

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE DUVAL TEACHERS UNITED**

**AND**

**DUVAL COUNTY SCHOOL BOARD**

**2009 - 2012**

**PARAPROFESSIONALS**

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## **ARTICLE I - Purpose & Recognition**

### A. Purpose

1. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relations between the Duval County School Board, hereinafter referred to as the Employer, including its duly designated representative, and the Duval Teachers United, hereinafter referred to as DTU, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise as a result of implementing this Agreement, and to set forth herein basic and full agreement between the parties concerning wages, hours, terms and conditions of employment. There shall be no individual arrangements or agreements made covering this Agreement or any part of this Agreement contrary to the terms provided herein.
2. It is understood that the Public Employer is engaged in furnishing essential public educational services which vitally affect the educational needs, health, safety, comfort, and general well-being of the children of this county and the public at large; and that the DTU represents employees who recognize the need for continued and reliable service to these children and the public.

### B. Recognition

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

#### **Paraprofessionals**

### C. Spokesperson

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

### D. Titles

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

E. Collective Bargaining Research Data and Related Materials

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

F. Definitions

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

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

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

G. Severability

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

H. Reference to Constitutional Rights and State Statues

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

I. Conflict with Law or Rules

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

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

J. Maintenance of Contractual Standards

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

K. Contract Supremacy

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

L. Post-Ratification Amendment

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

M. Common Language

*The parties agree to work collaboratively during the term of this Agreement in a committee format to review provisions that could be standardized with other bargaining units to create common language for purposes of efficiency and cost savings in business operations.*

## **ARTICLE II - SALARY**

### A. Statement of Salary

A paraprofessional shall be paid at an hourly rate in accordance with the following stipulations and the schedule listed at the end of this article, effective July 1, 1998. Classifications shall be defined in accordance with Article IV.

A paraprofessional who worked one day more than one-half of the previous work year as a paraprofessional in Duval County shall advance one level on the salary schedule for the following school year. Column movement within a classification requires the completion of inservice hours and/or college credit as defined below. Compensation for column movement shall be retroactive back to July 1 of the current fiscal year or the date of completion of the educational requirement, whichever date is later.

#### **ISSP Facilitator**

##### COLUMN IV

Assignment to Column IV requires the ISSP Facilitator to have completed 60 semester hours of accredited college course work or an AA degree. Official transcripts must be on file in Human Resources reflecting these requirements.

##### COLUMN V

Assignment to column V requires the ISSP Facilitator to have completed 90 semester hours of accredited college course work. Official transcripts must be on file in Human Resources reflecting these requirements.

##### COLUMN VI

Assignment to column VI requires the ISSP Facilitator to have earned a Bachelor of Science or Bachelor of Arts degree from an accredited college. Official transcripts must be on file in Human Resources reflecting these requirements.

#### **Instructional Paraprofessional for Special Needs**

##### COLUMN I

A special needs paraprofessional shall be assigned to column I unless he/she qualifies for movement to columns II, III, IV, or V.

##### COLUMN II

Movement to column II requires 36 hours of in service or one (1) three hour college credit course in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Instructional special needs paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

### COLUMN III

Movement to column III requires 180 hours of in service or (15) hours of college credit in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Instructional special needs paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

### COLUMN IV

Movement to column IV requires completion of 60 semester hours of accredited college course work or an AA/AS degree. Official transcripts must be on file in Human Resources reflecting these requirements.

### COLUMN V

Movement to column V requires the instructional special needs paraprofessional to have completed 90 semester hours of accredited college course work in a program which leads to a teaching degree and has been preapproved by the Employer. Either an overall grade point average of 2.5 or a grade point average of 2.5 in the instructional special needs paraprofessional's major area of study is required. Official transcripts must be on file in Human Resources reflecting these requirements.

## **Instructional Paraprofessional (Regular Needs)**

### COLUMN I

A regular instructional needs paraprofessional shall be assigned to column I unless he/she qualifies for movement to columns II, III, IV, or V.

### COLUMN II

Movement to column II requires 36 hours of in service or one (1) three hour college credit course in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Regular instructional needs paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

### COLUMN III

Movement to column III requires 180 hours of in service or (15) hours of college credit in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Regular instructional needs paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

### COLUMN IV

Movement to column IV requires completion of 60 semester hours of accredited college course work or an AA/AS degree. Official transcripts must be on file in Human Resources reflecting these requirements.

COLUMN V

Movement to column V requires the regular instructional needs paraprofessional to have completed 90 semester hours of accredited college course work in a program which leads to a teaching degree and has been preapproved by the Employer. Either an overall grade point average of 2.5 or a grade point average of 2.5 in the regular instructional needs paraprofessional's major area of study is required. Official transcripts must be on file in Human Resources reflecting these requirements.

**Security Paraprofessional**

COLUMN I

A security paraprofessional shall be assigned to column I unless he/she qualifies for movement to columns II, III, IV, or V.

COLUMN II

Movement to column II requires 36 hours of in service or one (1) three hour college credit course in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Security paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

COLUMN III

Movement to column III requires 180 hours of in service or (15) hours of college credit in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Security paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

COLUMN IV

Movement to column IV requires completion of 60 semester hours of accredited college course work or an AA/AS degree. Official transcripts must be on file in Human Resources reflecting these requirements.

COLUMN V

Movement to column V requires the security paraprofessional to have completed 90 semester hours of accredited college course work in a program which leads to a teaching degree and has been preapproved by the Employer. Either an overall grade point average of 2.5 or a grade point average of 2.5 in the security paraprofessional's major area of study is required. Official transcripts must be on file in Human Resources reflecting these requirements.

## Paraprofessionals in Title I Schools

Regular Needs and Special Needs Instructional paraprofessionals in Title I schools who meet the agreed upon assessment criteria to satisfy the Elementary/Secondary Education Act (ESEA) requirements for instructional paraprofessional, will also be placed in Column IV of the Instructional Paraprofessional for Regular needs or Special Needs Salary Schedule upon official verification of compliance by Human Resources.

Once all Title I instructional paraprofessionals meet the highly qualified criteria, paraprofessionals at non-Title I schools may volunteer to become highly qualified by meeting the assessment criteria. When qualifications are verified, they will be placed in a pool of highly qualified paraprofessionals. Once placed at a Title I school, the paraprofessional will be placed on Column IV of the Instructional Paraprofessional for Regular Needs or Special Needs Salary Schedule.

### B. Paychecks

1. *Employee paychecks shall be handled by an authorized person in a confidential manner and shall be placed in sealed individual envelopes by such authorized person.*
2. *Paychecks shall not be accessible nor handled by any member of the staff other than the department or division head, principal or immediate supervisor, or the designated secretary or clerk.*
3. *Employees on an approved leave with pay may designate, in writing, an individual to pick up her/his paycheck at the designated location by notifying the principal or immediate supervisor or designee.*
4. *Paychecks will be transmitted electronically to employees' bank accounts upon request of the employee.*
5. *Effective July 1, 2005, electronic Funds Transfer (Direct Deposit) will be required for all employees.*
6. *A dedicated kiosk station with a printer will be available to employees at each worksite for the purpose of accessing pay stubs.*

### C. Optional Pay Plan

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

2. *Employee leave time will be calculated on hours or days earned, and not hours or days paid.*
3. *All funds paid out under the regular or optional pay plans will be paid out by the end of the fiscal year (June 30).*

D. Prior Experience

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

E. Placement on Other Salary Schedules

1. Duval County School Board full-time paraprofessional years of service shall be allowed for placement on the teacher's salary schedule at a rate of one(1) year for each full school year of service (10, 11, or 12 months) up to a maximum of six (6) years. Use of paraprofessional years of service for salary credit by occupational specialists is not limited by this provision, but subject to provisions of the Duval County School Board Salary Schedule Handbook.
2. Members of this unit transferring to the UOPD unit will be placed at the appropriate classification and pay grade, provided that such placement is on the next highest pay step equal to, or greater than, their present paraprofessional base hourly rate which, effective the 1998-99 through 1999 – 00 school year will include longevity pay. This placement on the salary schedule shall be considered permanent with no end of probation increase. All members of this unit transferring to the UOPD unit must follow all Civil Service guidelines appropriate to their new classification.
3. Effective 7/1/98, teachers who transfer to a paraprofessional classification shall be placed at the appropriate step equivalent to their approved teaching experience. Employees who were employed as paraprofessionals in 1997-98 and continue to be employed as paraprofessionals in 1998-99 and who have previous Duval teaching experience shall be covered by this section effective July 1, 1998.
4. **Reversion Rights:**  
Paraprofessionals who transfer into another DTU bargaining unit and do not successfully complete the probationary period, have the right to revert back to the paraprofessional unit. If no position is available, the employee will be placed in the first available vacancy for which the employee is qualified.

F. Summer-School Salary

Summer-school employees shall receive salaries in an amount equal to their regular hourly rate of pay based upon their placement in the current salary schedule.

Salary adjustments shall be made effective July 1 of each year consistent with the salary schedule for the new fiscal year.

G. Alternative Schools

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

H. Calendar of Paydays

Employees will receive their regular salaries in accordance with a pay calendar including format mutually agreed to by the parties. The Employer and D.T.U. shall meet as soon as reasonably possible prior to the start of the new school year for the purpose of negotiations for the pay calendar. The new pay calendar shall be attached to this Agreement as an addendum.

Employees' paychecks shall be issued at their respective work sites on the last day prior to a nonworkday, or shall be mailed to their home address in advance to assure delivery on the negotiated calendar payday.

I. Longevity Pay

Members of this bargaining unit with ten (10) or more creditable years of service shall receive an additional \$600.00 annually.

J. Column Advancement

Paraprofessionals shall advance to the next highest column in the salary schedule representing their classification upon completion of the educational requirements for that column, and upon providing all necessary documentation to the Employer for verifying that the requirements have been made. Upon providing such documentation, the effective date of advancement shall be retroactive back to July 1 of the current fiscal year or the completion date of the educational requirement whichever date is later.

K. Salary Schedules

See Appendix D.

L. Background Checks

Pursuant to Florida Statute 1012.32, any member of the bargaining unit hired prior to July 1, 2004, must be refingerprinted. For the term of the current Agreement, the District shall pay for the refingerprinting and maintenance fees.

## ARTICLE III - BENEFITS

### A. Health Insurance

1. *Employees who complete their contractual obligation through the end of the school year shall have their coverage extended through September 30.*
2. *Any employee on approved leave of absence (without pay) during the final thirty (30) days of the work year shall be deemed as having completed the work year.*
3. *Any employee on approved leave of absence (without pay) shall be covered for a period of 30 days from the beginning date of the leave.*
4. *The Employer shall contribute \$250 on behalf of each employee toward the purchase of an option(s) from the fringe-benefit package. The fringe-benefit package shall include options such as health coverage, life, dental, income protection, flexible spending accounts, and optical. The employee shall have the right to purchase further options through payroll deduction or reduction as they are approved by the Employer for inclusion in the fringe-benefit plan.*
5. *DTU shall appoint an equal number of representatives of this unit to the Insurance Committee as other units and the Employer have on the Committee.*
6. *The Employer agrees to provide members of the bargaining unit with the group hospitalization insurance program as approved by the Duval County School Board. State-licensed Birthing Centers and Primary Care Centers shall be included in the qualified facilities.*
7. *The DCPS Risk Management Office will become the administrator for a “self funded” health care program using a third party administrator to administer all claims related issues and program operations.*
  - a. *Checks and balances will be put into place to examine the financial viability of remaining “self-funded.” An independent actuarial analysis will be performed annually to assure financial viability.*
  - b. *The District Insurance Committee comprised of representatives from DTU, American Federation of State, County, and Municipal Employees (AFL-CIO), Jacksonville Supervisors Association, Northeast Florida Public Employees, Local 630, LIUNA, AFL-CIO and The School Maintenance Employees & Associates, Inc, and DCPS will meet monthly to review all relevant information/data that may impact the status and viability of remaining “self funded” in future years.*
  - c. *In the event that “self-funding” is no longer financially advantageous to the DCPS and its employees, the District Insurance Committee will meet to make recommendations regarding:*
    - *Continuing to self fund the health care program*

