

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

DUVAL TEACHERS UNITED

AND

DUVAL COUNTY SCHOOL BOARD

2020-2023

TEACHERS

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ARTICLE I - PURPOSE & RECOGNITION

A. Purpose

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

B. Recognition

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

Classroom Teachers: Nursery (A.P. Randolph), Pre-Kindergarten, Kindergarten, Elementary (1 - 5), Middle School (6 - 8), Senior High (9 - 12), Driver Education, Exceptional (Special Education), Remedial, Resource (All Art, Music, PE etc.), Instructional Dean, Vocational Technical, Office Education, Industrial Arts, Manpower and Diversified (DCT), Certified School Counselors; Occupational Therapists; Physical Therapists; Psychologists; Occupational Specialists; Media Specialists; Social Workers; ESE, Instructional and Admissions; Specialists (instructional and administrative) - Other Instructional; TV Instructors; Other Instructional (except Administrative Assistants); Physical and Occupational Therapists; and Interventionists (Academic and Behavioral).

The bargaining unit shall exclude:

Chiefs, Executive Directors, Directors, Supervisors, Coordinators, Community School "Coordinators," Principals, Vice Principals, and Assistant Principals, Administrative Assistants, Curriculum Assistants, and Administrative Deans are excluded unless otherwise designated by the Public Employees Relations Commission.

C. Spokesperson

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

D. Titles

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

E. Collective Bargaining Research Data and Related Materials

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

F. Definitions

1. Appropriate Administrator/Supervisor - The individual (administrator) having immediate administrative authority over the unit employee(s) and/or who serves as the ranking administrator at the work location.
2. Bargaining Representative--The bargaining representative shall mean the employee organization certified as the exclusive bargaining agent pursuant to and in accordance with all applicable provisions of Part 2, Chapter 447, Florida Statutes.
3. Bargaining Unit--That group of non-exempt employees determined by the DTU and approved by the Florida Public Employees Relations Commission, hereinafter called PERC, to be appropriate for the purpose of collective bargaining.
4. Collective Bargaining--The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written Contract with respect to agreements reached concerning the wages, hours, terms and conditions of employment, except that neither party shall be compelled to agree to a proposal or be required to make a concession unless otherwise provided in this part.
5. Collective Bargaining Agreement/Contract--That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.
6. Days--As referred to in the time limits herein, days shall mean working days.
7. Directives--Those administrative directives, memoranda, guidelines, and any other communication issued by the Board and/or Administration those 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.

G. Severability

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

H. Reference to Constitutional Rights and State Statues

Federal and State Constitutions, Florida State Statutes, State Department of Education and State Board of Education Rules, Public Employees Relations Commission Rules, rulings, and

decisions with respect to employee rights are incorporated and made a part of this contract. Both DTU and DCSB acknowledge their responsibilities to adhere to Florida Statute and other laws regarding matters that apply to this Agreement. In order to facilitate staff awareness of such laws, pertinent sections of law will be displayed on the HR pages of the District website.

I. Conflict with Law or Rules

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

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

J. Maintenance of Contractual Standards

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

K. Contract Supremacy

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

L. Post-Ratification Amendment

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

M. Common Language

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

ARTICLE II - MANAGEMENT RIGHTS

Management Rights

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

ARTICLE III - ORGANIZATIONAL RIGHTS

A. General Provisions

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

B. Meetings and Visitation

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

C. School Mailboxes and Bulletin Boards

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

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

D. Administrative Directives

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

E. Leaves - Duval Teachers United

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

F. Professional Leave Pool

1. The Employer shall establish a pool of professional leave time of forty (40) days with pay to be taken in increments of not less than one-half day for employees to participate in professional growth and educational opportunities including those made available by the D.T.U. and its affiliates. A maximum of twenty-five (25) days may be utilized by one bargaining unit.
2. Application for this professional leave shall be made by the DTU with a minimum of one-week notice, except in an emergency, with approval by the Employer. Such approval shall not be denied.

G. Time for Negotiations

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

H. Dues Deduction

1. The DTU will indemnify, defend, and hold the employer harmless against any claim made and against any suit instituted against the Employer on account of any check-off of union dues.
2. Upon receipt of a written authorization from an employee covered by this agreement, the Employer will deduct from the employee's pay the amount owed to the DTU by such employee for dues and its assessments.
3. It is understood that this provision will provide for 22 or 26 deductions per year for all covered employees as outlined in Appendix D. The Employer will remit to the DTU such sums as deductions are made to be implemented when the ACH system is functioning. There will be a one-month trial transfer period. An electronic copy of the deduction will be provided to the DTU within five working days. Changes in the DTU membership dues rate will be certified to the Employer in writing over the signature of the authorized officer or officers of the DTU and shall be done at least 30 days in

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

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

I. Membership Benefits Deductions

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

J. Organizational Exclusivity

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

K. Early Dismissal

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

L. Joint Union-Management Training Sessions

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

M. Public Address System Access

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

N. DTU Contracts

The Bargaining Agreement will be made available on the District SharePoint. 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 Resource Services (and at the same cost to Human Resource Services) in order to print contracts. DTU will pay for the cost of printing contracts.

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.

P. Reports

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

ARTICLE IV - GOVERNANCE AND OVERSIGHT

A. Shared Governance

1. The Employer and the DTU agree that the improvement of students' learning is of primary importance. In order to maximize the potential for effective curriculum, instruction, and other learning-related functions, and in order to maximize effectiveness of employees, the Employer and DTU jointly support the process of Shared Governance and the employee's right to participate in this process. We agree that it is the best system yet devised to ensure 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. Each school plan will provide for a democratically elected, functioning Shared Governance Committee. One of the Committee's functions is to oversee all other school committee/team proposals requiring staff consensus in order to ensure the shared governance process. The Shared Governance Committee shall not oversee any decisions that are purely managerial in nature. 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. Proposed, individual schools' budgets, including projected budgetary funds for the school, in hard copy form, 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.

Additionally, all schools must submit a written document to Human Resources that reflects the school's agreed upon plan for distributing Florida School Recognition Program bonuses, in the event the school becomes eligible for such funds the following year. The plan will be developed through the shared governance process. The approval of the plan will be a collaborative effort between the school's staff and School Advisory Council (SAC) as required by state law. The school staff shall provide input on the plan from its inception to the agreement on the final plan. Schools are encouraged to submit plans to Human Resources by May 1st of each school year in the event that the school may qualify for an award distribution in the next school 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. **Waiver**
The parties encourage the use of this waiver procedure for implementing school improvement plans, and developing creative teaching methods. Examples of the types of proposals which may be made through this process are, flexible scheduling of students and employees, provisions for early release of students, establishing of time for conducting in-service, conferences, and professional planning.

Waiver Process

- a. Any school applying for a waiver of specific contract language must have faculty consensus through their Shared Decision Making process.
 - b. The consensus reaching process must be identified in the school's Shared Decision Making plan.
 - c. The DTU must have on file an updated Shared Decision Making plan by November of each school year.
 - d. Any requests for waivers must include the minutes of the meeting addressing the waiver along with sufficient documentation of consensus.
 - e. All waivers must be submitted to the Region Chief and to the Contract Waiver and Oversight Committee (See Contract Waiver and Oversight Committee).
 - f. Contract waivers shall be reviewed and approved by the DTU Executive Board or 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.
7. **Paperwork**
 - a. **Site-Based Paperwork**
 - (1) Any site-based paperwork (hard copy or electronically sent) including items such as forms, reports, lists, etc., generated for completion by teachers, is to be developed through the shared governance process so that input may be provided.
 - (2) Any existing site-generated paperwork is to be reviewed annually through the school shared governance process to determine whether or not it is to be maintained.

