

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**DUVAL COUNTY SCHOOL BOARD**

**AND**

**DUVAL TEACHERS UNITED**

**2023-2024**

**UNITED OFFICE PERSONNEL OF DUVAL**

# TABLE OF CONTENTS

<b>ARTICLE I – GENERAL PURPOSE .....</b>	<b>1</b>
A. PURPOSE .....	1
B. RECOGNITION - POSITIONS & PAYGRADE ASSIGNMENTS.....	1
C. SPOKESPERSON.....	2
D. SEVERABILITY .....	2
E. TITLES .....	2
F. COLLECTIVE BARGAINING RESEARCH DATA AND RELATED MATERIALS .....	2
G. REFERENCE TO CONSTITUTIONAL RIGHTS AND STATE STATUES.....	2
H. CONFLICT WITH LAW OR RULES.....	3
I. MAINTENANCE OF CONTRACTUAL STANDARDS .....	3
J. CONTRACT SUPREMACY .....	3
K. POST-RATIFICATION AMENDMENT .....	3
L. DEFINITIONS.....	4
M. COMMON LANGUAGE .....	5
<b>ARTICLE II – SALARY AND SUPPLEMENTS.....</b>	<b>6</b>
A. COMPENSATION.....	6
B. REHIRED – STEP PLACEMENT .....	6
C. PAY-GRADES.....	6
D. PAY-GRADE – PROMOTION .....	6
E. PAY-GRADE TRANSFER (PARAPROFESIONALS OTHER THAN OFFICE ASSISTANTS).....	7
F. WORKING OUT OF CLASSIFICATION .....	7
G. EXTENDED DAY PROGRAM .....	7
H. ATHLETIC COACHING .....	7
I. ESE JOB COACH SUPPLEMENT .....	7
J. POLICE EMERGENCY COMMUNICATIONS OFFICERS .....	8
K. SERVICE RAISE.....	8
L. SUBSTITUTES’ PAY .....	8
M. PLACEMENT OF THE TEACHERS’ SALALRY SCHEDULE .....	8
N. LEAVE TRANSFER .....	9
O. OPTIONAL PAY PLAN.....	9
P. PAY CHECKS .....	9
Q. TIME CONNECTION .....	9
R. PAY CALENDAR .....	9
S. OFFICE PARAPROFESSIONAL CONVERSION TO UOPD.....	10
T. BACKGROUND CHECKS .....	11
U. WORK ON EMERGENCY DAYS .....	11
<b>ARTICLE III – BENEFITS.....</b>	<b>12</b>
A. HEALTH INSURANCE .....	12
B. LIFE INSURANCE.....	13
C. INSURANCE FOR RETIRED EMPLOYEES .....	13
D. SICK LEAVE POOL .....	14
E. USE OF EMPLOYEES’ VEHICLES/REIMBURSEMENT .....	15
F. SCHOOL-SPONSORED EVENTS .....	15
G. PESCO AND FINANCIAL INSTITUTIONS PAYROLL DEDUCTIONS.....	15
H. PERSONAL PROPERTY PROTECTION .....	15
I. TERMINAL PAY .....	16
J. EMPLOYEE ASSISTANCE AND WELLNESS PROGRAM.....	18
K. ANNUAL PAYMENT FOR ACCURED SICK LEAVE .....	18
<b>ARTICLE IV – EMPLOYEE RIGHTS .....</b>	<b>19</b>
A. NON-DISCRIMINATION.....	19

B. HARASSMENT .....	19
C. PROGRESSIVE DISCIPLINE POLICY .....	19
D. PERSONNEL FILES .....	21
E. PERSONAL RIGHTS .....	21
F. EMPLOYEE REHABILITATION .....	22
G. RESIGNATION/REEMPLOYEMENT .....	22
H. SENIORITY .....	22
I. PERSONAL ERRANDS AND TASKS .....	23
J. CHILDREN OF EMPLOYEES .....	23
K. PROCESSING OF COMPLAINTS .....	23
L. PROBATIONARY PERIOD .....	23
M. YEARS OF SERVICE RECOGNITION .....	24
<b>ARTICLE V – EMPLOYMENT CONDITIONS .....</b>	<b>25</b>
A. HOURS OF WORK AND OVERTIME .....	25
B. HOLIDAYS .....	26
C. HOLIDAYS/CALENDAR.....	27
D. SUMMER-SCHOOL ASSIGNMENT.....	27
E. EMPLOYEE EVALUATION.....	28
F. VOLUNTARY TRANSFER REQUESTS.....	29
G. INITIAL EMPLOYMENT RIGHTS .....	30
H. ORIENTATION.....	30
I. IN-SERVICE.....	30
J. CLEAN AND SAFE CONDITIONS .....	31
K. TOBACCO FREE SCHOOLS/WORK LOCATIONS .....	32
L. SALESPERSON .....	33
M. SURPLUS .....	33
N. PROMOTION.....	34
O. SUBSTITUTION .....	34
P. VIDEO DISPLAY TERMINAL .....	35
Q. POSTING.....	35
R. TASK FORCE AND ANNUAL REVIEW.....	36
S. SCHOOL CALENDARS .....	36
T. FOUR-DAY WEEK/FLEXIBLE WORK SCHEDULES.....	37
U. SAFE SCOOOL TASK FORCE.....	37
V. CHILD CARE PROGRAMS .....	38
W. DRUG AND ALCOHOL ABUSE POLICY AND PROCEDURES .....	38
X. EMERGENCY WORK SCHEDULE .....	41
Y. DRESS CODE.....	41
Z. WORKSPACE – JOB COACHES.....	41
<b>ARTICLE VI – LEAVES.....</b>	<b>42</b>
A. GENERAL .....	42
B. SICK LEAVE/BEREAVEMENT LEAVE.....	42
C. ANNUAL LEAVE.....	44
D. PERSONAL LEAVE WITH PAY .....	47
E. PERSONAL LEAVE WITHOUT PAY .....	47
F. PERSONAL HEALTH LEAVE .....	47
G. ON-THE-JOB INJURY/ILLNESS .....	48
H. INSURANCE BENEFITS – LEAVES OF ABSENCE WITHOUT PAY .....	48
I. PREGNANCT/MATERNITY LEAVE .....	49
J. ADOPTION LEAVE .....	49
K. MILITARY LEAVE .....	49
L. COURT OR JURY DUTY.....	49
M. EDUCATIONAL LEAVE .....	50
N. TEMPORARY DUTY ELSEWHERE (TDE) .....	50

<b>ARTICLE VII – PROFESSIONALIZATION OF OFFICE EMPLOYEES .....</b>	<b>52</b>
A. PREFACE .....	52
B. SCHOOL RELATED EMPLOYEE OF THE YEAR .....	52
C. EDUCATIONAL CREDIT .....	52
D. SABBATICAL LEAVE.....	52
<b>ARTICLE VIII – UNION RIGHTS.....</b>	<b>54</b>
A. GENERAL PROVISIONS .....	54
B. MEETINGS/VISITATIONS/SOLICITATIONS .....	54
C. SCHOOL MAIL AND BULLETIN BOARDS.....	54
D. NEGOTIATIONS .....	54
E. ORGANIZATIONAL EXCLUSIVITY .....	55
F. ADMINISTRATIVE DIRECTIVES.....	55
G. MEMBERSHIP BENEFITS DEDUCTIONS .....	55
H. LEAVES – DUVAL TEACHERS UNITED .....	55
I. DUES DEDUCATION .....	55
J. EARLY DISMISSAL .....	56
K. JOINT UNION-MANAGEMENTTRAINING SESSIONS .....	56
L. SURPLUS/INVOLUNTARY TRANSFER EXEMPTION OF DTU REPRESENTATIVES .....	56
M. PUBLIC ADDRESS SYSTEM ACCESS.....	56
N. PROFESSIONAL LEAVE POOL .....	56
O. EMPLOYEE EMAIL .....	57
P. REPORTS .....	57
<b>ARTICLE IX – MANAGEMENT RIGHTS .....</b>	<b>58</b>
A. MANAGEMENT RIGHTS.....	58
B. NO-STRIKE CLAUSE .....	58
C. DTU CONTRACTS .....	58
<b>ARTICLE X – GRIEVANCE PROCEDURES .....</b>	<b>59</b>
A. DEFINITION .....	59
B. INFORMAL RESOLUTION .....	59
C. STEPS .....	59
D. ARBITRATION.....	60
E. CIVIL SERVICE.....	61
F. OTHER REPRESENTATION.....	61
<b>ARTICLE XI – CITY OF JACKSONVILLE CIVIL SERVICE.....</b>	<b>62</b>
A. TOPICS .....	62
B. RULES AND REGULATIONS OF THE CIVIL SERVICE BOARD .....	62
C. GRIEVANCE PROCEDURE .....	62
D. CONTRACT SUPREMACY .....	62
<b>ARTICLE XII – GOVERNANCE AND OVERSIGHT.....</b>	<b>63</b>
A. SHARED GOVERNANCE .....	63
B. CONTRACT WAIVER & OVERSIGHT COMMITTEE .....	64
<b>ARTICLE XIII – AGREEMENT/REOPENERS .....</b>	<b>65</b>
<b>APPENDIX A – GOVERNANCE/SHARED DECISION MAKING.....</b>	<b>66</b>
<b>APPENDIX B – SALARY SCHEDULES .....</b>	<b>68</b>
<b>APPENDIX C – ALTERNATIVE SCHOOL SUYPPLEMENT.....</b>	<b>70</b>
<b>APPENDIX D – CURRENT MEMORANDUMS OF UNDERSTANDING.....</b>	<b>72</b>

**ARTICLE I - GENERAL PURPOSE**

A. **Purpose**

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.

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. This bargaining unit shall include all of those positions listed.

Employee Positions and Paygrade Assignments

**Grade I** School Office Assistant – School Security Guard

**Grade II** Administrative Clerk II - Clerk Typist - Clerk I (Non-Exempt only)  
Human Resources Aide Assistant

**Grade III** PBX Operator - Data Entry Clerk - SIMS/Data Control Clerk Trainee - Human Resources Aide

**Grade IV** Secretary II - Administrative Clerk III - Bookkeeper I - Account Clerk

**Grade V** SIMS/Data Control Clerk - HR/Staffing Assistant - Truancy Officers

**Grade VI** Secretary III (Non-Exempt only)

**Grade VII** Account Technician - Payroll Technician Trainee - Bookkeeper II - Human Resources Technician Assistant - Police Emergency Communications Officer

**Grade VIII** N/A

**Grade IX** Buyer Assistant - Payroll Technician - Bookkeeper III - Human Resources Technician

**Grade X** Bilingual ESOL Translator/Tester School

**Grade XII** ESE Job Coach

**Grade ST** Support Technician

**Grade UI** School Interpreter

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. Severability

It is the express intent of the parties that if any article, section, sub-section, sentence, clause or provision of this Contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the Contract, except in the circumstances of Article I, Section H. 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.

E. Titles

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

F. 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.

G. 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.

H. 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 Employer has amendatory power, the Employer 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.

I. Maintenance of Contractual Standards

Where the Employer 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 Employer 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 Duval County School Board to any other private or public agency or organization are Duval County School Board employees, subject to the rules of the Employer and applicable labor Contracts. Duval County School Board employees are not subject to the rules and policies of any private or public agency or organization. This understanding shall be communicated to all private or public agencies or organizations and be made a part of any agreement entered into between the Employer and any private or public agency or organization.

J. Contract Supremacy

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

K. Post-Ratification Amendment

The Employer 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.

L. Definitions

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



- her/his duties on an itinerant or regular basis.
18. School Board--The Duval County School Board, the duly-elected Board established under the Florida Constitution, Article IX, Section 4, and Florida 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.

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 AND SUPPLEMENTS**

A. Compensation

1. Salary Schedule

Compensation for employees covered by this Agreement shall be paid in accordance with the pay schedules in this Contract.

2. Duval Experience

- a. Duval experience through June 30, 1999 for incumbents must be from the adjusted anniversary date that is contained in the record as of November 2, 1999. For incumbents whose adjusted anniversary date precedes the original hire date, the original hire date will be used.
- b. Effective the 99-00 school year, any Duval experience awarded for the purpose of schedule advancement will be awarded on the basis of paid employment days of one day beyond ½ year of the employee’s work calendar during a fiscal year in the Duval County School System.
- c. Effective 2017-2018 school year, UOPD employees providing verification of active military service (DD 214), shall receive credit on the UOPD Salary Schedule at a rate of one (1) year for each twelve (12) months of continuous military service up to a maximum of two (2) years. Pay shall not be credited prior to the 2017-2018 school year and is creditable beginning the school year in which the verification (DD 214) is received.

B. Rehired - Step Placement

If a former School Board employee is rehired in a position with the same or a lower classification, that employee shall be placed on the step equivalent to the years of experience on the UOPD pay schedule.

C. Pay-Grades

Grade/class assignments for the new salary schedule shall be as indicated on Page 6.

D. Pay-Grade – Promotion

With the exception of Office Assistants, employees promoting to a new pay grade shall be placed on the same step as the previous pay grade, effective September 1, 1989. Effective July 1, 2000, when promoting to a new pay grade, Office Assistants shall be placed on the closest step that is not less than 3% higher than the previous OA pay step.

Effective July 1, 2023, when promoting to a new pay grade, Office Assistants shall be placed on the step that aligns with the employee’s years of experience on the UOPD pay scale.

Effective July 1, 2023, when promoting to a Support Technician position the employee shall be placed on Grade ST, Level 15. If the employee’s current base is higher than this placement, the employee shall be placed on the closest step that is not less than the current base pay, and advanced one step on the Support Technician pay grade.

- E. Pay-Grade Transfer (Paraprofessionals to UOPD)  
Employees of the Paraprofessional Unit transferring to the UOPD unit (other than Office Assistants) 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 base hourly rate in the Paraprofessional Unit. This placement on the salary schedule shall be considered permanent with no end of probation increase. All employees of the Paraprofessional Unit transferring to the UOPD unit must follow all Civil Service guidelines appropriate to their new classification. Any reclassification of a position within the UOPD Unit shall be done only under Civil Service Guidelines (Rule 1.05).
- F. Working Out of Classification  
In any case when an employee is qualified for and is temporarily assigned in writing by the Employer to serve regularly in and accept the full responsibility for work which would normally be performed in a higher class position for three (3) or more workdays of continuous duty, such an employee, if not in the highest step of the employee's pay grade, shall receive a one (1) step increase or the lowest step in the higher classification which will result in an increase, whichever is greater. The additional compensation as provided in this provision shall cover the entire period of assignment in the higher class retroactive to the first day in the assignment.
- G. Extended Day Program  
An Extended Day Program position authorized by the appropriate administrator/supervisor and filled by an employee who is in the same classification as that required by the position shall be paid his/her regular rate of pay.
- H. Athletic Coaching  
Upon obtaining the appropriate certification, and meeting all additional requirements, UOPD personnel shall be eligible for supplemental athletic positions as set forth in the Collective Bargaining Agreement for teachers when a member of the teacher Bargaining Unit cannot be secured to fill the position. UOPD personnel serving as athletic coaches shall be supervised by a member of the school's administrative team or the Athletic Director while serving in such capacity.
- I. ESE Job Coach Supplement  
ESE Job Coaches working in the following self-contained low incidence programs will receive an annual \$1,000 supplement starting July 1, 2019.
- CSS (Autism)
  - Day Treatment (PRIDE)
  - PLA (Participatory Level Assistance)
  - Behavior Support (EBD)
  - ESE Center Schools (Mt. Herman, Palm Avenue, Oak Hill Academy and Alden Road)

Effective July 1, 2023, ESE Job Coaches working in the following self-contained low incidence programs will receive an annual \$1,000 supplement.

- CSS (Autism)
- Day Treatment (PRIDE)
- PLA (Participatory Level Assistance)
- Behavior Support (EBD)
- ESE Center Schools
- SLA (Supportive Level Assistance)

J. Police Emergency Communication Officers

- a. Employees assigned to the Communication Center of the Department shall be compensated a shift differential of 3% for shifts that start after 1:00 p.m.
- b. Employees assigned to the Communication Center of the Department shall be compensated a shift differential of 5% for shifts that start after 10:00 p.m.