- *Returning to a fully insured financial arrangement for the Health Care Program*
- d. *A trust fund/account will be established for the self-funding financial arrangement to protect the funds that are contributed to the Program by DCPS and participating members and all funds will inure to the benefit of the Program.*

B. Life Insurance

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

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

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

C. Insurance for Retired Employees

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

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

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

*In the case where two (2) married employees are retired from the School Board, one (1) retiree may carry the spouse as a dependent on the health plan, and that dependent may convert to single coverage under the plan without proof of insurability upon the death of*

*the other, providing that there is no break in coverage. Retirement shall be construed as receiving benefits under any Florida or Local Retirement Plan.*

D. Sick Leave Pool

1. *Sick Leave Pool Committee*

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

2. *Sick Leave Pool*

- a. *Pool Participants must have been employed for a minimum of one (1) full year of service with the Employer and have a minimum of ten (10) days accrued sick leave.*
- b. *When the requirements set forth in this section and any others established by the committee have been met, the employee shall be compensated for all unpaid days up to the maximum set by the committee for that particular claim.*
- c. *Each new employee shall contribute one (1) day of earned sick leave during the window entry period between September 1 and September 30. Any employee who contributes one (1) day, within the window period, to the Sick Leave Pool shall have it returned to his account if the bank fails to become operable.*
- d. *The Sick Leave Pool shall have a minimum of one thousand (1,000) days on deposit before becoming operable.*
- e. *The Pool shall be regulated by the following minimum requirements:*
  - (1) *No participant shall be eligible to use more than one hundred (100) days during the course of any one school year.*
  - (2) *No participant shall be eligible to use the Pool until she/he has exhausted all personally- accrued sick, and annual leave.*
  - (3) *No participant shall be eligible to use the Pool until he has been absent for at least ten (10) consecutive days of which at least five (5) consecutive days have been without pay.*
  - (4) *The pool shall be applicable only to the injury or illness of the participant.*
  - (5) *Participants applying for days from the Sick Leave Pool must file with the committee an application, accompanied by a medical certificate and justification for protracted leave. The committee can request a second medical opinion at the cost of the applicant.*
  - (6) *Participants who are proven guilty of abuse of the Pool will repay the days drawn from the Pool and be assessed appropriate penalties.*
  - (7) *Any participant withdrawing sick leave from the Pool shall not be required to replace those days except as a regular contributing member.*

- (8) *All participating members shall contribute one (1) day at the window entry period if the Pool balance reaches two hundred fifty (250) days.*
- (9) *In no event will the balance of days assigned to the Pool be below zero (0).*
- (10) *Participants who choose to withdraw from the Pool shall not have their contributed sick leave and/or annual leave days returned.*

E. Annual Payment for Accumulated Sick Leave

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

F. Personal Property Protection

1. *A fund, not to exceed \$12,000, shall be established for the reimbursement to employees for damage to property worn on the employee's person or in an employee's physical possession, provided such damage results from administration of emergency first aid, assault upon the employee, or from activity involved in the restoration of order, such as cases of riots, student fights, or general disorder by students while on school property or at a school-approved function. Administration of reimbursement from this fund shall be by DTU. For vehicle vandalism on school property, or if the vehicle is stolen, the fund will reimburse one-half (1/2) the cost of the damage not paid by the insurance company, in an amount not to exceed two hundred dollars (\$200.00).*

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

*Personal property valued at \$100 or more, which is brought to the work site for professional purposes and is damaged or stolen, will be reimbursed at one-half (1/2) the cost of the damage not paid by the insurance company, in an amount not to exceed \$200, provided that the employee has registered the property with the administration when it is brought to the work site.*

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

G. Terminal Pay

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

1. *Terminal pay shall be provided to an employee at termination or retirement or to his beneficiary if service is terminated by death; however, such terminal pay shall not exceed an amount determined as follows:*
  - a. *During the first 3 years of service with the Employer, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.*
  - b. *During the next 3 years of service with the Employer, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.*
  - c. *During the next 3 years of service with the Employer, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.*
  - d. *During the next 3 years of service with the Employer, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.*
  - e. *During and after the 13th year of service with the Employer, the daily rate of pay shall be multiplied by 94% of the number of days accumulated sick leave upon retirement.*
  - f. *During and after the 13th year of service with the Employer, the daily rate of pay multiplied by 80 percent of the number of days of accumulated sick leave upon termination.*
  - g. *For those former employees rehired and new hires with Florida experience after July 1, 1984, the above listed terminal pay provisions shall apply only to those sick leave days accumulated after the current date of employment.  
Any sick leave taken after July 1, 1984, shall be charged first to those days accrued after July 1, 1984.*
2. Payment  
*Payment for the resignation, termination, and retirement benefit will be made within 30 calendar days of the effective resignation or retirement date.*

H. PESCO and Financial Institutions

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

*must show interest in order to implement a new payroll deduction.*

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

**I. School-Sponsored Events**

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

**J. Use of Employees' Vehicles/Reimbursement**

- 1. When an employee's regularly assigned duties require use of a personal automobile in the performance of duties, the employee will be reimbursed for mileage at the maximum amount per mile authorized by the Consolidated City Government of Jacksonville or transportation shall be provided to the job site from the permanent work location.*
- 2. Employees in the bargaining unit who have been approved by the Employer to receive mileage shall receive the maximum amount per mile authorized by the Consolidated City Government of Jacksonville.*
- 3. Funds expended by an employee to attend an approved conference, function or assignment, shall be reimbursed within a reasonable time after proper documentation is submitted.*

**K. Savings Bonds**

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

L. Employee Assistance and Wellness Program

*Upon request of the employee, and upon approval by an appropriate administrator, release time with pay shall be granted for an initial referral Employee Assistance and Wellness Program for a period not to exceed one (1) workday.*

## **ARTICLE IV – PARAPROFESSIONAL DIFFERENTIATED CLASSIFICATIONS AND CAREER DEVELOPMENT**

A. Philosophy

The employer and the union agree that it is in the best interest of all parties to this agreement that the employees in the bargaining unit be held to certain minimum standards of qualification as a requisite for employment. Further, that the employees shall be provided with a mechanism to enrich their career goals while at the same time providing the employer with well-trained, motivated, specialists in the field of education.

B. Job Classification and Qualifications

The following descriptions shall compose the classification and qualifications of Paraprofessionals:

1. ISSP Facilitator

Description: The ISSP Facilitator is assigned the responsibility for instructional assistance and maintenance of discipline for at least 80% of the workday with remote supervision by certificated staff.

Qualifications/Education /Training: At least 60 semester hours or an AA degree  
\*Additional training required for ISSP and in accordance with SBER 6A-1.070. District level training will be provided during pre-planning for those hired at the beginning of the school year. When an employee is hired after the beginning of the school year, one TDE day will be provided to observe a successful ISSP classroom before the employee is required to assume an ISSP program.

ISSP Salary Schedule Assignment:

COLUMN IV

Assignment to Column IV requires the ISSP Facilitator to have completed 60 semester hours of accredited college course work or an AA degree. Official transcripts must be on file in Human Resources reflecting these requirements.

COLUMN V

Assignment to column V requires the ISSP Facilitator to have completed 90 semester hours of accredited college course work. Official transcripts must be on file in Human Resources reflecting these requirements.

COLUMN VI

Assignment to column VI requires the ISSP Facilitator to have earned a bachelor of science or bachelor of arts degree from an accredited college. Official transcripts must be on file in Human Resources reflecting these requirements.

2. Instructional Paraprofessional for Special Needs

Examples: Low incidence ESE programs (PMH, TMH, SED, PI, VI, HI, Early Childhood, Autistic, self-contained EH/SLD/EMH, PT/OT), ESE students in inclusion programs, students requiring individual (one-to-one) support due to their disability, alternative program students, STAR and ESOL students.

Description: The Instructional Paraprofessional for Special Needs is assigned for at least 80% of the work day under the supervision of an ESE teacher, the responsibility for assisting classroom teachers with instruction and with the maintenance of discipline and child care needs under the direct supervision of certificated staff. Other responsibilities such as additional related classroom clerical duties, cafeteria duty, etc. may be assigned for a minor portion of the workday.

One-on-One Special Needs Paraprofessional: This special needs paraprofessional may be assigned to another paraprofessional schedule during the school year should the needs of the program change. A salary decrease as the result of such schedule change will not take effect for 30 calendar days or end of the school year, whichever comes first.

Qualifications/Education /Training: Same as present with additional training as may be required and in accordance with SBER 6A-1.070.

Instructional Paraprofessional for Special Needs Salary Schedule Assignment:

COLUMN I

A special needs paraprofessional shall be assigned to column I unless he/she qualifies for movement to columns II, III, IV, or V.

COLUMN II

Movement to column II requires 36 hours of in service or one (1) three hour college credit course in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Instructional special needs paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

COLUMN III

Movement to column III requires 180 hours of in service or (15) hours of college credit in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Instructional special needs paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

COLUMN IV

Assignment to Column IV requires completion of 60 semester hours of accredited

college course work or an AA/AS degree. Official transcripts must be on file in Human Resources reflecting these requirements.

#### COLUMN V

Movement to column V requires the instructional special needs paraprofessional to have completed 90 semester hours of accredited college course work in a program which leads to a teaching degree and has been preapproved by the Employer. Either an overall grade point average of 2.5 or a grade point average of 2.5 in the instructional special needs paraprofessional's major area of study is required. Official transcripts must be on file in Human Resources reflecting these requirements.

### 3. Instructional Paraprofessional (Regular Needs)

Examples: Pre K, K-5, vocational, parent education, and high incidence ESE students in non-self-contained settings.

Description: The Instructional Paraprofessional (Regular Needs) is assigned for at least 80% of the workday the responsibility for assisting classroom teachers with instruction and the maintenance of discipline under the direct supervision of certificated staff. Responsibilities for the majority of that time must be spent on small group tutoring or instruction of children and grading papers under the supervision of the teacher and with other classroom related duties assigned by the teacher. Other responsibilities such as additional related classroom clerical duties, cafeteria duty, etc. may be assigned for a minor portion of the workday.

Qualifications/Education /Training: Same as present with additional training as may be required and in accordance with SBER 6A-1.070.

#### Instructional Paraprofessional for Regular Needs Salary Schedule Assignment:

#### COLUMN I

A regular instructional needs paraprofessional shall be assigned to column I unless he/she qualifies for movement to columns II, III, IV, or V.

#### COLUMN II

Movement to column II requires 36 hours of in service or one (1) three hour college credit course in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Regular instructional needs paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

#### COLUMN III

Movement to column III requires 180 hours of in service or (15) hours of college credit in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Regular instructional needs paraprofessionals who can document previous credit for in

service hours will be given credit retroactively.)

#### COLUMN IV

Assignment to Column IV requires completion of 60 semester hours of accredited college course work or an AA/AS degree. Official transcripts must be on file in Human Resources reflecting these requirements.

#### COLUMN V

Movement to column V requires the regular instructional needs paraprofessional to have completed 90 semester hours of accredited college course work in a program which leads to a teaching degree and has been preapproved by the Employer. Either an overall grade point average of 2.5 or a grade point average of 2.5 in the regular instructional needs paraprofessional's major area of study is required. Official transcripts must be on file in Human Resources reflecting these requirements.

#### 4. Security Paraprofessional

Examples: The Security Paraprofessional, under the supervision of the site administrator/designee, will perform responsibilities that assist the security efforts of the building and grounds. Responsibilities may include observing/monitoring students in the halls, restrooms, lunchroom, as well as the boarding and debarking of buses/cars.

Description: Under the supervision of the site administrator/designee, the Security Paraprofessional will be assigned non-instructional responsibilities that assist the administrator of the school in the security efforts of the building and grounds.

#### Security Paraprofessional Salary Schedule Assignment

#### COLUMN I

A regular security paraprofessional shall be assigned to column I unless he/she qualifies for movement to columns II, III, IV, or V.

#### COLUMN II

Movement to column II requires 36 hours of in service or one (1) three hour college credit course in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Security paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

#### COLUMN III

Movement to column III requires 180 hours of in service or (15) hours of college credit in a job related area preapproved by the Employer. Official transcripts must be on file in Human Resources reflecting these requirements. (Security

paraprofessionals who can document previous credit for in service hours will be given credit retroactively.)

