the request for reclassification, Personnel Management and Services, within 30 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 not be considered in the first half of a budget period (July 1 - December 31) and reclassifications denied may not be re-submitted in the same budget period. Where deemed appropriate, the Deputy Superintendent for Personnel Management and Services is authorized to waive this provision.
6. In reviewing requests for reclassification, the Wage and Salary Administrator may recommend job, work unit, operational/structural, or staffing level changes as an alternative to job reclassification.

ARTICLE XVIII (cont.)

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 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 Wage and Salary Administrator, with the concurrence of the Deputy Superintendent for Personnel Management and Services, 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 Deputy Superintendent for Personnel Management and Services by the employee.
3. The Deputy Superintendent for Personnel Management and Services 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.

ARTICLE XVIII (cont.)

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 Deputy Superintendent for Personnel Management and Services or designee shall, within 20 workdays after the appeal conference, render the decision and notify the employee, in writing.
6. The decision of the Deputy Superintendent for Personnel Management and Services 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. Personnel Management and Services 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

ARTICLE XVIII (cont.)

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. Reemployment/Longevity Rights

- A. Reemployed 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).
- B. A year of experience for salary purposes is defined as 99 or more days of service with 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.

ARTICLE XVIII (cont.)

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 Personnel Management and Services. The request must be signed and approved by the principal, department head, or division head, as appropriate, and forwarded to Personnel Management and Services 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.

ARTICLE XVIII (cont.)

Section 16. Professionalization of Office Employees

Notwithstanding the wide range of currently available career opportunities for 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.

ARTICLE XVIII (cont.)

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 Executive Vice President.

C. Career Development

To encourage DCPS secretarial/clerical personnel to enter the teaching profession, including confidential exempt secretaries, the Bureau of Human Resource Development (BHRD) will provide the linkage to area colleges and universities for employees pursuing a degree in education.

The Board and the Union agree that 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 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 Executive Vice President. Said task force shall make recommendations to the Superintendent and the UTD Executive Vice President by June 1, 1995.

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 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 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.

ARTICLE XVIII (cont.)

CORE COURSES:

Employees shall receive an increase of \$.75 per day in the daily rate of pay after satisfactory completion of four core courses, two of which shall be designated by BHRD 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 BHRD 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 DCPS and other institutions, colleges, universities to offer courses for office personnel. Tuition, fees, etc., are the responsibility of the student.
5. College courses satisfactorily completed will be individually reviewed and considered in lieu of courses taken in the Professional Secretary Program.

ARTICLE XVIII (cont.)

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 \$250.

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, 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 pilot the Mentor Secretary/Clerical Program for one year. Said pilot is to be limited to the following positions:

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

ARTICLE XVIII (cont.)

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 pilot by establishing a joint 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 Executive Vice President on the status and effectiveness of the pilot program and its possible expansion by February 15, 1995.

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 a job-related area and when such courses strengthen professional skills and improve effectiveness in performance of employee's primary job assignment.

ARTICLE XVIII (cont.)

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 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 Division of Wage and Salary 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 Deputy Superintendent for Personnel Management and Services, 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 hearing officer. The employee shall be notified of such action and of his/her right to appeal by certified mail. The employee shall have 10 working days in which to notify the School Board Clerk of the employee's intent to appeal such action. The Board

ARTICLE XVIII (cont.)

shall appoint such impartial hearing officer 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 hearing officer shall present the findings. The findings of the hearing officer 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 hearing officer, 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 Deputy Superintendent for Personnel Management and Services or

ARTICLE XVIII (cont.)

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. Eligible employees shall advance a step on the applicable UO Salary Schedule as follows:

First day of the 10-month employee's work year for 1994-95 and 1995-96.

For 1996-97, 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.

- C. 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.
- D. The first step of each pay grade shall be the starting rate for new employees. However, the Deputy Superintendent for Personnel Management and Services may recommend to the Superintendent 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.
- E. 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:

ARTICLE XVIII (cont.)

1994-96

K-12 Program	\$600
Adult/Vocational Day Program	600
Adult/Vocational Evening Program	425
Summer Program	130

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

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 \$50 annually, shall be borne by the employer.

H. The office employees in the regular school program, at each DCPS work location, who is 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

1994-96 - \$600

1994-96 - \$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.

OFFICE EMPLOYEES SALARY SCHEDULE (UO)
12-Month
1994 - 95

Grade 15		Grade 16		Grade 17		Grade 18		Grade 19	
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>
1	\$11,600	1	\$12,726	1	\$13,331	1	\$14,627	1	\$15,323
2	12,149	2	13,331	2	13,965	2	15,323	2	16,052
3	12,726	3	13,965	3	14,627	3	16,052	3	16,813
4	13,331	4	14,627	4	15,323	4	16,813	4	17,612
5	13,965	5	15,323	5	16,052	5	17,612	5	18,449
6	14,627	6	16,052	6	16,813	6	18,449	6	19,327
7	15,323	7	16,813	7	17,612	7	19,327	7	20,246
8	16,052	8	17,612	8	18,449	8	20,246	8	21,207
9	16,813	9	18,449	9	19,327	9	21,207	9	22,216
10	18,688	10	20,507	10	21,483	10	23,572	10	24,691
11	19,900	11	21,719	11	22,695	11	24,784	11	25,903
11a*	20,405	11a*	22,224	11a*	23,200	11a*	25,289	11a*	26,408

Grade 20		Grade 21		Grade 22		Grade 23		Grade 24		Grade 25	
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>
1	\$16,813	1	\$18,449	1	\$19,327	1	\$20,246	1	\$21,207	1	\$22,216
2	17,612	2	19,327	2	20,246	2	21,207	2	22,216	2	23,269
3	18,449	3	20,246	3	21,207	3	22,216	3	23,269	3	24,377
4	19,327	4	21,207	4	22,216	4	23,269	4	24,377	4	25,540
5	20,246	5	22,216	5	23,269	5	24,377	5	25,540	5	26,750
6	21,207	6	23,269	6	24,377	6	25,540	6	26,750	6	28,018
7	22,216	7	24,377	7	25,540	7	26,750	7	28,018	7	29,350
8	23,269	8	25,540	8	26,750	8	28,018	8	29,350	8	30,745
9	24,377	9	26,750	9	28,018	9	29,350	9	30,745	9	32,205
10	27,100	10	29,731	10	31,143	10	32,624	10	34,173	10	35,633
11	28,312	11	30,943	11	32,355	11	33,836	11	35,385	11	36,841
11a*	28,817	11a*	31,448	11a*	32,860	11a*	34,341	11a*	35,890	11a	37,350

*For purposes of computerized payroll display only, Step 11a shall be displayed as 12.

OFFICE EMPLOYEES SALARY SCHEDULE (UO)

10-Month

1994 - 95

ARTICLE XVIII (cont.)

Grade 15		Grade 16		Grade 17		Grade 18		Grade 19	
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>
1	\$ 9,952	1	\$10,917	1	\$11,435	1	\$12,546	1	\$13,143
2	10,422	2	11,435	2	11,981	2	13,143	2	13,768
3	10,917	3	11,981	3	12,546	3	13,768	3	14,422
4	11,435	4	12,546	4	13,143	4	14,422	4	15,107
5	11,981	5	13,143	5	13,768	5	15,107	5	15,825
6	12,546	6	13,768	6	14,422	6	15,825	6	16,577
7	13,143	7	14,422	7	15,107	7	16,577	7	17,366
8	13,768	8	15,107	8	15,825	8	17,366	8	18,190
9	14,422	9	15,825	9	16,577	9	18,190	9	19,055
10	16,030	10	17,591	10	18,426	10	20,219	10	21,179
11	17,040	11	18,601	11	19,436	11	21,229	11	22,189
11a*	17,444	11a*	19,005	11a*	19,840	11a*	21,633	11a*	22,593

Grade 20		Grade 21		Grade 22		Grade 23		Grade 24		Grade 25	
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>
1	\$14,422	1	\$15,825	1	\$16,577	1	\$17,366	1	\$18,190	1	\$19,055
2	15,107	2	16,577	2	17,366	2	18,190	2	19,055	2	19,961
3	15,825	3	17,366	3	18,190	3	19,055	3	19,961	3	20,911
4	16,577	4	18,190	4	19,055	4	19,961	4	20,911	4	21,906
5	17,366	5	19,055	5	19,961	5	20,911	5	21,906	5	22,945
6	18,190	6	19,961	6	20,911	6	21,906	6	22,945	6	24,033
7	19,055	7	20,911	7	21,906	7	22,945	7	24,033	7	25,174
8	19,961	8	21,906	8	22,945	8	24,033	8	25,174	8	26,373
9	20,911	9	22,945	9	24,033	9	25,174	9	26,373	9	27,625
10	23,244	10	25,501	10	26,712	10	27,983	10	29,312	10	30,312
11	24,254	11	26,511	11	27,722	11	28,993	11	30,322	11	31,322
11a*	24,658	11a*	26,915	11a*	28,126	11a*	29,397	11a*	30,726	11a	31,726

*For purposes of computerized payroll display only, Step 11a shall be displayed as 12.

OFFICE EMPLOYEES SALARY SCHEDULE (UO)

12-Month
1995 - 96

Grade 15		Grade 16		Grade 17		Grade 18		Grade 19			
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>		
1	\$11,716	1	\$12,853	1	\$13,464	1	\$14,773	1	\$15,476		
2	12,271	2	13,464	2	14,105	2	15,476	2	16,212		
3	12,853	3	14,105	3	14,773	3	16,212	3	16,982		
4	13,464	4	14,773	4	15,476	4	16,982	4	17,789		
5	14,105	5	15,476	5	16,212	5	17,789	5	18,633		
6	14,773	6	16,212	6	16,982	6	18,633	6	19,521		
7	15,476	7	16,982	7	17,789	7	19,521	7	20,449		
8	16,212	8	17,789	8	18,633	8	20,449	8	21,419		
9	16,982	9	18,633	9	19,521	9	21,419	9	22,438		
10	18,875	10	20,712	10	21,698	10	23,808	10	24,938		
11	20,099	11	21,936	11	22,922	11	25,032	11	26,163		
11a*	20,609	11a*	22,446	11a*	23,432	11a*	25,542	11a*	26,673		
11b*	21,114	11b*	22,951	11b*	23,937	11b*	26,047	11b*	27,178		
Grade 20		Grade 21		Grade 22		Grade 23		Grade 24		Grade 25	
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>
1	\$16,982	1	\$18,633	1	\$19,521	1	\$20,449	1	\$21,419	1	\$22,438
2	17,789	2	19,521	2	20,449	2	21,419	2	22,438	2	23,502
3	18,633	3	20,449	3	21,419	3	22,438	3	23,502	3	24,621
4	19,521	4	21,419	4	22,438	4	23,502	4	24,621	4	25,795
5	20,449	5	22,438	5	23,502	5	24,621	5	25,795	5	27,017
6	21,419	6	23,502	6	24,621	6	25,795	6	27,017	6	28,299
7	22,438	7	24,621	7	25,795	7	27,017	7	28,299	7	29,643
8	23,502	8	25,795	8	27,017	8	28,299	8	29,643	8	31,053
9	24,621	9	27,017	9	28,299	9	29,643	9	31,053	9	32,580
10	27,371	10	30,029	10	31,455	10	32,950	10	34,515	10	35,990
11	28,595	11	31,253	11	32,679	11	34,174	11	35,739	11	36,765
11a*	29,105	11a*	31,763	11a*	33,189	11a*	34,684	11a*	36,249	11a*	37,250
11b*	29,610	11b*	32,268	11b*	33,694	11b*	35,189	11b*	36,754	11b*	37,755

*For purposes of computerized payroll display only, Step 11a shall be displayed as 12 and step 11b shall be displayed as 13.

OFFICE EMPLOYEES SALARY SCHEDULE (UO)

10-Month
1995 - 96

Grade 15		Grade 16		Grade 17		Grade 18		Grade 19			
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>		
1	\$10,051	1	\$11,026	1	\$11,550	1	\$12,672	1	\$13,275		
2	10,526	2	11,550	2	12,100	2	13,275	2	13,906		
3	11,026	3	12,100	3	12,672	3	13,906	3	14,566		
4	11,550	4	12,672	4	13,275	4	14,566	4	15,258		
5	12,100	5	13,275	5	13,906	5	15,258	5	15,983		
6	12,672	6	13,906	6	14,566	6	15,983	6	16,743		
7	13,275	7	14,566	7	15,258	7	16,743	7	17,540		
8	13,906	8	15,258	8	15,983	8	17,540	8	18,372		
9	14,566	9	15,983	9	16,743	9	18,372	9	19,245		
10	16,190	10	17,767	10	18,611	10	20,421	10	21,390		
11	17,210	11	18,787	11	19,631	11	21,441	11	22,411		
11a*	17,618	11a*	19,195	11a*	20,039	11a*	21,850	11a*	22,819		
11b*	18,022	11b*	19,599	11b*	20,443	11b*	22,254	11b*	23,223		
Grade 20		Grade 21		Grade 22		Grade 23		Grade 24		Grade 25	
<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>	<u>Step</u>	<u>Annual</u>
1	\$14,566	1	\$15,983	1	\$16,743	1	\$17,540	1	\$18,372	1	\$19,245
2	15,258	2	16,743	2	17,540	2	18,372	2	19,245	2	20,160
3	15,983	3	17,540	3	18,372	3	19,245	3	20,160	3	21,120
4	16,743	4	18,372	4	19,245	4	20,160	4	21,120	4	22,125
5	17,540	5	19,245	5	20,160	5	21,120	5	22,125	5	23,175
6	18,372	6	20,160	6	21,120	6	22,125	6	23,175	6	24,273
7	19,245	7	21,120	7	22,125	7	23,175	7	24,273	7	25,426
8	20,160	8	22,125	8	23,175	8	24,273	8	25,426	8	26,637
9	21,120	9	23,175	9	24,273	9	25,426	9	26,637	9	27,903
10	23,477	10	25,757	10	26,980	10	28,263	10	29,605	10	30,900
11	24,497	11	26,777	11	28,000	11	29,283	11	30,625	11	31,925
11a*	24,905	11a*	27,185	11a*	28,408	11a*	29,691	11a*	31,033	11a*	32,305
11b*	25,309	11b*	27,589	11b*	28,812	11b*	30,095	11b*	31,437	11b*	32,705

*For purposes of computerized payroll display only, Step 11a shall be displayed as 12 and step 11b shall be displayed as 13.

ARTICLE XVIII (cont.)

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	20
4033	Purchasing Assistant	22
4034	Buyer Assistant II	20
4035	Junior Buyer	22
4036	FFE Data Assistant	21
4037	Senior FFE Assistant	23
4038	Buyer Assistant I	17
4040	Procurement Specialist	21
4052	TEC Business Management Assistant	22
4053	Reprographics Specialist	24
4054	Educational Payment Specialist	20
4110	SBAB Communications Specialist	20
4112	Treasurer High School	22
4114	Secretary High School	22
4120	Secretary/Treas. Middle School (12-mo)	22
4121	Secretary/Treas. Middle School (10-mo)	22
4122	School Secretary	19
4128	Secretary/Treas. Educ. Centers (10-mo)	22
4129	Secretary/Treas. Educ. Centers (12-mo)	22
4130	Secretary Education Centers	21
4131	Treasurer Education Centers	21
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
4216	School Clerk II (12-mo)	18
4230	Reports Clerk	19
4233	Boundary Clerk	18
4234	Attendance Services Specialist	22
4235	Student Work Certification Clerk	20
4236	FTE Support Specialist	24
4237	Nursing Asst. Certification Specialist	22
4270	Elementary School Assistant (10-mo)	19
4275	Elementary School Assistant (12-mo)	19
4290	Receptionist	15
4303	Risk Management Specialist II	20
4304	Risk Management Specialist I	18
4305	Student Financial Aide Clerk	17
4306	Student Information Specialist I	19

ARTICLE XVIII (cont.)

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>PAY GRADE</u>
4307	Student Information Specialist II	21
4308	Registration Clerk - TEC	16
4309	Testing Clerk	16
4311	Student Placement Clerk	17
4312	Registrar Education Centers (12-mo)	22
4319	Registrar - GED	18
4320	Senior Wage and Salary Specialist	24
4321	Wage and Salary Specialist	21
4323	Foreign Student Advisor	23
4324	Registrar - Foreign Student	20
4325	Registrar Middle School	21
4327	Registrar High School (12-mo)	23
4333	Personnel Aide	18
4334	Fingerprint Technician	20
4335	Payroll/Personnel Assistant II	20
4336	Senior Fingerprint Technician	22
4341	Leave Clerk I	18
4342	Leave Clerk II	19
4345	Retirement Enrollment Clerk	18
4346	Retirement Clerk	18
4347	Certification Specialist	19
4348	Employee Resource Specialist	22
4349	Senior Retirement Clerk	19
4350	Personnel Testing Specialist	20
4352	Compensation System Specialist	24
4354	Personnel Assistant	22
4357	Staffing Assistant	18
4358	Personnel Information Specialist	18
4359	Personnel Records Clerk	16
4360	Contract Clerk I	19
4361	Contract Clerk II	21
4363	Travel Reservation Clerk	20
4367	Purchasing Documentation Analyst	22
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	19
4433	Textbook Requisition Specialist	17
4434	Inventory Accounting Specialist II	20
4438	Field Trip Clerk	16
4439	Fuel Procurement Specialist	20
4440	Transaction Control Clerk	17
4441	Senior Fuel Procurement Specialist	21

ARTICLE XVIII (cont.)

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>PAY GRADE</u>
4461	Building Operations Aide	18
4500	Telecommunications Specialist	22
4501	Technological Training Support Specialist	22
4502	Office Assistant II	17
4503	Office Assistant I	15
4510	Secretary I	16
4529	Secretary II (10-mo)	18
4530	Secretary II (12-mo)	18
4531	Secretary III	19
4536	Grants Assistant	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
4800	Senior Payroll Specialist	23
4810	Payroll Specialist II	21
4811	Payroll Specialist I	18
4817	Payroll Control Analyst	24
4818	Payroll Deduction Specialist II	20
4820	Senior Payroll Deduction Specialist	22
4821	Payroll Deduction Specialist I	19
4840	Accounting Specialist	23
4850	Property Auditor	21
4881	Fiscal Assistant II	19
4882	Fiscal Assistant III	20
4883	Fiscal Assistant I	18
4884	Senior Fiscal Assistant	22
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	24
4910	Cashier	16
4911	Senior Cash Management Clerk	22
4913	Bank Reconciliation Specialist	24
4916	Finance Clerk III	19
4917	Finance Clerk I	16
4918	Finance Clerk II	18
4919	Senior Finance Clerk	20
4920	Chief Finance Clerk	23
4921	Senior Cashier	21
4922	Chief Cash Management Clerk	23
4924	Forms Technician	20

ARTICLE XVIII (cont.)

<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	23
5062	Bindery Equipment Operator	17
5064	Switchboard Operator	15
5065	Copy Machine Operator I	16
5066	Printing Center Clerk	17
5067	Copy Machine Operator II	18
5072	Offset Printer I	20
5073	Illustrator Clerk	20
5076	Offset Printer II	23
5090	Student Testing/Evaluation Clerk	23
5092	Data Input Specialist I	16
5094	Data Input Specialist II (10-mo)	18
5095	Data Input Specialist II (12-mo)	18
5097	Chief Data Input Specialist	20
5098	Production Control Scheduler	20
5099	Tape Librarian	18
5100	Documentation Librarian	19
5102	Senior Minicomputer Operator	22
5103	Minicomputer Operator	19
5110	Computer Operator	22
5112	Senior Computer Operator	24
5113	Micrographics Technician	19
5114	Senior Micrographics Technician	21
5115	Systems Support Specialist	22
5116	Production Control Specialist	20
5117	Senior Production Control Specialist	22
5128	Statistical Clerk	20
5343	Media Assistant	20
5344	Advertising/Underwriting Assistant	20
6195	Dental Assistant	19
6196	Dental Clinic Manager	22
6293	Film Library Specialist	21
6374	Bookstore Clerk	18

ARTICLE XIX-- SUBSTITUTES

Section 1. Use of Substitutes

- A. When students for whom a teacher has assigned duties to instruct or supervise are in attendance, a substitute teacher shall be utilized whenever the teacher is absent from the work location on approved leave, except when no substitute 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 substitute teachers in such cases.
- C. Where an emergency substitute 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 substitute shall be the employee entitled to work on the next workday.

Section 2. Permanent Substitutes (3100s)

When employed for a specific length of time in excess of 30 days, a permanent substitute teacher shall receive the same salary as a contract teacher from the 31st day of such assignment. Permanent substitutes 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 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. Permanent substitutes who have rendered satisfactory service may be given consideration for employment as regular teachers, if vacancies exist.

Permanent substitutes must be certified in the area of assignment, unless waived by the Deputy Superintendent for Personnel Management and Services. It is the intent of the parties that employment of emergency substitutes shall not exceed 10 consecutive days. Assignments projected to exceed 10 consecutive days require the service of a certified, qualified permanent substitute to be placed in the appropriate 3100 job code.

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

ARTICLE XIX (cont.)

A permanent substitute 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. 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.

Section 3. Pool Substitutes

- A. 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 Region Superintendent.
- B. Compensation for pool substitutes shall be at the rate set by the AS Salary Schedule (Appendix E) for emergency substitutes.
- C. Pool substitutes shall be under the overall direction of Region Superintendents and shall be assigned to individual school-site work locations on an as-needed basis.
- D. At individual work-site locations, pool substitutes 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.
- E. The size of the pool and manner of scheduling in each region is to be determined by the Region Superintendent.

Section 4. Emergency Substitutes

Emergency substitutes are employees who work on a day-to-day basis, as needed, to substitute for a regular employee.

Section 5. Substitutes for Special Teachers

Every effort shall be made to provide substitutes 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 substitutes.

ARTICLE XIX (cont.)