- b. District-Based Paperwork
 - (1) District-based paperwork will be reviewed twice a year by the DTU/DCSB District Reports and Forms Management Committee for relevance. Every effort will be made to receive feedback from schools to identify forms in use at the schools. Decisions on paperwork expectations (written or electronic) are to be guided by the amount of time available for completion during the employee non-instructional workday.
 - (2) The District Reports and Forms Management Committee will also review paperwork being required at the school level for purposes of reducing teacher paperwork.
 - (3) Identifications of Forms – The district and DTU have collaboratively identified those workload documents/forms which shall be required for use by all districts. Only those district approved forms, which shall be identified and marked as DCSB forms and made available on the district’s SharePoint site, shall be required by teachers at any district school. The initial number of required forms shall not exceed twenty (20), inclusive of all elementary and secondary forms. No one level, elementary or secondary, shall have more than ten required forms. Other optional forms shall be provided but not required. Schools may utilize the waiver process to approve other forms on a school-wide basis.
 - (4) Addition of Subsequent District Forms –Prior to approval of any additional required, DCSB forms, the district shall first consult with DTU and shall provide the rationale, authority (i.e., federal/state requirement, Pupil Progression Plan, etc.) and proposed method for training teachers in the use of the newly required form. DTU shall be provided a reasonable opportunity to provide input in the forms format prior to implementation.
 - (5) Training – The parties shall jointly develop training for teachers and school-based administrators on the use of requirements of the approved forms prior to requiring teachers to implement them. Training shall occur at the district or school level during work hours at no additional compensation to teachers. Any training occurring after work hours or during the summer shall be voluntary and compensation shall be negotiated by the parties.

- c. ESE Paperwork
 - Paperwork required by the MTSS Team or IEP Team is not governed by this article.

- 8. Shared Decision-Making Facilitation
 - DTU and the DCSB will jointly provide representatives to schools needing assistance in reaching consensus (through shared decision-making) on additional school-wide action to be taken to improve declining student achievement. Facilitation will occur based on mutually agreed upon concerns involving contract language where improvement of student academic progress may be impacted as follows:

- Every avenue has been exhausted to work within the parameters of the contract (i.e., Issues have been addressed through professional activities during administrative directed time such as early release days, in-service day, faculty meetings, afternoon of quarterly planning days, etc.) and
- Consensus can't be reached through all the available options offered through the Shared Decision-Making process (consensus building, waivers) and
- Further steps may need to be taken in schools that need to improve student progress. Schools will be addressed on a case by case basis.

B. Contract Waiver and Oversight Committee

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

Contract waivers must be reviewed and recommended by the Region Chief 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 re-opener negotiations. The continuation of any such waivers or approvals will be considered by the collective bargaining teams.

C. Committee Appointments and District Committees

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

Therefore, the following committees and task forces, described in this contract (the

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

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

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

2. Description of District Committees

a. Sick Leave Pool Committee

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

b. Insurance Committee

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

c. District Reports and Forms Management Committee

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

d. Duval Professional Development Advisory Council

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

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

e. Safe Schools Task Force

The parties agree to establish an ongoing Safe Schools Task Force for the duration of this contract, in an effort to resolve/establish the following

charges, including, but not limited to:

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

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

f. New and Innovative Programs Committee

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

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

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

g. Shared Governance Committee

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

h. CAST Monitoring Committee

A committee comprised of equal number of DTU staff and DTU selected teachers and DCPS school and district administration that makes

recommendations to the Collective Bargaining Teams for changes/adjustments in the CAST evaluation system.

D. Turnaround Schools

The parties agree that the District designated Innovation School Improvement (ISI) will continue to struggle as low performing schools without a systematic approach for supporting and providing resources to these schools. During the term of this Agreement, the parties agree to form a working group that, in conjunction with the ISI Planning Group, will identify common barriers to reform that may be addressed in this Agreement. After mutual agreement through the bargaining process, decisions will be reached on how to best address the identified contract language. Possible solutions may entail a Memorandum of Understanding, removal or modification of identified contractual provisions, maintenance of provisions, or approving waivers, as needed, to better facilitate the work in these schools.

ARTICLE V – TEACHER’S 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. Discipline and Discharge

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

Employees may be suspended with pay. Employees may be suspended without pay only for just cause and only by action of the School Board pursuant to Florida Statute 1012.335.

When it is necessary for administrative staff or the Duval County School Board Police Force to take immediate disciplinary action against an employee during the workday, every effort shall be made to ensure that the employee is removed by administrative staff or the Duval County School Board Police in a discrete manner so as not to expose the employee, students, and colleagues to unnecessary duress.

C. Progressive Discipline Policy

1. No appropriate administrators/supervisors shall 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 initially 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 lessor 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 are not limited to) the following:
 - Potential harm to the physical or mental wellbeing of a student, or students
 - Aggressive behavior and/or use of physical force or use of aggressive force that exceeds what it reasonable to protect self or others from harm
 - Failure to manage student behavior in class or while on campus
 - 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).

- (1) Step I – Verbal Reprimand
 - The verbal reprimand is documented as employee discipline, however, no written memorandum is placed in personnel file
 - (2) Step II – Written Reprimand
 - (3) Step III – Suspension without Pay
 - (4) Step IV – Termination
- For the purpose of this process, a verbal warning is not considered part of the disciplinary 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 administrators/supervisor and to the Chief Human Resource Officer.

11. For disciplinary 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. Employees must be provided a reasonable amount of time for retraining (when possible) and assistance through the Growth Plan Process.

D. Harassment

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

E. Personnel Files

1. Personnel files of members of the bargaining unit shall be maintained in accordance with Florida Statutes. Employees shall have the right to place written materials, such as commendations or summaries of achievements of noteworthy nature, in their personnel files.
2. When a request is made for access to an employee's personnel file under the Florida Public Records Law by any individual other than those authorized by Florida Statutes, the employee shall be notified at the employee's work location.
3. Except for materials pertaining to work performance or such other matters that result in discipline, suspension or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.

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

F. 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.

G. Student Discipline

1. Teachers and administrators should work together in a mutually supportive manner to maintain proper student conduct. Each teacher shall have the right to promulgate and have enforced reasonable rules of classroom conduct which apply to students while in that teacher's class. Such rules shall not conflict with Employer, school rules or Code of Student Conduct.
2. Any teacher shall have the right to send a student to the office, with a written explanation or referral, whenever the student is involved in an incident contrary to the established rules of Code of Student Conduct Code. The teacher will notify the office immediately when this action is taken.
3. To assist in the investigation of a serious incident, the teacher shall submit to the office a written account of the matter not later than the end of the school day on the day of the disturbance, unless impracticable.
4. The principal or his designee shall confer with the teacher regarding possible corrective action prior to the student's return to the classroom.

5. The teacher will receive from the principal or his designee an explanation of the steps taken along with any suggestions for working with the problem. Such explanation and suggestions shall be verbally or in writing if requested.
6. The teacher shall have the right to again send the student to the office whenever the student is again involved in a classroom disturbance.
7. In addition to the district-wide Code of Student Conduct, school rules shall be developed and reviewed as necessary by a committee made up of the school principal and teachers.
8. A continuous statistical record of student discipline cases will be maintained in a place and manner available to all staff to use as a basis for recommendations for administering discipline and the periodic revision of the school rules for conduct.
9. If a teacher is concerned with the manner in which behavioral problems are being adjusted, the matter shall be discussed in private with the appropriate administrator.

H. Disruptive Students

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

I. Reporting

1. General Reports

- a. Employees shall be given reasonable time to prepare and submit required reports.
- b. Nine-Week Grades
Employees shall not be required to submit nine-week grades until 12:00 noon on the planning day for that grading period, excluding the fourth nine (9) week period. In order to assist employees with completing grades, every effort shall be made not to schedule meetings before 1:00p.m. on these planning days on which grades are due.
- c. Teachers in special scheduling configuration schools will be given at least 48 hours' notification for submission of grade gathering documents when due before scheduled planning days. Every effort will be made not to schedule meetings or training during the week when grades are due in these schools to afford these teachers the time to complete grades.

2. Grades

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

So that parents and students shall have access to grades in a timely manner in order to track academic progress, teachers shall place grades into the electronic gradebook system in a timely manner, but in no way more than ten school days, of the assignment due date or the administration of the exam.

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

J. Personal Rights

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

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

K. 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.

L. 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, and the child meets any established eligibility criteria.

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

M. Lesson Plans

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

N. 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.

O. Teaching Out of Field

Per Board Policy, teachers may be required to teach out of their certification area of

instruction (out-of-field) according to the following procedures, if asked to teach out of field, teachers must agree to consent by signing the district's Out-of-Field Statement of Understanding and Agreement form. This document includes: a teacher consent statement to teach out-of-field; the methods by which the out-of-field requirement must be satisfied; and acknowledgment that the teacher must assume responsibility for all costs associated with meeting the out-of-field requirement. The form must also contain timeline information for meeting requirements as well as the employment consequences if the requirement is not met. This form is to be explained by the principal and signed by the teacher prior to out-of-field placement and instruction. Copies of the signed document will be provided to Human Resources and the teacher.