#### COLUMN IV

Assignment to Column IV requires completion of 60 semester hours of accredited college course work or an AA/AS degree. Official transcripts must be on file in Human Resources reflecting these requirements.

#### COLUMN V

Movement to column V requires the security paraprofessional to have completed 90 semester hours of accredited college course work in a program which leads to a teaching degree and has been preapproved by the Employer. Either an overall grade point average of 2.5 or a grade point average of 2.5 in the security paraprofessional's major area of study is required. Official transcripts must be on file in Human Resources reflecting these requirements.

5. Effective 1998-99, paraprofessionals having the same level of students as in 1997-98 and who are moved to a lower classification solely due to the amendments in the examples in subsections 2 and 3 shall receive no lower rate of pay than that paid in 97-98 until such time that the appropriate schedule's rate is the same as or greater than the red-circled rate. This shall not apply to persons who have transferred into a different situation.
6. Paraprofessionals in Title I Schools  
Regular Needs and Special Needs Instructional paraprofessionals in Title I schools who meet the agreed upon assessment criteria to satisfy the Elementary/Secondary Education Act (ESEA) requirements for instructional paraprofessional, will also be placed in Column IV of the Instructional Paraprofessional for Regular needs or Special Needs Salary Schedule upon official verification of compliance by Human Resources.

#### C. In-Service Training

1. In order to assist employees in completing inservice requirements of the Career Development Program, the Employer shall provide inservice training. Employees shall receive credit for all inservice.
2.
  - a. Paraprofessionals assigned as ISSP Facilitator, Special Needs Instructional Paraprofessional, or Regular Needs Instructional Paraprofessional must obtain training appropriate to their respective areas.
  - b. Training for current paraprofessionals will be given the greatest priority but such training will be modified based on a needs assessment, in service pre testing, and will take into account experience on the job.
  - c. A training program for new hires will be provided for paraprofessionals and they will be expected to satisfy appropriate training requirements within the first semester of employment.
3. When deemed necessary by the principal, inservice shall be offered at the school

site during the workday of the first work week of the school year.

4. Employees assigned to a new position shall receive orientation to the position and shall receive appropriate inservice assistance during the regular workday of the first semester in the new position. Employees who are required to participate in inservice training programs, conducted after the workday, shall be paid his/her normal rate of pay for such participation.
5. Employees who are enrolled in inservice programs, which require the employee to travel outside Duval County, shall receive mileage at the maximum rate allowed by the regulations of the Consolidated Government of Jacksonville and approved by the Employer.
6. The Duval County School Board shall provide at least three (3) inservice training workshops during the school year. Such training shall include topics such as: job responsibilities, evaluation procedures, district school required forms and reports, use of job required machines, school and district policies, benefits, and other appropriate information. Workshop participants shall receive a certificate of participation indicating the general subject of the workshop and the number of hours, annually.
7. If workshops are held on a non-work day and compensation is available, members of the bargaining unit shall be compensated at their hourly rate of pay for all hours attended, otherwise, the workshops will be voluntary. The Board shall make every effort to improve the quality of the inservice training program available for members of this unit.
8. In addition, the Board shall allow paraprofessionals to attend and receive credit for teacher inservice programs (including those provided during early release days) providing that the Board shall have the authority to designate certain programs as appropriate for paraprofessionals.
9. The Board will redesign a teacher's program to meet the needs of paraprofessionals where sufficient interest is indicated.
10. The DTU shall designate one paraprofessional liaison in each school. This person shall be sent monthly calendars from Professional Development and shall be given inservice equivalent to the master plan coordinator in that school where the inservice is appropriate. The paraprofessional liaison and the master plan coordinator/ professional development facilitator will be responsible for the communication of available.
11. The Board agrees to offer appropriate prevention/ physical intervention assistance training sessions to bargaining unit members each school year.
12. When early release days are provided in the calendar, principals shall provide for

or allow participation in appropriate inservice for instructional members of this unit. Paraprofessionals shall not be routinely used to supervise students on early release days and then only under the supervision of a certificated employee.

13. For the period of this Agreement, any ESOL training required by the employer shall be provided to employees at no cost and shall be held at reasonable times and locations.
14. Two paraprofessional representatives, selected by DTU, will participate in the district-wide committee to develop inservice for paraprofessionals.

D. Tuition Reimbursement Program

One-half (1/2) of tuition and book costs paid by the Employee for college credit courses shall be reimbursed to the employee under the following conditions:

1. The Program must have been approved in advance by the Employer. Requests for reimbursement shall be received on a first come, first served basis at the beginning of each school year.
2. The employee shall successfully complete the course by earning credit hours and a grade of "C" or better.
3. The employee shall submit official receipts and transcripts upon successful completion of the course;
4. The total amount of reimbursement to these Employees, and UOPD, shall not exceed \$20,000.00 in one fiscal year. This \$20,000 shall be split 50% for Paraprofessionals and 50% for UOPD. Any dollars not expended by May 1<sup>st</sup> can be distributed to either group.
5. Employees not on leave shall not be limited in the number of classes they may take each semester. Employees on leave shall not be eligible for reimbursement; and
6. The employee shall be responsible to comply with the criteria of the tuition reimbursement program. The reimbursement amount for any one Employee shall be capped at \$1000 per year effective December 1, 1996. In order to receive reimbursement, the Employee must submit all receipts and transcripts within thirty (30) calendar days from the end of the term in which the class or classes were taken. Any grants or scholarships received shall be deducted from the total amount paid by the student before any reimbursement is calculated.

E. Sabbatical Leave

1. Rationale: Paraprofessional who completes internship as teacher will return to the Duval School System as a qualified teacher.
2. Purpose / Goal: To provide the qualified and selected paraprofessional a sabbatical stipend to complete a teacher internship for one semester and to provide the Duval Schools with qualified teachers from the paraprofessional work force.
3. Procedure:
  - a. HR will determine the needs of the district.
  - b. A paraprofessional who has rendered service for the Duval County Schools for three (3) out of the last four (4) years may apply if s/he is in a teacher education degree program with only the internship component remaining and if the state required skills test is passed.
  - c. A committee with DTU, HR, and principal representation will prioritize applicants based on the HR needs determination.
  - d. HR will conduct interview screening of the pool determined by the committee.
4. District Agreement: The district agrees to employ in a teaching position for the next school year paraprofessionals who successfully completed the program and can establish that all state certification requirements have been met. Employment is contingent on the fulfillment of all requirements and rules for employment. The employed para will be subject to the employment rules and laws of the state and Duval County. Subsequent employment is subject to satisfactory evaluation and renewal by the school board.
5. Paraprofessional Agreement: The paraprofessional agrees to be enrolled at all times during the semester of sabbatical and to repay the sabbatical stipend if his/her enrollment in the program is terminated before successful completion of internship. The paraprofessional agrees to be contracted as a teacher or paraprofessional in Duval County for a term of no less than three years conditioned on continued qualification to be teacher or paraprofessional and on renewal by school board to teaching or paraprofessional position. The sabbatical stipend shall be repaid to the district should the paraprofessional voluntarily resign or transfer to a position not requiring a certificate. If the paraprofessional is found to be unsatisfactory or is involuntarily transferred or is terminated without cause by the district during the three year period, no repayment will be required.
6. Stipend: The district will pay a stipend of 80% of the last salary paid to the selected paraprofessional. The paraprofessional must sign an agreement with the

district to the conditions for the sabbatical.

7. Cap: Sabbaticals will be limited to 1% of the total number of employed paraprofessionals per semester and will be contingent upon funding.

F. Plan Monitoring

A Plan Monitoring Committee shall be formed comprised of eight DTU appointees, two central office ESE Department staff, principals for each level, two administrators representative of a special needs school, a representative of the Budget Office, and a representative of Human Resources. The committee will be responsible for reviewing the progress of the implementation of the plan. The Plan Monitoring Committee may form a subcommittee to review requests for individual level designation changes due to unique or special circumstances. Such review requests shall be placed in writing to the site administrator and shall include information relative to the current position level, recommended level, reason for the requested change, and a description of specific job responsibilities that could justify the recommended change.

G. Paraprofessionals in Title I Schools

In compliance with the Elementary/Secondary Education Act (ESEA) revised by the Federal Government in January of 2002, existing paraprofessionals in Title I schools will be expected to attain an AA or AS Degree, two years of college credit, or pass a district or state devised certification test by January 2006. It was agreed that DCPS and DTU will provide a prescribed professional development program and administer a local certification test. A joint committee representing DTU and DCPS will meet on or before September 4, 2002 to determine guidelines for implementation of the certification process.

## ARTICLE V - RIGHTS AND EMPLOYMENT CONDITIONS

### A. General Provisions

1. No paraprofessional will be required to assume full responsibility or supervision of students in violation of Florida Statute. (language transferred from Article V,AA) which states as follows:  
“A district school board may appoint educational paraprofessionals to assist members of the instructional staff in carrying out their duties and responsibilities. An education paraprofessional shall not be required to hold a teaching certificate. An education paraprofessional, while rendering services under the supervision of a certified teacher, shall be accorded the same protection of laws as that accorded the certified teacher. Paid education paraprofessionals employed by a district school board shall be entitled to the same rights as those accorded noninstructional employees of the district school board.”

No employees shall be required to function as a substitute in the absence of the regularly assigned teacher except in case of an emergency and then for no more than 30 minutes. Substituting is defined as any time a paraprofessional instructs and or supervises a class of students in place of the certificated classroom teacher who is either absent, on TDE, or at a scheduled event. An emergency shall be defined as circumstances reasonably beyond the control of the Employer such as acts of God as well as other situations which could not reasonably be prevented. The Superintendent agrees to issue a written directive to school principals indicating that paraprofessionals are not to be used as substitute teachers, but are to be used to assist members of the instructional staff in carrying out their duties and responsibilities.

Paraprofessionals are to be supervised by a certificated employee while performing their duties. When a paraprofessional is rendering services directly to students, whether individually or in small groups, the term “supervised” shall mean either that: (1) the paraprofessional is working in the same classroom directly with a certificated employee; or (2) if not in the same classroom, a designated certificated employee, whose identity is made known to the paraprofessional, is in close proximity, available to assist the paraprofessional if there are problems and who periodically checks to determine if the paraprofessional needs assistance with the students. In either case, a paraprofessional shall not be left alone supervising an individual or small group of students for more than thirty (30) minutes.

2. Employees shall not be required to administer medication to students. A search of a student’s body for parasites such as lice and scabies is a shared responsibility of a school’s staff for which certain minimum training is necessary. If such searches are needed, employees may be asked to assist in this shared responsibility with training on a rotating basis.

3. Part-time assistants may be hired to perform the duties of absent employees at the discretion of the principal.
4. Paraprofessionals may be assigned to monitoring duties in the cafeteria, but shall not be required to perform custodial chores such as cleaning (sweeping, mopping, etc.), bagging or emptying trash, or moving furniture. Paraprofessionals assigned to cafeteria duty shall have input into the duty schedule and every effort will be made to limit duty to 1 ½ consecutive hours.  
Paraprofessionals assigned to monitor students in the cafeteria shall be supervised by a designated certificated employee, whose identity is made known to the paraprofessionals, is in close proximity, available to assist the paraprofessionals if there are problems, and who periodically checks to determine if the paraprofessionals need assistance.
5. Paraprofessionals may assist the classroom teacher in the supervision of students on the playground.
6. Any paraprofessional not originally hired as a security employee, may only be reassigned to a security position with the agreement of the employee. Any necessary security training shall be provided by the District.

B. Work Year

The regular work year for members of the bargaining unit shall be one hundred and eighty-eight (188) days including the following six (6) paid holidays:

Labor Day  
Veterans Day  
Thanksgiving  
Winter Holidays (Two Days)  
New Years' Day

Each member of the bargaining unit shall receive payment for those paid holidays listed above unless the employee has an unexcused or unpaid absence on the last regular workday preceding such holiday or on the next regular workday following such holiday, other than illness confirmed by a physician's statement.

C. Holidays

*A calendar shall be negotiated by the parties.*

D. Workday

1. The normal workday of members of the bargaining unit shall be seven (7) hours, excluding a thirty (30)-minute, duty-free lunch period. However, nothing shall preclude a principal from employing paraprofessionals for more than seven hours a day so long as a need exists and budgeted funds are available. In any event, members of the bargaining unit shall be compensated for all time worked.