Section 7. Emergency/Pool Substitute Salary Schedule - (AS)

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

SUBSTITUTES' SALARY SCHEDULE (AS)

Pool	\$90
Emergency	75
Associate Degree or Equivalent	59
Paraprofessional	35
(High School or Equivalent)	

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 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.

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- D. The use of sign-in and sign-out sheets is authorized for payroll purposes only. 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.
- G. A teacher may, with consent, be assigned an additional teaching period beyond the normal workday and shall receive compensation equal to one-seventh 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 region offices 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.

J. Compensatory Time

Bargaining unit members assigned to the Bureau of Human Resource Development, Department of Parent 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.

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K. Flexible Hours

1. In recognition of current employment trends, the parties agree to establish a pilot 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 Athletic Trainers', 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.

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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.

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.

ARTICLE XX (cont.)

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 preparation periods.
- C. 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, 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.

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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 pilot 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.

ARTICLE XX (cont.)

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. Although every attempt shall be made by the school to communicate directly with parents, the signature of a middle, junior, or senior high school student on a progress report will constitute documentation that the report was issued with instructions to deliver it to the parent.

ARTICLE XX (cont.)

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 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 on a pilot basis at the elementary school level by the Faculty Council/Shared Decision-Making Cadres. Successful programs shall be disseminated to all schools.
1. Report Card Pick-Up

Pursuant to statutory authorization, the Faculty Council/Shared Decision-Making Cadre 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 Council/Shared Decision-Making Cadre 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

ARTICLE XX (cont.)

day.

F. Community Report Card

The Board agrees to implement the Community Report Card.

Section 12. Tobacco-Free Work Places

The parties seek to foster the health and safety of all 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 DCPS employees and applicants shall be informed of the DCPS tobacco-free work place policy.

ARTICLE XXI -- EMPLOYEE RIGHTS AND DUE PROCESS

Section 1. Due Process

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

1. Any employee summoned to the office of a principal or immediate supervisor, where there exists no principal, Region Superintendent, or the Associate Superintendent for Professional Standards and Operations, 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.
2. 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 or BAR, where appropriate) can be present.
3. 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.
4. 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.
5. 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 unacceptable teaching performance shall require that teaching

ARTICLE XXI (cont.)

deficiencies be documented on the observation/evaluation forms in compliance with the procedures of the DCPS evaluation process. Disciplinary action based on unacceptable 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.

- 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, Chapter 120.68. 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, Chapter 231.36(4)(c), 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, Chapter 120.68.
- e. Any recommendation to suspend or dismiss a probationary 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, Chapter 231.36(6)(a), 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 the Board or a Department of Administrative Hearings (DOAH) hearing officer. 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, Chapter 120.68.
- 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.

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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 Associate Superintendent for Professional Standards and Operations 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 15 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 15 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

ARTICLE XXI (cont.)

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 impartial hearing officer, pursuant to the provisions of the Rules and Regulations of the Department of Administrative Hearings.
- e. Subsequent to receipt of the hearing officer'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 Chapter 120.68 of 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, Chapters 231.36 and 120.

4. Professional Service Contract Teachers

A professional service contract shall be renewed each year, unless the Superintendent, after receiving the recommendations required by Florida Statutes, Chapter 231.29(5), charges the employee with unacceptable performance, as determined under provisions of Florida Statutes, Chapter 231.29 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 unacceptable performance, 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 unacceptable performance.

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- b. An employee notified of unacceptable performance 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, after receiving and reviewing the recommendation required by Florida Statutes, Chapter 231.29(5), 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. 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 unacceptable performance. 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, Chapter 120.57(1)(a). 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 a hearing officer assigned by the DOAH. The hearing shall be conducted within 45 calendar days of receipt of the written appeal in accordance with Florida Statutes, Chapter 120. 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 deter-

ARTICLE XXI (cont.)

mination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.

- e. 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.

5. Annual Contract Teachers

Any probationary member of the instructional staff 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 a probationary instructional employee, based upon unacceptable teaching performance, shall require that the teaching deficiencies be documented on the observation/evaluation forms in compliance with the procedures of the DCPS evaluation process. Disciplinary action based on unacceptable 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 B(3) of this Article (Due Process - Continuing 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:

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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 region 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 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 Dade County Public Schools Police investigator of their legal rights

ARTICLE XXI (cont.)

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 Non-Renewal 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 Board agrees to use the following procedures in cases of any employee not being recommended for reappointment:
 - a. In December, following individual conferences about the proposed action with each employee involved, the principal or immediate supervisor shall submit to the Office of Personnel Management and Services the names of all employees whose recommendation for reappointment or continued employment is in question. The Office of Personnel Management and Services shall notify the Union of all employees whose recommendation for reappointment or continued employment is in question at that time.
 - b. The employee is entitled to have a representative of the Union present at that conference.
 - c. At the December conference, the principal shall present to the employee substantive reasons as to why reappointment is in question and shall give the employee recommendations for improvement in accordance with the procedures recommended above.

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- d. Subsequent to December, if cause arises for the principal or supervising administrator to question the reappointment or continued employment of an employee, the principal or supervising administrator shall notify the employee and the Office of Personnel Management and Services as soon as possible.
 - e. If reappointment is not to be recommended because of unacceptable teaching performance, a recommendation not to reappoint must be based on performance assessments conducted in compliance with guidelines, procedures, and requirements as are included in the applicable employee assessment system in effect at the time.
- 3. All unit members serving under an annual/probationary contract who are not to be recommended by the Superintendent for reappointment for the ensuing year shall be notified by certified mail that their services are to be terminated at the end of the current contractual period.
 - 4. 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 unacceptable, the responsible administrator shall initiate, without delay, the appropriate steps which will provide, at the proper time, appropriate information on which to base reappointment 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

ARTICLE XXI (cont.)

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 Personnel Management and Services.

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.

ARTICLE XXI (cont.)

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, as long as the requested student transfer does not exceed the caps as established by Board Rule 6Gx13- 5A-1.08 -- Student Transfers, except as deemed appropriate by the Bureau of Desegregation and Support Operations. No student transfer shall be authorized under any circumstances that will have a negative impact on student racial ratios or which will exceed 115 percent of permanent program capacity when an administrative transfer is sought.

D. Non-DCPS Compensation

No 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.

ARTICLE XXI (cont.)

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 and Tests/Drug-Free 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.
4. Drug-Free Work Place General Policy Statement -- 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. DCPS and the UTD share a commitment to solve this problem and to create and maintain a drug-free work place.

ARTICLE XXI (cont.)

DCPS is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated to 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 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 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,

ARTICLE XXI (cont.)

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, 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

ARTICLE XXI (cont.)

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. 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) DCPS recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of 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.

G. 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

ARTICLE XXI (cont.)

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.

H. 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.

ARTICLE XXI (cont.)

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.

Section 3. Procedures for Continued Employment of Educational Support Personnel

- A. Educational support personnel include office and clerical, school support, (as designated in Article XVII), 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 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.

Eligible employees who have completed three years of creditable experience in the DCPS by July 1, 1994, as defined herein, will be eligible for continued employment at the conclusion of the 1994-95 school year. Office employees

ARTICLE XXI (cont.)

who have completed one year of service at the conclusion of the 1994-95 school year shall be eligible for continued employment.

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 hearing officer, 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 timelimit, at which time the findings of the hearing officer shall be presented.

The findings of the hearing officer 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.

ARTICLE XXI (cont.)

Dismissals are not subject to the grievance/arbitration procedures.

ARTICLE XXII -- PROFESSIONAL ORIENTATION PROGRAM

The Professional Orientation Program (POP) is to be implemented in accordance with State Statutes. The annual Professional Development Plan (PDP) for beginning teacher to be submitted to the State is to be mutually agreed upon by DCPS and UTD.

All documents pertaining to the implementation of this Article are hereby incorporated by reference and made a part of this Contract.

Section 1. Beginning Teachers

A teacher participating in the POP shall be a member of the bargaining unit with the same rights as any other annual contract probationary teacher and shall receive full pay according to the adopted salary schedule of the district. The beginning teacher year shall be the first probationary year of service.

The beginning teacher who has successfully completed the POP shall have the same reemployment rights as any other teacher on probationary service.

As per State Statutes, employees who hold temporary certification must complete POP requirements in order to be eligible for regular certification.

- A. For the above-identified employees who have less than one full year (180 days plus opening/closing of school activities), peer teachers and support teams will be assigned by the school-site administrator or appropriate supervisor, as per state and local procedures.
- B. For employees who indicate that they have more than one full year of satisfactory teaching experience, verification of experience, as per School Board Rule 6A- 4.002, must be provided the POP office within six weeks of employment. Peer teachers for these employees will: (1) be assigned immediately, if classroom observations are unacceptable, regardless of receipt by the POP office of verification of experience; or, (2) be assigned by the conclusion of the first semester of employment, if acceptable verification of experience has not been provided, even if classroom observations have been acceptable.
- C. Employees with previous experience shall complete a 90-day POP.
- D. Permanent Substitutes (3100s), who are hired in a position for a minimum of 90 student contact days, are eligible for Professional Orientation Program participation, as provided above.
- E. Effective with the 1993-94 school year, part-time teachers working a minimum of 20 hours per week at a single work location, for a minimum of 90-student contact days within a single school year and employed in the K-12 program in positions which require a professional educator's certificate, shall be included

ARTICLE XXII (cont.)

with those employees eligible to participate in the POP. The following special provisions shall be applicable:

Evaluation of a participant's performance shall be conducted in accordance with procedures stipulated by the Teacher Assessment and Development System, except that for part-time teachers, "work days" shall be defined as days during which the employee is scheduled to work.

The part-time beginning teacher who has successfully completed the requirements of the POP shall have the same rights and benefits as any other part-time teacher.

Section 2. Peer Teachers

A. Criteria

The peer teacher shall: hold a valid regular certificate; have at least three years of successful teaching experience; and teach at the same level (primary or intermediate) or in the same subject area or service area as the beginning teacher. The peer teacher shall possess the special knowledge and competencies needed to provide adequate support for the development of beginning teachers.

B. Responsibilities

Peer teachers shall:

1. participate in appropriate POP orientation activities;
2. work regularly and directly with the beginning teacher in preparing lesson plans;
3. provide feedback, guidance, and support to the beginning teacher;
4. participate in the formulation, review, and updating of the PDP;
5. participate as a member of the support staff for the beginning teacher; and,
6. maintain required records identified in the POP Handbook and the "Peer Teacher Record of Support Services".

Additional responsibilities are further delineated in the Professional Orientation Program Plan, referred to above.

ARTICLE XXII (cont.)

Peer teachers are to work with their assigned beginning teacher a minimum of two and one-half hours per payroll period and may support the beginning teacher during planning time or when special teachers are in the classroom or before/after workday hours.

Additionally, peer teachers shall be assigned to part-time employees who work a minimum of 20 hours per week at a single work location, for a minimum of 90-student contact days within a single school year and are employed in positions which require a professional educator's certificate. Peer teachers are to work with their assigned part-time teachers a minimum of one and one-half hours per payroll period and may support the part-time teacher during planning time or when special teachers are in the classroom or before/after workday hours. Said support shall be given at mutually agreed upon times.

C. Selection Process

For each year of the contract, the selection process will be as follows:

1. By May 15 of each year, using the criteria set forth above, each school and/or applicable work location shall identify potential peer teachers for the ensuing school year in a faculty meeting where candidates are nominated. Self nominations are also acceptable.
2. Each school's Faculty Council/Shared Decision-Making Cadre shall have the opportunity to make recommendations for selection of peer teacher(s) by the principal on the basis of established criteria on the specific needs of the beginning teacher(s), including certification requirements.
 - a. Participation as a peer teacher is voluntary.
 - b. In the event a beginning teacher does not complete the 180-day requirement during one school year, every effort shall be made to assign the same peer teacher to the beginning teacher the following school year until the 180-day requirement is met.
 - c. In the event the peer teacher cannot complete the 180-day and opening/closing school activities due to unforeseen circumstances, a replacement peer teacher will be identified. No adverse action shall be taken against the initial peer teacher. However, information/records for the beginning teacher must be transmitted to the replacement.

Each peer teacher is to be assigned only one beginning teacher, except in schools in which the number of new hires who must participate in the POP, exceeds eight beginning teachers. In such cases, peer teachers may serve a maximum of two beginning teachers and shall be compensated accordingly.

ARTICLE XXII (cont.)

- D. Compensation of peer teachers for the term of this Contract shall be in accordance with the schedule agreed upon and reflected in Appendix E.

A school Faculty Council/Shared Decision-Making Cadre may advance a proposal related to the allocation/utilization of the peer teacher supplements and attendant duties/responsibilities to the Professionalization of Teaching Planning/Oversight Subcommittee. Each proposal must provide for at least peer teacher support of the beginning teacher for a minimum of two and a half hours per pay period.

The peer teacher selection process shall be jointly evaluated by DCPS and UTD on an annual basis.

Section 3. POP Evaluation

The POP shall be evaluated annually. The evaluation shall comprise the annual surveying of beginning teachers hired on or before September 30 of each year and their corresponding peer teachers.

Section 4. Alternate Certification Program for Secondary Education

In order to maximize the school system's ability to recruit teachers, the district's POP has been modified, as provided in State Rule 6A-5.752, Experimental Alternate Certification Program for Secondary Education. This allows a POP participant who has a Bachelor's degree in an arts and sciences discipline and who is assigned to an instructional level covering grades 7-12 to receive regular certification upon completion of all stipulated program/certification requirements.

ARTICLE XXIII -- 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 XXIV -- 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, i.e., 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. 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. Bargaining Agent 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

ARTICLE XXIV (cont.)

with employees, provided that such access does not interfere with the direct instruction of students and provided that the steward 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 endorses only one insurance agency and third-party administrator, Public Employees Services Company (PESCO), Inc. This exclusive endorsement authorizes PESCO 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 worktimes and enroll Union members in individual insurance/annuity products.

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.

In order to expedite the implementation of this Contract at the work-site level, the Superintendent and the UTD Executive Vice President, 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.

ARTICLE XXIV (cont.)

- 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 selected by the Union or the equivalent of time for four Union officers, who shall be released from their duties as Board employees, provided the Union reimburses the Board for the salary and any and all fringe benefits paid by the Board.

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. No unit member may use more than 15 of these days in any one academic year. 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 Deputy Superintendent for Personnel Management and Services. Exceptions to this provision must be approved by the Deputy Superintendent for Personnel Management and Services.

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

ARTICLE XXIV (cont.)

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 Personnel Management and Services 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, upon request.
- B. The Union shall be furnished 15 sets of current Board Rules and shall be provided with updates as they are issued.
- C. The Board will supply UTD with lists of all office employees each September and monthly thereafter. 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 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 Executive Vice President, shall be authorized released time with pay to attend Board meetings.

ARTICLE XXIV (cont.)

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, named by the Union, 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/United, 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 DCPS work location, it must be placed in the employee's mailbox or hand delivered to the employee. 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. DCPS Mail Service

Pursuant to Article XXIV, Section 15 of the contract, UTD shall be afforded access to DCPS mail service.

Individual employees and/or a minority/rival Union, however, do not have access to the DCPS mail service.

C. Work Location Mailboxes

Pursuant to Article XXIV, Section 15 of the contract, UTD representatives (i.e., UTD building stewards and UTD Bargaining Agent 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.

ARTICLE XXIV (cont.)

D. Bulletin Boards

Pursuant to Article XXIV, 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.

E. 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 XXIV, Section 3 of the contract). Minority/ rival Union representatives are not permitted to solicit membership at DCPS work locations.

F. Access

The exclusive bargaining agent (but not a minority/rival Union) shall be afforded access to 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.

G. 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.

ARTICLE XXIV (cont.)

H. 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.

I. Meetings on Work Time

Pursuant to Article XXIV, 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.

J. Work Location Public Address System

Pursuant to Article XXIV, 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.

ARTICLE XXIV (cont.)

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 XXV -- CREDENTIAL PAYMENT

Section 1. Statement of Purpose

The purpose of the credential payment is to enhance the quality of education for students in Dade County by providing 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 Executive Vice President 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 all employees 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.

ARTICLE XXV (cont.)

2. Completion of eligibility requirements shall be defined as: (a) filing an official DCPS/UTD application for credential payment with the Office of Personnel Management and Services (receipt acknowledged and dated by 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. 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.

ARTICLE XXV (cont.)

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 DCPS/UTD Credential Payment Committee and made available to employees by DCPS.
- B. 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.

ARTICLE XXV (cont.)

- 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 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 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.

ARTICLE XXV (cont.)

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

ARTICLE XXV (cont.)

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.

ARTICLE XXV (cont.)

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.

ARTICLE XXV (cont.)

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.

V. Teacher Leadership Program

The parties are committed to the continued pursuit of educational excellence through restructuring/professionalization of education initiatives which require teachers to be not only proficient in their chosen fields/subject areas but also prepared to share authority and responsibility for increasing student achievement and school effectiveness. Accordingly, the parties agree to identify and/or plan, in cooperation with institutions of higher learning, and to recognize as infield, advanced degree programs which have as their major focus the development of educational leadership skills necessary for teachers to assume responsible roles in an environment of educational restructuring and reform.

W. The parties have developed, in consultation with Florida International University, a program which focuses on the development of skills to enhance the effectiveness of teaching in urban schools. The program includes a strong subject area content component and courses designed to prepare teachers to diagnose urban classroom contexts and apply appropriate instructional strategies to the contexts they identify. Delivery of the program involves an innovative approach in which study and application are school-site based; university faculty are expected to work with teachers; and continuous efforts are made to utilize technology. This program, a Master of Science Degree in Urban Education, shall be recognized as infield for all teachers who satisfactorily complete the degree requirements with at least a "B" average.

ARTICLE XXVI -- 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 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

ARTICLE XXVI (cont.)

- 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 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 DCPS Staff Development Program shall be approved by the Superintendent.

E. Employees must submit to Wage and Salary Administration, Office of Personnel Management and Services, 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. High Priority Location Stipend

- A. The High Priority Location Stipend is an incentive payment for employees assigned during the regular school year to work at sites designated as High Priority Locations.
- B. CRITERIA. To be eligible to receive this stipend, the employee must:
 - 1. Be a teacher, paraprofessional I, paraprofessional II, or school support personnel assigned full-time to a high priority location or be an itinerant art, music, physical education, bilingual, or exceptional education classroom teacher, or other special teacher assigned at least half-time to one or more high priority locations.
 - 2. Hold a valid Florida teaching certificate, if required for the assigned position.
 - 3. Receive an acceptable annual evaluation for that regular school year.

ARTICLE XXVI (cont.)

4. Be absent no more than five days during the regular school year for a full stipend or six to eight days for a half stipend. For this purpose only, absence is defined as a day away from the employee's normal work site on a regular workday for sick, personal leave, or other reasons. For this purpose, the following shall not be counted as absences:

- Jury duty
- Subpoenaed witness duty
- Required military physical examination
- Injury-in-line-of-duty
- Illness-in-line-of-duty
- Temporary duty leave (including Union pool days)
- Work location closed due to civil disturbance, severe weather, or other reasons
- Day(s) contributed to the Sick Leave Bank

- C. HIGH PRIORITY LOCATIONS. No later than April 1 of each year, a joint committee shall designate and notify the high priority locations for each school year.

D. AMOUNT OF STIPEND

1. The amount of stipend an eligible teacher on annual contract receives shall be \$500 each year the employee has met the criteria in paragraph B. Teachers newly assigned for the 1993-94 school year to high priority locations will not be eligible for this stipend.
2. The amount of stipend an eligible teacher on continuing or professional service contract receives shall be based on the number of years the employee has met the criteria in paragraph B., including any years paid under annual contract status. Teachers newly-assigned for the 1993-94 school year to high priority locations will not be eligible for this stipend. Additionally, stipend amounts received by eligible teachers on continuing or professional service contract shall be frozen at amounts received during the 1992-93 school year. All high priority location stipends will be eliminated, effective June 30, 1996:

- | | |
|-----------------|--------|
| - First year | \$ 500 |
| - Second year* | 1,000 |
| - Third year* | 1,500 |
| - Fourth year* | 2,000 |
| and thereafter* | |

* years do not have to be consecutive

ARTICLE XXVI (cont.)

3. The amount of stipend an eligible paraprofessional receives shall be based on the number of years the employee has met the criteria in paragraph B. Paraprofessionals newly-assigned for the 1993-94 school year to high priority locations will not be eligible for this stipend. Additionally, stipend amounts received by eligible paraprofessionals shall be frozen at amounts received during the 1992-93 school year. All high priority location stipends will be eliminated, effective June 30, 1996:

- First year	\$125
- Second year*	250
- Third year*	375
- Fourth year*	500
and thereafter*	

* years do not have to be consecutive

4. For an itinerant teacher, the amount of the stipend stipulated in paragraph D(1) or D(2) shall be prorated proportional to the time spent in one or more high priority locations. Teachers newly-assigned for the 1993-94 school year to high priority locations will not be eligible for this stipend. Additionally, stipend amounts received by eligible teachers shall be frozen at rates received during the 1992-93 school year. High priority location stipends for itinerant teachers are eliminated, effective June 30, 1994.
5. For an employee assigned to a high priority location for only a portion of the regular school year, the amount of the stipend stipulated in paragraph D(1), D(2), or D(3) above, and the allowable days absent, shall be prorated. However, an employee who leaves a high priority location because of resignation, dismissal, or voluntary transfer during the school year shall be ineligible to receive the stipend. The stipend will be prorated upon promotion or transfer in the best interest of the school district. Employees newly-assigned for the 1993-94 school year to high priority locations will not be eligible for this stipend. Additionally, stipend amounts shall be frozen at rates received during the 1992-93 school year. High priority location stipends for employees assigned to high priority locations for a portion of the regular school year are eliminated, effective June 30, 1994.

E. OTHER PROVISIONS

1. An employee who believes the criteria were not correctly applied in his/her case, or that extraordinary circumstances over which the employee had no control prevented him/her from qualifying for the stipend, may appeal. The appeal shall be in writing within 60 days of the stipend payment date and shall be submitted to Wage and Salary Administration for review and decision by the Deputy Superintendent for Personnel

ARTICLE XXVI (cont.)