P. Computer Monitoring

The Employer must advise the employee in writing or electronically, that they have the ability to monitor (real-time audio/visual feed) the employee while using their district-supplied computers and other electronic devices during use of district technology, software, and networks.

Q. Safety

a. Office Coverage Procedures

Response to any call for assistance is to be provided in a timely manner.

School procedures are to be created so teachers know whom to call for classroom emergencies. The plan should include contingencies. Every effort will be made to ensure that the office is staffed at all times to respond to emergency calls.

b. Employee Re-Entry to the School from Multiple Entrances

Each school will devise their own plan through the shared decision-making process that provides for procedures to ensure that employees are able to reenter the school through outside doors from the playground and other areas that do not provide for normal entry.

c. Occupational and Physical Therapists, as well as, resource teachers are to be included in the plan to ensure routine access to the building and to individual classrooms, especially in emergency lock down situations.

R. 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 voluntarily seeking 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 employee 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. Among other things, such facts and inferences may be based upon:
 - (1) Observable phenomena while at work, such as direct observation of drug use or of the 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 operating the employer's vehicle, machinery, or equipment.
2. The employer may require an employee to submit to drug and/or alcohol testing under any of the following circumstances:
- a. Whenever at least two (2) 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, 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

releasable upon completion of the investigation where allowable by law.

3. Testing Procedures and Results

No later than five (5) working days after receipt of a positive confirmed 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:

- 1st 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.
- 2nd 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 procedures regarding the timeline and protocols for notification of discipline recommendations to the employee or his/her representative.

Discipline actions 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 employees' 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 the district receives alcohol or drug positively confirmed test results of the employee's impaired status.
- Impairment at work, as set forth in Article V, Section Q, shall be considered misconduct in office for purposes of progressive discipline. To allow for the employee to receive support through EAP and treatment 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 Collective Bargaining Agreement.

6. Cost

The employer will pay the cost of any laboratory tests, physical examinations or tests required by this article as well as transportation to and from any facility.

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.

ARTICLE VI - EMPLOYMENT CONDITIONS

A. School Calendars

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

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

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

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

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

B. Holidays

A calendar shall be negotiated by the parties.

C. Work Year

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

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

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

2. 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, and terms and conditions of employment of any members of the bargaining unit shall be negotiated prior to implementation.

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

D. Continuous Service/Resignation

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

After this time, the Employer may elect to rescind the resignation if no less than satisfactory marks were received on the last formal evaluation and the position has not been filled;

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

E. Employee Workday

1. For the 180 student-contact days, the employee workday shall be seven and one-third hours, including lunch time on campus. If reports or other assignments are given to teachers, the scope shall be that they can reasonably be completed during the workday. All other workdays shall consist of seven hours on campus. Whenever the Employer determines the need to alter the starting and ending times of the school day to accommodate transportation requirements or other contingencies, the reporting times for employees shall be adjusted accordingly. Under normal circumstances, high school teachers will not be required to report more than ten (10) minutes before or remain more than twenty-five (25) minutes after the school day, nor shall the workday as defined in the Agreement be lengthened as a result of such alteration. Under normal circumstances, middle school teachers will report twenty-five (25) minutes before the school day, and remain ten (10) minutes after the school day.
2. A daily lunch period free from assignment shall be provided for all regular full-time employees. Every effort will be made to provide a thirty (30)-minute employee lunch period; however, the length of the lunch period free from assignment shall be no less than that provided to students in the employee's assigned school. The lunch period free from assignment shall be guaranteed to each employee except in the case of a clear and definite emergency. In any school not provided a thirty (30)-minute employee lunch period, the faculty may submit to the principal a thirty (30)-minute lunch-period plan for his/her consideration. Teachers may leave the campus during the thirty (30) minute lunch period, with prior approval of the principal or designee. Teachers may take one hour for lunch on planning days.
3. Employees may be required to attend up to twelve (12) faculty or in-service meetings each contract year; the total time for all such meetings shall not exceed eighteen (18) hours of employee time per contract year.

This time may be used in increments of thirty (30) minutes, up to a maximum of ninety (90) minutes during any workday. These meetings (up to twelve (12)) may be

held before or after the student day. Meetings held before school shall begin no more than sixty (60) minutes before the student day and may not exceed sixty (60) minutes in duration. Meetings held after the student day shall begin immediately thereafter. No faculty meeting shall exceed ninety (90) minutes.

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

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

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

4. Employee attendance at all assignments or meetings, other than during the regular campus workday and/or faculty meetings, shall be a professional responsibility, but at the option of the individual employee; except that employees shall be required to attend an open house for parents and up to a maximum of two (2) other assignments or meetings during the school year. (i.e. PTA meetings, graduation, orientation outside the workday, parent/family nights, academic subject nights, etc.)
5. A schedule of yearly evening activities is to be created through the Shared Governance process during pre-planning with notated mandatory attendance activities for teachers. The schedule will be made available to teachers at that time. In the event a change is needed, administration will work with Shared Governance to collaborate on changes.
6. Employees may not be required to check their DCPS email more than 2 (two) times daily, once at the beginning and once before the end of the workday. Administration is to alert teachers regarding any quick response emails in advance of the end of the workday. Employees will respond to any quick response emails prior to the end of the workday. Employees will not be held responsible outside of the work day for reading or responding to emails sent before or after the workday or on non-workdays. Employees are not required to use their cell phones for work.
7. Tardy Policy

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.

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

F. Summer-School Workday

The summer-school teacher's workday shall vary based on program and student needs.

The workday for members of the bargaining unit employed in "summer writing" positions shall be six (6) hours including lunch.

The workday for ROTC instructors participating in a summer camp who supervise students full time at the camp will be 7 ½ hours.

G. Four-Day Week/Flexible Work Schedules

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

H. Teaching Load

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

I. Teaching Preparations

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

In secondary schools, within a department, every effort shall be made to schedule so that all members of that department will teach at least one (1) class of their choice and every effort

shall be made to minimize and/or reduce the number of preparations each member of the department shall have.

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

1. The teacher consents to teach more than specified above, or;
2. The above limitations to any particular teacher(s) would create an unusual difficulty in scheduling within a school or create unusual hardships on students.

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

Employees at each school shall not be required to teach six (6) periods, with the exception of Secondary Schools with seven (7) periods, without Employer action. Should such action be taken by the Employer, the Employer agrees to negotiate salary and working conditions for the additional period prior to implementation.

J. Class Interruptions

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

K. Summer School

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

1. All teachers placed in a summer academic program must meet all certification requirements or licensed as applicable.
2. All teachers placed in a summer academic program must have at least an overall Effective evaluation for the current year. If final summative evaluations are not available, eligible teachers must have a Principal Evaluation score of 50 or greater and not have an Unsatisfactory rating in Domain 3, Instruction or multiple "Unsatisfactory" ratings in any other area.
3. Teachers placed in a summer academic position must have experience in producing learning gains for students identified as Level I or Level II. Percentage of students moving out of the lowest tiers in Achieve 3000 (grades 4-10) and iReady (Reading – grades K-3, Math – grades 4-10) shall be used to determine learning gains when state data is unavailable.
4. Teachers at the host schools will be given priority for placement over all other teachers if they meet the credentials established herein.
5. For secondary school applicants, the teacher must have taught in the subject area in the year immediately preceding the summer term.
6. 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 credentials established herein.
7. Teachers currently teaching in 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.

L. Appearance

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

M. Clean and Safe Conditions

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

As used in this section, the terms `safe' and `safety' as applied to any employment or place of employment 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 to be placed under the control and management of an outside agency, employees shall not be required to serve as security personnel.
3. In the event of a bomb threat, employees shall not be required to re-enter an evacuated building to search for a bomb.
4. Employees shall not be required to serve as security personnel for the purpose of the search and/or seizure of unauthorized goods brought into a school by students.
5. Tobacco Free Schools
In order to safeguard the health and safety of employees and students, the use of tobacco products at any school site is prohibited. "School site" shall be defined as any building used for pupil attendance, or part thereof, and the grounds upon which such building is located. "Tobacco products" shall be defined as all lighted tobacco products, including but not limited to cigarettes, cigars, pipe tobacco, 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.
6. A committee, with joint membership from DTU and DCPS, will review the existing District Crisis Management Plan to determine if it addresses the current safety concerns of employees.