K. Service Raise

1. An employee shall receive an increase in salary of three hundred dollars (\$300) per year for each five (5)-years of continued service with Duval County Schools for service earned prior to 2014-2015. The service raise for service earned 2014-2015 and thereafter shall increase to \$400 a year. This increase will begin on the employee's anniversary date and shall be in addition to any general or specific raises which may be granted. Beginning in the 2020-2021 school year the service raise will increase to \$500. Beginning in the 2023-2024 school year and continuing thereafter, the service raise will increase from \$500 to \$600 per every five years of continuous service initiated on the employee's anniversary date.

2. Job Coaches

- a. Job Coaches will move from EA to UA schedule effective July 1, 2019.
- b. Service raises increase from \$300 to \$400 after five years of continuous service with DCSB effective July 1, 2019.
- c. Beginning in the 2020-2021 school year and continuing thereafter, the service raise will increase to \$500 per every five years of continuous service initiated on the employee's anniversary date.

L. Substitutes' Pay

Employees assigned to arrange for substitutes will perform the work as part of the regular workday or be paid for all such hours worked at the employee's regular rate of pay.

M. Placement on the Teachers' Salary Schedule

1. School Board full-time clerical experience shall be allowed for placement on the teachers' salary schedule at a rate of one (1) year for each full school year of service (10, 11, or 12 months) including time as a probationary employee, up to a maximum of six (6) years. Use of this experience is limited to step placement. Use of clerical experience for salary credit by occupational specialists is not limited to this provision, but subject to provisions of the School Board Salary Schedule Handbook.

2. Members of this unit transferring to the Paraprofessional unit will be placed at the appropriate classification and column, provided that such placement is on the pay step equal to, or greater than, their present base hourly rate in this unit, excluding Level 95. This placement on the salary schedule shall be considered permanent with no end of probation increase. All members of this unit transferring to the Paraprofessional unit must follow and must qualify in accordance with all contractual and policy guidelines appropriate to their new classification.

N. Leave Transfer

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

O. Optional Pay Plan

1. Employees wishing to select the Optional Pay Plan must forward a signed request to Human Resource Services prior to the first scheduled pay date of each school year. Those employees who previously elected the Optional Pay Plan will remain on it unless specifically canceled in writing before the first scheduled pay date of each school year.
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).

P. Paychecks

1. Electronic Funds Transfer (Direct Deposit) is required for all employees.
2. Any paychecks that are required to be mailed will be sent to the address on file in Employee Self Service Portal (ESS). The employee can update their address through the ESS Portal.

Q. Time Connection

Employees who retire or resign and are subsequently rehired shall serve a probationary period of six months in the new position, after which the employee may apply to Human Resources for "time connection." Approved time connections shall be treated as continuous and creditable service for longevity (service raises) and leave accrual purposes, but not for seniority.

R. Pay Calendar

The Employer and DTU shall meet as soon as reasonably possible prior to the start of the new school year for the purpose of negotiating a pay calendar. The new pay calendar shall be attached to this Agreement as an Addendum and posted to the District's

SharePoint site.

S. Office Paraprofessional Conversion to UOPD

1. Effective March 1, 2000, Office Paraprofessionals (Position codes A630, A610, and A730) with the exception of Security Paraprofessionals will be moved from the Paraprofessional bargaining unit into the UOPD bargaining unit as “Office Assistants” and will become permanent civil service employees and will be entitled to all rights afforded to civil service employees except as herein provided and except for those terms and conditions provided by the collective bargaining agreement.
2. Effective March 1, 2000, Instructional Paraprofessionals assigned to Student Services (Position code A611) or Media (Position code A620) will be moved from the Paraprofessional bargaining unit into the UOPD bargaining unit as “Office Assistants” and will become permanent civil service employees and will be entitled to all rights afforded to civil service employees except as herein provided and except for those terms and conditions provided by the collective bargaining agreement.
3. A new salary grade will be established on the UA schedule to include the current range of employee salaries (pay grade UA00). Employee’s salary will be established on the new schedule at the step closest to but not less than their current rate of pay without longevity.
4. Time served as a Paraprofessional will count for seniority, for service as Office Assistant only, for the provisions of this contract. Upon promotion to School Clerk I, time served as Office Assistant will not count for retention purposes.
5. Upon implementation of these provisions, these employees will be entitled to the service raise and leave accrual provisions, if any, of this contract for time served as a paraprofessional for up to ten (10) years.
6. Progression on this salary schedule will be based upon negotiations. However, it is the intent to advance the salary schedule for this group annually so that at some point in the future, this schedule will be at the same level as grade UA01. When that occurs, we will change the pay grade to UA01.
  - a. Effective the 2006-07 school year, all employees on the UA salary schedule Group “00” steps 1-13 will move two (2) steps. Employees on steps 14-32 will move one (1) step. Also, effective with 2006-07, steps 1 & 2 will be eliminated from Group “0”.
  - b. Effective the 2007-08 school year, all employees on the UA salary schedule Group “00” steps 1-13 will move two (2) steps. Employees on steps 14-32 will move one (1) step. Also, effective with 2007-08, steps 3 & 4 will be eliminated from Group “0”.

- c. In the future, as funds are available, at least two (2) steps per year will be eliminated and double step movement will take place until the entry rate of Group “00” is equal to or greater than the entry step in Group “01”. At that time, all Group “00” employees will be converted to Group “01”.
  - 7. When an Office Assistant position has been justified to be reclassified to School Clerk I and the incumbent has passed the typing test, s/he will be automatically promoted to School Clerk I.
  - 8. Effective April 1, 2000, Office Assistants who pass a typing test administered under the direction of Human Resource Services will be identified by position code. This group of employees will become a pool from which School Clerk I’s will be drawn.
  - 9. Effective April 1, 2000, when a School Clerk I vacancy occurs, the applicable Principal/Administrator will conduct interviews from among Office Assistant that have passed the typing test. The Principal/Administrator can interview as many or as few individuals as he or she deems necessary and will make a selection from those interviewed. The selected employee will be automatically promoted to School Clerk I.
  - 10. Employees have the right to remain as Office Assistant (They do not have to take the typing examination; and if they take the typing examination and fail it, they can remain as Office Assistants). As vacancies occur in the class of Office Assistant, positions will be reviewed to determine the appropriate classification needed and reclassified if applicable.
  - 11. Office Assistant vacancies shall be filled by non-competitive appointment procedures.
- T. Background Checks  
Pursuant to Florida Statute 1012.32, any person seeking employment with DCSB is required to be fingerprinted before employment. For the term of the current Agreement, the District shall pay for re-fingerprinting and maintenance fees.
- U. Work on Emergency Days  
When schools are closed due to emergency conditions, 12-month employees may be expected to report to work on non-hazardous dates while the district is preparing to open and close shelters. On hazardous dates where conditions are unsafe for employees to travel, the Superintendent will consider remote work where possible.

## 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 August 31.
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 have coverage extended to the end of the month following 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 School Board. State- licensed Birthing Centers and Primary Care Centers shall be included in the qualified facilities.
7. The DCSB Employee Services/Risk Management Office will be the administrator for the “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, AFSCME Florida Council 79 affiliated with American Federation of State, County, and Municipal Employees (AFL-CIO), Jacksonville Supervisors Association, Northeast Florida Public Employees, Local 630, LIUNA, AFL-CIO, LIUNA (Health Services), the Fraternal Order of Police, Jacksonville Consolidated Lodge No. 5-30, International Brotherhood of Electrical Workers, Local Union 177, and DCSB 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 DCSB 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 DCSB 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 August 31.

An employee on approved leave of absence (without pay) shall have the basic coverage extended to the end of the month following 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.

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. 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. 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 DTU, 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 to the sick leave pool shall contribute one (1) day of earned sick leave during each enrollment period. 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 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 below 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. 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 rate authorized by the Employer 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 at the maximum amount per mile based on the IRS mileage rate regulation guidelines each year.

F. School-Sponsored Events

1. Each employee shall be admitted, without charge, to any school/work location-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/work location-sponsored event in which students of the employee's school participate.

G. PESCO and Financial Institutions Payroll Deductions

Services shall be provided to employees requesting payroll deductions in favor of the Community First Credit Union, PESCO, Jax Federal Credit Union and NTA in accordance with the existing NTA contract. 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.

H. 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/work location property or at a school/work location-approved function. Administration of reimbursement from this fund shall be by DTU. For vehicle vandalism on school/work location property which causes the vehicle to become immobile

(i.e., stolen battery, slashed or stolen tires), or the vehicle is stolen, the fund will reimburse one-half (½) the cost of the damage not paid by the insurance company, in an amount not to exceed two hundred dollars (\$200.00).

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

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.

#### I. Terminal Pay

To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Employer 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. a. For Unused Annual Leave accumulated by persons resigning or retiring before July 1, 2001 – Upon resignation or retirement, employees shall be paid a lump-sum payment for any accrued leave up to a maximum amount of seventy (70) workdays. Under no circumstances shall the combined total of annual leave paid under this section and taken under the provisions of Article VI C (Annual Leave) exceed one hundred (100) workdays in a calendar year.
- b. For Unused Annual Leave accumulated by persons employed prior to July 1, 2001 who resign or retire on or after July 1, 2001 –
  - (1) For persons whose accumulated annual leave is sixty (60) workdays or less as of June 30, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays. Under no circumstances shall the combined total of annual leave paid under this section and taken under the provisions of Article VI C (Annual Leave) exceed (90) workdays in a calendar year.
  - (2) For persons whose accumulated annual leave is more than sixty (60) workdays as of June 30, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays plus any remaining excess over sixty (60) up to seventy (70) workdays on record as of June 30, 2001. Under no circumstances shall the combined total of annual leave paid under this section and taken under the provisions of Article VI

C (Annual Leave) exceed ninety (90) workdays plus the remaining excess in a calendar year.

- c. For Unused Annual Leave accumulated by persons employed on or after July 1, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays. Under no circumstances shall the combined total of annual leave paid under this section and taken under the provisions of Article VI C (Annual Leave) exceed (90) workdays in a calendar year.
  - d. In the event of an employee's death, the beneficiary shall be paid. An employee who is dismissed due to misconduct shall be required to forfeit all accrued leave. Failure of an employee to give two-weeks notice of resignation may result in the forfeiture of the accrued annual leave.
2. Unused Sick Leave-For purposes of calculating payment of unused sick leave, an employee's total years of service with the Employer shall be used.
- a. Employees shall be provided payment for a portion of unused sick leave accumulated beginning July 1, 1982, at termination or retirement or to the beneficiary if service is terminated by death on the following basis:
    - (1) During the first three (3) years of service with the Employer, the daily rate of pay multiplied by thirty-five (35) percent times the number of days of sick leave accumulated after July 1, 1982, only if service terminated by death.
    - (2) During the next three (3) years of service with the Employer, the daily rate of pay multiplied by forty (40) percent times the number of days of sick leave accumulated after July 1, 1982.
    - (3) During the next three (3) years of service with the Employer, the daily rate of pay multiplied by forty-five (45) percent times the number of days of sick leave accumulated after July 1, 1982.
    - (4) During the next three (3) years of service with the Employer, the daily rate of pay multiplied by fifty (50) percent times the number of days of sick leave accumulated after July 1, 1982.
    - (5) During and after the thirteenth (13th) year of service with the Employer, the daily rate of pay multiplied by ninety-four (94) percent of the number of days of sick leave accumulated after July 1, 1982, upon retirement or death.
    - (6) During and after the thirteenth (13th) year of service with the Employer, the daily rate of pay multiplied by eighty (80) percent of the number of days of sick leave accumulated after July 1, 1982, upon termination.

3. Payment

- a. Unit employees will be eligible for participation in the Bencor National Government Employees Retirement Plan (Bencor Special Pay Plan) under terms and conditions provided to other employees working for the Employer.
- b. Payment for the resignation, termination, and retirement benefit will be made within 30 work days of the receipt of the Exit Interview Leave Disposition Form by the Payroll Department.

J. Employee Assistance and Wellness Program

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

K. 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%). Any leave that is donated to a family member or co-worker is considered used leave. 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.

## ARTICLE IV - EMPLOYEE RIGHTS

### A. Non-Discrimination

1. The Employer will not discriminate against any applicant or employee in job assignment and employee/employer relations on the basis of age, sex, marital status, race, creed, color, national origin, disability, or any other protected group as set forth in district policy, or membership or participation in the normal activities of the DTU.
2. There will be no reprisal against any employee for processing a grievance or participating in the grievance process.

### B. Harassment

1. Employees shall be free from unnecessary, spiteful or 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.

### C. Progressive Discipline Policy

1. The appropriate administrator/supervisor shall not reprimand or criticize an employee in the presence of the employee's co-workers, students or in the presence of parents of such students or others not directly concerned. 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. It shall be the objective of those taking disciplinary action, and of the employees, that they handle their roles by conducting themselves through proper and professional decorum to avoid embarrassment.
3. An employee summoned to the office of a principal or appropriate administrator/supervisor, or any district-level administrator for an investigatory conference (initiation of questioning) or meeting which may lead to disciplinary action or discipline shall be advised that they have the right to Union representation or a witness of their choice. The administrator shall refrain from advising employees regarding union participation and necessity of representation for other groups, including but not limited to DCF and Law Enforcement. For matters not related to a safety issue which must be immediately addressed to mitigate further harm, if a union representative is not available for the initial scheduled conference/meeting, the conference/meeting shall be rescheduled within a reasonable time period to a time when union representation is available. The rescheduling shall in no circumstance result in an unreasonable delay. Employees are entitled to a fair and thorough investigation by the district or their administrator prior to

receiving progressive discipline.

4. The employee shall be provided an opportunity to provide mitigation to the employer before a final recommendation is made to the Board for suspension or termination. Both mitigating and aggravating information will be considered for all disciplinary actions and may result in a lesser or more severe discipline recommendation. The employer shall comply with administrative procedures regarding the timeline and protocols for notification of discipline recommendations to the employee or his/her representative or shall result in deferral of the recommended discipline.
5. An employee who intentionally provides false information regarding another employee in the implementation of these procedures shall be subject to discipline.
6. If applicable, a civil service probationary employee may be demoted when, in the opinion of the appropriate administrator/supervisor, and subject to the terms of this agreement, the employee is no longer capable of performing in the current classification.
7. Civil Service employees with permanent status shall not be demoted, suspended without pay, dismissed, or have their compensation reduced as a disciplinary action, except for cause in accordance with Civil Service Rules. An appeal of such action shall be to the Civil Service Board.
8. There must be “just cause” to support disciplinary action at every level.
9. The following progressive steps must be followed in administering discipline, it being understood, however, that some more severe acts of misconduct may warrant circumventing the established procedure. Factors which will be considered in determining what constitutes more severe acts include (but not limited to) the following:
  - a. Potential harm to the physical or mental wellbeing of a student, or students
  - b. Aggressive behavior and/or use of physical force or use of aggressive force that exceeds what is reasonable to protect yourself or others from harm
  - c. Failure to manage student behavior in class or while on campus
  - d. Behavior that impairs the employee’s effectiveness in performing her/his duties, professionalism, and confidence in the eyes of the students and parents/guardians.
10. Upon recommendation of progressive discipline, the investigating administrator or district designee shall inform the employee that the recommended discipline constitutes progressive discipline subject to this agreement and subject to reporting requirements by law (including, if applicable, placement in personnel files and reporting to the Florida Department of Education).
  - a. Step I – Verbal Reprimand
    - The verbal reprimand is documented as employee discipline, however, no written memorandum is placed in personnel file
  - b. Step II – Written Reprimand



- c. Step III – Suspension without Pay
- d. Step IV – Termination

\*For the purpose of this process, a verbal warning is not considered part of the discipline procedure.

The appropriate administrator/supervisor shall promptly provide any written reprimands to the employee. The employee shall have the opportunity to make a written response to the reprimand. A copy of the response shall be provided to the principal or appropriate administrator/supervisor and to the Chief Human Resource Officer.