Management and Services. A copy of the appeal and the decision will be furnished to the Union.

2. Employees who were assigned to work at high priority locations during the 1992-93 school year and received the high priority stipend will be eligible for priority consideration for transfers to regions or schools of choice through June 30, 1996.
3. Employees who were assigned to work at high priority locations during the 1992-93 school year and received the high priority location stipend will be eligible for enhanced tuition reimbursement (i.e., 12 credit hours per year) in lieu of the high priority location stipend, through June 30, 1996, if they remain at a high priority location.
4. The parties will establish a joint ad hoc committee to explore alternative incentives at these work locations during the 1994-95 school year.

Section 3. 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 \$1,170 for the 1994-95 school year and \$1,217 for the 1995-96 school year. Paraprofessionals and school support personnel who work full-time in the alternative education sites shall receive a stipend equivalent to one-fourth of the stipend paid to teachers.

	Stipend (Teacher)	Stipend (Paraprofessional/School Support Personnel)
1994-95	\$1,170	\$ 293
1995-96	1,217	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

ARTICLE XXVI (cont.)

Section 4. Critical Staff Shortage

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.

Section 5. 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 Chapter 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 Chapter 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.

ARTICLE XXVI (cont.)

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 Chapter 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 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 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 6. 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).

ARTICLE XXVI (cont.)

- 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 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 Division of Wage and Salary 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 Deputy Superintendent for Personnel Management and Services, who shall review such appeal and render a decision, a copy of which shall be furnished to the employee and the Union.

ARTICLE XXVI (cont.)

- 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).

Section 7. Montessori Training Program

- A. The 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 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 DCPS. Upon request of the teacher, extenuating circumstances shall be considered by the Deputy Superintendent for Personnel Management and Services.
- G. The parties agree to develop a training incentive program for paraprofessionals during the 1994-95 school year.

ARTICLE XXVI (cont.)

Section 8. Minority Evaluation Needs Program

- A. The 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 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 region school 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 DCPS. Upon request, extenuating circumstances shall be considered by the Deputy Superintendent for Personnel Management and Services.

Section 9. Dade County Public Schools Program in Exceptional Student Education (ESE) for Teachers Bilingual in Haitian-Creole/English

- A. The DCPS program for teachers bilingual in Haitian-Creole/English is designed to expand the number of such teachers certified in LD/EH by completing the University of Miami's Master of Science in Education Program for LD/EH certification.
- B. Participation will be limited to 25 participants who successfully complete a screening and review process and are subsequently authorized to enroll in the University of Miami Master's Degree program at a reduced cost to the candidate.

ARTICLE XXVI (cont.)

Screening criteria shall include: a Bachelor's degree; a 3.0 grade point average overall or for last two years of study or a score of 1,000 on the Graduate Record Examination; three letters of recommendation; and native language proficiency in Creole and language proficiency in English.

- C. Participants will receive tuition incentives beginning with full reduction (no tuition) for the first 12 credit hours, to be offered during the 1st and 2nd summer sessions of 1994. For the remaining 30 credit hours, student tuition will be reduced from \$640 to \$100 per credit hour to be paid by the participant. These reductions will be subsidized collaboratively by the University of Miami and the Dade County Public Schools.

Participants must maintain a 3.0 grade point average to remain eligible for the tuition reduction.

- D. Selected participants will begin the program with the 1994 summer term and will be expected to complete the program by August 1995. Exceptions to this provision may be granted for extenuating circumstances by the Deputy Superintendent for Personnel Management and Services or designee and the University of Miami.
- E. Upon completion of the program, participants must accept a teaching assignment in Exceptional Student Education with DCPS for a minimum of three years.

Failure to fulfill this requirement shall obligate the participant to repay the school system the total amount of tuition paid by DCPS. Extenuating circumstances will be considered by the Deputy Superintendent for Personnel Management and Services.

ARTICLE XXVII -- 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 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 Executive Vice President. 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. 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 Dade County, and in order to continue a pattern of successful, cooperative efforts, the parties agree to reconstitute the 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 Executive Vice President, 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 DCPS/UTD Labor Contract,

ARTICLE XXVII (cont.)

and the Board's annual legislative program. The POTTf and the Planning/Oversight Subcommittee shall afford equal representation to the Union and 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 DCPS Associate Superintendent for Legislative and Labor Relations, Professionalization, and Policy Development and the UTD Director of Professionalization, 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 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 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.

ARTICLE XXVII (cont.)

- 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 DCPS.

- C. Francisco R. Walker Teacher of the Year Task Force -- Composition shall be 10 members. The task shall be to determine the Francisco R. Walker 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. 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 Executive Vice President by May 1.

- F. Future Educators of America (FEA) Task Force -- A joint task force established and composed of representatives of 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 Executive Vice President.

- 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 DCPS Exceptional Student Education Program. All recommendations and reports of the task force shall be submitted to the Superintendent and the UTD Executive Vice President. This Task Force will meet at least semi-annually and shall be established for the term of this Agreement.

ARTICLE XXVII (cont.)

Section 4. Consulting Teacher Peer Intervention and Assistance Program

The involvement of individuals in setting the standards for their own performance is one touchstone of professionalism. In that respect, the joint development of the TADS represented a benchmark in the efforts of the parties to professionalize teaching. The parties agree that the practice of involving teachers in the evaluation of their peers is desirable, as is demonstrated by the jointly-developed peer evaluation procedures currently in use and by reference incorporated and made part of this Contract. Further, the parties believe that the role peers can and should play needs to be expanded to include intervention and assistance. The goal of peer intervention and assistance is to assist teachers to deliver instruction more efficiently and to provide assistance to teachers who are experiencing problems in instruction or related areas.

Accordingly, the parties agree to pilot a Peer Intervention and Assistance Program (PIAP), subject to availability of funding, for the purpose of stimulating professional growth. PIAP is intended to provide teachers with the opportunity to strengthen the instructional performance of colleagues in achieving and/or enhancing professional standards. At the conclusion of the pilot year, the school district's Office of Educational Accountability will conduct an administrative review of the program.

A. PIAP Definitions

1. Peer Intervention and Assistance Program

A DCPS/UTD professional development program designed to enhance teachers' professional standards.

2. Consulting Teacher

A classroom teacher who is selected to provide intervention and assistance for PIAP participants through various classroom observing, mentoring, coaching, and conferencing strategies.

3. PIAP Participant

A full-time teacher who volunteers to participate and is selected by the parties to receive assistance. Priority consideration will be given to teachers who have received an unacceptable TADS evaluation.

4. Host Schools

A school selected to participate as a Consulting Teacher PIAP site.

ARTICLE XXVII (cont.)

B. PIAP Committee

1. There shall be established a DCPS/UTD PIAP Committee which shall: select Consulting Teachers, program participants, and host schools; assure orderly and equitable implementation of PIAP; and recommend to the Professionalization Planning/Oversight Subcommittee any additional guidelines and definitions, as may be necessary.
2. The PIAP Committee shall consist of four members: two persons appointed by the Superintendent and two persons appointed by the UTD Executive Vice President.
3. The PIAP Committee shall develop procedures and appropriate job descriptions concerning the structure and operation of PIAP, which shall, by reference, be incorporated and made a part of this Contract.

C. PIAP Responsibilities

1. PIAP Consulting Teachers and program participants shall have all rights and privileges afforded under the DCPS/UTD Contract, School Board and/or State Board Rules, and Florida Statutes, except as otherwise stipulated in this Section.
2. PIAP Consulting Teachers
 - a. Consulting Teachers are expected to serve in the PIAP Program for one full year (i.e., not to seek/accept transfer, promotion, other professional development opportunities, and/or professional leave).
 - b. PIAP shall be piloted in one jointly-selected region. Personnel for the pilot shall include eight Consulting Teachers: four elementary, two middle, and two senior high.
 - c. Consulting Teachers shall be provided training in TADS and in a variety of peer intervention and assistance strategies.
 - d. At secondary schools, Consulting Teachers will teach three periods, plan one period, and engage in PIAP consulting activities during the remaining two periods.
 - e. At elementary schools, Consulting Teachers shall share class assignments. Two teams (of two teachers each) will share two classes, with one teacher teaching in the morning and the other in the afternoon.

ARTICLE XXVII (cont.)

- f. Consulting Teachers shall receive an annual salary supplement while serving in this capacity, as stipulated in Appendix E.
3. PIAP Program Participant
- a. Program participants' applications for assistance in this regard shall be voluntarily submitted through UTD, with subsequent selection by the DCPS/UTD PIAP Committee.
 - b. Application for participation, selection, and/or interaction between PIAP Consulting Teachers and PIAP Program participants shall be confidential, in accordance with other provisions of this Contract and Florida Statutes.
 - c. Length of peer intervention and assistance shall vary, depending upon individual need, with one semester, in most cases, the maximum period of intervention and assistance.

Section 5. Faculty Councils/Shared Decision-Making Cadres

- A. Teachers and administrators are most knowledgeable about educational programs and other aspects of the teaching-learning process. Their view in these matters is, therefore, critical. Shared decision-making at the school site, with an expanded role for Faculty Councils/Shared Decision-Making Cadres, can significantly improve the quality of education and staff morale.
- B. Professionalization of teaching/education has clearly demonstrated the positive effects that result when administrators and teachers cooperatively develop instructional programs. The parties agree that joint planning serves to enhance the delivery of effective instruction. To this end, a Faculty Council shall be established in each work location, including region offices, by program, and central administration.
- C. Any faculty desiring to establish a work location Faculty Council model which differs from that described below may do so under the following conditions:
 - 1. The model shall be developed by a committee representative of and elected by the members of the bargaining unit.
 - 2. Such committee must include the principal and the designated Union building steward.
 - 3. The model must be approved by the POTTf Planning/Oversight Subcommittee and the POTTf.

ARTICLE XXVII (cont.)

D. Standard Faculty Council

1. Composition of the Faculty Council shall be as follows:

a. Elementary Schools Council (nine members)

In addition to the principal (or designee) and the designated building steward, the Faculty Council shall be composed of two teachers from grades K-3*, two teachers from grades 4-6*, one exceptional student education teacher, one member from other programs (music, art, physical education, elementary counselor, bilingual education, media specialist, etc.), and one paraprofessional. All Faculty Council members, except the principal and building steward, shall be elected by the members of the entire bargaining unit at the work location.

* For schools whose organizational pattern differs, Faculty Council membership shall be established to assure representation of all grade levels.

b. Middle School Council (11 members)

In addition to the principal (or designee) and the designated building steward, the Faculty Council shall be composed of eight faculty members and a paraprofessional. All members, except the principal and the building steward, shall be elected by the members of the entire bargaining unit at the work location.

c. Senior High/Vocational-Technical Centers Council (15 members)

In addition to the principal (or designee) and the designated building steward, the Faculty Council shall be composed of 12 faculty members and a paraprofessional. All members, except the principal and the building steward, shall be elected by the members of the entire bargaining unit at the work location.

d. Adult Centers Council (Five members)

In addition to the supervising administrator (or designee) and the designated building steward, the Faculty Council shall be composed of three faculty members. All members, except the supervising administrator and the designated building steward, shall be elected by the members of the entire bargaining unit at the work location.

ARTICLE XXVII (cont.)

- e. School Board Administration Building and Region Offices

Faculty Councils will be established in accordance with negotiated guidelines.

- f. Faculties desiring to add one representative from other bargaining units are authorized to do so.

- g. In each non-SBM/SDM senior high school, the student body will elect a student representative to serve as a fully participating member of the school's Faculty Council. The inclusion of a student representative on middle and elementary school Faculty Councils is optional but strongly encouraged by the parties.

In every non-SBM/SDM school, the school's parent group(s) will elect at least one parent representative (not to exceed 20 percent of the total Faculty Council) to serve as fully participating member(s) of the school's Faculty Council.

- h. Numerical requirements for parent and student participation on Faculty Council/SDM Cadres are in addition to those stipulated for school-site personnel.

2. The principal, in cooperation with the Faculty Council at each school/work site, shall develop plans for the expenditures of school budgeted funds. To this end, the Faculty Council shall receive a copy of the school budget and appropriate budget orientation/training from the principal (or designee). County guidelines shall be followed in expending these funds. Responses to questions from the Faculty Council about the school budget, its structure, and implementation shall be provided to the Faculty Council in a timely fashion by the principal/supervising administrator.
3. The principal, in cooperation with the Faculty Council, shall meet regularly to discuss and develop plans on issues, matters, and/or recommendations to improve the school and its instructional program.
4. The Faculty Council shall review, evaluate, and recommend to the faculty new textbooks or curriculum materials prior to the purchase of such materials.
5. Professionalization recommendations may be submitted by the Faculty Council to the district's PIRC as described in Section 2 of this Article.

ARTICLE XXVII (cont.)

6. The Faculty Council shall review and evaluate school-site forms that are not generated at the district or region level and shall seek to minimize additional forms, wherever possible.
7. Paperwork demands and expectations associated with program audits and reviews shall be discussed by the Faculty Council. All forms requiring data collection at the school level shall:
 - a. carry a valid Office of Information Technology (OIT) number; or,
 - b. be authorized and issued by the Department of Education; or,
 - c. be reviewed by the Faculty Council.
8. Each Faculty Council shall establish guidelines to minimize changes to student schedules and should attempt to develop procedures for student withdrawals and hall pass privileges that will have minimal impact on instructional time.
9. Faculty Councils are reconstituted, subsequent to ratification of a new DCPS/UTD Contract, in accordance with the following procedures:
 - a. The designated building steward notifies the principal/supervising administrator of the need to schedule a meeting for this purpose.
 - b. The principal/supervising administrator schedules the meeting in a timely fashion.
 - c. The meeting is conducted by the designated building steward at which time an election is held to fill positions stipulated as elective positions.
 - d. The Union, principal/supervising administrator, and faculty are notified by the designated building steward of the reconstituted Faculty Council.

The Faculty Council shall elect a chairperson to serve until such time as the council is reconstituted. At the secondary level, members of the Faculty Council may be granted a common planning period, if administratively feasible. Every effort shall be made to provide members of the Faculty Council with appropriate opportunities to meet and plan during the workday.

ARTICLE XXVII (cont.)

E. School-Based Management/Shared Decision-Making (SBM/SDM) Program, Partners in Education (PIE) Project, and Saturn School Project

1. The professionalization of teaching/education has been significantly enhanced through implementation of school empowerment models which promote shared decision-making and the utilization of collaborative problem-solving strategies. Accordingly, SBM/SDM, PIE, and the Saturn School Project have been established to initiate and implement new models for staffing, planning, and decision-making at the school level. Where labor contract provisions, School Board and/or State Board Rules and/or statutes are obstacles to implementation of school-based decisions, SBM cadres 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.

A joint ad hoc committee shall be established and charged with the task of developing strategies to encourage every school in the district to implement a shared decision-making model which appropriately involves teachers, administrators, parents, community leaders, and students, with the improvement of educational programs for students as the major focus of such decision-making.

2. Interested schools may submit an SBM/SDM proposal, contingent upon a two-thirds vote of the faculty to do so, at the end of any nine-week grading period. A joint ad hoc committee shall review the proposals and select those schools which meet approved criteria. Training of staff in new SBM/SDM schools/centers/programs shall be provided.
3. Any additional waivers or modifications in current waivers which are subsequently recommended by the principal and staff of an SBM/SDM, PIE, or Saturn school/center/program will be submitted to the co-chairpersons of the POTTf Planning/Oversight Subcommittee, who shall submit a proposed DCPS/UTD Memorandum of Understanding to the Superintendent and UTD Executive Vice President. Such requests for additional waivers or modifications in current waivers shall not be implemented until the parties have approved the proposed Memorandum of Understanding.
4. In each SBM/SDM senior high school, the student body will elect a student representative to serve as a fully participating member of the school's SDM cadre. The inclusion of a student representative on SBM/SDM middle and elementary school SDM cadres is optional, but strongly encouraged by the parties.

In every SBM/SDM school, the school's parent group(s) will elect at least one parent representative (not to exceed 20 percent of the total SBM

ARTICLE XXVII (cont.)

cadre) to serve as fully participating member(s) of the school's SDM cadre.

F. School-Based Management/Shared Decision-Making (SBM/SDM) Waivers

All approved DCPS/UTD contract waivers shall be incorporated by reference in a School-Based Management Shared Decision-Making (SBM/SDM) waivers document, as necessary for Saturn schools, SBM/SDM, and PIE schools/centers/programs to implement their SBM/SDM proposals.

G. Feeder Pattern Councils

The parties reaffirm their commitment to School-Based Management/Shared Decision-Making (SBM/SDM) through expansion of this concept from school sites to Feeder Pattern Councils which have been specifically formulated to move educational decision-making closer to schools and their communities. Each Feeder Pattern Council (consisting of a lead principal; lead UTD steward; other feeder pattern administrators and teachers; and parent, community, and student representatives) will meet regularly to address major needs and concerns regarding educational programs and other related issues for schools throughout the feeder pattern. The parties agree to pursue and implement appropriate training for Feeder Pattern Council members in SBM/SDM concepts (e.g., budgeting, conflict resolution, team building, communications, evaluation, action planning, time management) in support of their role in educational policy planning and development.

H. School-Based Management/Shared Decision-Making (SBM/SDM)
Support Team Visits

SBM/SDM Support Teams will be convened annually at each SBM/SDM school. Each support team will include a representative of the Legislative and Labor Relations, Professionalization, and Policy Development and the UTD. The support teams will meet with the principal, SDM cadre chairperson, UTD designated steward, parent representative(s), student representative(s), and other interested school/community persons to identify and formulate into a school plan major SBM/SDM support needs and resources.

I. School-Based Management/Shared Decision-Making (SBM/SDM)
Transition Team Meetings

In order to effect a smooth transition when there is a change in an SBM/SDM school principalship, a Transition Team meeting will be convened by the appropriate region offices as soon as possible after the new assignment has been approved. The transition team shall include representatives of the Legislative and Labor Relations, Professionalization, and Policy Development

ARTICLE XXVII (cont.)

office and the UTD, newly-assigned principal, former principal, UTD designated steward, SBM cadre chairperson, region director, parent representative(s), 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.

J. School-Based Management/Shared Decision-Making (SBM/SDM)
Intervention Teams

The parties agree to provide appropriate joint SBM/SDM Intervention Teams to assist SBM/SDM schools experiencing difficulty upon request of the faculty and/or administration, or as determined by the Superintendent and UTD Executive Vice President.

K. School Based Management/Shared Decision-Making (SBM/SDM)
Training and Support

Subject to available funding, the parties agree to develop and implement workshops and other activities in support of SBM/SDM for designated school-site personnel, parents, region and central office administrators. Further, the district and Union will seek the assistance of corporations, universities, and other agencies to provide technical assistance and training designed to further school restructuring and reform.

Section 6. 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 DCPS POP has been established as a horizontal career ladder consisting of multiple and varied professional opportunities ("tracks") for teachers. 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; Critical Thinking Skills Project teacher-coordinator; Future Educators of America teacher-coordinator; Instructional Management Systems teacher-coordinator; Bilingual Vocational Instructional Program teacher-coordinator; Education Television Program teacher-coordinator; Corporate Academy lead teacher; Chapter 1 Curriculum Specialists; Magnet

ARTICLE XXVII (cont.)

School/Program lead teachers; SAGE lead teacher; Saturn School Project 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 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. 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, 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;

ARTICLE XXVII (cont.)

- b. Application and portfolios reviewed and assessed by a joint 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 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 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 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 DCPS POP "tracks" and/or modification of existing "tracks" shall be reviewed by the DCPS POP Committee which shall submit recommendations in this regard to the POTTf Planning/Oversight Subcommittee.
6. Continuation, modification, and/or expansion of the 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 DCPS POP Committee to the POTTf Planning/Oversight Subcommittee.

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7. A vacancy in any of the contractually-established DCPS POP positions shall be filled through a joint DCPS/UTD selection process, in a manner specified by the DCPS POP Committee.

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 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 DCPS school-site administrator who, in addition to being responsible

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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 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.

ARTICLE XXVII (cont.)

- 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.
- g. The Resident Teacher shall receive an annual salary supplement while serving in this capacity, as stipulated in Appendix E.

5. Adjunct Teachers

- a. Adjunct Teachers shall be assigned to DATA for one school year.
- b. Adjunct 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 school year.
- c. The Adjunct Teacher shall receive an annual salary supplement while serving in this capacity, as stipulated in Appendix E.

ARTICLE XXVII (cont.)

C. DATA - Secondary Committee

1. There shall be established a DCPS/UTD DATA Committee which shall: select Extern, Resident, and Adjunct Teachers; assure orderly and equitable implementation of DATA; establish additional guidelines and definitions, as may be necessary; and recommend to the Professionalization of Teaching Task Force any changes/additions in subject areas to be included in the program.
2. The DATA Committee shall consist of six persons: three persons appointed by the Superintendent and three persons appointed by the UTD Executive Vice President.
3. The DATA Committee shall study the issue of attracting and retaining bargaining unit members in Resident and Adjunct positions and develop recommendations in this regard.
4. A manual detailing the structure and operation of the DATA program shall be developed by the DATA Committee and is, by reference, incorporated and made a part of this Contract.

Section 8. Saturn School Project

Subject to available funding, the parties agree to jointly pursue implementation and evaluation of the Saturn School Project, which will be utilized for planning and staffing the school district's new schools to be constructed and become operational over the next several years. This project is designed to develop innovative programs for meeting the specific needs of each new school's targeted students and community and to enhance the professional development of selected Saturn planning teams through researching a variety of successful, school-based professionalization/restructuring models.

Proposers' conferences to disseminate Saturn School Project Requests for Proposals (RFPs) will be held locally and nationally. A joint DCPS/UTD review committee (expanded to include business and industry representatives, as appropriate), which is co-chaired by the DCPS Deputy Superintendent for Instructional Leadership and the UTD Director of Professionalization, 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 region 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

ARTICLE XXVII (cont.)

weeks of summer employment. Upon the opening of the Saturn School, the faculty will have the opportunity to determine its final SBM status (a two-thirds affirmative vote required).