N. Field Trips

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

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

Teachers on approved field trips will not be considered on leave and will not be required to file leave forms using their accumulated leave, but must submit leave form for Temporary Duty Elsewhere (TDE).

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

O. Salespersons

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

presentation is in conjunction with any other meeting, it shall be scheduled at the end of the meeting.

P. Student Transportation

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

Q. Medical Examination

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

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

R. Elementary Relief Break

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

S. Teaching Supplies

Members of the bargaining unit shall not be required to furnish supplies/equipment at their own expense. In addition, the employee shall not be required to furnish materials for the implementation of District or school instructional mandates. It is the Employer's responsibility to provide teachers with the required materials to properly implement the district curriculum. Teachers are not to be penalized on their evaluation for not implementing activities where materials needed are not provided by the Employer.

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

- T. Interns
Any employee with three (3) or more year's satisfactory experience shall have the right to request the assignment as supervising employee for an intern, or any other preservice student and the right to recommend the non-assignment of interns.

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

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

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

- V. Check-In Procedure
As professionals, teachers are expected to devote to their assignments the necessary time to fulfill their responsibilities. They, however, shall not be required to use time clocks but will be required to sign in and out during the normal workday. However, the purpose of check-in is to determine an employee's presence in the building. Signing in shall be defined as initialing the check-in form. If work location has a badging system, the teacher must use their own badge to check in and out each day.

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

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

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

- Y. Resource Teachers
1. Resource teachers in the areas of art, music, and physical education shall be regarded as regular classroom teachers and shall have the same responsibilities as any other teachers in the area of discipline.
 2. Every effort shall be made to place all resource teachers (art, music, physical education, media, etc.) in schools before any other person is employed for those positions.

3. Elementary resource teachers in the areas of Art, Music, Physical Education, and Media shall:
 - a. be a part of the School Resource Scheduling Committee involved in the creation of school resource schedules for their respective subjects.
 - b. be provided transition time of at least 5-10 minutes between classes on the resource schedule.

Z. Exceptional Education Teachers

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

Teachers of exceptional education classes may request articulation of students assigned to their classes. Such requests shall be according to the Duval County Exceptional Student Education Admissions and Placement Procedures.

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

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

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

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

AA. Curriculum and Assessment Writing

(1) Eligibility Criteria – Instructional staff who meet the following criteria shall be eligible to apply as a Curriculum Writer:

- a. Team Leader – Employees eligible to serve as a Team Leader must (1) have at least an Effective Summative Evaluation for the prior academic year for which evaluation results are available, (2) have worked within the past three years and have at least 3 years' experience in the academic area/subject in which they will serve as a Curriculum Writer and (3) have consent from his/her Principal or Immediate Supervisor.
- b. Team Member – Employees eligible to serve as a Team Member must (1) have at least an Effective Summative Evaluation for the prior academic year for which evaluation results are available, (2) be currently working and have at least 1 full year experience in the academic area/subject in which they will serve as a Curriculum Writer and (3) have consent from his/her Principal or Immediate Supervisor.

- (2) Work Schedule – If selected as a Team Leader or Team Member, the employee must agree to work after normal work hours, on weekends, and during Spring Break as needed. Payment shall be provided for work performed during non-work periods only.
- (3) Diversity – As set forth in the School Board Policy 1.22, Equity, the District will balance curriculum (including state and federal mandates) and instruction in our schools to accurately reflect our demographics. As such, the composition of the Curriculum Writers shall reflect the diversity of the workforce and representation from all geographical areas of the community.
- (4) Compensation – As fair and just compensation, Curriculum Writers shall be paid an hourly rate of \$30.00 per hour for work performed. Payment shall be conditioned upon satisfactory completion of deliverables and submission of timesheets reflecting work performed by the dates provided to each Curriculum Writer. Team Leaders shall be eligible to work a maximum of one hundred (120) hours during the school year. Work will be assigned based on needs of individual courses and shall be allocated to ensure equity within the team. Notwithstanding the foregoing, the hours set forth herein are the maximum hours allowable and do not reflect an entitlement to work a set number of hours. Compensation made shall be considered salary for the purposes of the Florida Retirement System and shall count towards retirement.
- (5) Existing contractual provisions will be followed in all other areas.

BB. Resource Periods and Planning Time

The Employer and the DTU agree that adequate planning time is important to the improvement of the quality of education and should be encouraged and focused on professional activities. Professional activities, for the purpose of this article, include teacher initiated activities such as individual and common planning, preparing for instructional and other classroom activities, classroom organization, collaborative planning, beginning teacher activities, observing model classrooms, school improvement and other committee work, tutoring, research, academic counseling of students and parents, communicating student academic progress to parents, supervision of students, developing individual education plans (IEP) for students experiencing academic or behavioral problems, peer teacher programs, coordinating follow up academic assignments for student absentees due to illness or assignment to hospital home-bound or other special programs, i.e. ISSP.

1. School principals should form a teacher resource scheduling committee that includes resource teachers or some other method of receiving and discussing input from classroom, resource, and ESE teachers when developing the resource teacher schedule. Because of the implementation of the extended day kindergarten, kindergarten classes should be given the same time allotment consideration as other primary classes when developing classroom resource schedules at individual schools. The schedule must include planning time for each teacher in accordance with the following requirements.
2. Elementary Schools
 - a. Elementary teachers shall not be required, except as part of a professional development plan, to accompany their students during periods when the

students are being taught by a certified resource teacher (art, music, physical education, media, etc.). Such periods shall be used for professional activities as defined in this article.

- b. The school day shall be scheduled so as to normally provide all classroom teachers, including Pre-K teachers, ESE, etc., forty (40) minutes for professional activities before the student day begins, within the current workday.
- c. Resource teachers (including Art, Music, Physical Education and Media Specialists, shall have forty (40) minutes of scheduled planning time daily, before the student day or if not possible its equivalent in larger blocks of time throughout the week, in addition to lunch.
- d. Academic Coaches, Certified School Counselors, and Behavioral and Academic interventionists shall have forty (40) minutes of scheduled planning time daily, if not possible, its equivalent in larger blocks of time throughout the week, in addition to lunch.

3. Elementary Common Planning

- a. Effective 2015-2016 each elementary teacher, (including Art, Music, Media, Physical Education, Coaches, ESE and Certified School counselor) shall be provided a minimum of two resource/planning periods per week of not less than 45 minutes.
- b. One of the planning periods each week shall be used for administratively directed professional activities and one shall be used for teacher initiated professional activities. Such resource/planning periods shall be in addition to the non-student planning time before the student day.
- c. Additional resource periods, if any, shall be used for teacher initiated professional activities, unless otherwise approved by the waiver process.
- d. By May 15 of each year, the principal shall engage the school's Shared Decision Making Team (through the Shared Decision-Making process), to include representation from the school's resource teachers, regarding the use of the administratively directed time and shall submit a plan to the district's Human Resources department indicating how the time will be used.
- e. The district shall provide each school with funds to hire supervisory personnel to cover teacher duty during planning time before school and stand cafeteria duty. When the school's supervision schedule requires teachers to rotate after school to cover student dismissals, such schedules shall be made in an equitable manner, on a rotating basis, and shall include all instructional personnel.
- f. If the district's budget allocation for a given academic year falls below the minimum of two resources per week and PT funding for personnel to cover morning and cafeteria duty, this provision shall not be in effect.
- g. If teachers are assigned morning duty, this provision shall not be in effect.

4. Secondary Schools

- a. In secondary schools that have an A/B schedule with 90-minute periods, each teacher, including Media Specialist, ESE, interventionists, etc. shall be provided four 90-minute planning periods each week for teacher initiated professional activities. Professional activities, for the purpose of this article

include, but are not limited to, teacher initiated activities such as individual and common planning, preparing for classroom instructions and activities, classroom organization, collaborative planning, professional learning community activities, beginning teacher activities, observing model classrooms, school improvement and other committee work, tutoring, research, academic counseling of students and parents, communicating student academic progress to parents, supervision of student, developing individual education plans (I.E.P.s) for students with disabilities, peer teacher programs, coordinating follow up academic assignments for student absentees or ISSP. Additionally, one 90-minute planning period each week shall be used for administratively directed professional activities.