2. Check-In Procedure  
The purpose of check-in is to determine an employee's presence in the building. Signing in shall be defined as initialing the check-in form.
3. When scheduling the employees' workday, one (1) twenty (20) minute break shall be available to meet the personal needs of the employee.

E. School Calendars

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

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

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

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

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

F. Four-Day Week/Flexible Work Schedules

1. *The parties shall discuss the need for establishing a four-day work week prior to implementation of a four-day work week. In the event the Employer determines that a change in the length of the normal workday for a certain classification of employee is necessary, it will negotiate the impact of the change. Employees affected shall be given no less than three weeks' notice of the changed schedule.*
2. *Employees shall be entitled to three days off at the completion of the four-day work week.*
3. *Flexible work schedules are encouraged and may be developed for both school-based and district employees upon mutual agreement of the Parties.*

G. Non-Discrimination

1. *The Employer will not discriminate against any applicant or employee in job*

*assignment and employee/employer relations on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or membership or participation in the normal activities of the DTU.*

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

#### H. Progressive Discipline Policy

1. The Employer's administrators shall not reprimand or criticize an individual employee in the presence of the employee's colleagues, teachers, or in the presence of students or the parents of such students. When reprimand or criticism is deemed necessary, it shall be made in a private conference, with discretion and out of public view and hearing.
2. Where disciplinary action is warranted by the facts of a situation employees shall be accorded progressive discipline. The following progressive steps must be followed in administering discipline, it being understood however, that some more severe acts of misconduct may warrant immediate suspension and/or termination. For the purposes of this process, a verbal warning is not considered part of the disciplinary procedure.
  - (1) Verbal Reprimand (With no written conference summary placed in personnel file and with verbal notification that the disciplinary process has been initiated.)
  - (2) Written Reprimand
  - (3) Suspension Without Pay
  - (4) Termination
3. It shall be the objective of those taking disciplinary action, and of the employees, that they handle their roles by conducting themselves through proper and professional decorum to avoid embarrassment.
4. If an employee is summoned to the office of the Principal or administrator/supervisor or any district-level administrator for an investigatory conference or meeting which may lead to disciplinary action, the employee shall have the right to Union representation or a witness. If a Union representative is not available for the meeting/conference, the meeting/conference shall be rescheduled to a time when Union representation is available.
5. When the employee is to receive a written reprimand, a copy of the reprimand shall be provided to the employee promptly once it is finalized. The employee shall have the opportunity to make a written response to the reprimand within ten (10) days of receiving a copy. A copy of the response shall be provided to the principal or an appropriate administrator and to the Chief Human Resource Officer.
6. An employee whose appeal of a disciplinary action is successful shall not lose any

seniority, rank, or pay as a result of the Employer's action.

I. Processing of Complaints

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

1. *Complaints, other than those investigated by the Superintendent, shall be investigated by the appropriate administrator who shall acknowledge, accept the complaint, and inform the complainant that the matter will be looked into.*
2. *The appropriate administrator shall confer with the employee, inform the employee of the complaint, receive the employee's explanation, and, if necessary, request the complainant to come in for a conference with the employee at a time mutually agreed upon by all parties.*
3. *The use of tape recorders or other mechanical/electronic/video devices is expressly forbidden unless all parties present agree to such use.*
4. *Twenty-four (24) hours' notice of any meeting to discuss a complaint from a non-supervisory person shall be given employees, and a statement of the reason for the meeting.*
5. *No administrative action, other than an investigation, shall be warranted or taken on the basis of an anonymous complaint.*
6. *Employees shall be informed of their right of Union representation. When Union representation is requested, and the employee is to be represented by the Union, the conference must be scheduled at a time when union representation can be present.*

J. Personal Rights

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

K. Personal Errands and Tasks

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

L. Seniority

*For the purpose of this contract, seniority shall be defined as the length of continuous service with the Employer as member of the bargaining unit. Continuous service shall be*

computed from current date of employment.

Where current date of employment is equal, the date of application shall be the determining factor.

An approved leave of absence shall not constitute a break in service, but shall not count as service for seniority purposes.

An employee who is RIF'd for budgetary reasons and is re-employed will not lose any seniority accrued.

M. Resignation/Reemployment

1. On or before May 31 of each year, if the calendar is approved, or as soon thereafter as possible, employees shall be notified by form letter (distributed in person or by school mail at the work site) of the last day of employment for the forthcoming work year. Employees are presumed to be reemployed and assigned to the same school for the forthcoming year unless notified to the contrary in writing.
2. If a change in school becomes necessary after June 1 the employee shall receive written notice of the reassignment.
3. Any employee who has submitted a resignation and wishes to resume employment with the Employer may rescind such resignation prior to its effective date or at any time following the effective date upon approval by the Superintendent.
4. Such employee shall be given credit for all experience accrued prior to the effective date of the resignation.
5. If the position has been filled, the employee will be offered the next vacancy for which he/she is qualified.

N. Probationary Period

All newly hired employees shall serve a probationary period of one year of at least one hundred and seventy (170) paid workdays within a specific paraprofessional classification.

If at any time during the probationary period, the supervising principal/administrator determines that the performance of the employee is unsatisfactory, in accordance with the evaluation provision of this contract, the employee may be terminated without right of appeal or hearing.

After this probationary period expires, an employee shall be terminated only for just

cause. Just cause shall be defined as the following:

1. Gross insubordination
2. Immorality
3. Misconduct in office
4. Incompetency
5. Willful neglect of duty
6. Drunkenness or illegal use of drugs while on duty
7. Conviction of any crime involving moral turpitude
8. Conviction of a felony
9. Endangering the health, safety or welfare of any student
10. Persistent violation of or refusal to obey any law, ordinance or regulation adopted by authority of law relating to public schools or any policy of the Duval County School Board
11. Excessive or unreasonable absence from the performance of duties or abandonment of position.

For purposes of this section, the term "conviction" shall mean:

1. An adjudication of guilt by a court of competent jurisdiction; or
2. Any of the following when an adjudication of guilt has been withheld:
  - a. A plea of guilty
  - b. A plea of nolo contendere
  - c. A judicial finding of guilty
  - d. A jury verdict of guilty

O. Surplus/RIF/Recall

1. Surplus

If a reduction in members of the bargaining unit should be necessary due to budgetary reasons within each school, such reduction shall be by paraprofessional classification and the criteria for identifying surplus paraprofessionals within the effected classification shall be job qualification, and district seniority in each school unit.

Employees on leave will be considered with active employees when necessary to surplus employees.

Paraprofessionals declared surplus in accordance with the above paragraph shall not receive a salary reduction for thirty (30) calendar days or until the end of the contract year, whichever comes first, and shall be reassigned prior to new employees being hired for similar positions. The paraprofessional may transfer into the same or another classification as long as qualifications are met. The principal may not unreasonably deny such transfer requests. Where performance and job qualifications are equal, the paraprofessional with the greatest seniority

will be given priority for reassignment. Every effort shall be made to reassign surplus paraprofessionals, at their option, to their original school site if any position for which they are eligible is reinstated at the fall budget process.

Should the services of a one-on-one Special Needs Paraprofessional for individual students no longer be necessary for the purpose for which they were hired, the paraprofessional may be assigned to another paraprofessional schedule during the school year.

Both parties acknowledge that paraprofessionals perform important duties at the school sites. Paraprofessionals will not be surplus from the school without consideration of the matter utilizing the SDM process as described in this agreement.

2. RIF/Recall

If a reduction in members of the bargaining unit should be necessary due to budgetary reasons, such reduction shall be by paraprofessional classification and the criteria for determining who shall be retained or recalled shall be job qualifications, and seniority as defined in this contract.

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

Paraprofessionals who have been terminated due to a RIF shall be given the opportunity to fill any part-time or temporary position for which they are qualified, which may become available, until a full-time position becomes available. Recall shall be to the same or other classification for which the paraprofessional is qualified.

3. Surplus/RIF/Recall Implementation Procedures

- a. At a specific location/school site/responsibility center, any further reduction required after first identifying part time paraprofessionals to surplus, then seeking paraprofessional volunteers to transfer to positions for which they are qualified, and next seeking paraprofessional volunteers to be identified as surplus, shall be by paraprofessional classification as outlined in subsections 1 and 2 above. Principals may request a waiver through Shared Decision Making should modifications to these procedures be needed. In order to minimize the disruption of instruction at the school site, paraprofessionals effected by the waiver process will remain in place until the outcome of the waiver is known.
- b. At a specific location/school site/responsibility center, the school principal shall identify all paraprofessional classifications (ISSP, Special Needs, Regular Needs, and Office Paraprofessional) for which each surplus paraprofessional is qualified. The surplus paraprofessional shall be

offered the opportunity to replace, “bump,” the less senior paraprofessional among all identified classifications.

4. Job Qualification

In order to determine whether a paraprofessional has a job qualification which would make that employee exempt from surplus or RIF, the parties shall convene a committee made up of equal representation from the Employer and the Bargaining Representative. This committee shall determine which classifications of employees have special job qualifications which would make them exempt from surplus or RIF. The committee shall determine what constitutes a classification. This committee shall make such a new determination each time a surplus or RIF procedure is used.

P. Student Discipline

When a student's behavior causes serious disruption or violates the Student Code of Conduct in the classroom or other school location, the employee shall report it to the principal/supervising teacher.

The employee shall be given effective support and authority in student discipline situations as prescribed in the Student Code of Conduct. Such support and authority shall be consistent with law, the Student Code of Conduct, the individual school Discipline Plan, and the policies and practices of the Employer. Each school's Discipline Plan shall contain a provision that specifies how paraprofessionals are to deal with individual students who commit conduct code offenses. Paraprofessionals may be given the authority to write student referrals and send students to the office.

Q. Transfer Procedures

Employees who wish to make application for transfer to another school, including transfers when there is a staffing of a new facility or when the major role of a facility is altered, shall submit their requests in writing to the Human Resource Services Division by March 1. Such applications shall include, in order of preference, the school or schools desired.

On March 15, a revised list of known vacancies shall be posted in each school. Any applicant wishing to amend his/her request must do so in writing within ten (10) days. On May 15, a final revised list of known vacancies shall be available to applicants for transfer upon request. Any applicant wishing to amend the request must do so within ten (10) days. In order to maximize the opportunities for transfer, vacancies shall be open to transfer applicants until June 1.

When more than one employee has on file a current transfer request for a paraprofessional position, the position may be filled after interviews from among the qualified applicants. In any event, all voluntary transfers shall be subject to the approval of the Superintendent or his designee.

Among the criteria to be considered are: qualifications, performance, needs of the

system, and seniority.

Employees who are granted transfers will be notified in writing. Those who are interviewed and not selected will be advised of the decision.

Vacant paraprofessional positions shall be posted on the faculty bulletin board whereby employees may request reassignment to any assistant position within their same school whenever one becomes vacant subject to the principal's authority to make the final job assignment.

R. Summer School Assignment/Leave

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

1. The applicant must have been employed by the Employer during the regular school year and be eligible for continued employment.
2. For summer school, applicants who worked at the school or one of its cluster schools during the previous school year will be given priority over other applicants in summer school/intersession assignments to that school.
3. Applicants will be selected to work summer school based on their last date of summer school employment. Priority will be given to those applicants, whose last summer school work experience is the most distant from the current year.
4. Employees working at least 20 days in summer school/ intersession shall be credited with an additional day of sick leave based upon the number of hours worked.
5. If all other factors are equal, seniority as defined elsewhere in this contract will be the determining factor.
6. The deadline for accepting summer school applications will be a date established by Human Resources.

S. School-Level Policies

1. Employees may make recommendations on school-level policies and procedures affecting the terms and conditions of employment in so far as is consistent with Chapter 447, Florida Statutes, subject to the responsibility of the Employer to make the ultimate decisions.
2. Any committee formed at the school in conjunction with a Shared Decision Making Process approved by the School Board shall include representation from the bargaining unit.
3. School level administrative changes to paraprofessional classifications involving a decrease in pay will be made during budget periods when possible. If not

possible, they will be made before the transfer period so as to provide paraprofessionals the opportunity to transfer into a position in their classification and pay rate.