At least once a month, the Region 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. Professional Leave Bank

1. 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.
2. It is agreed that guidelines and procedures for establishment of the Professional Leave Bank shall be explored during the term of this Contract.

B. Sabbatical Leave

The parties agree that the POTTF Planning/Oversight Subcommittee shall explore sabbatical leave alternatives and develop recommendations 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 DCPS, UTD, and businesses throughout Dade County. An SLC is a 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).

ARTICLE XXVII (cont.)

A. SLC Definitions

1. SLC -- A 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 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/region 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/region 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 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 Executive Vice President.
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.

ARTICLE XXVII (cont.)

C. SLC Employee Rights and Responsibilities

1. Bargaining unit members assigned to an SLC shall have all rights and privileges afforded under the 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. 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.
3. 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 region surplus pool.
4. Shared Decision-Making -- The parties agree that teaching can be significantly enhanced through the implementation of learning-centered school models which promote shared decision-making and the utilization of collaborative problem-solving strategies. Accordingly, teachers at each SLC shall initiate and implement a shared decision-making model for planning and decision-making at their SLC.
5. 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.

Section 12. Saturday School Program

A. Program Design

The instructional program for Saturday classes is structured to provide various

ARTICLE XXVII (cont.)

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;

ARTICLE XXVII (cont.)

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 DCPS "Security Alert System" in cases of vandalism, physical threat, or other suspicious circumstances;

ARTICLE XXVII (cont.)

- 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 Faculty Council and/or Shared Decision-Making Cadre, 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 piloted, subject to Board funding, in schools whose grant requests are approved by a joint DCPS/UTD Educational Issues Forum Committee, with an equal number of representatives appointed by the Superintendent and by the UTD Executive Vice President.
- 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 Faculty Council/Shared Decision-Making Cadre to the Co-Chairpersons of the 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 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.

ARTICLE XXVII (cont.)

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 region/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

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.

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 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

ARTICLE XXVII (cont.)

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 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 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.

ARTICLE XXVII (cont.)

- 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 Council or the faculty. In SBM/SDM and PIE schools, the TEC representative may be elected by the individual school's Shared Decision-Making Cadre in lieu of the Faculty Council.
- 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 DCPS/UTD goal of professionalization of teaching/education and increasing collaboration, as well as shared decision-making, 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.

ARTICLE XXVII (cont.)

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 DCPS. Partners in Education, Satellite Learning Centers/Schools, Impact II Project, Dade Education Compact, Greater Miami Chamber of Commerce, the World of Difference Project, 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.

The parties acknowledge that 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 DCPS recruiting office.

The parties agree to continue active participation in joint teacher recruitment programs, including:

A. Peace Corps Program

The parties agree to continue a collaborative program with Florida International University (FIU) and the United States Peace Corps, organized to recruit returning Peace Corps volunteers to teach in DCPS. The program leads to a Master's degree and the completion of state certification requirements.

The focus of this Program is on critical staff shortage areas of exceptional education (all areas), as well as middle/secondary levels of English, mathematics, and science. Successful candidates for admission to this Program will be given regular teaching contracts with the DCPS and admitted to a

ARTICLE XXVII (cont.)

graduate program at FIU.

B. Teacher Recruitment and Internship Program

1. DCPS and UTD agree to implement a Teacher Recruitment and Internship Program (TRIP), as follows:
 - a. A maximum of 30 candidates and 15 mentor teachers will participate each year.
 - b. Apprentice Teachers will be placed in critical staff shortage areas in secondary schools which are participating in the Partners in Education (PIE) Project (priority) or the School-Based Management/Shared Decision-Making (SBM/SDM) Program.
 - c. On the seven-period day schedule, the Apprentice Teacher will teach four periods, plan one period, and engage in TRIP mentoring activities during the remaining two periods (for the first year of employment).
 - d. The Mentor Teacher will be assigned two Apprentice Teachers and will receive a salary supplement, as specified in Appendix E. The Mentor Teacher will teach five periods, plan one period, and engage in TRIP mentoring activities during the remaining period.
2. The purpose of TRIP is to encourage academically-successful graduates in the fields of liberal arts and science to embark upon a career in education. The program is intended to provide a positive initial experience in teaching and to be mutually beneficial to the Apprentice Teacher and to DCPS, as follows:
 - a. By the end of 12-18 months, the Apprentice Teacher who successfully completes TRIP will have completed the requirements for both alternative certification and the Professional Orientation Program.
 - b. Through collaboration with the University of Miami, Apprentice Teachers who successfully complete TRIP will earn a Master's degree.
 - c. Apprentice Teachers will be eligible to receive tuition reimbursement payments for up to nine graduate semester hours per year, pursuant to Article XXVI, Section 6.

ARTICLE XXVII (cont.)

- d. The University of Miami has agreed to provide both alternative certification and Master's degree training. No tuition cost will be incurred by the participant. Teachers participating in the TRIP shall agree to and shall sign a statement which specifies the following:
- (1) The TRIP advance tuition payment is made on the condition that the teacher successfully completes the prescribed courses and that failure to complete the program will obligate the teacher to repay the school system the amount of tuition paid in advance by DCPS. (The statement signed by the teacher shall also include authority for payroll deductions for such repayment, when necessary.)
 - (2) The Apprentice Teacher will teach in the DCPS system for a minimum of three years following completion of TRIP.
 - (3) The parties agree to explore the potential and advisability of expanding TRIP-type models, in cooperation with other local institutions of higher learning and developing a TRIP-type model specifically designed to address critical staff shortages in designated exceptional student education areas.

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 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 Legislative and Labor Relations, Professionalization, and Policy Development 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.

ARTICLE XXVII (cont.)

Section 27. 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 Deputy Superintendents or their designees for approval;
- B. that such requests for data will be identified as to source (e.g., district, region, 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 28. 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 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.

ARTICLE XXVII (cont.)

D. Selection of Teacher Training Institutions

The Superintendent or his/her designee shall consult with the UTD Executive Vice President in the selection of teacher training institutions which seek to place teacher interns in DCPS. Final approval shall be made by the Superintendent or his/her designee.

E. Stipends

At no cost to the DCPS, supervising teachers of interns may receive a stipend from the participating university or college.

Section 29. 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 Dade County to observe the occasion and take the opportunity to honor the DCPS' retired teachers.

Section 30. 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 31. Chapter 1 Programs

The parties agree to maintain a committee for the purpose of annually reviewing Chapter 1 program activities and developing recommendations necessary for delivery of the school district's Chapter 1 programs in the subsequent school year. Such recommendations shall be submitted to the Planning/Oversight Subcommittee of the Professionalization of Teaching Task Force.

Section 32. 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.

ARTICLE XXVII (cont.)

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, Faculty Councils/Shared Decision-Making Cadres, and school support groups are encouraged to augment the Board's effort with school and community-based initiatives.

Section 33. 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, 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 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 34. 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 school Shared Decision-Making (SDM) Cadres and feeder pattern 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 SDM Cadres and feeder pattern 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.

ARTICLE XXVII (cont.)

Section 35. 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 \$75 per day.

Such inservice programs must be recommended by the employee's immediate supervisor and authorized by the appropriate Region 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 in 1994-95. Following this analysis, a joint DCPS/UTD ad hoc committee consisting of equal representation shall meet to develop recommendations relative to the effective delivery of professional development programs.

Section 36. Joint Collective Bargaining Professionalization Proposals

In preparation for subsequent 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 37. Interactive Professionalization Teleconferences

The parties agree that the Bureau of Legislative and Labor Relations, Professionalization, and Policy Development 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 38. 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.

ARTICLE XXVII (cont.)

Section 39. National Board for Professional Teaching Standards

The parties actively support restructuring/professionalization endeavors of the National Board for Professional Teaching Standards 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."

Section 40. 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 Executive Vice President and availability of funds.

Section 41. Job Sharing

In recognition of current employment trends, the parties agree to develop a pilot Job Sharing Program through the Professionalization of Teaching Task Force for consideration by the parties.

Section 42. 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 43. 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

ARTICLE XXVII (cont.)

for review by a 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 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 44. 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.

ARTICLE XXVIII -- BUDGET REDUCTION

Should the Board be compelled by economic conditions to reduce the budget of the 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 XXIX -- 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, Chapter 447.010.
- 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.
- D. The terms of this Contract are for three years, provided:
 - 1. The wage and fringe benefit agreements, effective July 1, 1994, shall continue until midnight, June 30, 1996.

The terms and conditions of employment agreements, effective July 1, 1994, shall continue until midnight, June 30, 1997 provided, however, that each party may also reopen up to three articles/appendices for 1996-97 negotiations.

By service of written notice on the other contract party, no later than April 1, 1995, the agreement may be reopened for the 1996-97 fiscal year.

- 2. By mutual agreement, any article or section of the contract may be reopened for negotiations during the term of the contract.
- 3. If the 1995 Florida Legislature fails to allocate adequate funds to implement the fiscal agreements in this Contract, based upon the 1994-95 budgetary programmatic priorities established by the Board, the Board and/or the Union may reopen negotiations on such issues.

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. The Board also agrees that this Provision, if necessary, will be implemented in a fair and equitable manner among all of its employees.

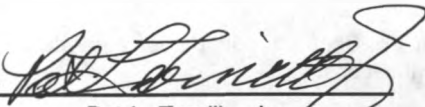
ARTICLE XXIX (cont.)

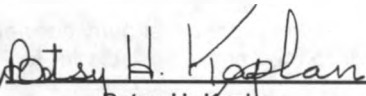
This Contract shall continue in full force and effect until June 30, 1997.

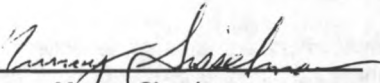
Dated at Miami, Florida, October 5, 1994.

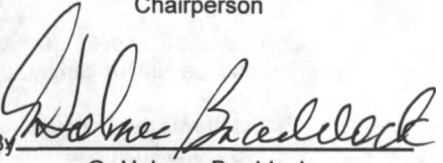
UNITED TEACHERS OF DADE
FEA/UNITED, AFT
LOCAL 1974, AFL-CIO

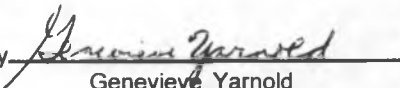
THE SCHOOL BOARD OF
DADE COUNTY, FLORIDA

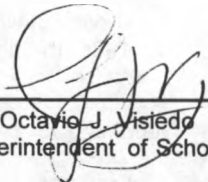
By 
Pat L. Tornillo, Jr.
Executive Vice President

By 
Betsy H. Kaplan
Chairperson

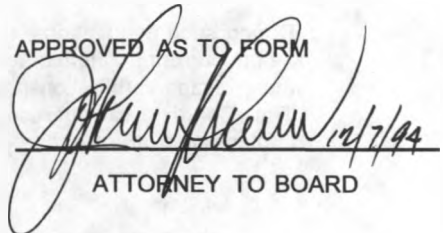
By 
Murray Sisselman
President

By 
G. Holmes Braddock
Vice Chairperson

By 
Genevieve Yarnold
First Vice President

By 
Octavio J. Vistiedo
Superintendent of Schools

APPROVED AS TO FORM


ATTORNEY TO BOARD

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 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.

APPENDIX A (cont.)

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 DCPS form, by the bargaining agent, to the Bureau of Legislative and Labor Relations, Professionalization, and Policy Development, seeking clarification of 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 Executive Vice President.

APPENDIX A (cont.)

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 the Associate Superintendent for Legislative and Labor Relations, Professionalization, and Policy Development, 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 the Associate Superintendent for Legislative and Labor Relations, Professionalization, and Policy Development for the purpose of seeking a clarification of a DCPS Rule, state law and/or terms and conditions of employment, as set forth in this Agreement.

APPENDIX A (cont.)

The Bureau of Legislative and Labor Relations, Professionalization, and Policy Development 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 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 Bureau of Legislative and Labor Relations, Professionalization, and Policy Development 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

APPENDIX A (cont.)

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 the Bureau of Legislative and Labor Relations, Professionalization, and Policy Development.

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 the Bureau of Legislative and Labor Relations, Professionalization, and Policy Development. 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 the Associate Superintendent for Legislative and Labor Relations, Professionalization, and Policy Development. 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 the Bureau of Legislative and Labor Relations, Professionalization, and Policy Development.

APPENDIX A (cont.)

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 the Associate Superintendent for Legislative and Labor Relations, Professionalization, and Policy Development 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 arbitration only if the bargaining agent refuses to institute the arbitration 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) by either party. The parties will be bound by the rules and procedures of the FMCS in the

APPENDIX A (cont.)

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 or, if the bargaining agent has determined not to process the grievance through arbitration, between the employer and the employee(s). 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 will be utilized to process arbitration cases.

F. Alternative Grievance Procedure for SBM/SDM Schools

1. The parties agree to maintain an SBM/SDM Grievance Committee to render Step II decisions on grievances filed at SBM/SDM schools. This committee will be comprised of two principals and two Union building

APPENDIX A (cont.)

stewards elected from the SBM/SDM schools. Two alternate principals and two alternate Union building stewards will also serve on the committee when one or two of the committee members are unable to attend. Non-voting members of the committee will comprise a representative of the Bureau of Legislative and Labor Relations, Professionalization, and Policy Development and a representative of the Union. An alternate DCPS and UTD non-voting representative will also serve on the committee when one of the non-voting members is unable to attend. Members of the SBM/SDM Grievance Committee will serve for the term of the contract and will address appeals of Step I grievance decisions.

2. The designated building steward from each SBM/SDM school will be granted temporary duty, if needed, during pre-planning annually at a time mutually determined by the parties for the purpose of electing two building stewards and an alternate to serve on the SBM/SDM Grievance Committee.
3. UTD bargaining unit members will follow current contractual Step I grievance procedures at SBM/SDM schools with the following exception: The notice of intent to appeal a Step I decision shall be communicated, in writing, to the District Director for Legislative and Labor Relations, Professionalization, and Policy Development.
4. The parties agree to the following alternate Step II grievance procedure:
 - a. If the bargaining agent appeals the decision, the District Director for Legislative and Labor Relations, Professionalization, and Policy Development shall schedule a meeting of the SBM/SDM Grievance Committee to take place at a mutually-agreeable time not more than 10 days after receipt by the District Director for Legislative and Labor Relations, Professionalization, and Policy Development of the notice of appeal. The District Director for Legislative and Labor Relations, Professionalization, and Policy Development shall immediately communicate such notice of appeal to the Bureau of Legislative and Labor Relations, Professionalization, and Policy Development.

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 bargaining agent is not involved in the actual representation of the aggrieved employee(s).

- b. Within 10 days of the Step II meeting, the SBM/SDM Grievance Committee shall render a decision which shall be immediately communicated by the District Director for Legislative and Labor

APPENDIX A (cont.)

Relations, Professionalization, and Policy Development, in writing, to the bargaining agent. Copies of the decision shall be sent to the aggrieved employee(s), the bargaining agent, the principal, and to the Bureau of Legislative and Labor Relations, Professionalization, and Policy Development. A copy is to be retained by the District Director for Legislative and Labor Relations, Professionalization, and Policy Development.

- c. The bargaining agent may appeal the decision of the SBM/SDM Grievance Committee within five days of its rendering. The notice of intent to appeal shall be communicated, in writing, to the Associate Superintendent for Legislative and Labor Relations, Professionalization, and Policy Development. Failure to appeal the decision of the SBM/SDM Grievance Committee 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.
5. The parties agree to the following alternate Step III grievance procedures:
 - a. If the bargaining agent appeals the Step II decision, the Superintendent and the UTD Executive Vice President (or their designees) shall schedule a meeting to take place at a mutually-agreeable time not more than 12 days after receipt by the Superintendent of such notice of appeal.
 - b. Within 12 days of the Step III meeting, the Superintendent and UTD Executive Vice President (or their designees) 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 bargaining agent and the Bureau of Legislative and Labor Relations, Professionalization, and Policy Development.
 - c. Failure to appeal the decision rendered at Step III to the Associate Superintendent for Legislative and Labor Relations, Professionalization, and Policy Development 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.
 6. The parties agree to follow the arbitration procedures in Appendix A at SBM/SDM schools.

GRIEVANCE FORM
DADE COUNTY PUBLIC SCHOOLS
 1450 N. E. Second Avenue, Suite 562
 Miami, Florida 33132

DISTRIBUTION FOR LEVELS/STEPS I, II, III

Original to: Legislative and Labor Relations,
 Professionalization, and
 Policy Development

Copies to: Supervising Administrator
 Grievant
 Bargaining Agent
 Immediate Superintendent
 Associate Superintendent
 Deputy Superintendent

GRIEVANCE # _____

Call Legislative and Labor Relations,
 Professionalization, and Policy Development for
 Grievance Number (995-1590)

NAME OF GRIEVANT _____ **DATE FILED** _____
HOME ADDRESS _____ **HOME TELEPHONE** _____
WORK LOCATION (Number) _____ **EMPLOYEE NUMBER** _____
(Name) _____ **DATE GRIEVANCE OCCURRED** _____
SUPERVISING ADMINISTRATOR (Name) _____
(Title) _____ **UTD** **AFSCME** **DCSMEC** **PBA**

LEVEL/STEP I

Statement of Grievance (Including reference to specific contract article and section(s) related to grievance):

Relief Sought:

Decision: (Use Back)

Signature of Grievant _____ Date _____

Signature of Barg. Agent Representative _____ Date _____

LEVEL/STEP II

Date Appeal Filed _____

- UTD - Immediate Superintendent
- UTD - SBM/SDM Grievance Committee
- AFSCME - Immediate Director
- DCSMEC - Immediate Director
- PBA - Immediate Superintendent

Signature of Grievant _____ Date _____

Signature of Barg. Agent Representative _____ Date _____

LEVEL/STEP III

Date Appeal Filed _____

- UTD - Deputy Superintendent, School Operations
- AFSCME - Associate Superintendent, Bureau Desegregation/Support Operations
- DCSMEC - Associate Superintendent, Bureau Facilities Management
- PBA - Deputy Superintendent, Management & Accountability

Signature of Grievant _____ Date _____

Signature of Barg. Agent Representative _____ Date _____

ALL DOCUMENTS RELATED TO THIS GRIEVANCE MUST BE ATTACHED

FM-2729 Rev. (12-94)

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 # _____

DADE COUNTY PUBLIC SCHOOLS

REQUEST FOR EXTENSION OF TIME

(Please Type or Print)

Request Made By:

- Grievant
- Bargaining Agent
- DCPS

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. Legislative and Labor Relations,
Professionalization, and
Policy Development

Signature (Party Making Request) Date

DADE COUNTY PUBLIC SCHOOLS

LETTER OF INQUIRY

(Please Type or Print)

The undersigned hereby requests clarification from Legislative and Labor Relations, Professionalization, and Policy Development with reference to the following:

<input type="checkbox"/>	Florida Statute	_____
		(Statute Number)
<input type="checkbox"/>	DCPS 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. Grievant
2. Bargaining Agent
3. Legislative and Labor Relations, Professionalization, and Policy Development

Signature

Title

Address

Date

(FOR OFFICIAL USE ONLY)

Date Received _____

Letter of Inquiry # _____

Date of Response _____

(Attach copy of response)

Signature of Office Representative

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 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.

APPENDIX B (cont.)

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 DCPS' Deduction Control Office and the Union, including Union access to necessary employee 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 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 a payroll reduction slot for the purpose of tax sheltered annuities, tax deferred annuities, etc., and such slot shall be established in the name of Fringe Benefits Management Company (FBMC) 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

APPENDIX B (cont.)

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 DCPS.

APPENDIX C -- REDUCTION-IN-FORCE

In accordance with Article XXIX, 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 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.

APPENDIX C (cont.)

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 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 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,

APPENDIX C (cont.)

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

APPENDIX C (cont.)

- 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. Board-paid health and life coverages are provided to all eligible employees.
 - 2. Group coverage is provided to employees effective the first day of employment. All employees are automatically enrolled but, to prevent any delay in claims payment, employees must sign the enrollment forms and they must be turned in by the announced deadline date. Employees not turning in enrollment forms by the applicable date will be enrolled in the "automatic option" and will not be able to enroll dependents.
 - 3. Effective January 1, 1995, the Board agrees to pay the full cost for the employee's choice of PHOs and HMOs, as listed, Metropolitan's Managed Health Program (MHP) or Humana's Preferred Provider Program (PPO). The employee will pay the full cost for his/her enrolled dependent(s).
 - 4. Effective January 1, 1990, all new hires (including rehired employees and employees on leave who elect not to continue benefits) will be permitted to enroll in HMOs only.
 - 5. Annually, there will be a federally-mandated open enrollment to permit changes from one health program to another. Proof of insurability will be required for changes into the PPO for dependents who were not enrolled in any of the Board's health insurance programs during the previous plan year.

APPENDIX D (cont.)

6. The Board will provide major medical benefits in the PPO and MHP plans through the insurance carrier up to \$1,000,000 lifetime benefit for all eligible members. The lifetime benefit will apply to each eligible employee or insured dependent either actively at work or not confined on the effective date of this benefit provided they have not used up all of their present lifetime maximum. The cost will be borne by the Board.
7. There will be one category of dependent coverage known as "family coverage". The effective date of dependent coverage will be on the first of the month following the first payroll deduction; the last day of dependent coverage will be the last day of the month coincident with the termination of the sponsoring employee's coverage. Once dependent coverage is put into effect, it must be continued to the end of the calendar year, except for a family status change, as legally defined by the Internal Revenue Service.
8. The employer agrees to provide the 1995 level of health insurance benefits for full-time permanent employees through December 31, 1995.
9. Effective January 1, 1995, the health plans will consist of the following:
 - a. Metropolitan Life and Affiliated Companies
 - (1) Managed Health Program (MHP) -- The MHP plan will continue with the current structure of an in- and out-of-network program. When using the in-network program, a Primary Care Physician must be selected to direct all health care needs. The out-of-network program is self-referral without the use of a Primary Care Physician.
 - (2) MetLife HMO -- A Health Maintenance Organization which provides services through affiliated physicians' offices. The use of a Primary Care Physician is required for all health care services.
 - (3) Dependent Metropolitan premiums will be funded on a "minimum premium" basis rather than a fully insured basis. The claims' experience for each group will be commingled annually; however, records will reflect the separation for accounting purposes. Interest, retrospective sums, and the principal on the commingled accounts and reserve accounts will be owned by the Board and used for any or all of the following purposes: future rate stabilization, to offset or moderate needed premium increases, or to provide or enhance the total compensation package for employees.