- b. In secondary schools with a straight seven (7) period day, each teacher, interventionist and ESE teacher shall be provided one planning period of equal value to each instructional period each day for teacher initiated professional activities, except as provided below. One planning period every other week shall be used for administratively directed professional activities.
 - c. Academic Coaches, Certified School Counselors, and Media Specialists shall have the equivalent scheduled planning time daily as teachers, if not possible, its equivalent in larger blocks of time throughout the week, in addition to lunch.
5. Certified School Counselors (See statute 1012.01 – Student Personnel Services):
- a. Certified School Counselors shall receive the same amount of planning and common planning time provided for other Elementary, Middle School, or High School classroom teachers within the same school.
 - b. Certified School Counselors serve as student support personnel. Unlike elementary resource teachers of Art, Music, and P.E who are responsible for full time instruction, their job responsibilities include additional state mandated requirements. Certified School Counselors are expected to conduct classroom counseling lessons, but should not be included in year long/semester schoolwide classroom resource schedules.
6. Occupational and Physical Therapists
OTs/PTs shall have forty (40) minutes of scheduled therapist directed planning time during the work day (or its equivalent in larger blocks of time throughout the week), in addition to lunch.
7. Where supervisory services must be provided in a school, (outside the time periods outlined above) duties shall be assigned in a fair and reasonable manner, which may necessitate rotating duties to assure equitability of assignments.
8. Because the parties acknowledge the importance of allowing teachers to have sufficient instructional time with students, and sufficient planning time, any teacher volunteering to prepare special/decorative materials for the school shall only be required to use class time or planning time for such activities where a class is specifically organized and students are given credit for that purpose.
9. Pre and Post-planning

The parties acknowledge that some organizational meetings during pre-and post-planning are necessary. However, to the greatest extent possible, pre and post-planning time shall be reserved for teacher- initiated individual and group planning.

CC. Dual Enrollment

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

DD. 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)

EE. Child Care Programs

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

FF. Traveling Teachers

Traveling teachers are those who are not assigned a dedicated classroom of their own due to limited space. If traveling is necessary within a subject area, traveling status should be rotated. In order to facilitate optimum conditions for instruction, traveling teachers should, to the greatest extent practicable, be provided the following:

1. A quiet, secure space that contains a desk and filing space;
2. Storage space within the classrooms used for instruction;
3. A designated bulletin board and/or chalk or white board in the classrooms used for instruction;
4. An appropriate cart to transfer materials;
5. Supplies needed for instruction to the same extent as other teachers and those unique to traveling teachers.

GG. Self-Reporting

As required by the provisions of State Board of Education Rule 6A-10.081, The Principles of Professional Conduct of the Education Profession in Florida, and Florida Statutes, professional employees, non-instructional and contractual personnel who have direct contact with students or who have access to or control of funds are required to self-report within forty-eight (48) hours to his/her immediate supervisor or the Office of Equity and Inclusion/Professional Standards any arrests/charges involving the abuse of a child, the sale and/or possession of a controlled substance or any disqualifying offense. Such notice shall not be considered an admission of guilt nor shall such notice be admissible for any purpose in any proceeding, civil or criminal, administrative, or judicial, investigatory, or adjudicatory. In addition, self-reporting shall also be required for any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment.

HH. Relocating Teachers to Different Classrooms

DTU and DCPS recognize the need to relocate teachers to different classrooms from time to time. Both parties agree, however, that relocation places a hardship on teacher time. Teachers' classroom assignment may be moved when necessary, (i.e. change in grade levels, safety issues, school construction, change in content, student need, etc.).

ARTICLE VII - ASSESSMENT / PROFESSIONAL DEVELOPMENT

A. Employee Evaluation

1. The Employer standards, procedures, and forms for evaluation of a teacher are cited in the Collaborative Assessment System for Teachers (CAST), which is the agreed upon evaluation tool for teachers. The CAST manual is incorporated into the Collective Bargaining Agreement by reference. The CAST Manual shall not be modified without appropriate collective bargaining. Each principal or evaluation supervisor will be provided with copies of the forms and Employer standards and procedures to be used in employee evaluation.
2. The standards, procedures, and forms shall be made readily available to all members of the bargaining unit and shall be explained by the evaluator upon request.
3. All members of the bargaining unit shall receive in-service on standards, procedures, and forms relating to the formal assessment instrument by which they will be evaluated.
4. Both the employee and the principal/supervisor will assume responsibility to ensure that observations, observation conferences, and evaluation conferences are scheduled and completed. Barring any emergency situations, the principal/assistant principal/supervisor will initiate the teacher evaluation process and ensure they are completed and submitted by the contractual due date. The formal evaluation form will be signed by the evaluator who shall be an administrator, supervisor, or managerial employee.
5. Prior to any final unsatisfactory rating, the Principal/Supervisor shall follow the procedures set forth in the CAST Manual.
6. The official evaluation form shall provide the option for comments by the member and an opportunity for the member to describe the learning environment of the classroom including but not limited to class size, number of preparations, learning level or grouping of students, and a record of contributions the member makes to the school program beyond the regular teaching assignments. The employee may attach other comments to the form or send the comments directly to the Division of Human Resource Services.
7. A copy of the official evaluation, as intended to be placed in the assessment file, shall be provided to each employee at the time the signature of the member is affixed.
8. Continuing Evaluation CAST Committee
A CAST committee with equal representation from the district and DTU will be responsible for reviewing and recommending revisions to the assessment system, including training, on an annual basis.

B. Beginning Teacher Program

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

Funding shall be allocated to provide substitutes for up to 4 days for each school year, for the release of beginning teachers and/or mentor teachers participating in the program. Two of the four days should be allocated for each beginning teacher to attend required trainings hosted by the district that are to be completed within the first 45 days of hire as part of the program. Teachers will register for these two days via the district's professional development platform and secure a substitute using two of the four TDE days. The additional two days are to be assigned by the principal to be used to observe other teachers, counsel, and to support other Beginning Teacher Program activities required by Florida.

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

C. In-service Programs

1. Stipends

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

2. Faculty Meetings After Regular Duty Hours

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

3. Release Days

When release days are provided in the calendar by the Board for in-service, employees' total planning time, including pre- and post-planning, shall not be materially reduced because of the implementation of the release days. The Professional Development Plan referred to in #2 above shall include plans for the professional activities for early release days.

D. Career and Technical Education (CTE)

The Duval County School Board authorizes the employment of non-certificated personnel to teach full-time in non-degreed career and technical programs to comply with section 1012.39, Florida Statutes.

The district superintendent or designee shall ensure each candidate for employment in a non-degreed full-time career and technical instructional position meets minimum requirements for employment and shall maintain records of such information in the candidate's official personnel file.

ARTICLE VIII - TRANSFERS / SURPLUS

A. Employee Transfer

1. Voluntary Transfer

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

- a. Employees who wish to make application for transfer, including transfers when there is a staffing of a new facility or when the major role of a facility is altered, shall submit their request in writing to the Division of Human Resource Services by the negotiated date (spring of each school year).
- b. Application will include a request for up to four (4) schools in order of preference or a selection of one of the organizational regions, and two (2) subject areas and a designation of primary and/or intermediate at the elementary level. Only those areas in which the employee is certificated will be considered.
- c. A list of known vacancies shall be available on the District website one week following the completion of the spring school budget process. The electronic vacancy list, by school with grade or subject area, will be updated periodically as positions are added or deleted.
- d. Vacancies shall be open solely to transfer applicants until May 15. Thereafter, transfer applicants shall be eligible for vacancies along with other applicants. Employees desiring to amend their original transfer request must contact Human Resource Services prior to June 1.
- e. New employees shall have the option to request a voluntary transfer placement after two (2) years and eleven (11) months. Employees who have received voluntary transfers within the last two (2) years and eleven (11) months will not be eligible for voluntary transfer. This limitation does not apply to teachers teaching out of their field of certification or to teachers involuntarily transferred within the past two years. Application to transfer after the two (2) year eleven (11) month period may be made prior to the transfer eligibility.
- f. When more than one applicant meets the above criteria, seniority as defined elsewhere in this contract will be the determining factor.
- g. All voluntary transfers shall be subject to the approval of the receiving principals. The losing principal shall be informed of the transfer and may request a review of the transfer by the Regional Chief on the grounds that such transfer would be detrimental to the program of the school.
- h. Employees who do not receive voluntary transfers shall be notified of the reason in writing upon request.
- i. The seven (7) most senior teachers (utilizing Duval total seniority) requesting a transfer to an individual school shall be guaranteed at least one interview by one principal on whose list(s) the teachers' names appear.