- 11. For discipline actions related to employee job performance, an administrator must be able to document the pattern of employee behavior that warrants the disciplinary action/recommendation as well as the support provided to mitigate consistent with the district's policies related to employee evaluations. Employee must be provided a reasonable amount of time for retaining (when possible) and assistance through the Growth Plan Process.

D. Personnel Files

- 1. Personnel files of members of the bargaining unit shall be maintained in accordance with Florida Statute. Employees shall have the right to place written materials, such as commendations or summaries of achievements of noteworthy nature, in their personnel files.
- 2. When a request is made for access to an employee's personnel file under the Florida Public Records Law by any individual other than those authorized by Florida Statutes, the employee shall be notified at the employee's work location.
- 3. Except for materials pertaining to work performance or such other matters that result in discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.
- 4. The term "personnel file" as used in this section shall mean all records, information, data, or materials maintained by a public school system, in any form or retrieval system whatsoever, with respect to any of its employees, which is uniquely applicable to that employee, whether maintained in one or more locations.

E. Personal Rights

The Employer shall be concerned with the non-school/work location activities of an employee only when they interfere with the discharge of the employee's duties. The Employer places the question of out-of-school/work location 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.

F. 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.

G. Resignation/Reemployment

1. Submission

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 within six months of the effective date of the resignation. If the resignation is rescinded under the following conditions, the employee shall continue in the position without interruption:

- a. If the resignation is rescinded prior to its acceptance in writing, or
- b. If the resignation is rescinded prior to its effective date and with concurrence of the principal or appropriate administrator/supervisor.

2. Rescinding

An employee who rescinds a resignation under the following conditions shall not continue in the same position but probationary employees may obtain placement on the appropriate open register and permanent employees may obtain placement on the reemployment register:

- a. If the position has been properly filled prior to the effective date of the resignation except where the employee rescinds and the appropriate administrator/supervisor concurs as in "b." above;
- b. If the employee rescinds a resignation after its effective date and the position has already been properly filled.

3. Break-in-Service

If there has been a break-in-service, the employee who is reemployed shall serve a probationary period of six months in the new position after which the employee may apply to Human Resources for "time connection." Approved Time Connection shall be treated as continuous and creditable service for longevity (service raises) and leave accrual purposes but not for seniority.

H. Seniority

1. Where the term "seniority" appears in this Agreement, seniority shall be defined as the length of continuous service, as a Civil Service Employee, computed from the most recent date of employment, in a position now included in the bargaining unit certified by PERC.
2. Seniority shall not accrue during periods of employment in positions outside the bargaining unit; however, where seniority becomes a factor and two or more employees have equal seniority, the employee's total service in the district shall be compared in an effort to break the tie.

3. An approved leave of absence and periods of up to twenty-four months due to layoff shall not constitute a break in service but shall not count as service for seniority purposes.

I. 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.

J. Children of Employees

Employees shall have the option of having their children attend school at their work site or the nearest appropriate school. Dedicated magnet schools shall not be considered the nearest appropriate school, unless the parent is employed at the school.

K. 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.

L. Probationary Period

The probationary period for employees shall be six (6) months unless the position is one that involves an annual cycle of work which must be evaluated. In that case, the probationary period shall be twelve (12) months.

- M. Years of Service Recognition  
UOPD employees will be recognized by the District for years of service.

## ARTICLE V - EMPLOYMENT CONDITIONS

### A. Hours of Work and Overtime

1. The purpose of this article is to define hours of work, but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time.
2. For the purpose of computing the pay of employees, the following standard hours shall govern the workweek, the workday, and normal shift hours.
  - a. For a district-office-based employee, a normal workday is eight hours, exclusive of a one-hour duty-free lunch. A normal workweek shall consist of five consecutive days between Saturday morning at 12:01 a.m. and continuing through Friday midnight.
  - b. For a school-based employee, a normal workday is seven or eight hours, exclusive of a thirty-minute duty-free lunch. A normal workweek shall consist of five consecutive days between Saturday morning at 12:01 a.m. and continuing through Friday midnight.
  - c. 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.
  - d. As scheduled by the principal or appropriate administrator/supervisor, employees are entitled to take two fifteen-minute duty free break periods, one in the morning and one in the afternoon.
  - e. Employees will be paid overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty hours in a workweek. Paid holidays, annual leave, and paid sick leave shall be counted as part of the workweek for purposes of calculating overtime pay. Any overtime earned in a pay period will be paid in that pay period.
  - f. No employee may authorize overtime for himself, but shall be entitled to receive overtime as appropriately authorized by his supervisor.
  - g. School-based ten (10)-month employees may be employed at their regular worksite during such holiday periods upon request and with the approval of the school principal.
  - h. Ten (10)-month employees shall not be required to work holiday periods unless the employee works a nontraditional schedule or a critical need exists as determined by the Employer.
  - i. Except in the case of a temporary emergency, if an individual employee's regularly scheduled work hours must be changed, the employer shall discuss the change with the employee and attempt to reach an agreement which is mutually agreeable to both. If an agreement cannot be reached, the final decision shall be the Employer's so long as the decision is not unreasonable, arbitrary or capricious. Reasons for such decision will be reduced to writing and provided to the Employee, if requested by the Employee within ten

- (10) days of the schedule change.
- j. Once an employee position has been budgeted through a budget cycle with specifications for the length of the work year and workday, the supervisor may not arbitrarily modify the work year or day. Justification for any such change will be provided on a budget transfer form and/or Personnel Change Form.
  - k. Employees are expected to arrive at work on time. When unforeseen or emergency situations (rare extreme traffic delays/accidents, home emergencies, etc.) prevent on time arrival before the student day, employees are to call in to notify and explain to the appropriate principal/supervisor/designee that they will be late. Routine and frequent tardies will lead to the docking of pay, use of sick leave, or the initiation of the disciplinary process.
  - l. No Job Coach shall be required to work outside of their normal work hours.
  - m. Police Emergency Communication Officers will be compensated double time for all hours worked in excess of sixteen (16) hours in a twenty-four (24) hour period.
  - n. Police Emergency Communication Officers required to work when offices are closed by the Superintendent for a Declared Emergency, will be compensated at two times (2) their regular rate for all hours worked. When employees receive this rate, they shall not be entitled to overtime, callback pay or any other compensation for these hours.

B. Holidays

- 1. Employees shall observe those holidays established by the Employer, which fall within their work year, as follows:
  - Independence Day
  - Labor Day
  - Veterans Day
  - Thanksgiving Day and the Day After
  - Winter Holidays (Two Days)
  - New Year's Day
  - Martin Luther King, Jr.'s Birthday
  - Spring Holiday
  - Memorial Day

During the 2023-2024 school calendar year, Juneteenth will be a paid non-workday (for those scheduled to work that day). This does not include extended contract work, summer school, or any other additional work outside the approved work calendar.

- 2. Employees who work twelve (12) months (at least 260 days) shall be granted four (4) additional holidays between Christmas and New Year's. These days shall not be counted against the employee's accrued leave, nor shall they be cumulative if for any reason they are not used by an employee. In addition, they shall be granted five (5) additional holiday days, which shall coincide with the student Spring Break. The days shall not be counted against the employee's accrued leave, nor shall they be cumulative if for any reason they are not used by the employee.

3. Police Communication Officers required to work during the four paid no-work days between Christmas and New Year's Day, will be compensated overtime or callback as per the contract language. In addition, if required to work the five no-work days that coincide with student Spring Break, will be compensated overtime or callback as per the contract language.
4. Whenever an observed holiday shall occur on an employee's scheduled day off, the Employer may select to schedule the employee to take a day off at another date mutually agreed to or to compensate the employee at the straight time rate in order to equalize the observed legal holidays.
5. Any employee who shall be required to perform work or to render services on one of the holidays listed above shall be compensated at double the employee's regular straight time hourly rate for any hours worked.
6. A permanent or probationary employee covered by this Contract shall receive payment for those paid holidays listed above unless:
  - a. The employee has an unexcused or unpaid absence on the last regular workday preceding such holiday and on the regular workday following such holiday; or
  - b. The employee fails to report for work without justifiable reason for such absence after having been scheduled to work on such holiday.
7. Whenever any of the holidays established by this Contract falls on a Sunday, the following Monday shall be observed as the official holiday. Whenever any holiday shall occur on Saturday, the preceding Friday shall be observed as the official holiday.

C. Holidays/Calendar

A calendar shall be negotiated by the parties.

D. Summer-School Assignment

1. Applications for summer-school assignments shall be submitted to the Director of Staffing no later than the date established by Human Resources. The applicant must have worked in the same or similar assignment during the preceding regular school year, and hold the appropriate Civil Service classification.
2. Priority for summer-school assignments shall be given to the incumbent employee who performed the assignment during the regular school year.
3. Should the incumbent employee be unavailable for summer-school assignment, applicants who meet special needs of the school will be given priority.

4. Employees who worked the previous summer will be given consideration after all other applicants.
5. If more than one applicant meets the requirements for priority set forth above, then seniority will be the determining factor.
6. Employees may also apply for and receive consideration for other summer employment.
7. No leave without pay shall be taken by the employee during the summer school assignment.

E. Employee Evaluation

The parties agree that all employees are entitled to a fair, equitable, and impartial evaluation. The purpose of the evaluation is to assure superior employee productivity, but not to be utilized in a retaliatory manner or as a reprisal against an employee.

1. A copy of the employee's official evaluation, as intended to be placed in the personnel file, shall be provided to each employee at the time the employee's signature is affixed no later than April 15 of each year. A conference to discuss the specific areas in need of improvement shall be conducted. Any employee may file a written objection to an evaluation given by their appropriate administrator/supervisor. Such written objection shall be made a part of the official personnel file.
2. Evaluation Procedures:  
Evaluation procedures are in place for UOPD personnel. Before an employee can be given an unsatisfactory performance rating, the following evaluation procedures must be followed.
  - a. During the first month of the evaluation period, an individual employee orientation will be held for UOPD personnel who will be evaluated by the Employee Performance Evaluation Instrument. An explanation will be provided of the evaluation procedures and forms as required. At this time, job factors will be reviewed and mutually agreed upon.
  - b. Prior to an unsatisfactory rating being given, the appropriate administrator/supervisor must have made written documented observations of the employee's unsatisfactory performance.
  - c. The purpose of the documented unsatisfactory performance shall be to provide remediation to the employee.
  - d. By January 31, the administrator/supervisor must notify in writing and conference with any employee who may potentially receive an unsatisfactory evaluation. At the time of the conference, a Growth Plan will be developed. The employee will have an opportunity to provide input into the Growth Plan. A copy of the Growth Plan will be provided to the employee.



- e. The Growth Plan will be implemented within 10 workdays of the receipt of the letter and monitored while in effect. The employee will be provided feedback from the administrator/supervisor regarding progress.
  - f. The nature of the specific area of deficiency/performance and remediation shall be communicated to the employee throughout the school year in a clear, concise, and consistent manner, and prior to an unsatisfactory deficiency/performance assessment/rating being given.
  - g. If an unsatisfactory evaluation is received, the employee shall receive a revised Performance Improvement Plan in writing, to be developed within five (5) days after receiving an unsatisfactory deficiency/performance assessment/rating.
  - h. Upon request of the employee, the appropriate administrator/supervisor shall provide the employee copies of all documented observations.
  - i. The employee shall have the right to grieve an unsatisfactory deficiency/performance rating when the employee believes that any of the sections or provisions of this Contract have been violated.
3. Each employee shall be evaluated by the school principal or appropriate administrator(s) with input from supervisors, as appropriate. Within one (1) month of each employee's work calendar, the employee's supervisor will meet with the employee to review job factors.
  4. All annual performance evaluations must be received by Human Resources Services by April 15. In all cases, if any evaluation is not completed and received in Human Resources by the established deadlines, the employee performance and evaluation are considered satisfactory. The employee will be provided with a link to his/her individualized evaluation instrument.

F. Voluntary Transfer Requests

Employees desiring to voluntarily transfer to another school or department, including transfers when there is a staffing for a new facility or when the major role of a facility is altered, shall submit a district transfer request form to Human Resources. These requests shall be given first priority over all other applicants for the position.

1. Applications will include a request for up to five (5) work sites in order of preference or a selection of one of the geographic regions.
2. When more than one employee has on file a current transfer request for the same position, the position may be filled after interviews from among the qualified applicants. All employees who are interviewed shall be notified of the selection decision. In the event that the appropriate administrator/supervisor rejects all applicants interviewed, the appropriate administrator/supervisor shall submit reasons in writing to Human Resources, prior to being offered alternative sources of applicants. In any event, all voluntary transfers shall be subject to the approval of the Superintendent or

designee. Once approved, the employee will not be arbitrarily or capriciously denied the ability to transfer within three weeks.

3. An employee who has been denied an interview under this transfer procedure may appeal to the Director of Staffing and then to the Chief Human Resources Officer for review of the transfer request. This appeal does not limit the employee's rights under the grievance procedure.
4. All applicants who have listed a particular school, department or geographic region on their transfer request form shall be considered, the employee's preference of the request (1 –5) notwithstanding.
5. Employees may amend their original transfer request by contacting the Division of Human Resource Services.
6. Requests for voluntary transfer to available vacancies shall remain active for one year from the date of receipt by the Human Resources.

G. Initial Employment Rights

Upon initial employment, employees shall be provided a copy of current evaluation forms and procedures along with the current Civil Service job specification.

H. Orientation

Employees in the bargaining unit assigned to a new position shall receive immediate orientation to the position and training by the appropriate on-site supervisor. Employees being moved to a new job site in the same position, promoted, or demoted to a new job classification they have not previously held will have one to two days to shadow or train before they start the work in the new position.

I. In-Service

1. Professional education in-service training will be provided by the combined efforts of the Employer and/or the City of Jacksonville Training and Staff Development Department. Professional Development for job-related responsibilities for the employee will be offered on a regular basis and any request to attend shall not be arbitrarily or capriciously denied. UOPD shall have input into the planning, instruction, and implementation of in-service. Such training shall include topics such as: job responsibilities, evaluation procedures, worksite and district policies, district and worksite required forms and reports, use of computers, use of computer software and upgrades, use of communications systems, and other appropriate topics. UOPD employees will have access to FOCUS to write behavior referrals and they will be properly trained in FOCUS and the Student Code of Conduct.
2. Training/in-service opportunities shall be posted in an area easily accessible to all employees.

3. When early release days are provided in the calendar, principals and/or supervisory administrators shall provide for or allow participation in appropriate in-service for ESE Job Coaches.
4. All employer required in-service shall be provided during the employee's workday.
5. Tuition Reimbursement Program: One-half (½) of tuition and book costs paid by the Employee for college credit courses shall be reimbursed to the employee under the following conditions:
  - a. 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.
  - b. The employee shall successfully complete the course by earning credit hours and a grade of "C" or better.
  - c. The employee shall submit official receipts and transcripts upon successful completion of the course.
  - d. The total amount of reimbursement to these Employees, and the Paraprofessionals, 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 redistributed to either group.
  - e. 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
  - f. 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.
6. Employees enrolled in an approved college course of study that is beneficial to the district may, if approved by their principal/supervisor, be provided flexible work schedules to facilitate professional development opportunities when required classes are available only during the regular workday. This flexible work schedule may not negatively affect the worksite.

J. 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/supervisor.

Each employee shall be furnished a safe place of employment as defined in the laws of Florida and the United States and the Florida Worker's Compensation Act, Florida Statute 442.007, which states:

"Every employer, as defined in F.S. 440.02, shall furnish employment that is safe for the 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 lives, 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 lives, health, and safety of employees, 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/work site 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/work site by students.
5. In cases of assault on any employee during a work-related incident, the Employer will assist the employee in securing applicable benefits and rights.
6. In the event an employee is involved in an accident or injury, an accident report will be completed within twenty-four (24) hours and distributed as prescribed by Administrative Directives.
7. 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.

K. Tobacco Free Schools/Work Locations

In order to safeguard the health and safety of employees and students, the use of tobacco products at any school/work location 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, nicotine

dispensing device or electronic nicotine delivery system (ENDS) such as electronic cigarettes, vape pens, hookah pens, 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.

L. Salespersons

1. In no event are salespersons to disturb employees while at a school/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.