T. Clean and Safe Conditions

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

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

2. *Employees are responsible for the security and safety of students, but should it become necessary for a school to be placed under the control and management of an outside agency, employees shall not be required to serve as security personnel.*
3. *In the event of a bomb threat, employees shall not be required to re-enter an evacuated building to search for a bomb.*
4. *Employees shall not be required to serve as security personnel for the purpose of the search and/or seizure of unauthorized goods brought into a school by students.*
5. *Tobacco Free Schools*  
*In order to safeguard the health and safety of employees and students, the use of tobacco products at any school site is prohibited. . "School site" shall be defined as any building used for pupil attendance, or part thereof, and the grounds upon which such building is located. "Tobacco products" shall be defined as all lighted tobacco products, including but not limited to cigarettes, cigars, pipe tobacco, and all smokeless tobacco products, including but not limited to snuff and chewing tobacco. As a part of the Employee Assistance and Wellness*

*Programs, any employee desiring to participate shall be provided a smoking cessation program at no cost to the employee.*

6. *A committee, with joint membership from DTU and DCPS, will review the existing District Crisis Management Plan to determine if it addresses the current safety concerns of employees.*

U. Safe School Task Force

*The parties' practice of establishing joint task forces and committees with equal representation has constituted a major step in the establishment of shared decision-making allowing the parties to develop new and positive working relationships. The parties agree that the current model for expanded joint decision-making must be continued in order to accommodate the ever-increasing range of educational topics requiring joint deliberations and the development of joint recommendations. It is understood that significant and ongoing training of both parties' representatives will be required.*

1. *While there are schools where students and employees are not confronted, in light of the 1991 Federal Department of Education nationwide survey in which 37% of urban teachers reported that physical conflicts among students were a moderate or serious problem, the parties agree to establish an ongoing Safe Schools Task Force for the duration of this contract, in an effort to resolve/establish the following charges, including, but not limited to:*
  - a. *Schools must be safe havens where children can study and learn; and*
  - b. *The Code of Student Conduct for students; and*
  - c. *Anti-violence curricula and non-traditional teaching strategies to counter violence in the schools and the community; and*
  - d. *Violence-prevention training for school staff and victim support systems to work with school personnel and others who are victims of violence, as well as the traumatized school community; and*
  - e. *Provision will be made for emergency two-way communication between the work site's administrative offices and outlying buildings or isolated classrooms; and*
  - f. *Parking lots for employees shall be enclosed by a security fence around the parking area; and*
  - g. *Leaves/transfers for employees in the event of a legitimate threat of an assault upon their life or the actual physical assault to the life of an employee.*
2. *The composition of the Task Force shall be 14 in number, with equal representation of the parties. It shall be provided sufficient resources, consultants, and staff as may be necessary to complete its assigned charge. Immediately upon ratification of this contract, the Task Force shall be implemented. At least once a year, thereafter, joint recommendation(s) shall be submitted to the President of DTU and the Superintendent for approval and*

*implementation.*

V. Medical Examination

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

1. Those prerequisites for employment.
2. Those physical or psychiatric examinations required by the Board or its designee for good cause which will be at the expense of the Employer. The employee shall have the right to seek an additional opinion or judgment from a state-licensed physician or psychiatrist of the employee's choosing at his/her own expense. The additional opinion or judgment shall also be placed in the employee's assessment file.

W. Use of Staff Facilities

All staff facilities at schools and other work locations that are available for use by certificated employees shall also be available for use by members of the bargaining unit.

X. Salespersons

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

Y. Prior Experience

*Members of the bargaining unit who transfer to other units will be entitled to transfer one hundred percent (100%) of their accumulated sick leave.*

Z. Surplus of DTU Representatives (Involuntary Transfers)

*Elected DTU building representatives shall be exempt from involuntary transfer. DTU will provide and maintain a current list of building representatives and be responsible for filing a list and/or updated list with the Division of Human Resource Services. Further, each building principal will be provided the name of the current building representative.*

AA. Employee Rehabilitation

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

*against any employee.*

BB. Harassment

1. *Employees shall be free from unnecessary, spiteful, non-constructive criticism, complaints, or harassment by administrators and/or other persons. Counseling sessions dealing with complaints, feedback, and correction shall be handled by both management and employees in a professional manner, in a private conference out of public view and hearing. Anonymous complaints will not be processed.*
2. *The Employer shall make every effort to ensure that employees shall not be subjected to harassment, abusive language, upbraiding, insults, or interference by a parent or other person in the performance of the employee's duties.*

CC. Children of Employees

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

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

DD. Posting

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

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

EE. Child Care Programs

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

FF. Notification

1. *Paraprofessionals shall be notified at the beginning of school or at the time of assignment, within the provisions of applicable law, if they are to be assigned students with disabilities or if they are at-risk for exposure to blood borne pathogens.*
2. *The Board shall post and enforce all Universal Precautions recommended by*

OSHA and shall implement and enforce a Blood borne Pathogen Exposure Control Plan.

3. The Board shall provide training to the paraprofessionals identified as "at-risk" for occupational exposure to blood borne pathogens and other infectious materials, and for dealing with the special needs of students with disabilities. The training for paraprofessionals working with students with disabilities shall include, where applicable; proper techniques for lifting and moving students, proper use of equipment students might have in school (i.e., wheelchairs, walkers, breathing apparatus, etc.), possible reactions or side effects to procedures or medications and drug interactions where known, and legal and liability issues, and shall be provided as soon as reasonably possible, but within 30 days after assignment. The training for occupational exposure to blood borne pathogens shall be provided as outlined in the Exposure Control Plan.
4. All paraprofessionals who have occupational exposure to blood or other potentially infectious materials will be eligible to participate in a Hepatitis B Vaccine Program at no cost to the paraprofessional.

GG. Drug and Alcohol Abuse Policy and Procedures

1. *Definitions*
  - a. *"Alcohol Abuse" means the use of alcohol or alcoholic beverages, on or off duty, which impairs or adversely affects the employee's ability to perform his/her job duties. The use, or being under the influence of alcohol or alcoholic beverages on the job by School Board employees is strictly prohibited.*
  - b. *"Drug Abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.*
  - c. *"Illegal Drugs" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription.*
  - d. *"Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" means those guidelines as printed in the April 11, 1988 Federal Register (53 FR11970), as they may be amended from time to time.*
  - e. *"Reasonable Suspicion" is a suspicion which is based on specific, objective facts derived from surrounding circumstances from which it is reasonable to infer that further investigation is warranted.*
2. *The Employer may require an employee to submit to drug and alcohol testing under any of the following circumstances:*
  - a. *Whenever at least two administrators have reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs*

*or alcohol while on duty; or that the employee is abusing alcohol or illegal drugs and the abuse either adversely affects his/her job performance or represents a threat to the safety of the employee, his/her coworkers, or the public.*

- b. Whenever an employee is involved in a serious accident or repetitive accidents involving personal injury or property damage which could result in liability of, or loss to the Employer, including Workers Compensation` liability.*
- c. At any time within one year after an employee has been counseled or otherwise disciplined because of a problem with alcohol or illegal drugs, has tested positive for the presence of alcohol or illegal drugs, or has completed initial rehabilitation for a problem with alcohol or illegal drugs, whichever is later.*

3. Testing Procedures and Results

*The testing procedures and the test result procedures shall be the same as those set out for the Omnibus Transportation Employees Testing Act of 1991 (OTETA) and shall be incorporated herein by reference. The Employer and DTU shall mutually agree on these procedures and any forms to be utilized prior to implementation.*

4. Disciplinary Action

- a. Any employee who fails to pass a drug or alcohol test shall be subject to discipline, up to and including discharge from employment.*
- b. Any employee who refuses to submit to alcohol and/or substance abuse testing as required by this article, shall be subject to discipline, up to and including discharge from employment.*
- c. The implementation of these procedures and any document relating to the implementation of these procedures shall remain strictly confidential. Any employee who violates this confidentiality provision shall be subject to discipline.*
- d. Any employee who intentionally provides false information regarding an employee in the implementation of these procedures shall be subject to discipline.*

5. Rehabilitative/Corrective Action

*The Employer may refer an employee to and require an employee to attend the Employee Assistance Program after he/she has tested positive for the presence of alcohol and/or illegal drugs as a condition of continued employment. This section shall not be construed to limit the Employer's right to take appropriate disciplinary action when an employee test positive for the presence of alcohol and/or illegal drugs.*

6. Cost

*The employer will pay the cost of any physical examination and test required by this article.*

7. General Intent

*The general intent of this policy is to assist the employer in determining whether employees are using alcohol or drugs or are under the influence of alcohol or drugs during the workday. It is not the intent of the Employer to interfere in an employee's personal life or to determine what an employee may choose to do outside of the workday.*

## ARTICLE VI - EVALUATION/PERSONNEL FILES

### A. Evaluation

1. At the time new members of the bargaining unit are hired, they shall be provided with copies of the forms and procedures to be used in their official evaluation. If evaluation procedures and forms are changed, all bargaining unit members will be informed of changes and provided copies of new forms and procedures at an orientation session with their supervisor.
2. Each member will be evaluated by the school principal with input from supervising teacher(s) as appropriate, by April 1, of each year. Any written input from the supervising teacher(s) shall be provided to the employee upon request.
3. Before an employee is given an unsatisfactory final performance evaluation, he/she shall:
  - a. Be notified in writing no later than March 1, citing deficiencies noted. The Professional Behaviors Instrument must be completed by this time.
  - b. On or before March 1, the principal shall conference with the employee and create a Success Plan with input from the employee.
  - c. All strategies for improvement cited on the Success Plan must specifically address the deficiencies noted.
  - d. Be observed for evaluation a second time prior to the writing of the final performance evaluation.
4. Each employee shall be provided a copy of his/her official evaluation forms at the time the signature of the employee is affixed.
5. The official evaluation form shall provide the option for comments by the employee being evaluated. Any employee may attach other comments to the form or send his/her comments directly to the Assistant Superintendent for Human Resource Services.
6. Employees with three years or more of satisfactory service who receive unsatisfactory evaluations shall be returned to probationary status under new supervisors for the period of one semester.

The employee shall be reevaluated by the end of the semester. If employee is found satisfactory at that time, he/she shall be returned to prior status at that time. The employees will not be excluded from the surplus provision.

### B. Personnel Files

1. *Personnel files of members of the bargaining unit shall be maintained in accordance with Florida Statutes. Employees shall have the right to place written materials, such as commendations or summaries of achievements of noteworthy nature, in their personnel files.*
2. *When a request is made for access to an employee's personnel file under Chapter 119 by any individual other than those authorized by Florida Statute 231.291 (3)(b) and (c), the employee shall be notified at the employee's work location.*

3. *Except for materials pertaining to work performance or such other matters that result in discipline, suspension or dismissal under laws of this State, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.*
  
4. *The term "personnel file" as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee, whether maintained in one or more locations.*

## **ARTICLE VII - LEAVES OF ABSENCE**

### **A. General Provisions**

1. **Return to Duty After Extended Leave**  
When an extended leave other than sick, illness-in-the-line-of-duty, or personal health leave terminates during a school year, the employee shall file with the Assistant Superintendent for Human Resource Services thirty (30) days before the expiration of the leave a request for reassignment. Reassignment shall be contingent upon the existence of a vacancy for which the employee is eligible. When an extended leave of absence terminates at the end of a school year, the employee shall file his/her request for reassignment thirty (30) days before the close of the school year. The returning employee shall be assigned to such vacancy as may be available for which the employee is eligible. Any member of the bargaining unit returning from sick, illness-in-the-line-of-duty, or personal health leave shall be reassigned as if the employee had been on active duty to such vacancy as may be available for which the employee is eligible. In the event a permanent vacancy is not available, the employee shall be assigned to temporary vacancies until a permanent vacancy for which the employee is eligible becomes available.
  
2. **Insurance Benefits - Leaves of Absence Without Pay** Authorized leaves of absence for members of the bargaining unit shall not be considered a termination of employment. Members of the bargaining unit on authorized leave of absence shall be considered for reassignment on the same basis as if they had been on active duty. Members of the bargaining unit on leave without pay shall have the option to continue, at their own expense, insurance or similar benefits to which the employee would normally be entitled. Any employee on approved leave of absence without pay shall have his/her health insurance continued by the Employer for a period of thirty (30) days from the beginning date of the leave.