2. Facility Closing

Employees facing displacement as a result of a facility closing shall be transferred to

existing facilities of their choice, where vacancies exist, prior to consideration of other applicants.

3. Staffing of New Facilities

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

- a. Approximately half of the staff of the new school shall be drawn from surplus. Surplus personnel from feeder schools shall be given priority placement when filling current vacancies. Personnel whose negative VAM or Summative Evaluation ratings may be exempt from placement if those placements can result in the school's ratings being below the district average.
- b. The remaining positions will be staffed with administrative and voluntary transfers, and returns from leave teachers, in accordance with the transfer procedures as in Section A 1, and other provisions of this agreement.
- c. New hires shall be placed in new schools only when the above procedures do not produce adequate staff.

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

B. Compensated Supplemental Positions

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

C. Seniority

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

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

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

D. Reduction in Force/Recall

1. Identification

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

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

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

2. Notification

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

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

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

3. Assignment

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

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

4. Notification of DTU

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

5. Continuous Service

For seniority purposes only, an employee who is terminated due to a reduction in force and who is subsequently rehired shall have his/her service considered as continuous and without break.

6. Counseling

If a reduction in force occurs, the employer shall provide the affected employees with

job counseling and placement services, as required by law.

E. Surplus and Other Involuntary Transfers

1. Identification of personnel for surplus assignments shall be in accordance with state law. Surplus positions are identified by certification, teacher performance as determined by teacher growth scores from the approved instructional district evaluation system, and seniority. Adherence to the teaching load language (Article IV:H) is to be enforced in order to provided equality in the execution of surplus language.
2.
 - a. At the discretion of the Superintendent or designee, personnel who are in unique programs or who meet special needs may be exempt from surplus consideration.
 - b. Positions which may be considered for exempt status must be those that require:
 - (1) Special certification; or
 - (2) Special national, state or district training which would require a replacement to be away from the students for an extensive period of time; or
 - (3) Special national, state, or district training that is periodic and not readily available; or
 - (4) Special national, state, or district training that is too expensive to duplicate.
 - c. Some such positions are band directors, head coaches, and athletic directors.

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

3. Teachers who are being required to participate in a professional growth plan that will continue to the next school year will not be reassigned to a “D” or “F” school for the following year.
4. Surplus or Other Involuntary Transfer Exemption of DTU Chairpersons
 - a. Elected DTU Building Chairpersons shall be exempt from surplus or other involuntary transfers unless required by law. The DTU Building Chairperson shall be exempt in order to provide continuity of representation.
 - b. DTU will provide and maintain a current list of Building Representatives and be responsible for filing a list and/or updated list, with the Division of Human Resource Services. Further, each principal/appropriate administrator will be provided the name of the current building representative(s).
5. After identification of the surplus areas, volunteers shall be sought from the appropriate group or certification area. Volunteers shall be selected to the extent allowed by the provisions of subsections 1 through 5 of this section. Teachers who volunteer must so notify Human Resource Services and their principal in writing.

6. After the above criteria have been met, teachers with the lowest growth scores (3 years' average when available) and least seniority within the school district will fill the surplus positions. For the purposes of surplus ranking, teachers with no growth scores shall be placed on the surplus list above all other school site personnel.

Within the certification area requiring, the employee with the lowest growth score will be the first to be released; the employee with the next lowest growth score will be the second to be released; and reductions shall continue in a like manner until the needed number of reductions have occurred. If two (2) employees have the same growth score, the employee with the least seniority shall be surplus.

7. Upon review and verification with Human Resource Services, the principal will provide the initial notification to teachers who have been declared surplus as soon as the surplus status has been determined.
8. The Division of Human Resource Services will be responsible for notifying surplus teachers of their new assignments.
9. Every effort shall be made to reassign surplus teachers, at their option, by October 1, to their original school site, if the position from which they were declared surplus is reinstated. Teacher performance will be considered before reinstatement to the original school site.
10. Any involuntary transfers involved within feeder pattern programs must be done on a case-by-case basis. The appropriate Assistant Superintendent and the President of DTU shall mutually agree upon all transfers. Should those parties not be able to agree on the appropriateness of a transfer, the Superintendent shall make the final decision.
11. The President of DTU shall be notified in advance when a member of the bargaining unit is administratively transferred.
12. Sufficient TDE time (not to exceed two workdays under normal circumstances) should be given to surplus teachers to pack, move, and set up their new classrooms before beginning to teach at their new school.

ARTICLE IX - LEAVES OF ABSENCE

A. General Provisions

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

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

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

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

B. Sick Leave

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

The following provisions shall govern sick leave:

1. An employee employed on a full-time basis shall be entitled to four days of sick leave as of the first day of employment of each contract year and shall thereafter earn one day of sick leave for each month of employment, in which the employee works or is paid 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; However, each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his or her employment and has accrued but not earned the 4 sick leave days available to him or her, the school board will withhold the average daily amount for the sick days utilized but unearned by the employee. Such sick leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year; provided that there shall be no limit on the number of days of sick leave an employee may accrue.
2. In accordance with Duval County School Board policies, a teacher may authorize his

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

3. As used in this section, one day of sick leave for the purpose of accrual and use, shall mean to be the equivalent in hours and may be accrued 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 leave may be taken only in one-half (½) day increments if any portion of the requested leave will be during student contact.
4. In the event that an employee uses more than five consecutive work or paid days of leave allowance, the employee shall provide the District through ESS online leave process, a doctor's statement attesting to the illness with the anticipated date of return as soon after the sixth day as possible but, in any case, prior to receiving the paycheck for the pay period in which the sixth day occurred or any subsequent paychecks. Should the employee be unable to submit the doctor's statement as required above, he shall be paid for any sick leave to which he is entitled when the doctor's statement is submitted to the Payroll Office.
5. Principals are encouraged to monitor the use of sick leave to ensure that all teachers act in a manner consistent with the requirements of their positions. Excessive absences by any teacher places tremendous stress on the teachers who are present to render professional services for the absent teacher. Disciplinary measures may be taken when abuses are identified. When they must be absent, teachers are expected to provide adequate and appropriate notice.
6. Employees using accrued or extended sick leave for more than five consecutive work or paid days of leave allowance, shall be responsible for providing the principal with emergency plans that will allow a school official or substitute teacher to render professional services for the absent teacher. These emergency plans should be updated quarterly and kept on file with the principal in the event a teacher needs to go out on extended leave unexpectedly. When a teacher has advanced notice of the need to use extended leave, more detailed and time specific lesson plans and materials should be provided to the principal. For a planned extended FMLA absence, one week of lesson plans should be provided to the principal. Principals should not make work related contact with employees during the time accrued, extended sick leave, or paid leave is being used except in emergency situations.
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 ever reversal request when a LWOP has been entered due to the employee failure to submit the required leave request.

8. Transferred in Sick Leave

Per Statute, a teacher may request their former employing Florida school district or educational personnel from the Department of Children and Families residential care facilities to transfer earned sick leave to the Duval County Public School District. The request must be made within one year of the employee's hire date. However, no transferred leave shall be credited to an employee's sick leave account at a rate, or in an amount, exceeding that earned while an employee of the Duval County Public School District.

C. Leaves - Summer School

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

A member of the bargaining unit assigned a summer position shall be entitled to use any sick leave he/she has accumulated, but limited to one day during summer school. No leave will be granted for court or jury duty. No leave without pay shall be taken by the employee during the summer school assignment, except in the event of an emergency or illness.

D. Personal Leave With Pay

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

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

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

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

Employees shall not be denied personal leave for religious holidays.

E. On-the-Job Injury/Illness

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

F. Court or Jury Duty

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

1. Summoned to appear as a juror.
2. Summoned to appear as a defendant in an action arising out of and in the course of employment with the Employer.
3. Summoned to appear as a witness (except as a character witness) in any civil or criminal action in which the employee is not the defendant or the plaintiff.