M. Surplus

1. For the purpose of this Contract, the term "surplus" does not necessarily mean layoff. A surplus is equivalent to an involuntary transfer, if sufficient vacancies exist. Otherwise, the layoff procedures as provided in the Civil Service Rules will apply.
2. If a reduction in the number of employee positions becomes necessary within each school/work location due to budgetary reasons, the criteria for identifying surplus employees shall be job classification and district seniority. Responsibility centers as used in this paragraph refers to a cost center such as school or a district office department.
3. Employees on approved leaves of absence will be considered with active employees when necessary to surplus employees.
4. Employees surplusd in accordance with this section shall be considered for reassignment prior to new employees being hired and together with transfer requests for similar positions. Nothing in this section shall prevent any employee in a school/work location identified as having to lose employees by surplus from consideration to be declared surplus, except an employee who is involved in written disciplinary procedures.
5. Involuntary transfer notices will be sent to each surplusd employee prior to the transfer date. Such notices will include the job title, cost center, length of day, length of contract year, and hourly salary rate for both the current and new positions. Every effort shall be made to reassign surplus UOPD employees, at their option, to their original work site, if a position for which they are eligible becomes vacant or is reinstated during the fall budget cycle (by October 1).
6. Any decision made regarding Administrative Redirection which impacts the

wages, hours or terms and conditions of employment of this unit shall be negotiated prior to implementation.

N. Promotion

1. For the purpose of implementing promotions in the schools/work locations of Duval County, promotional opportunities shall be filled from a system-wide promotional register maintained by Classified Personnel for this purpose. Individual schools/work locations shall not maintain separate promotional registers.
2. In the event that there are more vacancies than there are candidates on the promotional register, those candidates will fill the vacancies according to Civil Service Rules and past practice except in accordance with the provisions of sub paragraph 4 below.
3. If a candidate declines two (2) promotional positions, the candidate's name shall be dropped from the list within ten (10) days.
4. An employee with permanent status in his/her current position and who has at least one-year satisfactory service in a full-time position with the District at the time of accepting a position in a higher pay grade from an Internal Priority II or Open Eligibility list, may revert to a position in his/her previous class or comparable class as if she/he had never left. If, at the time of reversion, a vacant position in the employee's previous class or comparable class does not exist, the employee shall be placed in a surplus pool at the appropriate lower pay of the original class until such time as a vacancy does exist but not for a period time greater than six months. At that time, the employee may be placed in any available unit position for which qualified at the designated position salary, during which time, but not for longer than six months, an appropriate placement will be sought.
5.
  - a. Once the eligibility for employees to take a promotional exam has been verified by Human Resources, the employee may only be denied the right to take the exam for the reasons noted in Civil Service Rules.
  - b. At the time promotional exams are given, the examiner will provide a listing of any current vacancies on that date relevant to the examination being given.
  - c. The examination application shall contain language that notifies an applicant of his/her rights following a denial by the appropriate administrator. The language shall be mutually agreed upon by the parties.

O. Substitution

1. Employees assigned to school sites shall not be assigned to instructional responsibilities in the absence of a teacher.
2. Employees shall not be regularly assigned to teacher supervisory duties of hall,

- bus, cafeteria, restroom, door, or playground duty.
3. Job Coaches may be required to support students in a cooperative education program when engaged in activities.

P. Video Display Terminal

1. "Notification of promotional examination" and applications for employment printed subsequent to this Contract shall include appropriate notice that the position may require the use of equipment with video display terminals.
2. Employees who are pregnant and under a doctor's supervision may request temporary reassignment from VDT equipment at no loss of pay, status, or benefits for the duration of the pregnancy if alternate work within the school/work location for which the employee is qualified is available. Such alternate work may involve roving or substituting assignments. Temporary assignments under this section shall not result in increased cost to the District, unless otherwise provided by Civil Service Rules.
3. Employees who spend a majority of the workday working with a VDT shall be permitted to perform other job-related duties (e.g., answer telephones, file, etc.).
4. A joint commission shall be established and composed of equal representatives of the Employer and DTU/UOPD. The Commission shall determine the feasibility of an explore the options for implementing a comprehensive study of the work stations and job safety of Employees working on VDT's, and such other matters that relate to the use and operation of VDT's by Employees in the bargaining unit. The Commission shall review the possibility and cost of obtaining experts in the area of Computer Ergonomics. The first meeting of this Commission will be within sixty days of the date of this Agreement. After the initial meeting, the Commission shall submit a schedule of meetings to the Superintendent and the President of DTU. The Commission shall make periodic reports and recommendations to the Superintendent and the President of DTU.

Q. Posting

The following shall be posted in a timely manner via the districts applicant system, professional development portal, bulletin boards at each schools/work locations and on each floor of each administrative building:

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

At such time as is feasible, all vacancies shall be posted in a timely manner and available to all work sites on electronic bulletin boards or by other technological means.

R. Task Force and Annual Review

The parties agree that the current model for expanded joint decision-making must be continued in order to accommodate the every-increasing range of education topics requiring joint deliberations and the development of joint recommendations.

A joint Reclassification Task Force shall be established and composed of representatives of DCSB and DTU/UOPD. Composition shall be ten (10) members, five (5) will be appointed by DTU/UOPD and the remainder will be named by the Superintendent. The Task Force shall direct its attention to the total area of job classifications, reclassification, job descriptions, pay grade assignments and adjustment(s), and such other matters that relate to the classification system for the employees in this bargaining unit. The Task Force shall not be restricted in establishing an as-needed basis for proceeding to complete its task of a job study and review of positions or in obtaining experts in the area of reclassification.

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

S. School Calendars

1. School calendars negotiated each year 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.

2. Interpreter Calendar

The work calendar of a ten (10) month interpreter shall be the maximum number of compensated days between the first day students report to school and the last day students report to school to include the 180 days students are in attendance, two (2) planning days, plus all holidays compensated other civil service employees working during the same period.



T. Four-Day Week/Flexible Work Schedules

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

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 every-increasing range of educational topics requiring joint deliberations and the development of joint recommendations. It is understood that significant and ongoing training of both parties' representatives will be required.

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. Child Care Programs

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

W. Drug and Alcohol Abuse Policy and Procedures

The general intent of this provision is to assist the employer in determining if the employee is using alcohol or drugs or are under the influence of alcohol or drugs during the workday. The district shall not discriminate; discipline or discharge an employee solely upon the employee's voluntarily seeking of treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. This shall not prohibit the employer from taking appropriate disciplinary action, as set forth below, for work-related allegations of impairment.

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" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience.

- (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestations of being under the influence of a drug.
  - (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
  - (3) A report of drug use, provided by a reliable and credible source.
  - (4) Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
  - (5) Information that an employee has caused, contributed to, or been involved in an accident while at work.
  - (6) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.
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.
  - d. The employer shall promptly detail in writing the circumstances, which formed the basis of the determination that reasonable suspicion existed to warrant the testing and shall provide it to appropriate district staff. This writing shall be a part of any investigation involving the employer and shall be released upon completion of the investigation where allowable by law.
3. Testing Procedures and Results  
Not later than five (5) working days after receipt of a positive confirmation test, the employer shall provide such result to the employee.

4. Disciplinary Action

The following steps will be implemented for employees who test positive for alcohol/drug impairment at work or who refuse a directive to be tested upon reasonable suspicion:

- 1<sup>st</sup> Offense – 10 Day Suspension and mandatory referral to EAP for treatment. Employee cannot return to work until they have completed an approved treatment plan and submitted evidence of treatment. If the treatment plan extends beyond the 10-day suspension the Employee may use available sick leave, or other allowable leave or his/her attendance shall be recorded as Approved LWOP.
- 2<sup>nd</sup> Offense – Termination  
For all offenses, the employee shall be provided an opportunity to provide mitigation to the employer before a final recommendation is made to the Board for suspension or termination. Where appropriate, mitigation may include the proximity of time between incidents. Both mitigating and aggravating information will be considered and may result in a lessor or more severe discipline recommendation. The employer shall comply with administrative recommendations to the employee or his/her representative.

Discipline action shall be taken if false information is intentionally provided regarding an employee in the implementation of these procedures.

5. Recommendation for Suspension Without Pay

The parties agree that providing available employee assistance to the employee who is subject to discipline according to this provision is a priority. As such, the following conditions shall apply:

- A mandatory employee referral to EAP shall be made at the time DCSB receives a confirmed positive test result of the employee's impaired status for alcohol or drug.
- Impairment at work, as set forth in Article V, Section W, shall be considered misconduct for the purposes of discipline. To allow for the employee to receive support/treatment through EAP as determined to be medically necessary by treating professionals, any recommended suspension by the Superintendent shall occur immediately upon the superintendent's receipt, review and consideration of any mitigation, or notification by the employee or their representative that no submission is forthcoming, to allow the employee's EAP referral to run concurrent with the period of suspension. Upon notification of the employee of a confirmed positive test, the employee or their representative has five days to provide mitigation to the Superintendent or their designee. Additional time may be granted based on consent by both parties.
- After a thorough examination of all materials relevant to the

employee and situation, the Superintendent will make a discipline recommendation for immediate implementation. This recommendation shall be presented at the next regularly scheduled School Board meeting.

- The School Board shall determine upon the evidence submitted whether the charges have been sustained and determine either to affirm the suspension by the Superintendent or to adjust the suspension or dismiss the charges by a majority vote.
- If the charges are not sustained, the employee shall be entitled to back wages and benefits as applicable.
- If the charges are sustained, the employee shall retain his/her right to appeal pursuant to section 120.68 Florida Statutes.
- Recommendations for Terminations shall follow the procedures set forth in Article V, of the UOPD Agreement.

6. Cost

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

7. Investigations conducted pursuant to this section shall be done so in accordance with the protections and rights set forth in this agreement and shall include confidentiality and exemption from public records laws pending the conclusion of the preliminary investigation.

X. Emergency Work Schedules

The principal/supervisor is responsible for establishing and implementing a plan for contacting employees during a declared emergency. The parties agree to work collaboratively to address concerns regarding employees who feel they were negatively impacted.

Y. Dress Code

It is each employee's professional obligation and responsibility to dress in a manner that:

1. Reflects their position as a positive and respectable role model for children by meeting the general code of appearance for students, except that expectations for teacher appearance shall be negotiated when the general code of appearance for students is changed.
2. Is practical for performing work duties and responsibilities; and includes clothes selected with safety in mind relative to the employee's work assignment and duties.
3. Employees will not be required to wear or purchase uniforms.

Z. Workspace

Job Coaches will be provided a work space and access to the necessary technology (computer, telephone, etc.) to complete work-related paperwork.

## ARTICLE VI – LEAVES

### A. General Provisions

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

1. An employee on approved extended sick leave, illness/injury-in-the-line-of-duty leave, or personal health leave (for the first 90 days) who has been cleared to return to work by the employee's physician shall be entitled to return to pay status.
2. An employee wishing to return from an approved extended leave, other than sick, illness/injury-in-line-of-duty, or personal health leave, shall file a request for reassignment to the Director of Classified Personnel at least thirty (30) days prior to the intended date of return.
3. The Employer shall have the right to cancel any leave of absence which is used for purposes other than for which it was granted.
4. Employees going on Leave-Without-Pay before completing their contract year will have their anniversary date adjusted only for those days up to the last contract day.

### B. Sick Leave/Bereavement Leave

#### 1. Application

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, niece, nephew, grandparent of employee's spouse, 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:

#### 2. Accrual and Use Rate and Increment

- a. 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.

- b. 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 J 2 (Terminal Pay (sick leave)).
- c. 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 at the end of the month. Any portion of leave days accumulated may be taken and charged in increments of not less than thirty (30) minutes provided, that the leave may be taken only in one-half (½) day increments if any portion of the requested leave will be during student contact.

3. Employee's Responsibilities Information

All employees covered by this Contract shall be required to furnish to the Employer such information as may be requested for the proper administration of this section. For an absence of six (6) or more consecutive days to be charged against sick leave, a certificate from a medical doctor will be required prior to the issuing of the employee's next payroll payment. When the employee requests to return to work, the doctor's certificate shall contain information on whether the employee can return to work without medical limitations with regard to the employee's performance of the duties normally associated with the job classification.

4. Bereavement Leave

Effective upon Board approval, employees will be granted two (2) days of paid bereavement leave each year due to a death of a relative. This bereavement leave is of special nature and may not be deferred, accumulated or converted to any other purpose and will not be deducted from earned sick leave. It is not charged against any other leave account. The employee will not be paid for days not scheduled to work. Taking this leave is not contingent upon expending all other types of leave. A published obituary or funeral program, or link thereto will be required for documentation. The term "relative," for purposes of this paragraph, is defined as father, mother, brother, sister, husband, wife, child, grandmother, grandfather, grandson, granddaughter, or other close relative or member of his/her own household.

**In addition,** up to six (6) days of sick leave may be taken at the time of the death of a member of the employee's immediate family. If unusual circumstances exist,

with a letter of justification, additional sick leave may be granted by the School Board.

5. Annual Payment of Accumulated Sick Leave

Beginning July 1, 1982, any employees covered by this Contract with three (3) or more years of service 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 (50%) percent. Any Leave that is donated to a family member or co-worker is considered used leave. 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.

6. Employee's Responsibility-Notification

All employees covered by this Contract will notify their appropriate supervisor, reasonably in advance of their scheduled reporting time on the first day of their intended absence due to illness. Such notification will also include anticipated length of absence if known. Employees shall be advised at each school/work location of the procedures for taking leave and reporting absences. Such procedures shall be provided in writing upon request. An employee who is absent without notice for three (3) consecutive workdays may be deemed to have abandoned the position and resigned. Extenuating circumstances to the above shall be given due consideration.

7. Employee's Sick Leave Responsibility-Notification

Absences should be entered in ESS (Employee Self Service) by the employee immediately following their return to work. If proper leave forms are not submitted within three working days after returning from an absence, a leave without pay will be charged to the employee. The employee is permitted to submit a one-time reversal request when a LWOP has been entered due to the employee failing to submit the required leave request.

8. Failure to Comply

Should an employee covered by this Contract be absent due to illness and fail to comply with the required sick leave procedures, such absence shall be considered an absence without leave for purposes of disciplinary action and may not be charged against sick leave.

C. Annual Leave

1. All twelve month employees covered by this Contract shall accrue annual leave per the following schedule:

<u>Years of Continuous Service</u>	<u>Time Per Year Workdays*</u>
0 mths. - 4 yrs.	10
4 yrs. - 9 yrs.	12



9 yrs. - 14 yrs.	18
14 yrs. - 19 yrs.	20
19 yrs. - or more	24

\* Based on a twelve-month employment year.

2. Annual leave days shall accrue biweekly (accrued over two pay periods per month) to the credit of the employee at the rate stated above for any month in which the employee works a minimum of five (5) workdays in the month. This factor is for employees being paid for eighty (80) hours. For employees being paid less than eighty (80) hours, the biweekly factor must be calculated by multiplying the hourly accrual rate times the number of hours for which the employee is being paid. As defined in this Contract, annual leave, sick leave, jury duty, annual military training leave, and leave while on the active payroll due to illness/injury-in-the-line-of-duty shall be construed as time worked. Annual leave shall be earned during the first year of employment. Employees may take any of their accrued annual leave during their initial six (6)-months probationary period. The rate of accrual shall change to the higher rate at the start of the first pay period of the month in which the employment anniversary occurs.
  
3. Annual leave shall be arranged by mutual agreement of the employee and the Employer. Annual leave must be scheduled consistent with the operational requirements of the Employer. In the event two or more employees request annual leave for the same period, the employee with the greatest district wide seniority shall be given scheduling preference. This seniority preference will only apply to the first annual leave period selected each year. Annual leave periods may be changed by mutual consent between the employee and the Employer. Notwithstanding any of the foregoing, the Employer shall have the right to alter annual leave schedules in an emergency as determined by the Employer. Requests for annual leave shall be responded to in a timely manner. Annual leave will not be arbitrarily or capriciously denied.
  