APPENDIX D (cont.)

b. Humana Health Care Plans

- (1) Preferred Provider Organization PPO (self-referral) with an in- and out-of-network program.
- (2) Humana HMO -- A Health Maintenance Organization which provides services through wholly-owned centers and affiliated physicians' offices. The use of a Primary Care Physician is required for all health care.

The funding of these programs will be on a fully-insured basis.

c. CAC-Ramsay, HMO

A Health Maintenance Organization which provides services through wholly-owned centers and affiliated physicians' offices. The use of a Primary Care Physician is required for all health care.

The funding of this Program will be on a fully-insured basis.

d. CareFlorida Inc., HMO

A Health Maintenance Organization which provides services through affiliated physician's offices. The use of a Primary Care Physician is required for all health care.

The funding of this Program will be on a fully-insured basis.

e. PHOs (South Miami HealthSystem; University of Miami/Jackson Memorial Health System; Parkway Regional Medical Center)

Three Physician/Hospital Organizations (PHOs) will be offered through December 31, 1995. Employees must choose a primary care physician from the individual hospital's list of eligible physicians, and, working exclusively with that hospital's administration, receive all health care services outlined in the School Board's 1995 Enrollment Notebook benefit comparisons. These PHOs were introduced January 1, 1994.

The funding for these programs will be on a fully-insured basis.

10. Benefits payable are subject to the applicable deductible and/or co-payments. For maximum benefits payable, all procedures must be followed. Certain penalty provisions apply which will result in a reduction of benefits. For exact benefit levels and procedures to be followed, refer to the specific plan booklet for the selected coverage.

APPENDIX D (cont.)

11. Certificated employees who work one-half time, as specified in Appendix E, Section 1(B)(11), shall be offered the DCPS fringe benefits program at one-half the cost for the employee on an optional basis.

B. Future premium increases, plan changes, or modifications in the core plan of life and health coverages and in the flexible benefits plan may, during subsequent calendar years, be handled as follows:

1. The Board will pay the premium for the core life insurance and negotiate the amount of the Board's contribution for eligible employees to the PPO, MHP, HMO, or PHO of the core health plan; or,
2. The Board will pay a percentage of premium for the core life and health benefits; or,
3. The Board will modify benefits for cost containment measures; or,
4. The Board will modify funding alternatives; or,
5. The Board will employ a combination of the above alternatives.

Further, the Union shall also have the right to reopen negotiations in subsequent years prior to January 1 on all aspects of the fringe benefits program.

C. Medical Plan (Retirees)

1. All eligible retirees and eligible dependents of retirees will be able to select any of the mentioned health plans at a rate no higher than of active employees and dependents. All premium costs will be borne by the retiree.
2. Inasmuch as many retirees have moved to locations outside of the South Florida area, several accommodations have been made for their benefit. They are the following:
 - a. Retirees under the age of 65 living in areas outside a State of Florida HMO service area will be permitted to enroll in Metropolitan Life's Managed Health Program and be reimbursed at 70 percent of reasonable and customary charges. There will be a \$300 annual deductible; the out-of-pocket maximum will be \$3,000 a year, excluding the deductible; and there will be no per-confinement deductible. All other benefits and restrictions will apply. The Humana PPO plan also has networks available outside the State of Florida, where administratively feasible, as well as out-of-network benefits, where no network exists.

APPENDIX D (cont.)

- b. Retirees living or moving to locations outside a service area will also be eligible to convert to a private insurance program. Once this conversion is effected, they will no longer be a part of the Board's retiree group.
3. Retirees and their eligible dependents over age 65:
 - a. Will be entitled to enroll in the MetLife COB (Coordination of Benefits Plan), providing in-network and out-of-network benefits, at rates which reflect Medicare offsets; or,
 - b. Will be entitled to enroll in an HMO at the same rate as active employees and dependents; or,
 - c. Will be entitled to enroll in a no-cost or low-cost health plan available from a number of companies who participate in Medicare "Risk Contracts".
 - d. Retiree and dependent claims' experience will be commingled with active and dependent claims' experience for rate-setting purposes.
 - e. The Board will keep the retiree claims' experience records separate so that analyses can be made in subsequent years.

D. Retirement Incentive Program

For employees retiring from full-time service and who are retiring 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 for members of the UTD bargaining unit, 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.

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.

APPENDIX D (cont.)

In addition, employees who retire under the 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 cancelled 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.

During 1994-95, 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.

E. Other Insurance

1. The Board agrees to provide a term life insurance plan for all eligible full-time employees in the UTD bargaining unit by providing term life insurance equal to the employee's annual base salary, effective January 1 of each year, for the term of this Contract. Cost of improvement shall be borne by the Board.
2. In addition, employees shall be given the option of purchasing an additional amount of term life insurance equal to one or two times the employees' base salary at the same rate. Optional coverage shall be paid for by the employee.

F. 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 United Vision Care.

G. COBRA benefits, rights, and responsibilities will be afforded to all eligible employees and enrolled dependents, pursuant to federal law.

APPENDIX D (cont.)

H. Flexible Benefit Plan

1. A "flexible plan" is provided for the exclusive purpose of purchasing optional fringe benefits. Effective January 1, 1995, the following amount of benefits will be paid for by the Board, based upon the employees' choice of medical plans:

PPO or MHP	\$35.00 per month
MetLife HMO	\$52.50 per month
PHOs and other HMOs	\$102.50 per month

The following conditions will prevail:

- (a) Changes shall not be permitted, except on a calendar year basis, unless a family status change occurs which, based upon the plan manager's and IRS guidelines, may warrant allowing the change.
 - (b) Employees not choosing either a basic core benefit or flexible benefits within 31 days from the date of the enrollment package is sent will be enrolled in the automatic option.
2. An escrowed trust account at a qualified public depository is established for the exclusive benefit of eligible employees. A payroll reduction mechanism is provided for each participating eligible employee who elects to make contributions to the account, in accordance with the provisions of the plan document which, by reference, is made part of this Plan. Experience rating refunds, dividends, interest earned, forfeiture funds, etc. on this account will be retained in the account for the exclusive benefit of plan participants (employees). Balances in the account and disposition of account balances will be used to offset core group insurance premium increases by the Board.
 - (a) The Fringe Benefits Management Company, herein known as "FBMC," a Florida corporation domiciled in Tallahassee, Florida, will be the plan manager responsible to DCPS for plan management, enrollment, and service. The plan manager will be provided with reasonable access to eligible employees for the purpose of enrolling them into the plan and for servicing of their accounts, once enrolled. The plan manager will be provided a listing of eligible employees by work location. Effective January 1, 1995, the plan manager will receive a management fee of \$4.42 per employee, per month, for the above-mentioned services which will be subtracted from the total remuneration received from the Board's contributions. The employees' salary reductions will be

APPENDIX D (cont.)

paid by the enrolling employees, and there will be no fees for employee reduction for flexible benefits.

- (b) The Board further agrees to:
- (1) remit plan contributions to the flexible account, which shall be established at a qualified public depository, pursuant to Chapters 280 and 237.211 of the Florida Statutes. Contributions shall be made to the account in a timely fashion following the pay period the salary reduction occurs.
 - (2) forward to FBMC, in a timely fashion, data on magnetic tape relative to the operation of the account in a format mutually acceptable to the Board and FBMC.
 - (3) supply information to FBMC for each participating employee's Board-paid life insurance and salary, so that the plan can comply with applicable Internal Revenue Service regulations.
- (c) The plan manager's books and records will be subject to annual DCPS audit at the plan manager's expense. The plan manager, at its expense, will provide the Board with periodic (at least monthly) reports, in a format mutually agreed to by the Board and the plan manager, with quarterly utilization reports.
- (d) No later than April 15 each year, the plan manager will provide an analysis of the year-to-date performance of the programs for the previous calendar year. Following acceptance of the data, the Board will deposit the balances into the Board's account and use them to offset core group insurance premiums.
- (e) Employees on leave who have not continued their flexible benefits will only be permitted to enroll in the plan upon return to active status on the first day of the month following their return to active full-time status. Individual questions as to employee eligibility will be resolved for both active and on-leave employees by the Deputy Superintendent for Financial Affairs.
- (f) The plan manager shall, at all times, comply with existing federal and state laws, rules, and/or regulations. The provisions herein relating to the flexible benefits plan should automatically be amended to conform to changes in any of the above-stated laws, rules, and/or regulations, provided such changes do not require additional Board liability or contributions.

APPENDIX D (cont.)

3. Fringe Benefits Management Company agrees to indemnify, save harmless, and defend The School Board of 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 "Variety of Individual Selections Trust Account", known as "VISTA". Surety bonds, as required by the State of Florida on behalf of the above-referenced companies, will be endorsed to provide that The School Board of Dade County, Florida, its employees and agents will be added as named insureds.
4. All references to "VISTA", "VISTA Account-Dade", and Fringe Benefits Managements are continued until December 31, 1995.

Section 3. Travel Reimbursement

A. In Dade County for Eligible Employees

1. Eligible employees shall obtain reimbursement for travel within 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 Dade County for Eligible Employees

1. Employees of the school system who are authorized to travel outside of 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

APPENDIX D (cont.)

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 Bureau of Procurement and Materials Management 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.

APPENDIX D (cont.)

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 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 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

APPENDIX D (cont.)

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 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 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.

APPENDIX D (cont.)

3. If such an edition of which the copyright is held by the Board becomes obsolete and the Superintendent does not recommend revisions by 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 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 Instructional Leadership, 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

APPENDIX D (cont.)

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 bimonthly. 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.

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Section 6. Health Maintenance Organization 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. Early Retirement Plan

The Board agrees to provide at Board expense a supplemental early retirement plan to eligible full-time bargaining unit members who participate in the Florida Retirement System, who have attained age 55, and who have completed at least 25 years, but less than 28 years, of creditable service, as defined by the Florida Division of Retirement.

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 DCPS Deduction Control Office. Bonds will be purchased automatically until the employee requests cancellation by submitting a bond cancellation form to the 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 Paraprofessional II's and Paraprofessional I's classified to work in behavioral and Pre-K categories are absent from their duties. Extra teaching period supplements are not authorized for

APPENDIX E (cont.)

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.

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 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

APPENDIX E (cont.)

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 Associate 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)(2) of the 1985-88 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,

APPENDIX E (cont.)

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.

APPENDIX E (cont.)

B. Experience Credit for Step Placement on AO or CO Salary Schedules

1. Certificated employees 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.
- 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 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.

APPENDIX E (cont.)

- f. Each 12 months of social work experience, if employed as a school social worker with required certification with a maximum of four years.
- 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. Employees new to DCPS shall be credited with up to the maximum of teaching experience, as listed in Section 2(B).
- l. Each 687 hours or more of part-time teaching during any one fiscal year, if and when employed on a full-time basis, excluding emergency substitute service.
- 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)(k).
- 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.

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

APPENDIX E (cont.)

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 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.

APPENDIX E (cont.)

Section 3. AO and CO Salary Schedules for Certificated Employees

SALARY SCHEDULE (AO)
BACHELOR'S DEGREE
10-Month

<u>STEP</u>	<u>EFFECTIVE FALL 1994-95</u>	<u>EFFECTIVE FALL 1995-96</u>
1	\$27,500	\$28,000
2	27,650	28,350
3	28,000	28,700
4	28,350	29,050
5	28,700	29,400
6	29,050	29,750
7	29,700	30,300
8	30,250	30,950
9	31,550	31,650
10	32,400	32,500
11	33,300	33,400
12	35,000	35,100
13	39,200	39,300
14	42,400	42,500
15	44,900	44,900
15a*	46,400	46,500
15b*		48,000
23	46,900	48,500
24	46,900	48,500
25	47,400	49,000

Career Teacher Incentive: Eligibility for Step 23 requires completion of 22 teaching years. Eligibility for Step 24 requires completion of 23 teaching years. Eligibility for Step 25 requires completion of 24 teaching years.

NOTE: The 12-month schedule increases each step of the AO/CO Salary Schedule by 20 percent.

* For purposes of computerized payroll display only, Step 15a shall be displayed as 16 and Step 15b shall be displayed as 17.

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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 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>Year</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist</u>	<u>Doctorate</u>
1994-95	\$28.95	\$31.12	\$32.57	\$34.02
1995-96	30.11	32.37	33.88	35.38

- 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				
1994-95	\$20.05	\$22.45	\$23.89	\$25.55
1995-96	20.86	23.35	24.85	26.58
501-1000				
1994-95	21.15	23.53	24.96	26.65
1995-96	22.00	24.48	25.96	27.72
1001-Up				
1994-95	22.28	24.64	26.12	27.73
1995-96	23.18	25.63	27.17	28.84

APPENDIX E (cont.)

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, 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 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 Assistant/Region Superintendent and the appropriate Associate or Deputy Superintendent.
4. Elementary teachers who teach an extra period in a secondary school

APPENDIX E (cont.)

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 Deputy Superintendent for Personnel Management and Services.
- 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, exceptions may be granted only by the respective Region 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,

APPENDIX E (cont.)

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

	<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>	<u>Column 5</u>	<u>Column 6</u>	<u>Column 7</u>
ATHLETIC TRAINER (1)							
1994-95	2,620	2,930	3,275	3,570	3,820	4,015	4,216
1995-96	2,730	3,050	3,410	3,710	3,970	4,180	4,390
ASSISTANT ATHLETIC TRAINER (1)							
1994-95	1,305	1,465	1,645	1,795	1,920	2,020	2,121
1995-96	1,360	1,520	1,710	1,870	2,000	2,100	2,210
ATHLETIC DIRECTOR (1)							
1994-95	2,920	3,260	3,650	3,980	4,260	4,475	4,699
1995-96	3,040	3,390	3,800	4,140	4,430	4,650	4,890
ASSISTANT ATHLETIC DIRECTOR (1)							
1994-95	1,460	1,635	1,825	1,985	2,125	2,235	2,347
1995-96	1,520	1,700	1,900	2,070	2,210	2,330	2,440
BUSINESS MANAGER (1)							
1994-95	2,145	2,400	2,685	2,930	3,135	3,295	3,460
1995-96	2,230	2,500	2,790	3,050	3,260	3,430	3,600
HEAD COACH - FOOTBALL (FIRST SEMESTER) (1)							
1994-95	1,785	1,995	2,235	2,440	2,615	2,745	2,883
1995-96	1,860	2,080	2,330	2,540	2,720	2,860	3,000
HEAD COACH - FOOTBALL (SECOND SEMESTER) (1)							
1994-95	955	1,065	1,195	1,305	1,400	1,470	1,544
1995-96	990	1,110	1,240	1,360	1,460	1,530	1,610

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HEAD COACH - FOOTBALL - JUNIOR VARSITY (FIRST SEMESTER) (1)

1994-95	1,010	1,135	1,265	1,380	1,480	1,555	1,633
1995-96	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)

1994-95	985	1,105	1,230	1,340	1,435	1,510	1,586
1995-96	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)

1994-95	1,705	1,910	2,130	2,325	2,490	2,615	2,746
1995-96	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)

1994-95	860	955	1,065	1,160	1,245	1,310	1,376
1995-96	900	990	1,110	1,210	1,300	1,360	1,430

ASSISTANT COACH - FOOTBALL (SECOND SEMESTER) (5)

1994-95	400	445	495	540	580	610	641
1995-96	420	460	520	560	600	640	670

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2. Regular Supplements

Eligible employees will begin at the first column and then progress through the schedule during subsequent consecutive years.

	Column 1		Column 2		Column 3		Column 4	
	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>
Activities Director, Senior High/ Vocational Technical Centers	2,650	2,760	2,835	2,950	3,090	3,210	3,245	3,380
Adjunct Teacher (DATA)	4,000							
Agriculture Teacher (12-month)	300	310	325	340	350	360	368	380
Band Director, Middle School	1,550	1,610	1,660	1,730	1,810	1,880	1,901	1,980
Band Director, Senior High	2,875	2,990	3,080	3,200	3,355	3,490	3,523	3,660
Bilingual Vocational Instructional Program Teacher-Coordinator	6,000							
Cheerleader Sponsor, Senior High	1,500	1,560	1,605	1,670	1,750	1,820	1,838	1,910
Cheerleader Sponsor, Middle School	750	780	805	840	875	910	919	960
Clinical Supervising Teacher	1,000							
Critical Thinking Skills Project Teacher-Coordinator	6,000							
Curriculum Specialist, Chapter 1 Program	2,000							
Debate, Senior High	2,000	2,080	2,140	2,230	2,335	2,430	2,452	2,550
Department/Subject Area/Grade-Level Chairperson, Elementary (a)	900	940	965	1,000	1,050	1,090	1,103	1,150
Department Head, Middle and Senior High/Vocational Technical/Adult Centers (b)	1,650	1,720	1,765	1,840	1,925	2,000	2,022	2,100
Department Head, Middle and Senior High/Vocational Technical/ Adult Centers (c)	1,225	1,270	1,310	1,360	1,430	1,490	1,502	1,560
Director - Social Services	1,150	1,200	1,230	1,280	1,345	1,400	1,413	1,470
District Student Newspaper	1,600	1,660	1,715	1,780	1,870	1,950	1,964	2,040
Dramatics, Middle School	900	940	965	1,000	1,050	1,090	1,103	1,150
Dramatics, Senior High	1,200	1,250	1,285	1,340	1,400	1,460	1,470	1,530
Education Television Program Teacher-Coordinator	6,000							
Elementary School Activities Sponsor	500	520	535	560	585	610	615	640
Elementary Academic Activities Sponsor (maximum one per school) (d)	500	520	535	560	585	610	615	640
Future Educators of America Chapters, Senior High	1,000	1,040	1,070	1,110	1,170	1,220	1,229	1,280
Future Educators of America Chapters, Middle School	800	830	860	900	935	970	982	1,020
Future Educators of America Chapters, Elementary	600	620	645	670	700	730	735	770

APPENDIX E (cont.)

	Column 1		Column 2		Column 3		Column 4	
	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>
Head Librarian								
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	600	620	645	670	700	730	735	770
Instructional Management Systems Teacher-Coordinator	6,000							
Interdisciplinary Team Leader (Middle Schools)	1,650	1,720	1,765	1,840	1,925	2,000	2,022	2,100
Inter-Group Relations Specialist	1,050	1,090	1,125	1,170	1,225	1,270	1,287	1,340
Intramural, Elementary	1,400	1,460	1,500	1,560	1,635	1,700	1,717	1,790
J.V. Cheerleader Sponsor, Senior High	750	780	805	840	875	910	919	960
Lead Teacher - Corporate Academy (g)								
Lead Teacher - Magnet Schools/Program	2,000							
Lead Teacher - Satellite Learning Center (g)								
Middle School Club Sponsor (maximum of five per school)	500	520	535	560	585	610	615	640
Middle School Academic Activities Sponsor (maximum two per school) (d)	500	520	535	560	585	610	615	640
Music:								
Middle School	1,100	1,140	1,180	1,230	1,285	1,340	1,350	1,400
Senior High	1,200	1,250	1,285	1,340	1,400	1,460	1,470	1,530
Newspaper (Sponsor Must Carry Full Teaching Load)								
Middle School	1,300	1,350	1,390	1,450	1,520	1,580	1,596	1,660
Senior High	1,600	1,660	1,715	1,780	1,870	1,950	1,964	2,040
Occupational Training Center Team Leader (Four)	1,225	1,270	1,310	1,360	1,430	1,490	1,502	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, and/or Emotionally Handicapped (EH)	1,050	1,090	1,125	1,170	1,225	1,270	1,287	1,340
Peer Teacher (e)	800	830	825	860	850	890	893	930
Peer Teacher for Part-Time Teachers (e)	400	420	415	430	425	440	445	460
Performing Groups, Senior High (i.e., Majorettes, Drill Corps, Flag Corps: maximum of four per school)	750	780	805	840	875	910	919	960
Planetarium Director	1,650	1,720	1,765	1,840	1,925	2,000	2,022	2,100
Psychologist of the Severely Emotionally Disturbed (SED) Working Exclusively in that Program	1,475	1,530	1,580	1,640	1,720	1,790	1,806	1,880

APPENDIX E (cont.)

	Column 1		Column 2		Column 3		Column 4	
	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>	<u>94-95</u>	<u>95-96</u>
Region Department Head for Gifted Programs (Six)	1,225	1,270	1,310	1,360	1,430	1,490	1,502	1,560
Region Department Head for Speech and Language Programs (Six)	1,225	1,270	1,310	1,360	1,430	1,490	1,502	1,560
Region Department Head for School Psychology (Six)	1,225	1,270	1,310	1,360	1,430	1,490	1,502	1,560
Region Department Head School Social Worker (Six)	1,225	1,270	1,310	1,360	1,430	1,490	1,502	1,560
Resident Teacher (DATA)	4,000							
Residual Rights for T.V. Teachers	1,175	1,220	1,260	1,310	1,370	1,430	1,439	1,500
Safety Patrol Sponsor, Elementary	600	620	645	670	700	730	735	770
SAGE Lead Teacher	2,000							
Secondary Program Specialist for Exceptional Student Programs (Eight)	1,650	1,720	1,765	1,840	1,925	2,000	2,022	2,100
Senior High Club Sponsor	500	520	535	560	585	610	615	640
Social Worker	750	780	805	840	875	910	919	960
Student Council, National Junior Honor Society, Middle School	800	830	860	900	935	970	980	1,020
Student Council, Service Club Sponsor, Class Sponsor, National Honor Society, Senior High	1,000	1,040	1,070	1,110	1,170	1,220	1,230	1,280
Teacher as Advisor Leader (Designated Middle Schools)	1,500	1,560	1,605	1,670	1,705	1,770	1,791	1,860
Teacher or Counselor of the Emotionally Handicapped (EH) or Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), Trainable Mentally Handicapped Working Exclusively in these Programs	1,475	1,530	1,580	1,640	1,720	1,790	1,806	1,880
Teacher-Director of TEC (f)								
Teacher-Director of DATA (f)								
Television Production Teachers (Middle, Senior High)	1,000							
Test Chairperson (Secondary Level and Vocational/Technical)	900	940	965	1,000	1,050	1,090	1,103	1,150
Training and Treatment Center Teacher	1,100	1,140	1,180	1,230	1,285	1,340	1,350	1,400
Vocational Student Organizational Teacher District/Regional Advisors	1,475	1,530	1,580	1,640	1,720	1,790	1,806	1,880
Yearbook:								
Middle School	1,100	1,140	1,180	1,230	1,285	1,340	1,350	1,400
Senior High	1,600	1,660	1,715	1,780	1,870	1,950	1,964	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.