The employee may retain any payments received from the court for such appearance. 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.

G. Professional Leave During Pre and Post-planning

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

H. Extended Professional Leave

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

I. Military Leave

1. With Pay

In meeting their obligation to the United States Armed Services, all members of the bargaining unit will be granted military leave with pay for not more than 240 hours. Requests for such leave must be in writing and countersigned by the principal. A copy of orders and (in the case of ten (10) and eleven (11) month personnel) written evidence that effort has been made to serve the duty at a time school is not in session must be attached.

2. Without Pay

In meeting their obligation to the United States Armed Services, all members of the bargaining unit will be granted military leave without pay for periods extending beyond the 240 hours of paid military leave.

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

J. Leave Due to Pregnancy/Maternity/Paternity/Adoption

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

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

K. Temporary Duty Elsewhere

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

The principal/supervisor may reassign the employee within the school for up to three days in the event that a work-related incident involving a physical conflict occurs resulting in the employee's inability to return to their work assignment immediately following the incident.

An assigned duty outside of Duval County shall be by mutual consent of the employee and the Employer. A teacher performing his duty outside Duval County shall be reimbursed for expenses according to Chapter 106, Part 7, of the Ordinance Code of the City of Jacksonville.

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

Employees who are assigned temporary duty away from their assigned work location must submit a leave request for TDE. At no time will an employee be required to file their own leave for this.

L. Sabbatical Leave

1. Eligibility

- a. Service - An employee who has rendered service for the Employer at least 12 of the last 14 semesters preceding the leave may apply for sabbatical leave. Only service rendered subsequent to return from the most recent commencement of service is counted.
- b. During the two consecutive semesters of the calendar year immediately preceding the beginning date of the leave, the employee must have worked and received salary for a minimum of 80 percent of the workdays, exclusive of illness.
- c. Health - A written certificate giving evidence of the employee's physical condition must be filed with the Division of Human Resource Services before a leave is granted.

2. Length of Leave

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

3. Compensation

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

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

- b. The employee submits a statement showing compliance with the conditions of the sabbatical leave agreement. Such note shall be exonerated in the event the failure of the employee to return and render such four semesters of service is caused by the death or physical or mental disability of the employee.
4. Application for Leave
Employees wishing to apply for sabbatical leave must submit a leave request and study plan to the Human Resource Services office at least sixty (60) days prior to the close of the school year preceding the effective date of the leave.
5. Fellowship, scholarship, and other grants shall be considered as outside employment. Compensation from such employment during the leave shall not exceed the difference between the regular salary and the salary for sabbatical leave.
6. Step Advance
An employee returning from sabbatical leave will receive the same step advancement in salary as he would have received had he remained in active service in his regular position during the leave period.
7. The number of employees on leave during any semester shall not exceed one percent of the total number of employees in the system.
8. Formal Study
The employee must pursue a full-time program of graduate study in residence in an accredited institution of higher learning including foreign universities and file a transcript of courses completed within 45 days following the employee's return to active service.
9. Change of Plan
Any change of plan must be approved by the Employer in advance.
10. If the employee fails to fulfill the leave requirements, no further compensation may be allowed for the leave, and any compensation received by the employee must be returned in order to satisfy the promissory note.
11. Absence for personal illness, physical injury, to transact personal business, or other reasons will neither be earned nor lost during a sabbatical leave.
12. Benefits
An employee on sabbatical leave shall receive group insurance and hospitalization benefits provided to employees.
13. Board of Review
A board of review shall consist of six members, three of whom are appointed by the D.T.U. and three by the Employer. It shall review applicants regarding their programs, purpose, and conditions of leave requests and make recommendations to the Superintendent.

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

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

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

M. Personal Health Leave

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

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

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

N. Personal Leave Without Pay

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

Personal leave without pay for one year shall be requested before the closing date of the school year immediately preceding the year for which the request is made. Application for Personal Leave Without Pay shall be made in increments of one (1) year. Personal Leave Without Pay may be approved for a maximum of two (2) consecutive years.

All personal leave without pay shall not be unreasonably denied.

- O. Insurance Benefits - Leaves of Absence Without Pay
Teachers on leave without pay shall have the option to continue, at their own expense, insurance or similar benefits to which he or she would normally be entitled.

Payment for premiums are billed bi-weekly.

P. Annual Leave

1. Annual Leave

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

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

Q. Committee Release Time

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

R. Bereavement

Effective upon Board approval, employees will be granted two (2) days of paid bereavement leave each year due to 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 the purpose 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 immediately family. If unusual circumstances exist, with a letter of justification, additional sick leave may be granted by the School Board.

ARTICLE X - GRIEVANCE PROCEDURE

A. Grievance Procedure

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

Step 1 Formal Step / Immediate Supervisor

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

Step 2 Formal Step /Superintendent

The employee may, within fifteen (15) workdays after receipt of the written decision, appeal in writing to the 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 designee appeal in writing to the School Board. Such appeal shall be filed with the School Board with a copy directed to the Superintendent. The School Board shall thereafter, and no later than thirty (30) days from the date of filing of such appeal, hold a hearing on the matter. The School Board's decision in the matter shall be rendered at the next regular School Board meeting after the hearings.

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

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

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

ARTICLE XI - ACCOUNTABILITY / CHALLENGED SCHOOLS

A. Persistently Low Performing Schools

A "Persistently low-performing school" is defined as a school that has earned three grades lower than a "C" pursuant to s. 1008.34, in at least 3 of the previous 5 years and has not earned a grade of "B" or higher in the most recent 2 school years, and a school that was closed pursuant to s. 1008.33(4) within 2 years after the submission of a notice of intent.

B. Waivers

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

1. All waivers should be initiated by the school. The School Improvement Plan will be formulated to address the identified problem areas.
2. Remedies contained in such plans that require a waiver of one or more of the provisions of this contract shall be submitted to the DTU Board of Directors and to the Superintendent for review. Those requiring a waiver of school board policy shall be reviewed by the Superintendent.
3. Contract waivers shall be processed in accordance with procedures outlined in the article on Governance and Oversight. The Superintendent will submit approved school board policy waivers to the School Board for its approval. Any waiver disapproved shall be returned to the school with reasons for such disapproval attached.
4. Approval of such waivers shall be approved by the respective boards no later than the date of the second board meeting following the submission.

C. Administrative Actions / Incentives

1. Reconstitution of schools rated as persistently low-performing schools
 - a. A plan to reconstitute persistently low-performing schools shall be designed for implementation in 00-01 by a team comprised of district administration, principals, and DTU. The plan is to be in place by March 1, 2000.
 - b. All principals of such schools should have a strong instructional focus.
2. Transfers
Administrative transfers may be implemented as follows:
The President of DTU shall be notified in advance when a member of the bargaining unit is administratively transferred from a school rated as persistently low-performing. A committee comprised of the Regional Superintendent, DTU President, DTU Designee, Executive Director, Human Resources Services, and principals shall convene to review such transfers and to advise district administration regarding the transfers and/or subsequent placement.

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

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

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

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

ARTICLE XII - COMPENSATION

A. Teacher Salary Schedule Guidelines

1. Teachers shall be paid in accordance with Appendix A on the basis of approved experience and training and in accordance with these guidelines.
2.
 - a. The parties agree that the language ratified on the attached Appendix, shall govern the payment of teachers during the term of this agreement to include step movement if any. If step movement is approved, for teachers on the Grandfather Schedule, teachers who have worked ninety-nine (99) or more days in Duval County during the preceding school year will be advanced one (1) step in the appropriate column.
 - b. For new employees hired prior to the 1999-2000 SY, and no prior Duval experience, credit for combined teaching and other creditable experience may be allowed up to a maximum of ten (10) years. Retroactive to the beginning of the 00 – 01 contract year, new employees hired during 00 – 01 may be credited with combined teaching and other creditable experience up to a maximum of fifteen (15) years.
 - c. Effective 01 – 02, teachers hired as new employees in 98-99 and 99-00 may be credited with combined teaching and other creditable experience up to a maximum of fifteen (15) years.
 - d. Effective the 01 – 02 contract year, and on-going, new employees may be credited with combined teaching and other creditable experience for each year of satisfactory performance up to the maximum allowed on the salary schedule.
 - e. Active military service experience may be allowed at a rate of one (1) year for each twelve (12) months continuous service up to a maximum of four (4) years, upon receipt of the military issued DD214 verification forms. Teachers employed prior to October 1, 1985, shall be granted experience based on prior agreements.
 - f. Teaching experience may be granted only if the teacher had earned a four-year degree prior to the experience and has a valid state issued professional certificate covering the verified years.
3. Vocational Teachers

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

 - a. If the vocational teacher continues in a vocational trade teaching assignment, the experience step shall remain at the same level, including occupational and teaching experience and shall advance on the schedule as normal.
 - b. If the vocational teacher's assignment is changed to an academic teaching

assignment, steps shall be assigned in accordance with rules for placement of teachers in academic degreed areas. Experience steps earned previously for Duval County teaching experience shall be retained but experience steps awarded previously for occupational experience shall be removed.