4. Any portion of annual leave which has accrued to the credit of the employee may be taken in increments of not less than one-half (1/2) hour provided no annual leave exceeds thirty (30) workdays per calendar year, except as provided in the section on Terminal Pay in the article on Benefits (Article III J). The limitation of thirty (30) days herein imposed on the taking of annual leave does not apply if the leave is taken immediately preceding or following approved leaves of absence without pay or if the annual leave is to be used for education purposes, or for continuation of salary following an illness/injury-in-the-line-of-duty after the exhaustion of other benefits, if any.
  
5. Past practice notwithstanding, absence on the account of sickness, injury, or disability in excess of that authorized for such purposes may, at the request of the employee and only upon written approval of the principal or designated supervisor, be charged against any accrued vacation leave allowance, shall not be unreasonably denied, and is not subject to the time limitations as outlined in this Article.

6. Should a legal holiday fall within an employee's scheduled annual leave period, the employee shall be paid for the holiday and shall not have the holiday charged against accrued annual leave. No employee covered by this Contract shall be required to take annual leave on a duty day established by the Employer.
7. An employee may apply for annual leave for absences due to periods of military leave in excess of the 240 hours of paid military leave.
8. It is the policy of the Employer to encourage employees to use annual leave in the year in which it is earned. However, accumulated annual leave may be taken during the employee's final days or weeks of employment prior to separation, or the employee may be paid a lump-sum payment at separation (See "Terminal Pay" in ARTICLE III - Benefits).
9. Twelve-month employees who are required to take leave because of the closing of a school/work location for school holiday periods may elect to use paid annual or unpaid leave days. Employees shall not be required to use available annual leave. In the event that there are no administrative staff present at the school and the employee does not wish to take annual or unpaid leave, the employee may remain at the worksite provided the employer assigns the employee with appropriate work related assignments to be completed during the holiday period or the employee may be reassigned to a suitable job site within the region or at a centrally located administration building for the employee to work. The employee shall be given sufficient notification of the change in job site in order to collect necessary supplies. If there is a conflict as to remaining at the school or reassignment during the work period, the Region Superintendent shall make the decision which shall be final.
10. The earning of annual leave is restricted to twelve (12) month personnel. The following provisions apply to ten (10) and eleven (11) personnel who accumulated annual leave as ten (10) and eleven (11) month personnel prior to January 1, 2000.
  - a. Any ten (10) and eleven (11) month personnel who accumulated annual leave earned in the Duval County School system prior to January 1, 2000 may continue to take such leave from his/her accumulated annual leave balance and be paid for unused annual leave in accordance with rules in effect for twelve (12) month personnel in the UOPD Agreement.
  - b. Ten (10) and eleven (11) month employees will not be required to take forced leave from accumulated annual leave balances during non-student days.
  - c. The choice by any of these employees to utilize unpaid leave for days not worked is the choice of each employee. These employees bear the responsibility for the impact such choice would have on break in service and on employment anniversary dates.

D. Personal Leave With Pay

1. An employee may be absent six (6) days each school year for personal reasons; provided, however, that such absences for personal reasons shall be charged only to accrued sick leave; and provided further, that leave for personal reasons shall be non-cumulative and shall not create an undue hardship for a particular school/work location.
2. The procedure for notifying the appropriate administrator/supervisor of intent to use personal leave with pay shall be the same as for sick leave with pay, reasonably in advance of their scheduled reporting time on the first day of their intended absence. However, when personal leave with pay is requested for a day preceding or following a holiday or a non-workday for employees, the leave will be requested in advance except for emergencies.
3. The only explanation required for using personal leave with pay shall be personal business.

E. Personal Leave Without Pay

1. Upon the written request of an employee, the Employer may grant the employee leave of absence without pay for personal reasons for a period or periods not to exceed ten (10) workdays in a calendar year.
2. Additional leaves of absence without pay for up to six (6) months may be granted upon request of a permanent employee subject to approval of the Superintendent or his designee. Such leave may be extended for an additional six (6) months upon recommendation of the Superintendent or his designee. A valid reason must be given to justify leaves of absence.
3. An employee who is granted a leave of absence shall be an employee of the Employer while on such leave and shall be returned to the same position or a different position in the same classification and same school/work location upon termination of the approved leave of absence. In the event no vacancy exists at the time, the employee will remain on leave until the first vacancy for which she/he is qualified occurs.
4. An employee who fails to return from a leave of absence will be deemed to have resigned.

F. Personal Health Leave

1. Any permanent employee who requests a leave of absence without pay for health reasons, shall be granted the leave for a period of up to ninety (90) days, and the position shall be held for the employee's timely return. This leave period may be extended by the Employer for additional periods of up to ninety (90) days as supported by a statement from the attending physician, for the following reasons:
  - a. Insufficient accumulated sick days to cover duration of illness.
  - b. Extended illness or health problems causing temporary disability.

- c. Inability to work due to pregnancy or illness related to pregnancy.

If the employer grants an extension beyond ninety (90) days, the employer is not required to hold the employee's position.

2. Request for health leave for six or more days shall be accompanied by a licensed physician's statement attesting to the illness. An employee using six or more consecutive days of personal health leave shall provide to the District through ESS online leave process or the Leave Office if applying for Leave of Absence, a statement from the employee's physician as evidence of satisfactory physical condition before returning to work.

G. On-the-Job Injury/Illness

Employees shall be entitled to all compensation and benefits as provided in Chapter 440, Florida Statutes and Florida Law.

1. In addition, a member of the bargaining unit shall be entitled to full pay for the first seven (7) days when they are unable to work due to a compensable On-the-Job injury. This benefit is provided to bridge the gap between the injury date and the date indemnity payments begin as defined by Florida Statute 440. Basic health insurance benefits for the employee shall be covered by the District during the time an employee is out-of-work due to the injury.
2. The following requirements shall be observed for On-the-Job Injuries (OJI):
  - a. The injured party must report the injury to their immediate Supervisor, Principal or Workers Compensation Designee as soon as possible.
  - b. Once the report is entered into the system and accepted as compensable, the employee should follow the guidance of their assigned Adjuster for medical care and treatment.
  - c. Physician statements (or DWC25) must be provided for all absences associated with an On-the-Job injury.
3. Compensation: If an employee is unable to work due to a compensable injury, they will receive their full pay for the first seven days (see item 1). If they are unable to return to work after the seven days are exhausted they will receive indemnity payments from our Third Party Administrator. The indemnity payments will be paid in accordance with Florida Statute 440. At this point the employee must choose one of the options below:
  - a. Leave Option Form: The employee may elect to use their personal leave (annual/sick) to make up the difference between their normal compensation and the amount of the indemnity payments.
  - b. Extended Leave: If the employee elects not to use their leave, they must apply for extended leave through the Districts Human Resources Department.

H. Insurance Benefits - Leaves of Absence Without Pay

1. Employees 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.

2. Payment for premiums are billed bi-weekly.

I. Pregnancy/Maternity/Paternity Leave

Employees requesting leave of absence due to pregnancy/maternity/paternity may apply for sick leave or personal health leave. Upon exhaustion of all accumulated sick leave, an employee may apply for annual leave with pay for absence due to pregnancy/maternity/paternity. The leave request shall be accompanied by a physician's statement that the employee is physically unable to work.

J. Adoption Leave

Employees requesting leaves of absence for the purpose of adoption of a child or to fulfill the requirements of an adoption agency shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody, or prior to receiving such custody. The employee shall be entitled, upon request, to personal leave without pay, or in the cases where the child is ill, to sick leave.

K. Military Leave

1. With Pay

a. In meeting their obligation of the United States Armed Services, all employees shall be granted military leave with pay for not more than 240 hours. Requests for such leave must be in writing and countersigned by the appropriate administrator/supervisor. 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/work location is not in session must be attached.

b. An employee may apply for annual leave for periods extending beyond the 240 hours of paid military leave provided above.

2. Without Pay

In meeting their obligation to the United States Armed Services, all employees shall be granted military leave without pay for periods extending beyond the 240 hours of paid military leave. Requests for military leave must be in writing and countersigned by the appropriate administrator/supervisor. 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 when school/work location is not in session must be attached.

L. Court or Jury Duty

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

a. Summoned to appear as a juror.

b. Summoned to appear as a defendant in an action arising out of and in the course of his/her employment with the Employer.

- c. Summoned to appear as a witness (except as a character witness) in any civil or criminal action in which the employee is not the defendant or the plaintiff.
2. Any payments received from the court for such appearance may be retained by the employee.
  3. An employee must provide written documentation of date and time attended for jury duty and summons (copy of summons, clerk of court 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.

M. Educational Leave

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

N. Temporary Duty Elsewhere (TDE)

1. 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 school/work location or school system. 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 to temporary duty when it is in the best interest of the school system. Temporary duty shall not be assigned in a discriminatory manner. Temporary duty may be granted to employees for assignments which may include, but not be limited to the following:
  - a. To attend duty-authorized conferences and conventions of national, regional and state organizations in the field in which the employee is directly involved;
  - b. To attend PTA/PTSA regional and state conferences and conventions;
  - c. To attend conventions or conferences of recognized civic groups;
  - d. To attend state meetings of educational sororities and fraternities; (In items "a" through "d" above, the employee must be an officer, official delegate, or have a significant part on the program.)
  - e. To attend meetings and conferences as the representative of the

Superintendent. Only the Superintendent will approve this type of assignment.

- f. To participate in a staff development program approved by the Board; and,
  - g. To attend meetings of education legislative committees.
  - h. The principal/ supervisor may reassign the employee within the worksite for up to three days in the event that a school-related incident involving a physical conflict occurs resulting in the employee's inability to return to their work assignment immediately following the incident.
2. 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 106, Part 7, of the Ordinance Code of the City of Jacksonville.
  3. The parties agree that Temporary Duty Elsewhere, as used herein, may be used for any employee labor unions' or labor organizations' activities, at the discretion of the Employer.

## **ARTICLE VII - PROFESSIONALIZATION OF OFFICE EMPLOYEES**

### **A. Preface**

Notwithstanding the wide range of currently available career opportunities for DCSB employees, the task at hand is to make this district even more appealing and progressive in today's competitive market to attract and retain excellent employees.

### **B. School Related Employee of the Year**

A standing committee is to be formed to establish district procedures, aligned with State procedures, for the selection of the Support Employee of the Year. The Employer agrees to identify reasonable funding to support the selection of and celebration for the Support Employee of the Year.

The Parties agree that a representative of the UOPD/DTU shall be added to the Florida School-Related Employee of the Year program beginning with 1993.

### **C. Educational Credit**

Where educational requirements are necessary to qualify for a position in Civil Service, credits from an educational institution other than colleges and universities shall be accepted when the educational institution is approved according to mutually agreed upon criteria.

### **D. Sabbatical Leave**

1. Rationale: A clerical employee 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 clerical employee a sabbatical stipend to complete a teacher internship for one semester and to provide the Duval Schools with qualified teachers from the clerical employee work force.
3. Procedure:
  - a. HR will determine the needs of the district.
  - b. A clerical employee 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 clerical employees 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 clerical employee 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. Clerical Employee Agreement: The clerical employee 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 clerical employee agrees to be contracted as a teacher or clerical employee in Duval County for a term of no less than three years conditioned on continued qualification to be a teacher or clerical employee and on renewal by the School Board to a teaching or clerical employee position. The sabbatical stipend shall be repaid to the district should the clerical employee voluntarily resign or transfer to a position not requiring a certificate. If the clerical employee 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 clerical employee. The clerical employee 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 clerical employees per semester and will be contingent upon funding.

## ARTICLE VIII - 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/Visitations/Solicitations

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/supervisor and the DTU representative will be made available for such meetings.
2. Representatives of the DTU may visit and confer with employees before and after the normal school/work location 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 employees 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/supervisor.
5. In any event, DTU representatives shall report their presence to the main (school/work location) office at the time of entry on school/work location premises.

### C. School Mail and Bulletin Boards

1. The DTU shall be provided partial use of suitable bulletin boards, including at least one reserved at each school/work 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. Negotiations

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

E. 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.

F. 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 Contract.

G. 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.

H. Leaves - Duval Teachers United

Upon request, a maximum of seven (7) officers, members, staff of the DTU or its affiliates, AFT, NEA, AFL-CIO, and Florida Education Association, 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 Contract.

I. 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 Contract, 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. 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.

J. Early Dismissal

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

K. Joint Union-Management Training Sessions

In order to expedite the implementation of this Contract at the school/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.

L. Surplus/Involuntary Transfer Exemption of DTU Representatives

1. Elected DTU Building Chairpersons shall be exempt from surplus/involuntary transfer. The DTU Building Chairpersons 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 Resources. Further, each principal/appropriate administrator will be provided the name of the current Building Chairperson.
3. There shall be one (1) Building Chairperson per school and one (1) Building Chairperson per floor in the administrative building.

M. Public Address System Access

DTU shall be allowed to have announcements made on the public address system for the purpose of communicating with employees so long as such utilization does not interfere with the direct instruction of students and to the same extent that other general announcements are made.

N. 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 day for employees to participate in professional growth and educational opportunities including those

made available by the DTU 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.

O. 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.

Extend the use of the FAME Survey to districtwide and 12-month DTU Unit employees so they may provide input into their work environment conditions. If the survey needs modification, DTU and the employer will work to make any changes needed. The survey will be implemented by Spring of 2021-2022.

P. Reports

The employer will provide to DTU a monthly Personnel Cross Index Report.

## ARTICLE IX - MANAGEMENT RIGHTS

A. 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.

B. No-Strike Clause

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

C. DTU Contracts

The Bargaining Agreement will be made available on the District SharePoint site. 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.

## ARTICLE X - GRIEVANCE PROCEDURE

### A. Definition

As used herein, grievance is defined as a dispute between Employer and employee involving the interpretation or application of this Collective Bargaining Agreement/Contract and shall systematically follow the three (3) step Grievance Procedure as outlined herein. A grievant shall mean either an individual employee or group of employees having the same grievance. Any grievance filed shall refer to the provision or provisions of the Contract 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 Contract to factual situations, inasmuch as the legal interpretation of this Contract 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. On a case-by-case basis, the parties may mutually agree to waive the timeliness set out in this procedure.

### B. Informal Resolution

Any grievant having a grievance shall first discuss it with the appropriate administrator/supervisor, as is appropriate in light of the subject matter of the complaint. Any such grievance must be brought to the attention of the appropriate administrator/supervisor within fifteen (15) 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 fifteen (15)-day period shall not commence until his/her return. If the grievant and the appropriate administrator/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.

### C. Steps

#### **Step 1 Formal Step / Appropriate Supervisor**

Reference of the grievance to Step 1 shall consist of the school/work location employee and/or representative reducing the grievance to writing and submitting to the appropriate administrator/supervisor within the five (5)-day period provided above. Such appropriate administrator/supervisor or employee may request a meeting prior to the appropriate administrator/supervisor's decision, in which event either or both the appropriate administrator/supervisor and the employee may be accompanied at the meeting by a representative. The appropriate administrator/supervisor shall give the employee at least two (2)-days notice of such meeting. In any event, the appropriate administrator/supervisor must render this decision in writing, with two copies to the employee, within ten (10) 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 Assistant Superintendent 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/her 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.

**D. 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 Contract.

1. If within five (5) workdays of receipt of the request for arbitration, the Board and the grievant are unable to mutually agree on a neutral, then the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (4) 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 DTU shall be reasonably notified of the time and place that each of the three (3) 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 Contract.



E. Civil Service

The employee may choose to file a grievance following procedures specified in the Civil Service and Personnel Rules and Regulations of the City of Jacksonville as an alternative to the grievance procedure specified herein; but in no case may the employee follow both procedures.

F. Other Representation

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/her Employer and having such grievance adjusted without the intervention of DTU, if the adjustment is not inconsistent with the terms of this Contract and if DTU has been given notice to be present at any meetings called for the resolution of such agreement. A grievance arising out of the same factual situation may be withdrawn at any step, but that same grievance may not be filed a second time. Any grievance arising out of the same factual situation initiated through the procedure outlined herein may not be filed a second time.