APPENDIX E (cont.)

- (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) Position mandated by State Statutes (K-12 and Adult). Peer Teacher supplements shall be paid in a lump sum at the conclusion of the Peer Teacher assignment.
- (f) Dual extra teaching period supplements.
- (g) 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
Soccer	Volleyball
Softball	Cross Country

- (2) Sports entitled to one supplement per school:

Coed Tennis	Swimming
Wrestling	Golf
Bowling	

APPENDIX E (cont.)

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:

	<u>1994-95</u>	<u>1995-96</u>
Intramural	\$365	\$380
Sport	640	670
Bowling	320	330

4. ESE Coaching Supplement

Up to five coaching supplements of \$490 (\$510 for 1995-96) 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 shared decision-making at the school sites, the parties agree that, effective the 1992-93 school year, SBM/SDM schools and six pilot non-SBM/SDM schools may develop an annual 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

APPENDIX E (cont.)

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
 - Instructional Management Systems Coordinator
 - 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)
 - Peer Teacher
 - Planetarium Director
 - Psychologist of the Severely Emotionally Disturbed (SED) Working Exclusively in that Program
 - Resident Teacher (DATA)
 - Residual Rights for T.V. Teachers
 - SAGE Lead Teacher
 - 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),

APPENDIX E (cont.)

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 SBM/SDM 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 Executive Vice President 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 Executive 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

APPENDIX E (cont.)

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 will 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, 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

APPENDIX E (cont.)

- 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. Athletic Trainers shall be compensated as provided for in Appendix E, Sections 2 and 3. The base salary range shall be Steps 1 through 10 of the AO Salary Schedule.
 - 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.
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.

APPENDIX E (cont.)

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 Executive Director for School Athletics and Activities.

B. Fair Labor Standards Act (FLSA) Provisions

1. Individuals who are under separate contract with 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**
\$860	202
400**	94

*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.

APPENDIX E (cont.)

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 Region Superintendent or designee.
- D. Career Development -- To encourage DCPS secretarial/clerical personnel to enter the teaching profession, the Board and Union agree that 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

INSTRUCTIONAL JOB TITLES

Activities Director
Art
Athletic Director
Audiologist
Bilingual Curriculum
Business Education General
Business Manager
Career Laboratory Teacher
Compensatory Education Hourly Teacher
Computer Education Middle School
Computer Education Senior High
Counselor Vocational/Adult
Dade Academy for the Teaching Arts - Teacher-Director
Department Head Fine Arts Middle School
Department Head Language Arts
Department Head Language Arts Middle School
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
Elementary Counselor
Elementary Resource Teacher
Emergency Substitute Degreed
Emergency Substitute Non-Degreed
English Second Language
English Second Language Senior High
ESE - Adaptive Physical Education
ESE - Art Therapy
ESE - Autistic
ESE - Behavior Management
ESE - Deaf
ESE - Educable Mentally Handicapped
ESE - Emotionally Handicapped

APPENDIX F (cont.)

ESE - Hospital/Homebound
ESE - Physically Impaired
ESE - Preschool
ESE - Profoundly Mentally Handicapped
ESE - Severely Emotionally Disturbed
ESE - Special Learning Disability
ESE - Speech Language Pathologist (SLP)
ESE - Trainable Mentally Handicapped
ESE - Varying Exceptionalities
ESE - Visually Impaired
Fifth Grade
Fine Arts Art Middle School
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 Music Instrumental
Fine Arts Music Middle School
Fine Arts Music Vocal Senior High
Fine Arts Senior High
Fine Arts Vocal Middle School
First Grade
Foreign Language Middle School
Foreign Language Senior High
Fourth Grade
Full-Time Athletic Trainer
Gifted - Exceptional Student
Half-Time Teacher
Hourly Emergency Substitute
Hourly Teacher
Hourly Vocational Substitute Degreed
Hourly Vocational Substitute Non-Degreed
Human Resource Specialist
Industrial Arts General
JROTC Instructor
K-12 Part-Time Hourly-Certified
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
Language Journalism Publication

APPENDIX F (cont.)

Leadership Experience Opportunity for Teachers (LEO-T)
Lead Teacher - Magnet Program
Lead Teacher - SBM/SDM School
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
Music
Occupational Specialist
Occupational Therapist
Physical Education
Physical Education Middle School
Physical Education Senior High
Physical Therapist
Political Science
Pool Substitute
Psychologist
Permanent Substitute - Encumbered
Permanent Substitute - Unencumbered
Permanent Substitute Psychologist
Regular Teacher/3100
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
Sign Language
Sixth Grade
Social Studies Middle School
Social Studies Senior High
Special Education Special Services
Special Spanish Teacher
Substitute Compensatory Education Hourly Teacher
Teacher Education Center - Teacher-Director
Teacher-Center for Special Instruction
Third Grade
Trust Specialist
Vocational Adult Teacher Adult Basic Education Adult Hi School F-T Certified

APPENDIX F (cont.)

Vocational Adult Teacher Adult Basic Education Adult Hi School Non-Certified
Vocational Adult Counselor Part-Time
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
Vocational Adult Teacher Community Instructional Service F-T Certified
Vocational Adult Teacher Community Instructional Service P-T/F-T Certified
Vocational Adult Teacher Community Instructional Service Part-Time
Vocational Adult Teacher Community Instructional Service P-T
Vocational Adult Teacher Counselor Part-Time
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
Vocational Adult Teacher Diversified Full-Time 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 Full-Time Certified
Vocational Adult Teacher Health Occupational
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
Vocational Adult Teacher Home Economics Full-Time Certified
Vocational Adult Teacher Home Economics Part-Time
Vocational Adult Teacher Home Economics Part-Time Certified
Vocational Adult Teacher Home Economics Part-Time Non-Certified
Vocational Adult Teacher Office Occupational
Vocational Adult Teacher Office Occupational Certified
Vocational Adult Teacher Office Occupational Part-Time
Vocational Adult Teacher Office Occupational Part-Time Non-Certified
Vocational Adult Teacher Part-Time/Full-Time Certified
Vocational Adult Teacher Public Service 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
Vocational Adult Teacher Trade & Industry Full-Time Certified

APPENDIX F (cont.)

Vocational Adult Teacher Trade & Industry Part-Time
Vocational Adult Teacher Trade & Industry Part-Time Certified
Vocational Adult Teacher Trade & Industry Part-Time/Full-Time
Vocational Adult Teacher Trade & Industry Part-Time Non-Certified
Vocational Adult Teacher Tuition Part-Time
Vocational Adult Teacher Tuition Part-Time/Full-Time
Vocational Adult Teacher Work Experience - Post-Secondary
Vocational Adult Teacher Work Experience Certified Post-Secondary
Vocational Adult Teacher Work Experience Non-Certified Post-Secondary
Vocational Agriculture Middle School
Vocational Agriculture Senior High
Vocational Business Middle School
Vocational Business Senior High
Vocational DCT Senior High
Vocational Distributive Education Middle School
Vocational Distributive Education Senior High
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 Job Entry
Vocational Public Service Middle School
Vocational Public Service Senior High
Vocational Substitute
Vocational Work Experience Middle School
Vocational Work Experience Senior High

APPENDIX F (cont.)

OFFICE EMPLOYEES JOB TITLES

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
Buyer Assistant I
Buyer Assistant II
Cashier
Certification Specialist
Chief Finance Clerk
Chief Cash Management Clerk
Chief Data Input Specialist
Citizens Information Specialist
Compensation System Specialist
Computer Operator
Contract Clerk II
Contract Clerk I
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
Documentation Librarian
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
Finance Clerk III
Finance Clerk II
Finance Clerk I

APPENDIX F (cont.)

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
Illustrator Clerk
Inventory Control Specialist
Inventory Accounting Specialist
Inventory Accounting Specialist II
Junior Buyer
Laboratory Aide
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
Payroll Deduction Specialist II
Payroll Control Analyst
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

APPENDIX F (cont.)

Production Control Scheduler
Property Auditor
Purchasing Documentation Analyst
Purchasing Documentation Specialist
Purchasing Assistant
Receptionist
Records Center Technician
Records Analyst
Registrar Education Centers (12-mo)
Registrar - Foreign Student
Registrar - GED
Registrar High School (12-mo)
Registrar Junior/Middle School
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

APPENDIX F (cont.)

Senior Wage and Salary 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 Assistant
Senior Production Control Scheduler
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
Switchboard Operator
Systems Support Specialist
Tape Librarian
TEC Business Management Assistant
Technological Training Support Specialist
Telecommunications Specialist
Test Distribution Clerk
Testing Clerk
Textbook Requisition Specialist
Transaction Control Clerk
Travel Reservation Clerk
Treasurer Education Centers
Treasurer High School
Wage and Salary Specialist
Word Processing Operator

APPENDIX F (cont.)

PARAPROFESSIONAL JOB TITLES AND
SCHOOL SUPPORT PERSONNEL

Athletic Trainers (Full-Time)
Community Involvement Specialist
Correctional Programs Facilitator
Guidance Counselor Assistant
Paraprofessional II (General)
Paraprofessional I (General)
Paraprofessional I (Vocational)
Paraprofessional II (Vocational)
Paraprofessional II (Vocational)
College Assistance Program Advisor
Paraprofessional II (General)
Paraprofessional I (General)
Paraprofessional II (Therapeutic)
Paraprofessional I (Therapeutic)
Paraprofessional II (Behavioral)
Paraprofessional I (Behavioral)
Paraprofessional II (Bilingual)
Paraprofessional I (Bilingual)
Paraprofessional I (Vocational)
Paraprofessional II (Social Service)
Paraprofessional I (Social Service)
Paraprofessional II (Therapeutic)
Paraprofessional I (Montessori)
Paraprofessional II (Montessori)
Paraprofessional I (Pre-K)
Paraprofessional II (Pre-K)
Interpreter for Hearing Impaired QA I
Interpreter for Hearing Impaired QA I
Interpreter for Hearing Impaired QA II
Interpreter for Hearing Impaired QA III
Interpreter for Hearing Impaired RID
School Security Monitor
School Security Resource Specialist
School Security Monitor
Paraprofessional I (Bilingual)
Instructional Management System Specialist
Computer Laboratory Specialist
Occupational Therapy Assistant
Physical Therapy 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. 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 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 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.

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.

APPENDIX G (cont.)

- 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, 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.

Section 4. Withdrawal Procedures

- A. Participating members who meet the following criteria may apply for withdrawal of days from the UTD Sick Leave Bank:
 - 1. exhaustion of all personal sick leave days;
 - 2. confinement for 10 working days or more without sick leave; and,
 - 3. exhaustion of or ineligibility for extra sick leave for hardship.
- B. 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 45 days per 12-month period.

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

APPENDIX G (cont.)

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".

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.

APPENDIX G (cont.)

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.

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.

THE UNITED TEACHERS OF DADE

The operating structure of the United Teachers of Dade includes three essential components: elected leaders, departments and divisions. Under the elected leaders are the Executive Vice President, President and First Vice President. These are full-time working positions in United Teachers of Dade. The President and First Vice President are contractually released from the classroom.

There are six departments in UTD, each headed by a director who is responsible for the operation of that department. The five divisions of UTD work directly under the supervision of the President and Executive Vice President.

UTD'S DEPARTMENTS AND THEIR DIRECTORS ARE AS FOLLOWS:

(alphabetical order by department)

- Field Services — John Birk
- Labor and Community Relations — Yvonne Burkholz
- Leadership Training and Membership — Fred Wallace
- Legislative and Political Relations — Cynthia Hall
- Media and Public Relations — Annette Katz
- Professionalization — Marie Mastropaolo

THE DIVISIONS WITHIN UTD ARE AS FOLLOWS:

(alphabetical order by division)

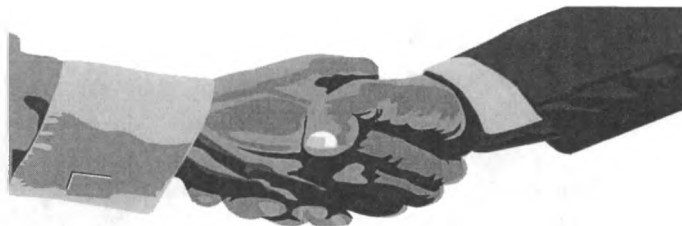
- Building and Land Management
- Comptroller's Office
- Data Processing and Records
- Economic Services
- Office Manager and Educational Programs

The United Teachers of Dade began as the Dade County Classroom Teachers Association in 1930 and became part of the American Federation of Teachers when CTA merged with the Dade Federation of Teachers in 1974. UTD's union charter number within AFT is Local 1974.

UTD's professional and labor affiliations are the American Federation of Teachers, Florida Education Association/United, AFL-CIO, Florida AFL-CIO and South Florida AFL-CIO.

UTD is the exclusive bargaining agent for Dade County's teachers, paraprofessionals, and office/secretarial personnel. Also affiliated with UTD is the UTD Retired Teachers Chapter.

MESSAGE FROM PAT TORNILLO



The United Teachers of Dade and the Dade County Public Schools have enjoyed one of the longest and most stable labor-management relationships in the nation. Together, we have forged new beginnings in education which have made a tremendous impact on the way you and your colleagues to come will teach and their students will learn.

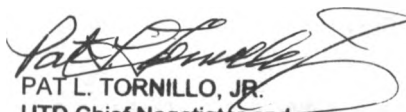
With each passing year, the significance of contract ratification becomes more apparent. Our successes at the bargaining table which have established professional career salaries, thereby enhancing and raising the status and prestige of education professionals, are hard-fought and increasingly difficult to achieve. The no-tax climate and the public's disdain for anything governmental, deeply impacts collective bargaining.

Our broadened base of bargaining over the last several contracts includes provisions directly designed to include you in the decision-making process. Our positions have as their ultimate consequence to improve student achievement. Achieving our goals in bargaining is not easy. Our battles, therefore, remain on many fronts. We have achieved so much and yet, we have so much yet to accomplish.

This contract, itself, remains "unfinished." In the spring of 1995 we will begin talks on salary reopeners for the third year of the contract. Your support, as always, will have a profound affect on the success of those upcoming talks.

I thank all of you who are continuing towards our united dream of a truly restructured and well-financed educational system.

In Unity,



PAT L. TORNILLO, JR.
UTD Chief Negotiator and
Executive Vice President

UTD EXECUTIVE VICE PRESIDENT

PAT L. TORNILLO, JR. served as executive secretary and executive director of the Dade County Classroom Teachers Association and presently serves as Executive Vice President of the United Teachers of Dade. He is also the union's chief negotiator.



TORNILLO'S many years of continuous service to Dade's education profession began with his 1956 teaching assignment at Biscayne Gardens Elementary School. Subsequently, he taught at the junior and senior high levels and in the adult education program.

IN 1994, Tornillo was appointed to chair the American Federation of Teachers Technology Committee. He remains the chair of AFT's Futures Task Force which has established guidelines to help shape the goals and objectives for AFT's next 25 years.

IN 1994, Tornillo was appointed to serve as a member of Florida's Juvenile Justice Advisory Board by Governor Lawton Chiles. This advisory board will oversee the actions of the state's new juvenile justice department.

IN 1991, Tornillo was appointed to serve on Florida's Budget and Tax Reform Commission. In that capacity, he is helping to reshape state policies and practices with respect to education funding. This commission goes through the year **2000**.

DURING 1991, Tornillo was also appointed to the Federal Reserve Board. In **1994**, he was reappointed for a new three-year term. His activities on that board provide significant input for his work in lobbying to change the state budget framework.

FOR THE PAST several years, Tornillo has served as a Trustee of the Greater Miami Chamber of Commerce.

FIRST AND FOREMOST, he has always been a teacher advocate. Presently, in addition to his roles in Dade County, he is president of Florida Education Association/United (UTD's state affiliate) and vice president of the American Federation of Teachers. He is also a member of the AFT Executive Committee which includes 10 elected AFT officers including President Albert Shanker and Secretary-Treasurer Edward McElroy. Tornillo's wife, Donna, is a former Dade County elementary school teacher.

Assistant to the Executive Vice President	Judy Garcia
Research Assistant to the Executive Vice President	Janet Dean

UTD PRESIDENT

MURRAY SISSELMAN has been active in UTD for many years, serving as the chair of the Legislative Committee and as second and first vice president and acting president of the Dade County Classroom Teachers Association. He has been president of UTD since 1974.



SISSELMAN has lived in Dade County for over 42 years and has been active in community affairs such as chairing the Metropolitan Dade County Zoning Appeals Board.

SISSELMAN began his teaching career upon returning to Miami after serving in the Army in 1956. He was hired at Westview Junior High as a social studies teacher and is still assigned to that school, since the president of the union is a teacher on released assignment to UTD.

AS THE UNION'S PRESIDENT, his responsibilities include chairing the Council of Steward meetings and overseeing the day-to-day operations of all the departments and divisions within UTD as the Director of Staff. He is also the presiding officer at all Executive Board meetings and at general membership meetings. He is a member of the UTD Bargaining Team.

SINCE 1974, Sisselman has stressed the importance of membership communication and input in all contracts and organizational activities. He helped establish the nationally recognized UTD Future Leaders Program and was instrumental in establishing the Future Educators of America clubs in all of the county's public schools. That program has also become a model for the nation. Sisselman's wife, Lu, is a Dade County elementary school teacher.

First Vice President	Genevieve Yarnold	
Assistant to the President	Carmen Esquijarosa	
Building/Land Management	Maintenance Supervisor	Manny Crespo
	Maintenance Helper	Alex Xenos
Comptroller's Office	Comptroller	Judi Bowling
	Bookkeeper	Cristina Diaz
Data Processing/Records	Supervisor	Linda Robinson
	Word Processor/Computer Technician	Charmaine Haitcock
Economic Services	Specialist	Karen Pignato
	Assistant	Indian Pelham
Educational Programs	Office Manager/Specialist	Connie Jackson
	On-Site Liaison	Chequeta Traylor

UTD EXECUTIVE BOARD

(IN ALPHABETICAL ORDER)



PAT L. TORNILLO
Executive Vice President



MURRAY SISSELMAN
President
Teacher-on-Leave



GENEVIEVE YARNOLD
First Vice President
Teacher-on-Leave



LEOLA ADAMS
Vice President
Elementary Schools
Teacher at Mae
Walters Elementary



SANDY BEARMAN
Vice President
Senior High Schools
Teacher at North
Miami Beach Senior



AARON BETHEL
Vice President
North Central Area
Teacher at Arcola
Lake Elementary



MAGDA BROOKS
Vice President
Middle Schools
Teacher at Citrus
Grove Middle



ANN COLMAN
Vice President
Senior High Schools
Teacher at Miami
Beach Senior



BILL COTTER
Vice President
North Area
Teacher at Biscaya
Elementary

UTD EXECUTIVE BOARD

(IN ALPHABETICAL ORDER)



BARBARA HARRIS
Vice President
South Central Area
Teacher at Kensington
Park Elementary



SERGIO MEGIAS
Vice President
Adult/Vocational/Tech.
Teacher at Miami
Skill Center



VON D. MIZELL, JR.
Vice President
Paraprofessionals
Paraprofessional at
Biscayne Gardens Elementary



ISAAC MOBLEY
Vice President
South Area
Teacher at Naranja
Elementary



PHYLLIS PORTER
Vice President
Office Personnel
Data Input Specialist at
Pinecrest Elementary



DANEEN REGNA
Vice President
Middle Schools
Teacher at Cutler
Ridge Middle



LIDIA RODRIGUEZ
Vice President
Elementary Schools
Teacher at Jack
Gordon Elementary



RAQUEL VIAMONTE
Vice President
Elementary Schools
Teacher at Morningside
Elementary



BILLIE SUE VOGEL
Vice President
Elementary Schools
Teacher at Claude
Pepper Elementary

DIRECTOR OF FIELD SERVICES

JOHN BIRK has been a member of the UTD staff for 25 years. A former teacher at Westview Junior High and Charles R. Drew Middle, Birk consistently distinguishes himself as an organizational activist and member advocate.



AS DIRECTOR OF FIELD SERVICES, Birk heads up the activities of the union's Bargaining Agent Representatives and Bargaining Agent Assistants. In this capacity, he and the Field Staff seek to resolve both worksite and contractual field problems.

THE FIELD STAFF also assists in the day-to-day monitoring of the system's restructured programs such as School-Based Management/Shared Decision-Making. Field Services responsibilities also include managing the Personal Property Loss Fund and the Sick Leave Bank.