### **B. Sick Leave**

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

1. An employee employed on a full-time basis shall be entitled to four (4) days of sick leave at the end of the first month of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment in which the employee works a minimum of five (5) workdays in the month, which shall be credited to the employee at the end of that month, and which shall not be

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

2. In accordance with Duval County School Board policies, an employee may authorize his or her spouse, child, parent, or sibling who is also an employee of the Duval County Public Schools to use sick leave that has accrued to the authorizing employee, provided that the recipient may not use the donated sick leave until all of his or her sick leave has been depleted, excluding sick leave from a sick leave pool if the recipient participates in a sick leave pool. Donated sick leave under this paragraph shall have no terminal pay value as provided in Article III section G2 (Terminal Pay (sick leave)).
- 3 As used in this section, one day of sick leave for the purpose of accrual and use shall mean to be the equivalent in hours and may be accrued over two pay periods in a month. Any portion of leave days accumulated may be taken and charged in increments of not less than thirty (30) minutes; provided, that leave may be taken only in one-half (½) day increments if any portion of the requested leave will be during student contact.
4. In the event that an employee uses six (6) or more consecutive days of his leave allowance, he shall provide the Payroll Office, 1701 Prudential Drive, with a doctor's statement attesting to the illness, with the anticipated date of return, as soon after the sixth day as possible, but in any case prior to receiving the paycheck for the pay period in which the sixth day occurred or any subsequent paychecks. Should the employee be unable to submit the doctor's statement as required above, he shall be paid for any sick leave to which he is entitled when the doctor's statement is submitted to the Payroll Office.

C. Personal Leave With Pay

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

The procedure for notifying the principal of intent to use personal leave with pay shall be the same as for sick leave with pay. However, when personal leave with pay is requested for a day preceding or following a holiday or a nonworkday for members of the

bargaining unit, the leave will be requested in advance except for emergencies.

The only explanation required for using personal leave with pay shall be personal business.

D. Personal Leave Without Pay

A maximum of ten (10) workdays personal leave without pay may be granted in a calendar year to members of the bargaining unit by the Employer. Prior to a leave in excess of two (2) consecutive days, a request stating reasons shall be made in writing, addressed to the principal or supervisor. Such leave shall not be unreasonably withheld.

Limited additional days may be granted for extenuating circumstances or reasons of severe family health problems upon approval of the Employer. Such additional leave shall not be unreasonably denied. A doctor's note describing the extent of anticipated absence may be requested.

E. Personal Health Leave

An employee shall be entitled to personal health leave without pay for any period of time up to the remainder of the school year in which the illness or injury occurs, and the leave may be extended for the next school year by the Employer for the following reasons:

1. Insufficient accumulated sick days to cover duration of illness.
2. Extended illness or health problems causing temporary disability.
3. Inability to work due to pregnancy or illness related to pregnancy.

Request for health leave for six (6) or more days shall be accompanied by a medical doctor's statement attesting to the illness. An employee using six (6) or more consecutive days of personal health leave shall provide the Payroll Office, 1701 Prudential Drive, Jacksonville, Florida 32207, a statement from their physician as evidence of satisfactory physical condition before returning to work.

Employees on personal health leave will be considered with active employees when necessary to surplus employees. Any employee wishing to return prior to the expiration of their leave shall be considered for such vacancies as may be available.

F. On-the-Job Injury/Illness

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

illness/injury-in-the-line-of-duty leave. The following requirements shall be observed for illness-in-line-of-duty leave:

1. This provision shall apply only to uncommon diseases such as meningitis and scarlet fever and illnesses commonly called "childhood diseases" such as chicken pox, mumps, measles, etc. This will not include the common cold, influenza, or diseases which ordinarily would spread among the total population.
2. Any employee who has any claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall file the appropriate claim report with the school principal.
3. Claims for illness-in-the-line-of-duty shall be approved and payment thereof authorized upon determination that:
  - a. The claimant came in contact with the disease at claimant's work location.
  - b. Symptoms of the diseases became evident and were diagnosed by a physician during the incubation period of the disease.
4. It shall be the responsibility of the claimant to furnish conclusive proof of his meeting the above-stated guidelines. Employees may use accrued sick and annual leave after supplemental pay benefits cease.

G. Pregnancy/Maternity/Adoption

1. Employees requesting leave of absence due to pregnancy/maternity may apply for sick leave or personal health leave. The leave request shall be accompanied by a physician's statement that the employee is physically unable to work.
2. Employees requesting leave of absence due to adoption may apply for personal leave with pay or personal leave without pay by submitting written proof of adoption. In cases where the adopted child is ill, the employee may apply for sick leave.

H. Assigned Duty Elsewhere

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

Any assigned duty outside of Duval County shall be by mutual consent of the employee and the Employer. An employee performing this duty outside Duval County shall be reimbursed for expenses according to Chapter 128, Part 7, of the Ordinance Code of the City of Jacksonville.

The parties agree that "Assigned Duty Elsewhere (temporary duty)," as used herein, may

be used for any employee labor unions' or labor organizations' activities, at the discretion of the Employer.

I. Court or Jury Duty

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

1. Summoned to appear as a juror.
2. Summoned to appear as a defendant in an action arising out of and in the course of his/her employment with the Employer.
3. Summoned to appear as a witness (except a character witness) in any civil or criminal action in which the employee is not the defendant or the plaintiff. Any payments received from the court for such appearance may be retained by the employee.

Any payments received from the court for such appearance may be retained by the employee. An employee must provide written documentation of date and time for jury duty and summons (copy of summons, clerk certificate, judicial assistant confirmation, or attorney acknowledgements). If reporting for jury duty or summons is within the first two (2) hours of the normal workday, the employee need not report to work first. Otherwise an employee may leave one (1) hour prior to reporting time if within Duval County or reasonable travel time if outside of Duval County. An employee will be granted one (1) hour of travel time within Duval County from the time dismissed to return to work and reasonable travel time if outside of Duval County. If the employee is released within two (2) hours of the end of the normal workday, then the employee will not need to return to work that day.

J. Educational Leave

Educational-upgrading leave without pay shall be granted for a period of up to one (1) year to employees, upon proof of acceptance as a full-time student in an accredited institution of higher education, for the purpose of earning college credits.

K. Military Leave

1. With Pay

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

2. Without Pay

In meeting their obligation to the United States Armed Services, all members of the bargaining unit will be granted military leave without pay for periods extending beyond the seventeen (17) days of paid military leave. Request for military leave must be in writing and countersigned by the principal. A copy of

orders and written evidence that effort has been made to serve the duty at a time when school is not in session must be attached.

L. Members Temporary Assignment

Upon written request by the D.T.U. at least ten (10) workdays in advance of required dates, members of the bargaining unit shall be granted leaves without pay for Temporary Duty Elsewhere for educationally related activity. Up to ten (10) members may be released for up to two (2) days each or a total of twenty (20) days. No more than two (2) members from any school center can be used for this purpose.

M. Professional Leave Pool

The Employer shall establish a pool of professional leave time of five (5) days with pay to be taken in increments of not less than one day for employees to participate in professional growth and educational opportunities including those made available by the DTU and its affiliates.

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

N. Family and Medical Leave

The Family and Medical Leave Act provisions shall be extended to otherwise qualified members of the bargaining unit who work 1200 or more hours per year. When employees return after the end of the school year at the end of approved Family Medical Leave, every effort will be made to return these employees to the same or an equivalent position.

O. Substitute

Substitutes will be provided when requested for paraprofessionals working with medically fragile and autistic students.

## **ARTICLE VIII - GRIEVANCE PROCEDURE**

### **A. Grievance Procedure**

1. As used herein, grievance is defined as a dispute between employer and employee involving the interpretation or application of this collective bargaining Agreement, and shall systematically follow the three (3)-step grievance procedure as outlined herein. A grievant shall mean either an individual paraprofessional or group of paraprofessionals having the same grievance. Any grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated and shall set forth the facts pertaining to the alleged violation, and such grievance shall be limited to an application, misapplication, or nonapplication of this Agreement to factual situations inasmuch as the legal interpretation of this Agreement is to be determined by the case and statutory law of the State together with the Charter and ordinances of the City of Jacksonville. The grievant shall have the right to representation beginning with Step 1.
  
2. Any grievant having a grievance shall first discuss it with the immediate supervisor or school administrator, as is appropriate in light of the subject matter of the complaint. Any such grievance must be brought to the attention of the immediate supervisor within ten (10) workdays of the occurrence of the event or events giving rise to the grievance; provided that, if the grievant having the grievance is absent when such event occurs, said ten (10)-day period shall not commence until his return. If the grievant and the immediate supervisor are unable to satisfactorily adjust the grievance within two (2) workdays, it may be referred to Step 1 within five (5) workdays after the expiration of the said two (2)-day period.

#### **Step 1 Formal Step / Immediate Supervisor**

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

#### **Step 2 Formal Step / Superintendent**

The employee may, within fifteen (15) workdays after receipt of the written decision, appeal in writing to the Director of Human Resource Services. The Department of Governmental and Labor Relations and Human Resource Services shall coordinate the grievances at this level. The written appeal shall set forth specifically the event or events upon

which the grievance was originally based and the grounds upon which the appeal is based and shall be subject to all other requirements of this article. The Superintendent and/or his/her representative shall meet with the grievant and/or representative. A written decision on the appeal shall be transmitted within twenty (20) workdays after receipt of the appeal, two (2) copies of which shall be delivered to the grievant.

### **Step 3 Formal Step / School Board**

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

#### **B. Arbitration**

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

1. If within five (5) workdays of receipt of the request for arbitration, the Board and the grievant are unable to mutually agree on a neutral, then the parties shall jointly request the Federal Mediation Conciliation Service to submit a panel of five (5) potential arbitrators. Arbitrators shall be selected from such a panel by alternately striking names from this list (the grievant to strike the first name) until the last name on the list is reached. The last name on the list shall be the designated arbitrator. All parties shall participate in the arbitration process in accordance with the intent of the collective bargaining law.
2. The cost of arbitration is to be paid by the losing party when there is a clear award. Otherwise, the costs will be paid by the charging party.
3. The bargaining agent shall be reasonably notified of the time and place that each of the four steps of the grievance procedure are to be held in order that it might be present, and it shall be provided with a copy of the final determination of the grievance.
4. The time limits specified above may be extended at any time by agreement between the grievant and the appropriate administration representative.
5. Both parties shall have the right to appeal to an appropriate court any grievance decision inconsistent with the terms and conditions of this agreement.

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

## ARTICLE IX - UNION RIGHTS

### A. General Provisions

1. The DTU may use the grievance procedure when a dispute arises involving the interpretation or application of this Agreement, as it pertains to DTU organizational rights. Grievances under this provision shall start at Step 2 of the Grievance Procedure.
2. The Employer shall make available, upon request, to the DTU, existing employee lists and any other available documents that are subject to the "Public Records Law".