**ARTICLE XI - CITY OF JACKSONVILLE CIVIL SERVICE TOPICS AND  
PERSONNEL RULES AND REGULATIONS**

A. Topics

The following topics shall be in accordance with Civil Service Rules:

- Application
- Examinations
- Establishment and Use of Eligibility Lists Promotions
- Separations Disciplinary Actions

B. Provisions

Provisions from the Rules and Regulations of the Civil Service Board of the Consolidated City of Jacksonville ("Civil Service Rules") can be found at the COJ.net website. The parties have agreed that the below sections of the Civil Service Rules, is solely intended to provide useful information and guidance to employees and appropriate administrators/supervisors in the day-to-day employment relationship and does not constitute a part of the Contract for purposes of the Grievance Procedure in this Contract.

1. Rule 4 – Application and Examination
2. Rule 5 Eligibility Lists
3. Rule 7 Separations and Layoffs
4. Rule 9 Disciplinary Actions, Grievances, Complaints and Appeals

C. Grievance Procedure

Alleged violations involving interpretation or application solely of this Contract shall be appealed only through the Grievance Procedure in this Contract. Alleged violations of matters regulated by the Civil Service Rules, which are not covered by additional express terms of this Contract, shall not be subject to the Grievance Procedure in this Contract, but may be appealed to the Civil Service Board.

D. Contract Supremacy

The terms of this Contract between the Employer and the DTU supplement and are in addition to the Civil Service Rules. Nothing in this Contract shall take away any rights or benefits to which an employee, or the Employer, is entitled under the Civil Service Rules. When a provision of this Contract has intentionally been negotiated which is different from a Civil Service Rule (e.g., -Article IV, H. Seniority), the Contract provision shall prevail.

## ARTICLE XII - 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 school 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 in-service, conferences, and professional planning.

b. Waiver Process

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

B. Contract Waiver and Oversight Committee

A committee comprised of DTU designees, and Human Resource Services designees, 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 designee 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 XIII – AGREEMENT/REOPENERS**

#### Agreement/Reopeners – UOPD

It is agreed and understood that this Contract and each of its provisions shall be effective and constitute a legally-binding Contract, upon approval by the School Board of Duval County, Florida, and ratification by the employees represented by the Duval Teachers United/United Office Personnel of Duval (DTU/UOPD), pursuant to Florida Statutes, Chapter 447.010.

In the event either party does not ratify this contract, both parties agree to return to the bargaining table for further negotiations.

This Contract is effective July 1, 2023 through June 30, 2024, between the DTU and the Duval County School Board.

**APPENDIX A - 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:	DTU Building Representative
Date:	Date:

**REGIONAL SUPERINTENDENT**

Recommended:  Not Recommended:

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

**CONTRACT WAIVER AND OVERSIGHT COMMITTEE (HUMAN RESOURCES)**

Recommended:  Not Recommended:

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

**DTU BOARD OF DIRECTORS**

Approved:  Not Approved:

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

**SUPERINTENDENT'S TASK FORCE (CHIEF OF STAFF)**

Approved:  Not Approved:

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

## APPENDIX A - 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
		All employee groups are represented on the Shared Governance committee.
		Committee members are selected democratically.
		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.
		Shared Governance meetings are scheduled on a regular basis.
		Shared Governance meetings employ an "Open Door" policy.
		Meeting agenda items are posted prior to the Shared Governance meetings.
		All committee proposals and decisions are communicated to the employee groups.
		There are established procedures for staff input in the decision making process.
		Freedom of expression is fostered at the school site.
		There is an agreed upon definition of consensus.
		Staff decisions are reached through consensus.
		A Placement Review Committee has been established.
		A process for paperwork reduction has been implemented.
		Staff was provided input into and approved (jointly with SAC) the School Recognition Plan (FSRP.)
		Staff provided input into and approved a School-wide Discipline Plan.

**Principal's Signature / Date** \_\_\_\_\_

**DTU Representative's Signature / Date** \_\_\_\_\_

# APPENDIX B - SALARY SCHEDULES

## Duval County Public Schools

**2023-2024**

**UOPD**

**Hourly**

**Pay Scale UA**

GRADE	01	02	03	04	05	06	07	08	09	10	11	12	ST
Level	CB28/CC27/CD17/CE17/CF07/CG07/CK08/CL08/CM18/CN18/CQ07/CRO7												
01			15.50	15.75	16.00	16.25	16.50	16.75	17.00	17.25	17.50	18.00	
02		15.25	15.75	16.00	16.30	16.50	16.75	17.00	17.30	17.55	17.80	18.30	
03		15.50	16.00	16.25	16.55	16.75	17.00	17.25	17.60	17.85	18.10	18.60	
04		15.75	16.25	16.50	16.80	17.00	17.25	17.50	17.90	18.15	18.40	18.90	
05	15.00	16.00	16.50	16.75	17.10	17.25	17.50	17.75	18.20	18.45	18.70	19.20	
06	15.25	16.25	16.75	17.00	17.35	17.50	17.75	18.00	18.50	18.75	19.00	19.50	
07	15.50	16.50	17.00	17.25	17.60	17.75	18.00	18.25	18.80	19.05	19.30	19.80	
08	15.75	16.75	17.25	17.50	17.85	18.00	18.25	18.50	19.10	19.35	19.60	20.10	
09	16.00	17.00	17.50	17.75	18.10	18.25	18.50	18.75	19.40	19.65	19.90	20.42	
10	16.25	17.25	17.75	18.00	18.35	18.50	18.75	19.00	19.70	19.95	20.20	20.77	
11	16.50	17.50	18.00	18.25	18.60	18.75	19.00	19.25	20.00	20.25	20.50	21.06	
12	16.75	17.75	18.25	18.50	18.85	19.00	19.25	19.50	20.30	20.55	20.80	21.43	
13	17.00	18.00	18.50	18.75	19.10	19.25	19.50	19.75	20.60	20.85	21.10	21.81	
14	17.25	18.25	18.75	19.00	19.35	19.50	19.75	20.00	20.90	21.15	21.40	22.21	
15	17.50	18.50	19.00	19.25	19.60	19.75	20.00	20.25	21.20	21.45	21.70	22.61	19.90
16	17.75	18.75	19.25	19.50	19.85	20.00	20.25	20.50	21.50	21.75	22.00	23.01	20.30
17	18.00	19.00	19.50	19.75	20.10	20.25	20.50	20.75	21.80	22.05	22.30	23.44	20.70
18	18.25	19.25	19.75	20.00	20.35	20.50	20.75	21.00	22.10	22.35	22.60	23.86	21.12
19	18.50	19.50	20.00	20.25	20.60	20.75	21.00	21.25	22.40	22.65	22.98	24.28	21.54
20	18.75	19.75	20.25	20.50	20.85	21.05	21.30	21.55	22.70	22.95	23.40	24.72	21.98
21	19.00	20.00	20.50	20.75	21.10	21.35	21.60	21.85	23.00	23.25	23.73	25.08	22.32
22	19.25	20.25	20.75	21.00	21.35	21.65	21.90	22.15	23.50	23.75	24.14	25.54	22.77
23	19.50	20.50	21.00	21.25	21.60	21.95	22.20	22.45	24.00	24.25	24.59	26.00	23.23
24	19.75	20.75	21.25	21.50	21.85	22.25	22.50	22.75	24.50	24.75	25.15	26.59	23.71
25	20.00	21.00	21.50	21.75	22.10	22.55	22.80	23.05	25.00	25.25	25.73	27.19	24.19
26	20.25	21.25	21.75	22.00	22.35	22.85	23.10	23.46	25.70	25.95	26.30	27.84	24.69
27	20.50	21.50	22.00	22.25	22.60	23.15	23.40	24.10	26.40	26.65	27.04	28.60	25.19
28	20.75	21.75	22.25	22.50	22.85	23.45	23.73	24.75	27.10	27.35	27.79	29.40	25.71
29	21.00	22.00	22.50	22.75	23.10	23.75	24.21	25.26	27.80	28.05	28.37	30.00	26.24
30	21.25	22.25	22.75	23.00	23.35	24.05	24.69	25.77	28.50	28.75	29.07	30.52	26.78
31	21.50	22.50	23.00	23.25	23.60	24.52	25.30	26.41	29.20	29.45	29.77	31.35	27.33
32	21.75	22.75	23.25	23.50	23.85	24.70	25.77	26.91	29.90	30.15	30.47	32.00	27.90
95	23.55	24.70	25.35	26.60	27.02	27.59	29.18	30.35	31.57	32.73	33.69	35.52	29.91

**Service Raise**

In addition to the above hourly rate, an employee shall receive \$300 a year for each five (5) continuous years of service with the Duval County Public Schools for service earned prior to 2014-2015. The service raise for service earned 2014-2015 and thereafter shall increase to \$400 a year. The service raise for service earned 2020-21 and thereafter shall increase to \$500 a year. The service raise for service earned 2023-2024 and thereafter shall increase to \$600 a year.

**Level Movement**

Level Movement - UOPD employees who worked one (1) day more than one-half the previous school year in their position in Duval County shall advance one level on the salary schedule.

**Level 95**

Level 95 is for incumbents only who were assigned to level 32 or 95 in the prior school year. Employees on Level 95 for the 2022-2023 school year will receive a \$500 supplement.



# Duval County Public Schools

2023-2024

Interpreters

Pay Scale UI

192 Days/7 Hours

COLUMN	01	2.5-2.9 02	3.0-3.4 03	3.5 & up 04
Level				
01	16.30	17.55	18.80	20.05
02	16.72	18.05	19.36	20.58
03	17.15	18.53	19.87	21.13
04	17.60	19.01	20.40	21.70
05	18.06	19.51	20.94	22.28
06	18.53	20.03	21.50	22.88
07	18.92	20.46	21.98	23.39
08	19.42	21.01	22.57	24.03
09	19.93	21.57	23.18	24.69
10	20.47	22.16	23.81	25.36
11	21.01	22.75	24.46	26.05
12	21.58	23.37	25.13	26.67
95	23.46	25.33	27.11	28.86

### Column Placement

Column 1 - Basic

Column 2 - EIPA 2.5-2.9 or QA1/EIE 1

Column 3 - EIPA 3.0-3.4 or QA2/EIE 2

Column 4 - EIPA 3.5-3.9 or QA3/EIE3

Employees with EIPA 4.0 or higher or RID recognized certification will be placed on Column 4 at Level 4

### Service Raise

In addition to the above hourly rate, an employee shall receive \$300 a year for each five (5) continuous years of service with the Duval County Public Schools for service earned prior to 2014-2015. The service raise for service earned 2014-2015 and thereafter shall increase to \$400 a year. The service raise for service earned 2020-21 and thereafter shall increase to \$500 a year. The service raise for service earned 2023-2024 and thereafter shall increase to \$600 a year.

### Level Movement

Level Movement - UOPD employees who worked one (1) day more than one-half the previous school year in their position in Duval County Public Schools shall advance one level on the salary schedule.

### Level 95

Level 95 is for incumbents only who were assigned to level 12 or 95 in the prior school year.

Employees on Level 95 for the 2022-2023 school year will receive a \$500 supplement.

### National Certification Supplement

Interpreters who hold a National Certification shall receive an annual supplement in the amount of \$1,250.

**APPENDIX C – ALTERNATIVE SCHOOL SUPPLEMENT**  
**23-24 UOPD (Security Guard) Supplement Criteria for Alternative Schools**

- All security guards of the UOPD Bargaining Unit in the alternative schools (Mattie Rutherford and Grand Park) who receive a satisfactory evaluation shall be eligible for the Alternative School Supplement.
- Security guards 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 \$1550.
- The amount of the supplement paid to the security guard 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: \$650
  3. Return for Reemployment at the Alternative School: \$650
- The earned supplement will be paid in one payment by the last paycheck in September 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 \$900- even though criteria for these were met in the previous school year) and
  2. Area #3: (\$650-The security guard must return for reemployment and still be employed at an alternative school by September 1).
- In order to be eligible for areas 1 and 2, security guards on an approved leave of absence must have worked a minimum of 99 days in the school year prior to receiving the supplement.

**Recidivism Rate**

In order for an alternative school to qualify for the recidivism portion of the supplement (\$250 per security guard), 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.

**23-24 Alternative School Supplement Security Guard Checklist**

Security Guard's Name \_\_\_\_\_ School # \_\_\_\_\_  
 Personnel # \_\_\_\_\_

Criteria	Completion	Principal's Initials
<b>Evaluation</b>		
The security guard received a satisfactory or higher annual evaluation.	____ Yes ____ No	
The security guard 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 security guard must document successful completion of 3 of the following in the year before the monetary award:</b>	<b>\$650</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>\$650</b>	__ Yes __ No	
After a year of employment at the alternative school, the security guard 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**

Security Guard's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

## **APPENDIX D – CURRENT MEMORANDUMS OF UNDERSTANDING**

MOUs will be reviewed and approved through mutual agreement before the expiration dates. Expiration dates on the incorporated memorandums of understanding will still apply.

### **Current UOPD MOU's:**

- Centegix Badge
- School-Based Webmaster
- Summer Programs
- Referendum UOPD Unit
- Truancy Officers
- Two-Factor Authentication

**Memorandum of Understanding  
Centegix Emergency Alert Badge**

This Memorandum of Understanding (MOU) dated August 8/3, 2023 is intended to memorialize the agreement between the Duval County School Board of Duval County, Florida (DCSB) and Duval Teachers United (DTU), (herein collectively *the Parties*) regarding the implementation and alert provisions for the Centegix Emergency Alert Badge.

**Whereas**, DTU is the exclusive bargaining agent for the employees in its bargaining unit for the purpose of collective bargaining with respect to wages, terms, and conditions of employment.

**Whereas**, the District is the administration of the DCSB and, pursuant to Florida law and DCSB policies, is authorized to exercise discretionary control over its operations; and

**NOW, THEREFORE**, the Parties understand and agree to the terms and conditions as follows:

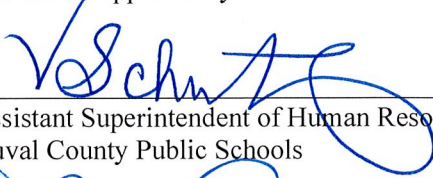
During the 2020 Florida Legislative Session, Alyssa’s Law was approved. This law requires all public schools to implement a mobile panic alert system for specified purposes and was mandated to begin in the 2021-2022 school year. To ensure compliance, the district will implement a panic alert system capable of connecting diverse emergency services technologies to ensure real-time coordination between multiple first responder agencies. The system, known as “Alyssa’s Alert,” must integrate with local public safety answering point infrastructure to transmit alerts in the case of an emergency or school lockdown.

**Implementation**

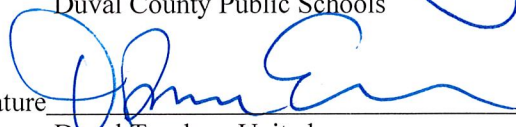
The district intends to issue a Centegix Alert Badge to each school-based and district-based employee. All employees will receive training on the use and function of the badge before the badge is issued. The badge-based system operates through a connection between sensors installed inside and outside the school buildings and district offices. In the event of an imminent threat, school and district employees will be able to call a lockdown and alert law enforcement in seconds using the Centegix Alert Badge. The Centegix Alert Badge, which can be worn around the neck with a lanyard or clipped to clothing, contains a button that will be used to initiate the alert. The badges are only active inside and outside of the school campus or district office (the badges are not operable off the school campus or district office). No employee shall be disciplined if he or she accidentally initiates contact with emergency responders and/or school personnel.

If an employee loses the assigned badge, they are required to notify the school-based administrators or district supervisor immediately. Failure to notify the school-based administrator or supervisor of a missing badge may result in progressive discipline. The employee will receive one replacement badge, at no charge. If the employee loses the original badge and replacement badge, the employee will be responsible for the reasonable cost of replacing the badge. The cost, if a replacement is required after the first free replacement, shall not exceed \$10.00. The Centegix Alert Badge will be issued at the employee’s assigned work location.

**THE PARTIES RECOGNIZE**, the procedures of this Memorandum of Understanding are supplemental to existing agreements and will become effective following its execution by the DTU authorized representative and its approval by the DCSB.