FIELD SERVICES DEPARTMENT STAFF		
DIRECTOR	John Birk	
ASSISTANT TO DIRECTOR	Jenny Gomes	
RECEPTIONIST	Lucy Zamora	
AREA	BARGAINING AGENT REPRESENTATIVE	BARGAINING AGENT ASSISTANT
TERMS/SUSPENSIONS/TMC	Yvonne Perez	Maddie Lopez
REGION I	Dia Falco	Henry Palmer
REGION II	Sharon Beck	Pat Fullwood
REGION III	Benny Pollock	Tonya Allen
REGION IV	Larry Souter	Mirna Rios
REGION V	Shirley Johnson	Deanna Ramos
REGION VI	Randy Biro	Ana Punal

DIRECTOR OF LABOR AND COMMUNITY RELATIONS

YVONNE BURKHOLZ, a former teacher at Miami Jackson Senior High, was active in CTA prior to becoming a staff person in 1971. She served on the CTA Executive Board and was one of the key developers of the unions' grievance procedure.



ONE OF BURKHOLZ' major responsibilities is interpreting and implementing the contract. She coordinates the collective bargaining package preparation for UTD.

ADDITIONALLY, she is very involved with gender equity issues and serves as the co-chair of the DCPS/UTD Gender Equity Network. She is also a member of the Metropolitan Dade County's Equal Opportunity Board.

BURKHOLZ serves on numerous committees and councils such as the Miami Beach Children's Bureau and the Metro Dade Educational Task Force.

BURKHOLZ' husband, Ron Megar, is a jeweler.

ON A DAILY BASIS the Labor and Community Relations Department policies the contract from a countywide perspective, maintaining the integrity of the contract as it is written.

LABOR AND COMMUNITY RELATIONS STAFF	
DIRECTOR	Yvonne Burkholz
SPECIALIST	Michael Jones
SECRETARY	Lidi Bermudez

DIRECTOR OF LEADERSHIP TRAINING/MEMBERSHIP

FRED WALLACE has been a member of the UTD Staff since 1978, gaining experience in a variety of positions. He is a former work experience teacher for Ada Merritt Junior High. Additionally, he taught at North County and Royal Palm Elementary schools.

WALLACE'S responsibilities include preparing and implementing training modules for stewards, the executive board paraprofessionals, general membership, and members of UTD's affiliate, the United Office Personnel of Dade.



IN HIS ROLE, he is incorporating membership programs for all levels and classifications of membership in his department. Wallace is the union's liaison for the PTA/PTSA and the union's Black Caucus.

HIS WIFE, Brenda, is a teacher at Buena Vista Elementary School.

THE LEADERSHIP TRAINING AND MEMBERSHIP DEPARTMENT'S daily responsibilities include the recruitment of new members into UTD from all categories of eligible employees, in addition to the training and development of union stewards and members.

LEADERSHIP TRAINING AND MEMBERSHIP STAFF

DIRECTOR	Fred Wallace
SPECIALIST	Pat Siciliano
SECRETARY	Suzette Brown

DIRECTOR OF LEGISLATIVE/ POLITICAL RELATIONS

CYNTHIA HALL was a former teacher at John DuPuis and Highland Oaks Elementary schools. She became a member of the UTD Executive Board in 1974 and a member of the UTD staff in 1982.

HALL is the official lobbyist representing UTD in the Florida Education Association/United lobbyist pool during all legislative sessions. Hall supervises the union's screening of political candidates.

HALL is President of the South Florida AFL/CIO, a Federation of unions in Dade and Monroe. She is also UTD's liaison to all labor-related organizations and serves on the Executive Board of the Florida AFL/CIO and is Florida Vice President of the Coalition of Labor Union Women (CLUW). Hall is the coordinator for Tiger-C.O.P.E. Her responsibilities also include providing assistance for membership inquiries on certification and META.

HALL'S HUSBAND, Charles, is a Program Director in the Labor Institute at Florida International University. He is a former District 12 Vice President with the International Order of Firefighters and served in the Florida House of Representatives from 1980 to 1982.

MEMBERS' ASSISTANCE in the Legislative and Political Relations department includes direct help with certification. This department has a direct computer link with Tallahassee's Certification office. Political activism is the year-round watchword in this department. During election time they assist UTD endorsed candidates. During the legislative session they work hand-in-hand with our state lobbyists on legislation and keep the membership informed on important trends.



LEGISLATIVE AND POLITICAL RELATIONS STAFF

DIRECTOR	Cindy Hall
SPECIALIST	Elsa Lopez
SPECIALIST	Paul Lirette
SECRETARY	Evelyn Campo

DIRECTOR OF MEDIA/PUBLIC RELATIONS

ANNETTE KATZ has been a member of the UTD staff since 1974. Prior to coming to UTD, Katz was the main education writer for Knight-Ridder's newspapers local suburban division. It was the forerunner to the *Miami Herald's Neighbors* section.



SHE AND HER STAFF are responsible for the production of UTD's regular and special publications, including the *UTD TODAY*, resource guides, bargaining bulletins, posters, brochures, and calendars, among other items.

IN ADDITION, Katz maintains regular communication with area media, seeking to ensure that UTD's interests and opinions are brought before the public. Katz supervises UTD's involvement in the Teacher of the Year, Principal of the Year, Sallie Mae (Beginning Teacher of the Year), and Black Educator of the Year recognition awards programs. She also heads up the annual UTD/McDonalds Student Poster Contest.

KATZ is the staff liaison for the Jewish Educators Committee and is the Executive Vice President for Temple Shir Ami in Kendall. She is also the Legislative Chairperson for the Coral Reef Elementary PTA and is a parent assistant for the Odyssey of the Mind project at Southwood Middle School.

KATZ' HUSBAND, Stephen, is an attorney.

IN ADDITION to the production of regular publications, the daily activities in the Media And Public Relations department include the development and dissemination of materials to assist other UTD departments in communicating with the membership and to assist in the recruitment of new members.

MEDIA AND PUBLIC RELATIONS STAFF

DIRECTOR	Annette Katz
SPECIALIST	Jennifer Johnston
GRAPHICS DESIGNER	Terry Hann
SECRETARY	Fouzia Werner

DIRECTOR OF PROFESSIONALIZATION

MARIE MASTROPAOLO heads up the department which has primary responsibility for the Union's initiatives to enhance public education and the teaching profession, and she co-chairs the UTD/DCPS Planning/Oversight Subcommittee of the Professionalization of Teaching Task Force.



SHE WAS INSTRUMENTAL in the establishment of the Teacher Assessment and Development System (TADS) and is acting co-chair of the TADS Monitoring Committee, which resolves performance observation and evaluation disputes.

IN ADDITION, she oversees implementation of the credential payment and tuition reimbursement provisions of the contract. Mastropaolo joined the staff in 1975, after twenty-one years as an English teacher, including two years in Philadelphia, fifteen years at North Miami Senior High, and four years at Miami Northwestern, where she served as Department Head.

THE PROFESSIONALIZATION DEPARTMENT works directly with members and other UTD departments on a daily basis to insure that the decision-making process in each school is truly a shared process. This department also deals with district and region offices in the shared development and implementation of programs and projects.

PROFESSIONALIZATION STAFF	
DIRECTOR	Marie Mastropaolo
ASSISTANT DIRECTOR	Merri Mann
COORDINATOR	Yaro Sojka
SECRETARY	Janet Dunn

ASSISTANT DIRECTOR OF PROFESSIONALIZATION

MERRI MANN taught English at North Miami Senior High School for 22 years and served as Chair of the Language Arts Department from 1976 to 1986. she joined the UTD staff in 1986 as UTD's Professional Issues Specialist.



SHE HAS prime responsibility for School-Based Management/Shared Decision-Making schools, Saturn schools, and Satellite Learning Centers.

MANN serves on a host of advisory committees and task forces representing UTD and has served on the UTD Bargaining Team since 1988. Additionally, she sits on the Advisory Board for Camillus House and the Board of Directors for High School in Israel.

MANN'S HUSBAND, Harris Reibel, is a certified public accountant.

FIRST VICE PRESIDENT

GENEVIEVE YARNOLD's first involvement with UTD began when she became the building representative for Lindsey Hopkins Education Center in 1967. She then served on a number of CTA committees and chaired the Special Projects Committee for several years. In 1974 she was appointed to the UTD Executive Board and was re-elected every year since. In 1983 she became First Vice President.



GENEVIEVE first became a Dade County teacher in 1959 as a fourth grade teacher at Olympia Heights Elementary School. Later, she taught part-time in the adult education program at Miami Senior High as an ESOL business education teacher (having been a legal secretary in New Jersey prior to becoming a teacher). She taught part-time at Lindsey in the Manpower Development and Training program in the mid 60's and in 1965 became a full-time social studies and adult basic education teacher there. She is still assigned to Lindsey Hopkins but is on released assignment to UTD.

AS THE UNION'S first vice president, her responsibilities are to assist the president in carrying out his duties. She also coordinates the FEA/United and American Federation of Teachers conventions for UTD delegates. She is a member of FEA/United Executive Council, the AFT Standing Committee on Vocational Education and is a board member of HAPMO (HIV Aids Planning and Management Organization), United Vision Care, and Dr. Bruce Heiken Memorial Fund, Inc. She has been involved with the Dade-Monroe Teacher Education center and is chair of the TEC Council and a member of the Florida Education Standards Commission. Her husband, Bill, is the manager of the Book store at Miami High Adult Ed. Center.

UTD STAFF

(ALPHABETICAL BY POSITION & LAST NAME)

◆ <i>Executive Vice President</i>	Pat L. Tornillo, Jr.
◆ <i>President</i>	Murray Sisselman
◆ <i>First Vice President</i>	Genevieve Yarnold
• <i>Assistant Director of Professionalization</i>	Merri Mann
• <i>Assistant of Economic Services</i>	Indian Pelham
• <i>Assistant to the Director of Field Services</i>	Jenny Gomes
• <i>Assistant to the Executive Vice President</i>	Judy Garcia
• <i>Assistant to the President</i>	Carmen Esquijarosa
• <i>Bargaining Agent Assistant</i>	Maddie Lopez
• <i>Bargaining Agent Assistant - Region I</i>	Henry Palmer
• <i>Bargaining Agent Assistant - Region II</i>	Pat Fullwood
• <i>Bargaining Agent Assistant - Region III</i>	Tonya Allen
• <i>Bargaining Agent Assistant - Region IV</i>	Mirna Rios
• <i>Bargaining Agent Assistant - Region V</i>	Deanna Ramos
• <i>Bargaining Agent Assistant - Region VI</i>	Ana Punal
• <i>Bargaining Agent Representative - Region I</i>	Dia Falco
• <i>Bargaining Agent Representative - Region II</i>	Sharon Beck
• <i>Bargaining Agent Representative - Region III</i>	Benny Pollock
• <i>Bargaining Agent Representative - Region IV</i>	Larry Souter
• <i>Bargaining Agent Representative - Region V</i>	Shirley Johnson
• <i>Bargaining Agent Representative - Region VI</i>	Randy Biro
• <i>Bargaining Agent Representative - Terms/Susp.</i>	Yvonne Perez
• <i>Bookkeeper</i>	Cristina Diaz
• <i>Comptroller</i>	Judi Bowling
• <i>Coordinator</i>	Yaro Sojka
• <i>Data Processing and Records Supervisor</i>	Linda Robinson

UTD STAFF

(ALPHABETICAL BY POSITION & LAST NAME)

- *Director of Field Services* John Birk
- *Director of Labor/Community Relations* Yvonne Burkholz
- *Director of Leadership Training/Membership* Fred Wallace
- *Director of Legislative/Political Relations* Cynthia Hall
- *Director of Media/Public Relations* Annette Katz
- *Director of Professionalization* Marie Mastropaolo
- *Educational Programs* Chequeta Traylor
- *Graphics Designer/Art Director* Terry Hann
- *Mailroom Supervisor* Julie Rodriguez
- *Maintenance* Manny Crespo
- *Maintenance Helper* Alex Xenos
- *Office Manager/Educational Programs Specialist* Connie Jackson
- *Receptionist* Lisa Brown
- *Receptionist of Field Services* Lucy Zamora
- *Research Asst. to the Executive Vice President* Janet Dean
- *Secretary of Labor & Community Relations* Lidi Bermudez
- *Secretary of Leadership Training & Membership* Suzette Brown
- *Secretary of Legislative & Political Relations* Evelyn Campo
- *Secretary of Media & Public Relations* Fouzia Werner
- *Secretary of Professionalization* Janet Dunn
- *Specialist of Economic Services* Karen Pignato
- *Specialist of Labor/Community Relations* Michael Jones
- *Specialist of Leadership Training/Membership* Pat Siciliano
- *Specialist of Legislative/Political Relations* Elsa Lopez
- *Specialist of Legislative/Political Relations* Paul Lirette
- *Specialist of Media/Public Relations* Jennifer Johnston
- *Word Processor/Computer Technician* Charmaine Haithcock

CONSTITUTION OF UNITED TEACHERS OF DADE

ARTICLE I — NATURE OF THE ORGANIZATION

- A. This organization shall be known as the UNITED TEACHERS OF DADE, LOCAL 1974, FEA/UNITED, AFT, AFL-CIO.
- B. The United Teachers of Dade shall be a unified local of the Florida Education Association/United and shall be affiliated with the American Federation of Teachers.

ARTICLE II — OBJECTIVES

The purpose of this organization shall be to achieve the following objectives:

- A. To raise the status of teaching as a profession so as to provide quality education for all students.
- B. To achieve shared decision-making at the school level in regard to all aspects of the operation of the school.
- C. To achieve for members the right of self-governance in training, certification, curriculum, evaluation, and dismissal.
- D. To achieve the best written contract for its members, through the collective bargaining process.
- E. To obtain and protect, for its members, all of the rights to which they are entitled in a free society.
- F. To improve standards for teachers, educational workers, and other workers, by promoting better preparation, encouraging relevant in-service training, and securing the working conditions essential to the best performance of professional service.
- G. To increase members' power through legislative and political action with special emphasis on improving the standards for public employees through the strengthening of the collective bargaining law.
- H. To provide maximum economic and professional services for members.
- I. To achieve an economic power base for the benefit of all its members.

- J. To create a positive and realistic public image of teachers and other school employees.
- K. To encourage and promote the involvement of members in community affairs.
- L. To promote the welfare of children by assuring progressively better educational opportunities for all, regardless of race, creed, sex, physical or mental disabilities and social, political, or economic status.
- M. To fight to eliminate all forms of bias.
- N. To insure that there is a safe environment within which students can learn and teachers can teach.
- O. To promote mutual assistance and cooperation among teacher and other public employee organizations in Florida.
- P. To create a single, nationwide organization for all teachers and other non-supervisory school employees.
- Q. To work with the business community in order to advance public education.
- R. To support and promote the ideals of democracy as envisioned in the Constitution of the United States of America, its Bill of Rights and Amendments, to work for passage and retention of just laws which would improve the educational climate for students, teachers and other workers in education, and to encourage them to exercise their proper rights and responsibilities under these laws.

ARTICLE III — MEMBERSHIP

There shall be the following categories of active membership in the United Teachers of Dade:

Category 1 membership shall include any teacher, paraprofessional or other non-managerial employee of the Dade County Public School System falling within the listed job classifications in the bargaining unit certified as number 1 by the Public Employees Relations Commission. This category shall also include any member of the professional staff of the United Teachers of Dade.

Category 2 membership shall include those employees of the Dade County Public School System who fall into job classifications listed in the bargaining unit certified by the Public Employees Relations Commission as number 640. This category shall use, in addition to their membership in the United Teachers of Dade, the designation of United Office Personnel of Dade.

Category 3 membership shall include any teacher or non-managerial employee of other public or private educational institutions located in Dade County.

Category 4 membership shall include all persons who have retired from classroom teaching or allied work in Dade County and who subscribe to the objectives of the United Teachers of Dade.

Category 5 membership shall include all non-managerial employees of the Dade County Public School System or other public or private educational institution located in Dade County, who are members of a bargaining unit represented by a labor organization other than an AFT affiliate, and those individuals who hold beliefs consistent with the objectives of the United Teachers of Dade that they feel are not reflected by the majority union representing their bargaining unit.

Membership and all rights and privileges in the United Teachers of Dade shall not be denied because of race, sex, religious faith, or political activities or beliefs.

Final and binding interpretation of this membership Article shall be the responsibility of the Executive Board of the United Teachers of Dade, subject to the approval of the Council of Building Stewards.

ARTICLE IV — OFFICERS

A. The following officers shall be elected for a term of three (3) years and shall constitute the Executive Board of the United Teachers of Dade:

- 1) President
- 2) Executive Vice President
- 3) First Vice President
- 4) Fifteen (15) Vice Presidents distributed as follows: Four (4) Geographic Area Vice Presidents; one (1) Vice President representing the paraprofessionals; one (1) Vice President representing the Office and Clerical Personnel shall be elected; four (4) Vice Presidents from elementary schools; two (2) Vice Presidents from junior high/middle schools; two (2) Vice Presidents from high schools; and one (1) Vice President from adult/vocational/technical schools.

B. A member becomes eligible to run for one of the offices listed in Section A. above after serving for three (3) consecutive years as a building steward or on a United Teachers of Dade council, committee, or task force.

- C. Members of the staff of United Teachers of Dade shall not be eligible to seek elected office unless they first resign their staff position and sever their employment status with United Teachers of Dade.

ARTICLE V — GOVERNANCE

- A. The United Teachers of Dade shall be governed by the elected representatives of the membership known as the Council of Building Stewards, subject to the provisions of this Constitution and its Bylaws. There shall be an Executive Board of the United Teachers of Dade which shall consist of all elected officers and who will report to the Council of Building Stewards. The chief administrative and executive officer of United Teachers of Dade shall be the Executive Vice President.

- B. Duties of the Council of Building Stewards

The Council shall formulate the policies of the organization and it shall have the power to adopt, amend, or rescind actions of the Executive Board and the Executive Vice President, except for those powers reserved solely to the respective bodies by this Constitution and its Bylaws. The Council shall be the sole judge of the qualifications of its members, subject to procedural rights described in the Bylaws. Membership in the Council of Building Stewards may be nullified on the grounds of neglect of duty, misconduct in office, or activities inimical to the interest of the United Teachers of Dade. The Council of Building Stewards shall be the final arbiter in all disputed elections. The Council of Building Stewards shall be responsible for interpretations of the Constitution and Bylaws, subject to the advice of the General Counsel of the United Teachers of Dade. The Council of Building Stewards shall approve the annual budget of United Teachers of Dade.

- C. Duties of the Executive Board

The Executive Board shall execute the policies of the organization as established by the Council of Building Stewards. The Executive Board shall be a forum before which all matters of concern to the organization shall be considered and in which governance of the organization between Council of Building Stewards meetings shall occur. All recommendations and actions of the Executive Board shall be reported to the Council of Building Stewards for final action save those matters exclusively within the province of the Executive Board under this Constitution and its Bylaws. The actions of the Executive Board shall be binding on the organization unless amended or rescinded by the Council of Building Stewards. The Executive Board shall have the power to establish, through the issuance of charters, autonomous bodies to be composed of persons who have one or more things in common with United Teachers of Dade that differ from the remainder of the local's interest. The Executive Board shall have the power to appoint the "designated steward" for a school consistent with staff recommendations. The Executive Board shall have the authority to assign duties in areas of responsibility for each Vice President in accordance with this Constitution and its Bylaws.

D. Duties of the Executive Vice President

The Executive Vice President shall be the chief executive and administrative officer of the United Teachers of Dade. He/she shall administer all the affairs of the United Teachers of Dade as determined by the Council of Building Stewards and the Executive Board. He/she shall have the power to hire employees as deemed necessary within the budgetary provisions of the United Teachers of Dade. Additionally, he/she shall have the power to employ and retain individuals or firms for the performance of specialized services for the union. The Executive Vice President shall manage the financial affairs of the organization and execute contracts on behalf of United Teachers of Dade. The Executive Vice President will fulfill such other duties as his/her office requires and are not inimical to the Constitution and Bylaws.

E. Duties of Other Officers

1. The President shall preside at membership meetings of the organization, the Council of Building Stewards, the Stanley Axrod UTD Towers Board of Directors, and the United Teachers of Dade Executive Board. He/she shall have the power to appoint all committees of the organization, subject to the approval of the Executive Board. He/she shall serve as a voting member of all committees. He/she shall automatically serve as the FEA/United Vice President representing Dade's geographical district.
2. The First Vice President shall assist the President in carrying out his duties. The First Vice President shall assume all duties of the President in case of his absence.
3. The vice presidents shall advise and assist the President and the Executive Vice President and perform such other duties as they may be assigned, including but not limited to, assisting at all Stewards meetings; serving as an ombudsman for their assigned geographical or categorical area; assisting in the promotion of membership in the United Teachers of Dade; assisting the United Teachers of Dade building stewards; serving as active member consultants to committees upon assignment of the President; and taking a leadership role in all United Teachers of Dade functions.

ARTICLE VI — VACANCIES

- A. The Executive Board shall determine when a vacancy exists in an elective or appointive position.
- B. Vacancies in elective or appointive positions shall be filled by the Executive Board.

- C. Should a vacancy develop in the position of building steward(s), the United Teachers of Dade members of the school from which that Steward come, shall act within two (2) weeks to fill the vacancy through election or, after such time, the vacancy shall be filled by the Executive Board.

ARTICLE VII — QUORUM

- A. Membership — One-eighth (1/8) of the active membership shall constitute a quorum at meetings of the membership.
- B. Council of Building Stewards — A quorum of the Council of Building Stewards shall consist of one-third (1/3) of the building stewards.
- C. Executive Board — A majority of its members shall constitute a quorum at meetings of the Executive Board.

ARTICLE VIII — INITIATIVE AND REFERENDUM

- A. Ten percent (10%) of the active members may initiate a proposition or may demand a referendum on any action of the Council of Building Stewards, except any action that is reserved to one of the governing bodies, i.e., the Executive Board, Council of Building Stewards, or anything delegated to the Executive Vice President through this Constitution and these Bylaws. The Executive Board shall submit same to the entire membership within thirty (30) days following certification thereof. The Executive Board shall take no more than two (2) weeks to certify the signatories.
- B. Recall of the officers of the United Teachers of Dade shall be in accordance with Robert's Rules of Order, newly revised.