### B. Meetings and Visitation

1. *Consistent with the provision of Florida Statute 447.509, DTU members may hold meetings before or after the normal school day for students, or workday if non-school-based, provided such meetings do not conflict with other school activities or assigned duties of employees. A suitable location that is agreeable to both the principal or appropriate administrator and the DTU representative will be made available for such meetings.*
2. *Representatives of the DTU may visit and confer with members of the bargaining unit before and after the normal school day for students provided such meetings do not conflict with other school activities or assigned duties of employees.*
3. *Representatives of the DTU may visit and confer with individual members of the bargaining unit during their duty-free break or duty-free lunch period wherever employees normally congregate or where they eat their lunches.*
4. *Representatives of the DTU may visit and confer with employees at other times subject to the approval of the principal or the Assistant Superintendent for Personnel or appropriate administrator.*
5. *In any event, DTU representatives shall report their presence to the main (school) office at the time of entry on school premises.*

### C. School Mail Boxes and Bulletin Boards

1. *The DTU shall be provided partial use of suitable bulletin boards, including at least one reserved at each school location and district offices (one on each floor) as designated by the Employer. The DTU agrees that it shall use space on bulletin boards provided by the Employer for the exclusive use of the Union for purposes of posting material dealing with Union business.*
2. *The DTU shall be entitled to use the school-based employees' pick-up boxes for distribution of materials dealing with Union business. Similar distribution shall be allowed for district offices through a central source as mutually agreed upon by the parties.*

D. Administrative Directives

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

E. Leaves - Duval Teachers United

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

F. Professional Leave Pool

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

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

G. Time for Negotiations

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

H. Dues Deduction

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

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

3. *It is understood that this provision will provide for 22 or 26 deductions per year for all covered employees as outlined in Appendix D. The Employer will remit to the DTU such sums as deductions are made to be implemented when the ACH system is functioning. There will be a one month trial transfer period. An electronic copy of the deduction will be provided to the DTU within five working days. Changes in the DTU membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the DTU and shall be done at least 30 days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the DTU does not give written*

*notice to the Employer within thirty (30) calendar days after a remittance is received of its belief, with reason(s) stated therefore, that the remittance is incorrect.*

4. *No deduction of dues shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.*
5. *An employee may at any time revoke, in writing her/his authorization for dues deductions. Written requests received by the 20th day of the month will be effective no earlier than the first payday and no later than the second payday of the following month.*
6. *Any employee who has payroll deductions to DTU for membership dues at the time of any unpaid leave shall have such dues deductions reinstated when she/he returns from leave, unless canceled by the employee in writing.*

I. *Membership Benefits Deductions*

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

J. *Organizational Exclusivity*

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

K. *Surplus/Involuntary Transfer Exemption of DTU Chairpersons*

1. *Elected DTU Building Chairpersons shall be exempt from surplus/involuntary transfer. The DTU Building Chairperson shall be exempt in order to provide continuity of representation.*
2. *DTU will provide and maintain a current list of Building Representatives and be responsible for filing a list and/or updated list, with the Division of Human Resource Services. Further, each principal/appropriate administrator will be provided the name of the current building representative(s).*

L. *Early Dismissal*

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

- M. Joint Union-Management Training Sessions  
*In order to expedite the implementation of this Contract at the work location level, the Superintendent and the DTU President, by mutual agreement, will schedule joint meetings of principals, appropriate administrators, Union Representatives and officers for the purpose of conducting joint Union-management training and/or informational sessions.*
- N. Public Address System Access  
*DTU shall be allowed to have announcements made on the public address system for the purpose of communicating with members of the bargaining unit so long as such utilization does not interfere with the direct instruction of students and to the same extent that other general announcements are made.*
- O. DTU Contracts  
*The Bargaining Agreement will be made available on the District Website. Layout and design shall be mutually agreed upon by the Parties. In addition, DTU has the right to utilize DCSB printing services as a top priority through Human Resources (and at the same cost to Human Resources) in order to print contracts. DTU will pay for the cost of printing contracts.*
- P. Directories and Information  
*The Employer shall make available, upon request, to the DTU, existing employee lists and any other available documents that are subject to the "Public Records Law." Charges for such records shall be in compliance with F.S. 119.07. The employer will provide to DTU a monthly Personnel Cross Index Report.*
- Q. Employee Email  
*DTU shall have the use of the District electronic mail system for the purpose of informing members of scheduled meetings, implementing the collective bargaining agreement, and for information distribution including, but not limited to: surveys, newsletters, ratification materials, grievance processing activities, professional issues, professional developments activities and benefits of membership. DTU shall only use the electronic mail system to communicate with non-members for announcement of professional development opportunities that are open to members and non-members and for ratification materials. Should any employee, whether a member or non-member, request that DTU cease sending them email communications, DTU will immediately remove that employee's name from the distribution list and shall not send the employee any further electronic communications. DTU shall comply with all applicable federal, state, and local laws, and DCSB policies regarding the use of such systems.*

*The electronic mail system shall not be used for the distribution of information which is political (unless authorized by the Superintendent), slanderous, defamatory, libelous, or in any way critical of the School Board, the Superintendent, or any administrator or other employee of the School Board. It shall not be used for solicitation of non-members or for materials related to internal elections of DTU officers. Should DTU or its representative, acting on behalf of DTU, violate the terms of this article, the*

*Superintendent shall have authority to suspend the right to use the electronic mail system for up to 90 calendar days.*

## ARTICLE X - GOVERNANCE AND OVERSIGHT

### A. Shared Governance

1. *The Employer and the DTU agree that the improvement of students' learning is of primary importance. In order to maximize the potential for effective curriculum, instruction, and other learning-related functions, and in order to maximize effectiveness of employees, the Employer and DTU jointly support the process of Shared Governance and the employee's right to participate in this process. We agree that it is the best system yet devised to insure justice and fairness, stability, direction, cooperation, collaboration, and commitment in our schools/work locations. This Shared Governance process is strongly encouraged at all work locations, including Administrative sites. In addition, district wide resource employees may have district Shared Governance Committees.*
2. *Each school shall develop a Shared Governance plan. Such plan shall be submitted to the DTU and the district designee. Shared governance guidelines, incorporated by reference into this document, shall serve as a reference when developing this plan. The plan shall include a process for reaching consensus as well as a mechanism for meaningful input in setting the school's budget priorities in both the spring and fall adjustments. Individual schools budgets shall be presented to the employees, at least two (2) weeks prior to the time budgets are due in the spring, and at least two (2) days prior to the time budgets are due in the fall. Copies of the final budgets shall be made available to school members of the bargaining unit.*
3. *A checklist document developed by the parties and signed by the Building Representative and the Principal at each school indicating that the plan has been developed shall be submitted to the district designee and DTU by November 1st of each year.*
4. *The process for selecting representatives of the Shared Governance Committee shall be agreed upon by faculty, staff, and administration. Involvement of classified and resource staff, community, parents, students, business, and others is encouraged. Any committee formed at the school in conjunction with the Shared Governance Process approved by the School Board shall include representation from all bargaining unit(s).*
5. *A Shared Governance Committee composed of members representing the Regional Superintendents, the principals, and DTU will oversee the implementation of the Shared Governance Guidelines at the work site.*
6.
  - a. *Waivers*  
*The parties encourage the use of this waiver procedure for implementing school improvement plans, and developing creative teaching methods. Examples of the types of proposals which may be made through this process are, flexible scheduling of students and employees, provisions for*

*early release of students, establishment of time for conducting inservice, conferences, and professional planning.*

*b. Waiver Process*

- (1) Any school applying for a waiver of specific contract language must have faculty consensus through their Shared Decision Making process.*
- (2) The consensus reaching process must be identified in the school's Shared Decision Making plan.*
- (3) The DTU must have on file an updated Shared Decision Making plan by November of each school year.*
- (4) Any requests for waivers must include the minutes of the meeting addressing the waiver along with sufficient documentation of consensus.*
- (5) All waivers must be submitted to the Regional Superintendent and to the Contract Waiver and Oversight Committee (See Contract Waiver and Oversight Committee).*

**B. Contract Waiver and Oversight Committee**

A committee comprised of the President of DTU and three designees, the General Director, Human Resource Services, and three designees of the Superintendent, shall function as the Contract Waiver and Oversight Committee. The Contract Waiver and Oversight Committee will be authorized to provide oversight for contract compliance and to review contract waiver requests necessitated by new innovative programs and/or school improvement efforts. Waiver requests should be made in writing with sufficient documentation to assist the Committee in reaching a decision.

Contract waivers must be reviewed and recommended by the Regional Superintendent and submitted to the Contract Waiver and Oversight Committee. Any contract waivers recommended by the Committee shall be reviewed and approved by the DTU Executive Board and the Superintendent or his or her before the waiver is granted. Responses to such requests for waiver should be made within thirty (30) days from the date of receipt by the Committee. Approved waivers may be granted for a period of time no longer than the remainder of the school year. Should the DTU Executive Board deny the waiver request, the Executive Board shall provide reasons for the denial in writing and shall allow the school submitting the request to modify its request and resubmit it to the Board. School representatives who are members of the bargaining unit shall be allowed to address the next Executive Board regarding its modified submission and the Executive Board shall act on the modified request.

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

## ARTICLE XI - AGREEMENT/LAW

- A. Conformity to Law  
Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, then such provisions shall be replaced by a provision agreed upon by the Employer and DTU, and made a part hereof as an appropriate amendment to this contract. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.
- B. Union Responsibility  
The DTU shall be liable for any damage which might be suffered by the Employer as a result of violation of the provisions of Section 447.501 and 447.505, Florida Statutes, by the DTU or its representatives, officers, agents, or members representing DTU.
- C. No-Strike Clause  
*The DTU and its members agree that, during the life of this Agreement, they shall not enter into a strike, as defined in Florida Statutes 447.203.*
- D. Management Rights  
*It is the right of the Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the right of the Employer to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercises of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.*
- E. Agreement/Reopeners  
*This Agreement is effective July 1, 2009, through June 30, 2012, between the D.T.U. and the Employer.*

**SIGNATURE PAGE**

The 2009-12 Bargaining Agreement between Duval Teachers United / United Paraprofessional Chapter AFT Local 3326, FEA/United, AFL-CIO, and the Duval County School Board.

IN WITNESS WHEREOF, the parties hereto have set their hands this 9<sup>th</sup> day of December, 2009.

From the DTU Negotiating Team

For the School Board Negotiating Team

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*Mirta Martinez*  
*Chief Negotiator*

*Vicki Reynolds*  
*Chief Negotiator*

*DUVAL TEACHERS UNITED*

*DUVAL COUNTY SCHOOL BOARD*

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairman

*ATTEST*

*Form Approved:*  
\_\_\_\_\_

\_\_\_\_\_  
*Ed Pratt-Dannals*  
*Superintendent of Schools*  
*Ex Officio Secretary to the Duval County*  
*School Board*

## APPENDIX A -PARAPROFESSIONAL DIFFERENTIATED CLASSIFICATIONS

### JOB SPECIFICATIONS

#### ISSP Facilitator

**Kind of Work:** Under the supervision of the site administrator, the ISSP Facilitator is assigned for at least 80% of the work day the responsibility of providing instructional assistance and maintaining discipline in the In-School Suspension Program classroom(s). Remote supervision of the ISSP Facilitator by appropriate certificated staff will be provided.

**Examples of Work:** The ISSP Facilitator is responsible for establishing and maintaining a positive learning environment for students assigned to in-school suspension. This would include establishing a classroom management plan, providing individual assistance to students for instructional purposes, compiling/distributing student assignments, and oversight of ISSP student activities during the day. In some situations the ISSP Facilitator may be responsible for supplying materials/resources for students, initiating or reviewing student assignments, collecting student work, appropriate record keeping, and orienting students who are new to the school. It is the ISSP Facilitator, under the supervision of the site administrator/designee, who is responsible for ensuring that students conform to established school and classroom rules, complete instructional requirements, and generally ensure that students are offered the opportunity to continue in a school environment during the student's period of suspension.

More specifically the ISSP Facilitator will supervise and monitor student behavior (including reading and explaining rules and procedures about ISSP to students), implementing and enforcing the rules on a consistent basis and evaluating student behavior on a set schedule (including completing behavioral reinforcement data). In addition, the ISSP Facilitator will implement behavior management techniques with specific students, distribute/collect/assess student work folders to ensure work is complete, and monitor students during environmental duty/lunch/restroom breaks. The ISSP Facilitator will also communicate with teachers, administrators, parents, and school resource officers regarding concerns with students enrolled in ISSP. It shall also be the responsibility of the ISSP Paraprofessional to take daily student attendance, and document all students entering/exiting ISSP (including late arrivals, emergency placements, etc.).

#### Instructional Paraprofessional for Special Needs

**Kind of work:** Under supervision of an ESE teacher, the Instructional Paraprofessional for Special Needs is assigned for at least 80% of the workday the responsibility for assisting with classroom instruction and with the maintenance of discipline and childcare needs. Other responsibilities such as additional related classroom clerical duties, cafeteria duty, etc. may be assigned for a minor portion of the workday. General requirements of this position would be that the Instructional Paraprofessional for Special Needs would be able to provide assistance in all of the areas indicated as appropriate for the Instructional Paraprofessional (Regular Needs) as adapted to the complex and individualized areas required for students with special needs.