Signature   
Assistant Superintendent of Human Resources  
Duval County Public Schools

Date 8/3/23

Signature   
Duval Teachers United

Date 8/3/23

**Memorandum of Understanding  
School-Based Webmaster  
(2023-2024)**

This Memorandum of Understanding ("MOU") dated 5/15/2023 is entered into by the Duval County School Board (DCSB) and the Duval Teachers Union (DTU) regarding the establishment of supplements for school-based webmasters.

**WHEREAS**, the district is committed to ensuring that each school's website is updated in a timely manner to ensure transparency to all constituents utilizing district guidelines as part of the requirements set forth in School Board Policy 9.20 - Communications; and

**WHEREAS**, to support these efforts, the district has negotiated an annual supplement for the Notice of Work (NOW); and

**WHEREAS**, DTU is the exclusive bargaining agent for the subject employees, for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment, and all other conditions of employment; and

**NOW THEREFORE**, the parties agree as follows:

**Eligible Employees**

All employees in the Teacher, Paraprofessional, and UOPD bargaining units shall be eligible for the Key School Webmaster supplement provided they are selected by their principal and agree to comply with annual requirements set forth below:

**Key School Webmaster Annual Requirements**

- Attend two (2x) district training sessions per year and/or request training assistance as needed.
- Demonstrate competency in creating and managing content in the District's Web Content Management system. The district will annually provide trainings for these requirements.
- Demonstrate understanding of publishing requirements and compliance with Web Content Accessibility Guidelines 2.0, Level AA, Section 508. The district will annually provide assessments for these requirements. A brief online test will be used to validate that individuals with publishing access on the website understand their responsibilities with respect to accessible content.
- Review current site and remove any non-compliant, inaccessible content.
- Refrain from posting any non-compliant, inaccessible content.
- Continually ensure that your school website professionally represents the quality of the school instruction and the family/student experience at the school.
- Within 2 business days, post any required content to support district-wide communication initiatives.
- Review weekly, and remove, any outdated content and update or remove broken links.
- Gain approval of principal or designee when applicable.
- Maintain weekly updates to all website content in coordination with principals or designee. The website content includes the following:

**About Us**

School Mission, Principal's Page, Administration, School Highlights/History/Bio, School Advisory Council, School Improvement Plan, Quick Links, School Hours

**Contact Us**

School Hours & Address, Administration Information including; Principal, PTA President, SAC Chair, Web Editor Contact Info., Region Chief, School Board Member

**Parents**

PTA and SAC information, Uniform Information (if applicable), Community Education (if applicable), Guidance information/Teacher Conference Process, School Supply Lists, Food Menu Link, Transportation Link, Student Forms, Blended Learning/Technology Information, Arrival/Dismissal Information, Enrollment/Registration Information

**Student**

Dress Code, Code of Conduct, Safety Net Opportunities/Homework Assistance, Blended Learning/Technology Information

**Staff**

List of teachers by grade/subject with link to contact information or teacher pages (teacher pages are encouraged, but not required), district staff directory


**Programs**

Academic programs (overview of core subjects, electives, magnet/choice program information, extended day, community outreach programs, volunteer options, business/community partner programs, support services, athletics, clubs


**Compensation**

School-based webmasters shall be paid an annual supplement of \$850. Schools with multiple webmasters will receive a prorated share of the annual supplement. If split between two individuals, one will receive the supplement the first half of the year, and the other the second half of the year.

Further and while this MOU supplements the most current collective bargaining agreement with the procedures outlined herein, it is understood expressly that this MOU shall expire June 30, 2024.

Signature   
Victoria Schultz, Assistant Superintendent,  
Human Resource Services  
for Duval County Public Schools (DCPS)

Date 5/15/23

Signature   
for Duval Teachers United (DTU)

Date 5/15/23

## **Memorandum of Understanding 2022 Summer Programs (Revised 6.13.2022)**

This memorandum of understanding dated, 6/13 2022 is intended to memorialize the agreement between the Duval County School Board ("DCSB") and the Duval Teachers United ("DTU") with regard to staffing needs for summer academic programs. The parties agree as follows:

**WHEREAS**, the parties have agreed to the criteria for eligibility to teach in a summer academic program as set forth below, and

**WHEREAS**, in addition to the established criteria, working conditions are described herein;

**NOW, THEREFORE**, the parties agree as follows:

### **Collective Bargaining Agreement**

Unless otherwise expressly specified below, the existing provisions of the Collective Bargaining Agreement shall be followed.

### **Eligibility Criteria**

1. The 2022 school-based summer academic programs will be staffed using the following requirements in priority order for teachers in Summer Boost, ESOL, and ESY:
  - a. Must meet all certification requirements or licensed as applicable. Teachers working the 3<sup>rd</sup> Grade Reading Recovery Program are required to be endorsed or certified in Reading.
  - b. Must have at least an overall "Effective" evaluation for the current year. If 2021-2022 evaluation not available, the 2020-2021 evaluation rating may be used.
  - c. If final summative evaluations are not available, eligible teachers must have a Principal Evaluation score of 50 or greater for 2021-2022.
  - d. Must not have an "Unsatisfactory" rating in any component of Domain 3, Instruction or multiple "Unsatisfactory" ratings in any other area for 2021-2022.
  - e. Teachers at the host schools will be given priority for placement over all other teachers if they meet the credentials established herein.
  - f. For secondary school applicants, the teacher must have taught in the subject area in the year immediately preceding the summer term. (Does not pertain to certificated staff at ESY schools or Middle School Acquisition.)
  - g. Teachers currently teaching in a primary position at the elementary level will have priority assignment to teach a primary summer academic position provided they meet the eligibility criteria established herein. (Does not pertain to certificated staff at ESY schools.)
  - h. Teachers currently teaching an intermediate position at the elementary level will have priority assignment to teach an intermediate summer academic position provided they meet the credentials established herein. (Does not pertain to ESY)
  - i. Teachers with ESOL or language teaching experience and certification will have priority assignment to teach ESOL Summer Maintenance.
  - j. School-based coaches, interventionists, and 10-month resource teachers are eligible to be a school-based coach or teacher in their specialty area provided they meet the criteria above.
  - k. If all applicants have been exhausted for placement in any summer program, first year teachers may be considered for available positions.
  - l. If all applicants have been exhausted, new employees that have fully completed the hiring process, may apply to be hired.



- m. Schools have flexibility in hiring for enrichment positions. Schools may choose Art, Music, or P.E. in any combination.
- n. Summer Boost teachers may be hired for a full-time position (7.33 hours) or half-day position (3.67 hours) in am/pm shifts. Summer Boost paras may be hired for a full-time position (6.5 hours) or half-day position (3.5 hours) in am/pm shifts.
- o. One additional teacher will be hired for each Summer Boost site to cover for teacher absences. This position will be filled by a certified teacher using the above eligibility.
- p. ESY Programs - In the event the pool of eligible candidates has been exhausted, ESE teachers hired during the current year with the required certification may be considered for vacant program positions.

2. The 2022 school-based summer academic programs will be staffed using the following requirements in priority order for teachers in VPK:

- a. Teachers who are certified to teach Pre-K and/or ESE Pre-K and taught Pre-K students during the 2021-2022 school year.
- b. Teachers with Pre-K and/or ESE Pre-K certification who have taught Pre-K in the past 5 years.
- c. Teachers with Early Childhood Certification who have taught Pre-K in the past 5 years.
- d. Teachers with Early Childhood Certification who have taught Kindergarten in 2021-2022, or in the past 5 years.
- e. Teachers with Early Childhood Certification who have taught 1<sup>st</sup> grade in 2021-2022, or in the past 5 years.
- f. Teachers with Early Childhood Certification
- g. Teachers with Elementary Certification who taught in the primary grades in the past 5 years.
- h. Teachers with Elementary Certification.
- i. ESE K-12 teachers with elementary experience.
- j. All others certified to teach

3. Assignment Criteria for Pre-K Paraprofessionals:

- a. Paraprofessionals or CDAs who have worked as a Pre-K Paraprofessional during the 2021-2022 school year.
- b. Paraprofessionals or CDAs who have worked as a Pre-K Paraprofessional in the last three (3) years.
- c. Paraprofessionals or CDAs who have worked as an ESE Pre-K Paraprofessional in the last three (3) years.
- d. Paraprofessionals or CDAs who have worked as a Kindergarten Paraprofessional in the last three (3) years.

4. Assignment Criteria for Non- Pre-K Paraprofessionals:

- a. Employees who worked the previous summer will be given consideration after all other applicants.
- b. Priority for Summer Educational Program will be given to hiring members of the bargaining unit who meet special needs for the school.
- c. Where two candidates have the same experience and same job classification, first priority will be given to the employees who worked where the Summer Educational Program is housed or seniority, if work site is not a factor.

**Program Sites**

Program Sites shall be set forth in Attachment A, herein incorporated. Nothing shall be construed to prohibit the district, in its sole determination, from modifying the program sites as needed.

**Program Hours/Dates**

**During the week of June 20<sup>th</sup>, the Summer Boost Programs will operate June 21-24 (Tuesday-Friday). All Summer Boost Programs will be closed on Monday, June 20<sup>th</sup>.**

Summer Programs	Dates	Pre-Planning	Employee Workday	Student Hours
<b>Teachers</b> K - 4th Grade Summer Boost	June 13 – July 21, 2022  Mon-Thurs only	June 8-9, 2022 8:00 am–3:00 pm *1 hour lunch 7 hours per day	7:50 am–3:10 pm *30-minute lunch 7.33 hours per day Or 7:50 am–11:30 am 11:30 am–3:10 pm 3.67 hours per day No lunch on 1/2 day	8:30 am–3:00 pm 6 hours instructional .5 lunch
<b>Paras</b> K - 4th Grade Summer Boost	June 13 – July 21, 2022  Mon-Thurs only	N/A	8:00 am – 3:00 pm 30-minute lunch Two 15-minute breaks Or 8:00 am–11:30 am 11:30 am–3:00 pm 15-minute break No lunch	8:30 am–3:00 pm 6 hours instructional .5 lunch
<b>Teachers</b> 5th – 7th Grade Summer Boost	June 13 – July 21, 2022  Mon-Thurs only	June 8-9, 2022 8:00 am–3:00 pm *1 hour lunch 7 hours per day	9:05 am–4:25 pm *30-minute lunch 7.33 hours per day Or 9:05 am–12:45 pm 12:45 pm–4:25 pm 3.67 hours per day No lunch on ½ day	9:30 am–4:15 pm 6 hours min instructional .5 lunch
<b>Paras</b> 5 <sup>th</sup> -7 <sup>th</sup> Grade Summer Boost	June 13-July 21, 2022  Mon-Thurs only	NA	9:15 am–4:15 am 30-minute lunch Two 15-minute breaks Or 9:15 am–12:45 pm 12:45 pm–4:15 pm 15-minute break No lunch	9:30 am–4:15 pm 6 hours min instructional .5 lunch
<b>Teachers</b> Middle School Credit Acquisition	June 13 – July 21, 2022  Mon-Thurs only	June 8-9, 2022 8:00 am–3:00 pm *1 hour lunch 7 hours per day	9:05 am–4:25 pm *30-minute lunch	9:30 am–4:15 pm 6 hours min instructional .5 lunch
<b>Teachers</b> Elementary ESOL Summer Maintenance Program	June 13 – July 21, 2022  Mon-Thurs only	June 8-9, 2022 8:00 am–3:00 pm *1 hour lunch 7 hours per day	7:45 am–12:45 pm *30-minute planning No lunch	8:00 am–12:00 pm 3.5 hours instructional .5 lunch
<b>Paras</b> Elementary ESOL Summer Maintenance Program	June 13 – July 21, 2022  Mon-Thurs only	N/A	7:45 am–12:15 pm 4.5 hours (no lunch)	8:00 am–12:00 pm 3.5 hours instructional .5 lunch

<b>Teachers</b> Secondary ESOL Summer Maintenance Program	June 13 – July 21, 2022  Mon-Thurs only	June 8-9, 2022 8:00 am–3:00 pm *1 hour lunch 7 hours per day	7:45 am–12:45 pm *30-minute planning No lunch	8:00 am–12:00 pm 3.5 hours instructional .5 lunch
<b>Paras</b> Secondary ESOL Summer Maintenance Program	June 13 – July 21, 2022  Mon-Thurs only	N/A	7:45 am–12:15 pm 4.5 hours (no lunch)	
<b>Teachers</b> Summer Voluntary Pre- K (SVPK)	June 10-July 22, 2022  Mon-Friday	June 9, 2022 8:30 am-4:00 pm *1 hour lunch 7.5 hours per day	7:45 am–6:15 pm 10.5 hours .5 planning and *30-minute lunch	8:00 am–6:00 pm 10 hours instructional hours include .5 nutrition and .5 reflection
<b>Paras</b> Summer Voluntary Pre- K (SVPK)	June 10-July 22, 2022  Mon-Friday	June 9, 2022 8:30 am-4:00 pm 6.5 hours per day	8:30 am–6:00 pm 9.0 hours 30-minute lunch	
<b>Teachers</b> Extended School Year (ESY)	June 27 – July 21, 2022  Mon-Thurs only	June 22-23, 2022 8:00 am-3:00 pm *30-minute lunch 7 hours per day	<b>Elementary:</b> 7:50 am–3:10 pm *30-minute lunch 45-minute planning 7.33 hours <b>Secondary:</b> 7:05 am–2:25 pm *30-minute lunch 45-minute planning 7.33 hours <b>Mt. Herman and Oak Hill:</b> 8:30 am–3:15 pm *30-minute lunch 45-minute planning 6.75 hours	<b>Elementary:</b> 8:30 am-3:00 pm <b>Secondary:</b> 7:15 am–1:45 pm <b>Mt. Herman and Oak Hill:</b> 9:00 am–3:00 pm (6.0 hours)
Extended School Year (ESY) Paras	June 27 – July 21, 2022  Mon-Thurs only	N/A	<b>Elementary:</b> 8:25 am–3:10 pm 30-minute lunch 6.25 hours <b>Secondary:</b> 7:10 am–1:55 pm 30-minute lunch 6.25 hours <b>Mt. Herman and Oak Hill:</b> 8:30 am–3:15 pm 30-minute lunch 6.25 hours	

\*Duty free paid lunch period

## General

- **Staffing of Summer Boost Programs**

- Eligible teachers will have the opportunity to select their top 5 sites for summer employment. Teachers will be assigned placement based on eligibility and employee's top 5 preferences. If the 5 selected schools are unavailable, the teacher will be contacted to discuss the opportunity for placement at a different site.

- Selection for Summer Boost teachers who will work on Fridays: Teachers will be able to indicate on their application if they would like to work on Fridays. If a site has 0-3 teachers indicate yes, then all those teachers will be selected to work on Friday. If a site has more than 3 teachers indicate they want to work on Friday, then the three teachers will be chosen based on grade level.
- Up to three teachers at each site will be set-up to work Fridays (6/17, 7/1, 7/8, 7/15, and 7/22) based on their willingness to do so. If a teacher decides not to work on Friday, they may alert their administrator and their schedule will be changed to M-Th. Teachers who sign up to work Fridays for Summer Boost are guaranteed to work on Fridays, even if student attendance is low on those days. Teachers at Elementary Boost sites who work on Fridays will be assigned to support 3<sup>rd</sup> grade portfolio students who need additional time to work on their portfolio. Elementary Example: 1 teacher from K-2, 1 teacher from 3<sup>rd</sup> grade, and 1 teacher from 4<sup>th</sup> grade.
- **Lift Jax Summer Boost (Long Branch and Matthew Gilbert)**
  - Shall hire 6 classroom teachers for Long Branch and 2 classroom teachers for Matthew Gilbert. These positions shall be certified in K-6 for Long Branch and in Science for Matthew Gilbert and will have taught in their core area the prior school year. Deputy Superintendent will coordinate with Human Resources regarding the staffing of these positions.
- **African American History Summer Writing Program (Stanton College Prep)**
  - Shall hire 12 certified classroom teachers, with the priority given to teachers with certification in English and/or Social Studies. Deputy Superintendent will coordinate with Human Resources regarding the staffing of these positions.
  - The writing program will be offered for 3 weeks, Monday - Thursday (June 13<sup>th</sup> – June 30<sup>th</sup>). Teachers will work from 7:50 am – 3:10 pm.
  - Teachers who have previously taught the African American History Summer Writing Program will be given priority for placement over all other teachers if they meet the credentials established herein.
- **Middle School Credit Acquisition**
  - Shall hire up to 6 classroom facilitating teachers (with at least 1 teacher being an ESE teacher) per each of the six Summer Boost sites with a credit acquisition program (possible total of 36). These positions shall be certified in one of the four core academic content areas and have taught in their core area the prior school year. Summer Site Principals will coordinate with Human Resources regarding the staffing of these positions and determine the distribution of them by content area. Teachers will be accountable to the Summer Site Principal and the Principal for Virtual Instruction.
  - Shall hire 7 Virtual Lead teachers (6 for Middle and 1 for High) for the purpose of assisting each site in problem solving of the enrollment and use of the virtual curriculum and for support and coaching of the classroom facilitating teachers at each site. These positions shall be certificated in one of the four core academic content areas and have taught in the Virtual Instruction curriculum the prior school year. The Virtual Instruction Principal will coordinate with Human Resources regarding the staffing of these seven positions. Virtual Lead teachers will be accountable to both the Principal for Virtual Instruction as well as the Summer Site Principal.
  - All Middle School Credit Acquisition teachers will work on Fridays to ensure that students have enough time to complete their credit for promotion. Teachers have been informed of this and if they are unable to work on Friday, they will communicate this to

the administration. Proper coverage for the students will be coordinated by the school administration for those classes that have a teacher unable to work on Friday.