ARTICLE IX — AMENDMENTS

- A. Amendments to this Constitution may be proposed by ten percent (10%) of the active members, a majority of the Council of Building Stewards, or by two-thirds (2/3) of the Executive Board.
- B. To amend this Constitution, written notice of the proposed amendment must be given to the Executive Board; the proposed amendment must be read at a meeting of the Council of Building Stewards at least thirty (30) days before it is to be acted upon in accordance with

Section C of this Article; and then, in order for the amendment to prevail, at least one-third (1/3) of the active members of the Union must cast secret ballots and, of the members voting, two-thirds (2/3) must vote in favor of the amendment.

- C. The ratification process shall take place only during the months of January and February. Any adopted amendment(s) shall become effective immediately upon ratification unless otherwise specified in the amendment.

<i>ARTICLE X—ELECTION</i>

Election of officers and delegates shall be by secret ballot.

BYLAWS OF THE UNITED TEACHERS OF DADE

ARTICLE I — PARLIAMENTARY AUTHORITY

Robert's Rules of Order, newly revised, shall be the authority upon which decisions will be based on all questions or procedures not specifically provided in this Constitution and its Bylaws.

ARTICLE II — SPECIAL RULES OF ORDER

Section 1. Frequency of Occurrence of Meetings

- A. The time and place of the meetings of the membership and/or special meetings of the organization shall be designated by, and at the call of, the Executive Board.
- B. Meetings of the Executive Board shall be held no less than once a month during the school year and other meetings may be called by the President or a majority of the Board.
- C. Meetings of the Council of Building Stewards shall be held monthly during the regular school year, and other meetings may be held upon the call of the President.
- D. Each United Teachers of Dade building and/or work location unit shall meet on a regularly scheduled basis at least one time each month during the school year.

Section 2. The Executive Board

- A. The Executive Board shall expedite in every possible way the legislative and executive business of the Council of Building Stewards. It shall consider all matters presented for consideration of the Council of Building Stewards between meetings and shall make a report, with recommendations, at each meeting of the Council. It shall serve as an executive body in all matters delegated to it. All actions taken by the Executive Board shall be binding unless repealed.
- B. The Executive Board, upon recommendation of the President, or majority of the Executive Board, may require a member to resign as chairperson of any standing committee.
- C. The Executive Board shall recommend to the Council standing rules and amendments to the Bylaws which will establish the policies and procedures for the ongoing governance of the United Teachers of Dade.

- D. All officers as well as all agents and employees of the United Teachers of Dade shall be properly bonded by a certified bonding company at the expense of the organization in an amount to be determined annually by the Executive Board in accordance with 29 U.S.C. Sec. 502 (Landrum-Griffin Act).
- E. The Executive Board, in establishing a time and place for the annual meeting of the membership, shall give not less than 20 days' notice thereof; and, in calling a special meeting of the membership, shall give not less than five days' notice thereof except in the case of an emergency. Notice of all meetings shall be deemed sufficient upon mailing the members the information pertaining thereto at either his/her home or his/her school address, or by posting same upon the school bulletin board, or by publishing same in the United Teachers of Dade newspaper, provided that the same is mailed or delivered within the time limits herein specified.
- F. Members of the Executive Board shall be voting members of the Council of Building Stewards.
- G. All members of the Executive Board and officers of the organization shall assume their duties on the first Saturday in June, following their election.

Section 3. Council of Building Stewards

- A. Stewards and alternate stewards shall be elected from the United Teachers of Dade's members of each school and/or work location and/or special category of membership in the following fashion: each school shall have a minimum of one (1) building steward, provided further, that every elementary, junior/middle high school, and senior high/area vocational school shall be considered separately. There shall be one (1) building steward for each thirty (30) United Teachers of Dade members or a major fraction thereof.
- B. In all locales having more than one steward, the Executive Vice President will recommend to the Executive Board for their approval a designated steward who shall serve as chief liaison with the United Teachers of Dade for that locale and in such other capacities as may be assigned to them by the Executive Board. The alternate, who is elected as alternate for the individual selected as designated steward for a locale, shall serve as designated alternate/Economic Services representative who shall serve as liaison between the union and the members at that work locale in regard to the economic services provided by the Union to the members.
- C. The time for election of building stewards shall be determined by the Internal Functions Committee. Each building steward shall hold office for the term of three years. Any school having a change in membership affecting representation shall make adjustments immediately and certify such change to the Executive Vice President who shall recommend to the Executive Board appropriate action.

- D. A member, in order to serve as a building steward, shall be a member in good standing of the category of membership he/she will represent in the Council of Building Stewards of the United Teachers of Dade.
- E. A vacancy in the position of building steward shall be filled in accordance with Article VI, Subsection (C.) of the Constitution.
- F. The Council of Building Stewards acts in a quasi-judicial manner on behalf of the organization in all matters pertaining to elections, interpretation of the Constitution and Bylaws, qualifications of its own members and other such matters as are delegated to it by the Constitution, the Bylaws, the membership, or are inherent in its powers as the governing body of the organization. The Council of Building Stewards may promulgate standing rules at any time, setting forth procedures to implement the Constitution and Bylaws. The Council must approve and give final action to all standing rules and amendments to the Bylaws proposed by the Executive Board.
- G. Notice of meetings of the Council of Building Stewards must be provided not less than five days in advance of the meeting, in the manner set forth for notice in these Bylaws.
- H. Council Meetings
 - 1. A tentative Agenda, an officially approved copy of the Executive Board minutes, and the unofficial minutes of the Council meeting shall be sent to each member of the Council of Building Stewards at least five days prior to the meeting of the Council of Building Stewards.
 - 2. The United Teachers of Dade Budget shall be forwarded to the members of the Council of Building Stewards ten days prior to the September meeting of the Council. In accordance with federal law, the United Teachers of Dade Budget shall be adopted at the regular September meeting of the Council, or at a special meeting of the Council, but in no event shall the approval of the Budget be delayed beyond September 30th, the end of the fiscal year.
 - 3. School units desiring to place items on the Council Agenda must submit them to the President in writing at least ten days prior to the Council of Building Stewards meeting. Individual members of the Council of Building Stewards may bring items up under New Business.
 - 4. Absentee ballots shall not be allowed.
 - 5. United Teachers of Dade staff shall be ex-officio members of the Council of Building Stewards with the right to speak to any issue, but without voting privileges.
 - 6. A member shall not speak in debate more than once on the same question until all others wishing to speak have had the same opportunity. No one may speak more than twice to the same question.

7. A member shall not speak to any one question for a period longer than three minutes.
8. These rules may be waived only by a majority vote of the entire Council of Building Stewards unless otherwise specified in these rules.
9. Persons making committee reports shall not be restricted by the above limitations on debate and the number of times they may speak to a question.
10. The maker of a motion may make a supporting statement. At this time, he or she may also request the privilege of making a closing statement after all other debate has been completed or the previous question has been called.
11. The seconder of a motion may not make a supporting statement.
12. Proponents and opponents shall make known their desire to speak by moving to a microphone.
13. The Chair shall call on speakers, alternating between proponents and opponents, until all have spoken or the previous question is moved and carried.
14. The identification card specially designating individuals as stewards shall be issued to members of the Council. This card shall be distinguished from the regular membership identification card by the color.
15. Officers of the Union shall govern the meetings. The President shall preside, as constitutionally prescribed, at the Council of Building Stewards meetings. In his absence, the Executive Vice President or the First Vice President shall preside.
16. Seating shall be set aside for visitors and observing alternates when the alternate is not voting as a steward.
17. Alternates serving in the absence of certified Stewards shall be seated in the stewards seating area.
18. Visitors representing the press or special interest groups shall be introduced at the beginning of the meeting and shall sit in designated areas.
19. All staff reports shall be printed. A regular item on the Agenda will be a fifteen (15) minute time allowance for stewards to ask questions concerning items contained in the staff reports.
20. The Council of Building Stewards meetings shall adjourn promptly at 9:30 p.m. regardless of matters under discussion at the time. The only exception shall be by a simple majority vote of those stewards present and voting.

ARTICLE III — STANDING COMMITTEES

Section 1. Chairpersons and members of the following standing committees shall be appointed by the President, subject to the approval of the Executive Board:

- A. Internal Functions
- B. Legislative and Community Affairs
- C. Economic Services
- D. Special Projects and Union Label
- E. Tri-Ethnic Bi-Racial
- F. Professional Issues
- G. Paraprofessionals
- H. Office and Clerical Personnel

Section 2. The committees shall advise the Executive Board upon matters within their respective competence.

Section 3. The standing committees of this organization shall perform the duties usually prescribed for them and any other specific duties assigned to them by the Executive Board.

Section 4. Chairpersons of standing committees shall be ex-officio members of the Council of Building Stewards with the right to speak to any issue but without voting privileges, unless they have been elected as building steward.

Section 5. The reports and recommendations of any committee shall be subject to review and approval by the Executive Board with the exception of the Internal Functions Committee in conducting elections as specified in Article VIII, Section 2.

Section 6. Members of the organization in good standing shall be eligible to serve on a committee, or to act as a chairperson of any committee upon nomination of the President and approval of the Executive Board.

Section 7. The term of office of members and chairpersons of all committees shall be one year, unless otherwise designated by the Executive Board.

Section 8. There may be task forces and/or special committees established as the Executive Board may deem necessary.

ARTICLE IV — NOMINATIONS AND ELECTIONS

Section 1. All elections conducted pursuant to this Article shall be in accordance with the provision of 29 U.S.C., Sec. 481 (Landrum-Griffin Act). United Teachers of Dade elections for officers shall be held during the month of February.

Section 2. The Internal Functions Committee shall be responsible for formulating rules for conducting all elections subject to the approval of the Council of Building Stewards. The Internal Functions Committee shall also be responsible for conducting said elections and for announcing the results thereof.

Section 3. Election procedures shall be established not less than forty-five (45) days prior to the election. Failure in this regard shall not be deemed to invalidate any election, provided only that the procedures established and adopted are fair and impartial to all candidates and validly protect the interests of the members.

Section 4. Nominations for officers and delegates shall be in writing, executed by the nominee and ten sponsoring members, and shall be delivered or postmarked at least 30 days prior to the election, to the Internal Functions Committee or its designated agent. Nominations may not be made from the floor. Notice of these nominations shall be made to the membership at least 15 days prior to the election.

Section 5. The President and Executive Vice President shall certify the results of all elections at the Executive Board meeting next following the election.

Section 6.

- A. The President and the Executive Vice President shall certify the election of delegates to the American Federation of Teachers Convention and forward the credentials of all elected delegates and alternates to the national office as soon as possible but not later than ten days before the convening of the American Federation of Teachers Convention.
- B. The delegates to the AFT, FEA/United, South Florida AFL-CIO, and Florida AFL-CIO shall be elected at the regularly scheduled election of officers of the United Teachers of Dade.

Section 7. Building Stewards and their alternates shall be elected by the active membership of United Teachers of Dade in each worksite by secret ballot and provided that the procedure adopted shall guarantee the full exercise of the franchise to all members. The Internal Functions Committee shall promulgate the rules and regulations governing elections for representatives in accordance with 29 U.S.C. Sec. 481 (Landrum-Griffin Act). Disputes in such elections shall be referred to the Executive Board for determination, provided that any aggrieved person may appeal to the Council of Building Stewards.

Section 8.

- A. All officers shall be elected by a majority of votes cast. If candidates do not receive a majority, a run-off election shall be held.
- B. All delegates shall be elected by a plurality of the votes cast; in the event of a tie, a run-off election shall be held.

Section 9. Building Stewards, officers, and delegates shall take office on the first Saturday in June following their election.

ARTICLE V — MEMBERSHIP

Section 1. Membership in this organization shall, whatever its category, be classified as active.

Section 2. Each member shall be entitled to one vote when present at membership meetings or when voting on a matter affecting their category of membership. No proxies shall be authorized or permitted in any membership vote.

Section 3. All meetings of the membership, the Council of Building Stewards and the Executive Board shall be open to the members of this organization at all times, except when the President or presiding officer moves the body into Executive Session.

Section 4. The membership of the United Teachers of Dade must ratify negotiated contracts with the Dade County School Board for their category of membership in a manner and under circumstances to be determined by the Executive Board of United Teachers of Dade.

**ARTICLE VI — DISCIPLINE OF A MEMBER, STEWARD,
CHAIRPERSON, OR OFFICER**

Section 1. Membership in this organization, membership in the Council of Building Stewards, and the holding of any office in the organization is dependent upon the good faith effort on the part of the member, steward, chairperson, or officer to comply with the dictates of this Constitution and Bylaws and to act in a manner supportive of the United Teachers of Dade.

A charge by a member or members in good standing that another member, other members, a steward, an alternate steward, a chairperson, or any officer has violated the Constitution, the Bylaws, engaged in misconduct, neglected their duty, or engaged in activities inimical to the interests of the United Teachers of Dade must be specifically set forth in writing and signed by a member or members making the charge. The charge must state the exact nature of the alleged offense or offenses and, if possible, the period of time during which the offense or offenses took place. Two or more members, stewards, or officers may be jointly charged with having participated in the same act

or acts charged as an offense or with having acted jointly in commission of such an offense and may be jointly tried.

Section 2. Charges must be submitted to the President of the Union within sixty (60) days of the time the complainant first becomes aware of the alleged offense, provided that, if the charges are against the President, they should be submitted to the Executive Vice President of the Union. In case both the Executive Vice President and the President are charged with an offense, the complaint shall be submitted to the First Vice President.

The Executive Vice President of the Union shall serve as agent for the Union for all purposes of notification or receipt of written materials indicated within this section. Should the Executive Vice President be the subject of the charges, then the First Vice President shall serve in that agency capacity on behalf of the Union.

Section 3. Upon charges being submitted, an initial probable cause investigation will be conducted by the President in tandem with legal counsel. Within ten (10) days of the charge(s) being filed, the President will give a report to the Executive Board as to whether or not there is probable cause to go forward. If the President recommends a finding of "no probable cause," the Executive Board may hear the summary of the facts and make an independent decision to go forward upon a two-thirds (2/3) vote of the Board. If the decision for "no probable cause" is upheld by the Executive Board, then the charging members will be so informed in writing.

The President and then the Executive Board shall review the charges and shall consider them improper and null and void if:

- A. The charges do not state the exact nature of the alleged offense as required by Section 1 of this Article.
- B. The charges are untimely under Section 2 of this Article.
- C. The act complained of does not and could not, under any set of circumstances, sustain a charge of a violation of neglect of duty, misconduct of office, acts inimical to the best interests of the United Teachers of Dade or acts in violation of the Constitution and Bylaws of the United Teachers of Dade.

After the Executive Board's consideration of the charges, if they are determined to be improper, the charging member and the accused member shall be notified in writing. If the charges are determined to be valid, the Executive Board shall notify the accused member of the charges.

Section 4. A member, steward, alternate steward, chairperson or officer against whom charges have been filed may be suspended pending trial from any elective or appointive office or position he may hold in the Union by a two-thirds (2/3) vote of the Executive Board.

Section 5. The following enumerated acts are set forth as inimical to the best interests of the organization. This enumeration shall not be construed to exclude from disciplinary action other forms of negative conduct.

- A. Violation of any of the provisions of the Constitution, Bylaws, any collective bargaining agreement, standing rules, or policies of the Council of Building Stewards;
- B. Obtaining membership through fraudulent means or by misrepresentation;
- C. Attempting to bring about the withdrawal of any member, or group of members, from the Union;
- D. Maliciously publishing or circulating among the membership, false reports or misrepresentations;
- E. Working in the interest of or accepting membership in any organization inimical to the Union;
- F. Using abusive language or disturbing the peace or harmony of any meeting in or around any office or meeting place of the Union;
- G. Fraudulently receiving any money due the organization or misappropriating the monies of the organization;
- H. Using the name of the Union or its emblem or logo for any unauthorized purpose;
- I. Furnishing a complete or partial list of the membership of the Union to any person or persons other than those whose official position entitles them to such a list;
- J. Deliberately interfering with any member of the Union in the discharge of his official union duties;
- K. By act, omission or conduct, prejudicing or damaging the interest and welfare of the Union.

Every member, representative, or officer of this Union shall be obliged to exhaust all remedies provided for in the Constitution, Bylaws and Standing Rules, including available appeals, before starting an action in a court of law against the Union.

Section 6. Trial of Members

In the event that the Executive Board decides that the charges warrant a trial, the Executive Board shall elect a trial committee of three members in good standing and shall designate a member in good standing to present the charges before the trial committee. The members of the trial committee shall be selected by the Executive Board specifically for the trial of such charges, and no officer or member who is a party or directly interested in such charges shall act as a member of the trial committee.

Promptly after the selection of the trial committee, the Executive Vice President shall mail a copy of the charge, by registered mail, return receipt requested, to the accused member at his last known address, together with a statement containing the names of the trial committee and the time and place of the hearing, which shall not be less than one week nor more than four weeks after the mailing of the notice. Every effort shall be made to contact or notify the accused member. Such information shall also be given to the member or members who prefer charges.

The accused may challenge any member of the trial committee on the grounds that he/she is a party to or directly interested in such charges. The challenge must be made to the Executive Board within one week after notification to the accused of the names of the trial committee. If the challenge is sustained, the Executive Board shall replace the challenged member of the trial committee, and set a new trial date if such is necessary to afford the accused reasonable notice.

The accused shall have the right to be represented before the trial committee by any member of the Union in good standing. In the event that the accused fails to appear at the hearing at the time and place provided in the notice served upon him/her and presents no acceptable excuse for absence, the hearing shall proceed with the same force and effect as if he/she were present.

Within seven (7) days after the conclusion of the hearing, the trial committee shall report its findings and recommendations to the Executive Board.

The Executive Board shall take such action on the report of the trial committee as it may deem proper and, in the event the accused is found guilty of the charges preferred against him/her, shall impose such penalties as, in its judgment, it may deem fitting and proper.

If any officer of the Union is found guilty of charges preferred against him/her, the Executive Board may remove him/her from office in addition to any other appropriate penalty it may impose.

The decision of the Executive Board shall be communicated in writing, by registered mail, return receipt requested, by the Executive Vice President to the accused within seven days after the meeting of the Board.

A member, steward, alternate steward, chairperson or officer who has been found guilty of charges preferred against him/her pursuant to this Article, shall have the right of appeal to the Council of Building Stewards fifteen (15) days after the receipt of the decision of the Executive Board. The notice of appeal shall consist of:

- A. A copy of the charges preferred against him/her;
- B. A copy of the decision of the Executive Board;
- C. The appellant's statement of reasons why the decision of the Executive Board should be set aside or the penalty modified.

The Council of Building Stewards shall have the authority to affirm or reverse the decision, or to modify the decision, or to order a new trial.

Section 7. A member, steward, alternate steward, committee chairperson, or officer who is under suspension from membership, including a temporary suspension pending hearing or trial, shall be required to pay all dues during the period of suspension.

ARTICLE VII—ANNUAL DUES

Section 1.

A. The annual dues shall be determined in the following manner:

1. For the 1985-86 school year, annual dues shall be determined at 1.75% of the base beginning teacher's salary as determined in the negotiated salary schedule, plus mandated increases in required affiliation fees and insurance premiums. Paraprofessionals shall pay 50% of the annual dues, plus mandated increases in required affiliation fees and insurance premiums.
2. For the 1986-87 school year, annual dues shall be determined at 1.65% of the base beginning teacher's salary as determined in the negotiated salary schedule, plus mandated increases in required affiliation fees and insurance premiums. Paraprofessionals shall pay 50% of the annual dues, plus mandated increases in required affiliation fees and insurance premiums.
3. For the 1987-88 school year and thereafter, annual dues shall be determined at 1.6% of the base beginning teacher's salary as determined in the negotiated salary schedule, plus mandated increases in required affiliation fees and insurance premiums. Paraprofessionals shall pay 50% of the annual dues, plus mandated increases in required affiliation fees and insurance premiums.

B. Dues for members, part-time teachers, substitute teachers, members on leave, retired members, and any members falling in categories 3, 4, or 5 of membership under Article III of the Constitution shall pay dues as established by the Council of Building Stewards on an annual basis. The establishment of dues for members falling in these categories shall be done at the last regularly scheduled Council of Building Stewards meeting of the school year after consultation with the membership and governance of each affected category.

Section 2.

Payment of annual dues shall establish membership in the United Teachers of Dade for one (1) year from the date of the initial submission and continuous honoring, on an annual basis thereafter, of the payroll deduction card. Cash membership is for the school year in which cash dues are paid, regardless of when the cash payments commence. If cash membership is begun prior to December 15th of any year, then the UTD cash member may pay in full or establish a payment schedule which will result in full payment of dues being made by December 15th. For cash members joining after December 15th of any year, their payment of dues must be made in a single payment at the time they join.

Section 3.

- A. Thirty (30) days after notification in writing to United Teachers of Dade of a member's withdrawal from payroll deduction of dues, that individual's membership status is voided and all benefits and services incidental to membership shall cease.
- B. Upon failure to meet a scheduled payment of cash dues, a member will receive written notice from United Teachers of Dade that thirty (30) days from the date of the default in payments that individual's membership status is voided and all benefits and services incidental to membership shall cease.
- C. The above provisions may be waived by the Executive Vice President upon a showing of extenuating circumstances.

ARTICLE VIII — AMENDMENTS

These Bylaws may be amended by a two-third (2/3) vote of those stewards present at the Council of Building Stewards meeting. Prior to such vote, the amendment shall be read at the preceding Council meeting.

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The School Board of Dade County, Florida adheres to a policy of nondiscrimination in educational programs/activities and employment and strives affirmatively to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin.

Title VII of the Civil Rights Act of 1964, as amended - prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin.

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of gender.

Age Discrimination in Employment Act of 1967 (ADEA), as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40.

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled.

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.

Florida Educational Equity Act - prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.

School Board Rules 6Gx13-5D-1.10, 6Gx13-4A-1.01, and 6Gx13-4A-1.32 prohibit harassment and/or discrimination against a student or employee on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability.

Veterans are provided re-employment rights in accordance with P.L. 93-508 (Federal Law) and Section 295.07 (Florida Statutes), which stipulate categorical preferences for employment.

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