**Examples of work:** Classroom Instruction - Provides assistance with individual/group tutoring in academic areas including introducing and monitoring instructional activities, monitoring testing situations, and planning for instruction with the teacher according to student's Individual Educational Programs (IEP's). Assistance may include creating and using alternative instructional materials, assistance with electronic aids such as Braille and other reader programs, tape recorders, audio readers/trainers, adapted computer programs, communication programs, etc. based on student's individual special needs. Other areas of assistance in classroom instruction might include note taking, continuous planned prompting of students to initiate/maintain/complete learning activities, and individual use of low vision/hearing aids/materials. Providing individualized communication assistance including interpretive/translation (ESOL) services, communication board assistance, Braille transcribing assistance, and other adaptive devices necessary for instructional purposes.

**Classroom/Behavior Management** - Provides assistance to the teacher with planning, implementing, monitoring and evaluating complex individualized student behavior management programs. Assists with behavioral data collection, identifying problem behaviors and planned strategies to change behaviors according to students IEP's. May participate in social skills training activities through individual/group counseling sessions with students, role-playing activities, and structured behavioral programming assistance (proximity control, prompting, contingencies, coaching, cuing and planned ignoring). Under supervision of certificated staff, and after completing appropriate training, may provide physical crisis intervention assistance to prevent students from hurting themselves, others, or destroying property.

**Child and Health Care Needs** - Provides assistance designed to support and encourage independent functioning of students, daily living assistance, self-care activities, physical and occupational therapy assistance, orientation and mobility assistance and assistance with student safety according to students IEP's. Examples of this might include assistance with lifting, positioning, diapering, feeding, and physical restraint of individual students. The paraprofessional who has received appropriate training may assist with monitoring student's health status, assistance with prosthetic devices, student mobility training, and helping students with self-monitoring health care activities (catheterization, blood glucose monitoring, skin care for braces, etc).

#### Instructional Paraprofessional (Regular Needs)

**Kind of Work:** Under supervision of a classroom teacher, the Instructional Paraprofessional (Regular Needs) is assigned for at least 80% of the workday the responsibility for assisting classroom teachers with instruction and the maintenance of discipline in general education instructional situations. Responsibilities for the majority of the time must be spent on small group tutoring or instruction of children and grading papers under the supervision of the teacher and with other classroom duties assigned by the teacher. Other responsibilities such as additional related classroom clerical duties, cafeteria duty, etc. may be assigned for a minor portion of the workday by the site administrator/designee.

**Examples of Work:** In the classroom, introduce and monitor group instructional activities, monitor student-testing situations, assist the classroom teacher with planning for instruction, and

manage student social skills development activities. Instructional assistance might include securing/producing-teaching resources such as bulletin boards, leading reading and/or other academic group activities, and responding to individual students requiring academic assistance. In addition, paraprofessionals may provide assistance by supervising student use of equipment (computers, tape recorders, instructional media programs, etc.), distributing/collecting assignments based on the teacher's directions, and facilitating the teacher in assessing student progress.

*Classroom/Behavior Management* - Provides assistance to teacher by assisting with developing, implementing and evaluating classroom behavior management plans. Activities might include monitoring the behavior of individuals or groups of students, assisting with student conflict resolution, providing reinforcement to students for appropriate behavior, crisis intervention when necessary, administering behavioral consequences under the direction of the teacher, and maintaining the classroom management plan established by the teacher.

*Other Responsibilities* - Under the direction of the site administrator Instructional Paraprofessionals (Regular Needs) may perform other responsibilities (20% of workday) including; assistance with parental contacts, ordering supplies, student record keeping, school lunch program information collection/maintenance, copying, maintenance/repair of materials, bus/car duty, media center assistance, etc.

#### Security Paraprofessional

**Kind of work:** Under the supervision of the site administrator/designee, the Security Paraprofessional will be assigned non-instructional responsibilities that assist the administrator of the school in the security efforts of the building and grounds.

**Examples of work:** The Security Paraprofessional, under the supervision of the site administrator/designee, will perform responsibilities that assist the security efforts of the building and grounds. Responsibilities may include observing/monitoring students in the halls, restrooms, lunchroom, as well as the boarding and debarking of buses/car

## APPENDIX B - ALTERNATIVE SCHOOLS' SUPPLEMENT

### Paraprofessional Supplement Criteria for Alternative Schools

- All members of the Paraprofessional Bargaining Unit in the alternative schools (Mattie Rutherford, Lackawanna, and Grand Park) who receive a satisfactory evaluation shall be eligible for the Alternative School Supplement.
- Paraprofessionals must meet the criteria set forth in this document in order to qualify for the entire supplement or any part thereof.
- The Supplement is divided into three areas which are assigned different monetary values. The monetary award for meeting the criteria in all three areas is \$1250.
- The amount of the supplement paid to the paraprofessional is determined by the number of areas met in the established criteria.
- The three areas in which the supplement is divided are:
  1. Recidivism Rate: \$250
  2. Commitment to the Program: \$500
  3. Return for Reemployment at the Alternative School: \$500
- The supplement earned will be paid in one payment on the 2<sup>nd</sup> paycheck in August of each school year. Included in the supplement payment at that time will be the monetary award earned for
  1. Areas #1, #2: (Up to \$750- even though criteria for these were met in the previous school year) and
  2. Area #3: (\$500-The paraprofessional must return for reemployment at the alternative school.

### Recidivism Rate

In order for an alternative school to qualify for the recidivism portion of the supplement (\$250 per paraprofessional), the calculated recidivism rate at that school may not exceed 10% of the total student population enrolled during the current school year. The alternative school's recidivism rate will be based on the following:

- To be considered as part of the recidivism rate a student must complete the alternative school program and return to a regular school.
- Any student who has exited the program and has been charged with an additional 2.19 offense or has committed an additional class III or IV offense within the same year
- Any student currently enrolled who has been charged with a 2.19 offense or has committed any class III or IV while enrolled at an alternative school.

**Alternative School Supplement Paraprofessional Checklist**

Paraprofessional's Name \_\_\_\_\_ School # \_\_\_\_\_

Criteria	Completion	Principal's Initials
<b>Evaluation</b>		
The paraprofessional received a satisfactory or higher annual evaluation.	_____Yes _____No	
The Paraprofessional worked a minimum of 99 days during the school year.	_____Yes _____No	

Criteria	Award	Completion	Principal's Initials
<b>Recidivism Rate</b>	<b>\$250</b>	___Yes ___No	
The recidivism rate at the school did not exceed 10% for the year.			
<b>Commitment to the School Program: The teacher must document successful completion of 3 of the following in the year before the monetary award:</b>	<b>\$500</b>	___Yes ___No	
1. Attending 80% of the SDM Committee meetings			
2. Participating in voluntary* professional development activities that support the school's mission or School Improvement Plan			
4. Participating in school wide programs			
5. Participation in school wide committees			
6. Participating in school meetings/activities			
<b>Commitment to Return</b>	<b>\$500</b>	___Yes ___No	
After a year of employment at the alternative school, the paraprofessional returned to reassume responsibilities in the year of the monetary award.			

- Qualifies for the Alternative School Supplement**  
 **Does not qualify for the Alternative School Supplement**

Paraprofessional's Signature \_\_\_\_\_ Date \_\_\_\_\_

Principal's Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX C - GOVERNANCE/SHARED DECISION MAKING

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

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

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

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

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

-----  
Name and number of work location: \_\_\_\_\_ Date of request: \_\_\_\_\_

Contract Language to be waived: \_\_\_\_\_  
\_\_\_\_\_

Reason for Request: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date approved by school shared decision making authority: \_\_\_\_\_  
\_\_\_\_\_

Work Site Administrator

Date: \_\_\_\_\_

DTU Building Representative

Date: \_\_\_\_\_

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REGIONAL SUPERINTENDENT

Recommended:  Not Recommended:  Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

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CONTRACT WAIVER AND OVERSIGHT COMMITTEE (HUMAN RESOURCES)

Recommended:  Not Recommended:  Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

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DTU Board of Directors

Approved:  Not Approved:  Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

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SUPERINTENDENT'S TASK FORCE (CHIEF OF STAFF)

Approved:  Not Approved:  Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX C  
GOVERNANCE/SHARED DECISION MAKING (CONTD)**

Shared Decision Making Checklist

School Name: \_\_\_\_\_ School Number \_\_\_\_\_

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

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

**Principal's Signature / Date**

**DTU Representative's Signature / Date**

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX D - SALARY SCHEDULE 2009-2010

**DUVAL COUNTY PUBLIC SCHOOLS**  
**2009-2010**  
**PARAPROFESSIONAL**  
**188 DAYS/ 7 HOURS DAILY**  
**PAY SCALE TYPE RA, RF, RI, AND RS**

Type Column	RA I	RA II	RA III	RA IV	RA V	RF IV	RF V	RF VI	RI I	RI II	RI III	RI IV	RI V	RS I	RS II	RS III	RS IV	RS V	
	Security RBRA/RDRA (A640, A790)					ISSP Facilitator RBRF/RDRF (A51F)			Instruction-Regular Needs RBRI/RDRI (A51E, A51M, A51S, A510, A511, A512, A513, A514, A515, A516, A519, A521, A530, A910, A550)					Instruction-Special Needs RBRS/RBRI (A51A, A51B, A51C, A51D, A51G, A520)					
Level																			
01	7.90	8.07	8.19	8.30	8.70	9.55	9.74	9.93	8.30	8.46	8.56	8.69	9.08	8.63	8.82	8.94	9.05	9.43	
02	8.08	8.25	8.36	8.49	8.90	9.75	9.95	10.15	8.49	8.63	8.75	8.88	9.28	8.85	8.98	9.09	9.23	9.64	
03	8.28	8.46	8.56	8.69	9.12	9.97	10.17	10.36	8.68	8.83	8.96	9.09	9.50	9.02	9.19	9.29	9.42	9.84	
04	8.48	8.65	8.77	8.90	9.30	10.20	10.39	10.59	8.87	9.06	9.18	9.29	9.70	9.22	9.36	9.51	9.64	10.05	
05	8.68	8.85	8.96	9.12	9.50	10.37	10.60	10.79	9.08	9.24	9.36	9.51	9.92	9.41	9.60	9.72	9.84	10.28	
06	8.89	9.07	9.18	9.30	9.73	10.62	10.83	11.03	9.28	9.46	9.56	9.70	10.16	9.62	9.80	9.92	10.06	10.49	
07	9.09	9.26	9.38	9.51	9.95	10.85	11.06	11.26	9.49	9.65	9.81	9.93	10.37	9.87	10.04	10.18	10.31	10.75	
08	9.32	9.50	9.62	9.76	10.22	11.10	11.33	11.53	9.73	9.90	10.04	10.18	10.63	10.11	10.31	10.45	10.62	11.10	
09	9.86	10.04	10.17	10.32	10.79	11.65	11.88	12.07	10.27	10.44	10.59	10.72	11.21	10.62	10.79	10.95	11.09	11.56	
10	10.44	10.63	10.75	10.91	11.40	12.30	12.52	12.74	10.84	11.04	11.20	11.33	11.82	11.23	11.42	11.56	11.71	12.23	
11	11.58	11.77	11.91	12.03	12.53	13.65	13.71	13.78	12.10	12.29	12.45	12.60	12.71	12.50	12.69	12.84	13.00	13.50	
12	12.22	12.42	12.57	12.69	13.22	14.40	14.46	14.54	12.77	12.97	13.13	13.29	13.41	13.19	13.39	13.55	13.71	14.24	
95	13.53	13.75	13.91	14.04	14.62	15.85	15.94	16.00	14.14	14.33	14.52	14.67	14.81	14.57	14.79	14.96	15.13	15.70	

*Step Movement - A paraprofessional who worked one day more than half of the previous work year in his/her position in Duval County shall advance one level on the salary schedule. Column movement requires the completion of inservice hours, college credit, and/or meeting the agreed upon assessment criteria to satisfy the ESEA Requirements for instructional paraprofessionals.*

*Level 95 is for incumbents only who were assigned to level 95 in 2008-2009 school year.*

*Longevity Pay - Members of this bargaining unit with ten (10) years or more of creditable service shall receive an additional \$800 annually.*

*Salary schedule effective July 1, 2008.*