- Teachers at each site will be set-up to work Fridays (6/17, 7/1, 7/8, 7/15, and 7/22) based on their willingness to do so. If a teacher decides not to work on Friday, they may alert their administrator and their schedule will be changed to M-Th. Teachers who sign up to work Fridays for Credit Acquisition are guaranteed to work on Fridays, even if student attendance is low on those days. Teachers at Middle School Boost sites who work on Fridays will be assigned 6<sup>th</sup> and 7<sup>th</sup> grade students who will work on Study Island on the computer.

- **High School Credit Acquisition**

- Each high school shall hire 1 instructional staff member to facilitate the senior credit acquisition program (possible total of 21). High schools will receive an allocated amount of \$6000 to support the staffing of one instructional staff member at each high school. The instructional staff member selected for the summer position will be paid at their hourly rate until the allocated amount is exhausted. These positions shall be filled by a certified instructional staff member.
  - The application window for this program will remain open for High School teachers, only, to apply.

- **High School ACT Bootcamp**

- Each high school will hire two certified personnel to prepare students for the ACT assessment (June 11, July 16) during the summer. Teachers will be paid for 16 hours each week (32 total hours) at their hourly rate from June 6-9 and July 11-July 14. Each teacher will support testing strategies specifically within math and reading, and students will rotate between the two sessions.
  - The application window for this program will remain open for High School teachers, only, to apply.

- **Leave:** Employees electing to work the summer programs are expected to work on each scheduled day. In the event of an emergency, or illness, the missed workday will be leave without pay. Members of the Teacher bargaining unit working the full summer program shall accrue one (1) Sick Leave Day for the summer program, after working at least 20 days during the 2022 summer session. Members of the Para bargaining unit working in the half day model of the summer program shall accrue a half (.5) Sick Leave Day for the summer program, after working at least 20 days during the 2022 summer session. Members of the Teacher bargaining unit working in the half day model of the summer program shall accrue a half (.5) Sick Leave Day for the summer program, after working at least 20 days during the 2022 summer session. Members of the Para bargaining unit, working at least 20 days during the 2022 summer session, shall be credited with one (1) additional day of sick leave based upon the number of hours worked. The one (1) additional sick leave day shall be credited after summer school ends for members of the Teacher and Para bargaining units.

- **Pre-Planning/Professional Development:** In order to be employed for a summer program, all certificated personnel hired to work at one of the following summer sites must be available to attend the full pre-planning sessions. Certificated personnel must register for the professional development session in the Unified Talent (PowerSchool) site. The teacher Pre-Planning days for each program are as follows:

K - 4 Grade Summer Boost	June 8 – 9, 2022 8:00 am – 3:00 pm
5 – 7 Grade Summer Boost	June 8 – 9, 2022 8:00 am – 3:00 pm
Secondary Credit Acquisition	June 8 – 9, 2022 8:00 am – 3:00 pm
Elementary ESOL Summer Maintenance	June 8 – 9, 2022 8:00 am – 3:00 pm
Secondary ESOL Summer Maintenance	June 8 – 9, 2022 8:00 am – 3:00 pm
Summer Voluntary Pre-K (SVPK)	June 9, 2022 8:30 am – 4:00 pm
Extended School Year (ESY)	June 22 – 23, 2022 8:00 am – 3:00 pm
Lift Jax Summer Boost	June 8 – 9, 2022 8:00 am – 3:00 pm
African American History Summer Writing Program	June 8 – 9, 2022 8:00 am – 3:00 pm
Lift Jax Summer Science Boost	July 8, 2022 8:00 am - 3:00 pm

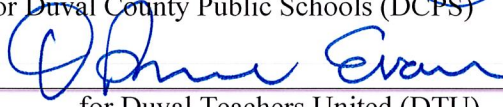
- **Summer Speech and Language:** District Speech Language Pathologists (SLPS) will be eligible to provide summer compensatory therapy based on seniority and most remote summer school hire date. When all other criteria are the same, the applicant with the most remote summer school hire date will be considered. If the need for SLPs exceeds the number of district staff applicants, contracted SLPs will be used to meet the requirement.
- **Summer Program Representatives:** District 10-month program representatives will be eligible for ESY teacher positions. Candidates will be selected based on seniority and most remote summer hire date.
- **Summer Occupational Therapy/Physical Therapy (OT/PT):** District Occupational Therapists and Physical Therapists will be eligible to provide OT and PT services based on seniority and most remote summer hire date. When all other criteria are the same, the applicant with the most remote summer school hire date will be considered. If the need for OT's/PT's exceeds the number of district staff applicants, contracted OTs/PTs will be used to meet the requirement.
- **Summer Job Coaches:** Job Coaches will be assigned to provide job-training activities during ESY. Candidates will be selected based on seniority and most remote summer school hire date. When all other criteria are the same, the applicant with the most remote summer school hire date will be considered.
- **Summer Resource ESY:** Resource Teachers (Art, Music, PE) will be assigned to provide summer enrichment activities during ESY. In the event the pool of eligible resource teachers has been exhausted, ESE certified teachers may be considered for vacant Resource positions. The candidate must have applied within the established application window.

- **Summer School Interpreters:** School Interpreters will be hired to provide sign language interpreting services for the Summer Boost ESY program. Candidates will be selected based on seniority.
- **Office Assistants:** Office Assistants will be hired to provide clerical support at all full-day Summer Boost programs. Candidates will be selected based on seniority. Office Assistants will be scheduled to work June 13, 2022 – July 22, 2022, for Summer Boost for 7 hours a day Monday-Thursday. Office Assistants at the host schools will be given priority for placement over all other Office Assistants.
- **Summer Audiologists:** District Audiologists will be eligible to work summer ESY and student evaluations based on seniority. If the need for audiologists exceeds the number of district staff applicants, contracted audiologists will be used to meet the requirement.
- **Compensation:** Employees serving in one of the identified positions during the summer programs will receive their regular hourly rate of pay based upon time worked outside of their regular work calendar.
- **Extended School Year:** In the event the need for highly specialized personnel (i.e., sign language interpreters, VI teachers, OT/PTs, nurses, etc.) exceeds the number of district staff applicants, Human Resources will reopen the application window to allow for the filling of identified ESY vacancies.

Further, it is understood that this MOU shall expire 8/15/2022

Signature   
 Victoria Schultz, Assistant Superintendent,  
 Human Resource Services  
 for Duval County Public Schools (DCPS)

Date 6/13/2022

Signature   
 for Duval Teachers United (DTU)

Date 6/14/2022

**Memorandum of Understanding  
Referendum Funded Pay  
United Office Personnel of Duval (UOPD)**

This Memorandum of Understanding (MOU) dated 4/27, 2023, memorializes the agreement between the Duval County School Board (DCSB) and Duval Teachers United (DTU) (herein collectively the Parties) for the express purpose of providing members of the United Office Personnel of Duval (UOPD) bargaining unit referendum funded pay for the fiscal year that runs from July 1, 2023, to June 30, 2024. The Parties agree as follows:

**Whereas**, DTU is the exclusive bargaining agent for the employees represented by the Union's bargaining group, for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment, and other conditions of employment; and

**Whereas**, on August 23, 2022, the voters of Duval County approved a Duval County School District Levy of an Ad Valorem operating millage of 1 mil annually (hereafter the Referendum), and


**Whereas**, the purpose of the Referendum is to attract and retain high-quality teachers and staff through additional compensation, enhance art, music and athletic programs, and provide proportionate funding for charter schools, in order to continue and sustain improvements in the quality of Duval County's school system, and

**Whereas**, DCSB desires to implement its additional compensation component of the Referendum by beginning paying its employee related referendum funded compensation beginning July 1, 2023; and

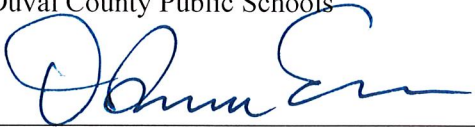
**NOW, THEREFORE**, the Parties agree as follows:

The per employee allocation for the Union less a benefit rate of 20.33% is \$3,382.23. The benefit rate includes the district's cost for Florida Retirement System (FRS) contributions, Social Security, Medicare, and Worker's Compensation. This will be paid as supplemental pay effective on July 1, 2023, or within two pay periods following Board approval of this MOU and ending on June 30, 2024. In the event pay begins later than July 1, the allocation will be prorated and reduced accordingly. Supplemental pay for employees who do not follow a 12-month work calendar will begin and end in alignment with their 2023-2024 payroll calendar. In the event the pay begins later than the start of their work calendar, the allocation will be prorated and reduced accordingly. In the event projections show that referendum funding will exceed district costs, the district may increase the per employee allocation. Employee pay is subject to employee withholding for income tax and the employee's share of Social Security, Medicare, and FRS.

**THE PARTIES RECOGNIZE**, the procedures of this Memorandum of Understanding are supplemental to existing agreements and will become effective following its execution by DTU, ratification by the Union's members, and approval of this MOU by the Duval County School Board. This MOU will expire on June 30, 2024.

Signature   
Victoria Schultz, Assistant Superintendent  
Human Resource Services  
Duval County Public Schools

Date 4/27/23

Signature   
For Duval Teachers United (DTU)

Date 4/27/23



## Memorandum of Understanding Truancy Officers – Voluntary Searches

This Memorandum of Understanding (MOU) dated, 9/14/22 memorializes the agreement between the Duval County School Board (DCSB) and Duval Teachers United (DTU) (herein collectively the Parties) for the express purpose of utilizing school-based Truancy Officers to serve at select secondary schools. The Parties agree as follows:

**Whereas**, DTU is the exclusive bargaining agent for the subject employees, commonly known as Truancy Officers, for the purpose of collective bargaining with respect to the rates of pay, wages, hours of employment, and all other conditions of employment; and

**Whereas**, DCSB desires to hire current truancy officers to serve limited hours at select secondary schools; and

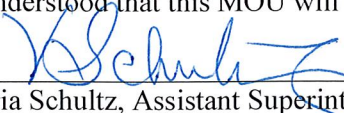
**NOW, THEREFORE**, the parties agree as follows:

School-based truancy officers can elect to volunteer to serve up to two hours per day at select secondary schools to conduct safety searches before school. The employees will work on days in which school is in session and students are in attendance. Only truancy officers that agree to work, will be eligible for the assignment. In order to be considered eligible for the assignment, the employee must meet the following criteria:

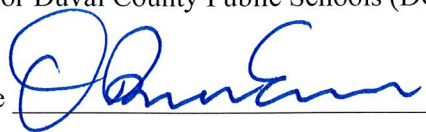
1. Candidates' current schedules must accommodate the identified work hours.
2. Candidates must be able to report to their current assignment on-time each day (barring an emergency or unavoidable occurrence).
3. Candidates must be current full-time DCPS truancy officers.
4. Candidates will be set-up on a multiple assignment for work that is beyond the scope of work for a Truancy Officer. The candidate will be compensated at a rate of \$17.00 per hour for working the multiple assignment.
5. Candidates will work one of the following shifts: 6:45 AM – 8:45 AM **or** 5:45 AM – 7:45 AM (in the event additional schools are selected for security positions, the above hours are subject to change).

With the understanding, the DCPS Truancy Officers are still mandated to work on the dates identified by the approved work calendar and scheduled hours at the regularly assigned work location. The Union recognizes that this is a limited work hours position for DCPS Truancy Officers.

Further, it is understood that this MOU will become effective on the 14 of September 2022.

Signature   
Victoria Schultz, Assistant Superintendent,  
Human Resource Services  
for Duval County Public Schools (DCPS)

Date 9/14/2022

Signature   
for Duval Teachers United (DTU)

Date 9/14/2022

## **Memorandum of Understanding Two-Factor Authentication**

This Memorandum of Understanding (MOU) dated October 18, 2022, is intended to memorialize the agreement between the Duval County School Board of Duval County, Florida (DCSB) and Duval Teachers United (DTU), (herein collectively *the Parties*) regarding the implementation of two-factor authentication.

**Whereas**, DTU is the exclusive bargaining agent for the employees in its bargaining unit for the purpose of collective bargaining with respect to wages, terms, and conditions of employment.

**Whereas**, the District is the administration of the DCSB and, pursuant to Florida law and DCSB policies, is authorized to exercise discretionary control over its operations; and

**NOW, THEREFORE**, the Parties understand and agree to the terms and conditions as follows:

K-12 organizations worldwide have been exploited by several new attack vectors. In an effort to circumvent attacks on the DCPS network, the district must move all user accounts into Multi-Factor Authentication (MFA). Effective November 1, 2022, district users will be required to use MFA when accessing district resources, including SharePoint, Webmail, and OneView. While this new security mechanism adds steps to access resources, it is necessary to maintain security.

Multi-Factor Authentication (MFA) uses two or more independent means of evidence (factors) to assert the identity of a user requesting access to an application or service. Two-factor authentication prevents a large portion of hackers from targeting user accounts. Should hackers target a DCPS user, they will need more than just the user's password. MFA is one additional layer to verify a user's identity before providing access to the DCPS network.

Microsoft's MFA product allows users to select several methods to verify an account, including the Authenticator App which can be installed on an iPhone, Apple Watch, Android device, or district-issued Allysa's Law devices.

MFA learns a user's normal behavior, and over time the requests to MFA will be less frequent, especially when the user is on a trusted device or network.

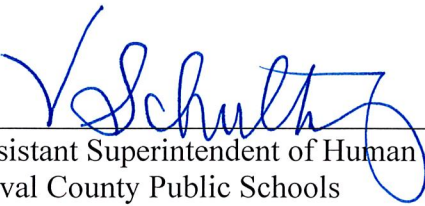
### **Implementation**

Effective November 1, 2022, the district is moving to two-factor authentication for all employees. Employees will be required to use a separate device from their district-issued laptop to verify their identity prior to accessing the DCPS system and applications.

As part of Alyssa Law, the district has offered a district device to each school-based employee. The district device is pre-loaded with the Microsoft Authenticator App. If an employee's district-issued device does not work, the employee should notify the ServiceDesk. Employees should turn on their district-issued device daily to receive important updates. If for any reason the district is unable to deploy a usable district-issued device, the district will issue a token for the employee to use as an alternative form of two-factor authentication. Any employee having problems accessing the DCPS network using two-factor authentication should notify the ServiceDesk.

Employees who do not elect to utilize the district device may install the Authenticator application or receive a text message on their personal cell phone device. The district will not reimburse employees for using their personal cell phone device.

**THE PARTIES RECOGNIZE**, the procedures of this Memorandum of Understanding are supplemental to existing agreements and will become effective following its execution by the DTU authorized representative and its approval by the DCSB.

Signature   
Assistant Superintendent of Human Resources  
Duval County Public Schools

Date 10/18/2022

Signature   
Duval Teachers United

Date 10/18/2022