- c. Experience steps earned previously for occupational experience shall be retained permanently in the case of any vocational teacher who has received a degree in an area of ESE, mathematics, or science provided the Professional Educator Certificate reflects the pertinent academic coverage and who is assigned to and is teaching in-field in the area of ESE, secondary science, or secondary mathematics.
- d. Vocational experience (CTE) may be credited for salary purposes up to a maximum of 10 years. Salary credit may be awarded to Vocational (CTE) teachers for experience appropriate to the field, which was gained during the teacher's self-employment in a fully operational business during the year(s) for which salary credit is requested. For experience verification, teachers should submit a valid business license covering the year(s) for which salary credit is requested, as well as official documents that validate earnings from the business during that same time period. For salary credit, minimum earnings should equate to no less than the beginning teacher salary as per the current approved applicable salary schedule for teachers. Salary adjustments will be made retroactive to the school year in which the business verifications are received.

4. DTU Professional Staff

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

5. Experience Verification

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

B. Change of Degree Status

A change of degree in an employee's certificate shall be recognized for payroll purposes upon presentation of an official transcript from the accredited degree-granting authority indicating

the highest acceptable degree level awarded. The effective date of the higher degree shall be as indicated on official transcript.

Supplements for Advanced Degrees:

A District School Boards may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired on or after July 1, 2011, unless the advanced degree is held in the individual's area of certification and is a salary supplement." General graduate degrees such as Curriculum and Instruction which do not match any of Florida's certification subjects are not acceptable, unless the transcript identifies a major or specialization in the teacher's certification area (e.g., Math, English, French, Elementary Education, etc.).

Grandfather Salary Schedule:

Teachers – Teachers on the grandfather schedule and who hold an advanced degree will continue to be paid from the Masters, Specialists, and Doctorate columns of the Teacher (TA) Salary Schedule.

* **Instructional Specialist** – Specialists on the grandfather schedule will be compensated for an advanced degree according to the following schedule:

- Master's Degree - \$1,000
- Specialist Degree - \$1,200
- Doctorate Degree - \$1,500

* Instructional specialists hired on or after July 1, 2011, must hold the advanced degree in their area of certification in order to be eligible for advanced degree compensation.

Psychologists – Psychologists on the grandfather schedule and who hold an advanced degree will continue to be paid from the Specialists and Doctorate columns of the Teacher (TP) Salary Schedule.

Performance Pay Salary Schedule

Teachers – Teachers on the Performance Pay Schedule, but hired prior to July 1, 2011 shall be compensated for an advanced degree as follows:

- Master's Degree - \$1,000
- Specialist Degree - \$1,200
- Doctorate Degree - \$1,500

Teachers – Teachers hired on or after July 1, 2011, who hold an advanced degree **in their area of certification** shall be compensated at the highest degree level in the form of an annual Advanced Degree Supplement as follows:

- Master's Degree - \$1,000
- Specialist Degree - \$1,200
- Doctorate Degree - \$1,500

Instructional Specialists – Specialists on the Performance Pay Schedule, but hired prior to July 1, 2011 shall be compensated for an annual advanced degree as follows:

- Master's Degree - \$1,000
- Specialist Degree - \$1,200
- Doctorate Degree - \$1,500

Instructional Specialists – Specialist hired on or after July 1, 2011, who hold an advanced degree **in their area of certification** shall be compensated at the highest degree level in the form of an annual Advanced Degree Supplement as follows:

- Master's Degree - \$1,000

- Specialist Degree - \$1,200
- Doctorate Degree - \$1,500

Psychologist – Psychologist on the performance pay schedule shall be paid an annual advanced degree supplement for the highest degree level attained as follows:

- Specialist Degree - \$1,200
- Doctorate Degree - \$1,500

Occupational and Physical Therapists (OT/PT)– Occupational and Physical Therapists on the performance pay schedule shall be paid an annual advanced degree supplement for the highest degree level attained as follows:

- Doctorate Degree - \$1,500

Audiologists – Audiologists on the performance pay schedule shall be paid an annual advanced degree supplement for the highest degree level attained as follows (if the Audiologist was hired prior to 2008):

- Doctorate Degree - \$1,500

C. Biweekly Pay Periods

1. Ten-month certificated personnel shall receive their salaries in accordance with a pay calendar mutually agreed to by the parties. The Employer and D.T.U. shall meet as soon as reasonably possible prior to the start of the new school year for the purpose of negotiating the pay calendar. Those wishing to select the Optional Pay Plan must forward a signed request to the Human Resource Services prior to the first scheduled pay date of each school year. Those personnel who previously elected the Optional Pay Plan will remain in effect unless specifically canceled in writing before the first scheduled pay date of each school year.
2. Electronic Funds Transfer (Direct Deposit) is required for all employees upon hire.

D. Incentive Pay

1. Employees holding regular certification may earn an additional \$300 per year upon successful completion of 15 semester or 22 quarter hours of credit at a fully-accredited institution of higher learning. Credits earned and applied must be part of a planned program of studies leading to an advanced degree or adding another area of certification and approved in advance by the Employer.
2. Payment of incentive pay shall be effective upon completion of the required credits as indicated on the official transcript or grade report bearing the seal of the institution and shall continue for a period of no longer than five (5) years. The entire supplement will be paid and prorated based upon the completion date of the academic requirements. Evidence of completion of the required credits must be filed with the Assistant Superintendent of Human Resource Services.
3. An employee may apply credits earned under provisions of this policy only once at each level of certification or equivalent degree status. Credit for courses successfully completed as part of a program of studies approved at a lower level of certification may not be carried forward and applied to the requirements for incentive pay at a higher level of certification. A candidate must receive approval by the Employer of a new program of studies, as set forth above, at each level of certification.
4. When an employee becomes eligible and is issued a certificate of higher degree, he shall receive the salary specified in the salary schedule, and incentive pay shall cease.

Any incentive pay which may have been earned is not carried forward in addition to the amount received for the new rank of certificate. Incentive pay is a supplement to salary.

5. Employees eligible for incentive pay prior to July 1, 1982, shall not be subject to the five (5) -year limitations contained herein.

E. Alternative School Supplement

Teachers who qualify for alternative school supplement pay shall be paid in accordance with the Alternative School Supplement schedule in Appendix C.

F. Workday - Teacher Extended Day/Year

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

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

G. Teacher Coverage

1. Teachers covering the class (es) of an absent teacher shall be remunerated in the form of a supplement calculated as follows:
 - a. High Schools, Middle School, or Alternative Schools Utilizing Similar Period Configuration: With the exception of one full non-duty planning period per semester, teachers who, on their non-duty planning period, cover a class period for which no substitute has been secured, shall receive \$12 per period per day, or \$18.50 per period per day in the case of a block or modified schedule coverage. Such amount shall be prorated for the portion of the period or class actually covered.
 - b. After the initial incidence each semester, a teacher who, during his/her regularly scheduled class, receives students from another class that has been divided and for which no substitute has been secured shall receive \$12 per day or \$6 for one-half day coverage regardless of block or non-block schedule. In no case shall students be divided between more than four teachers for the purpose of this paragraph.
2. Elementary Schools: After the first incident each semester of receiving students from a divided class, basic classroom or resource teachers who receive students from another class that has been divided shall receive \$12 per day or \$6 for one-half day coverage. Such amount shall be prorated for the portion of the day actually covered but in no case shall students be divided between more than four teachers for the purpose of this compensation.
3. Alternative Schools: After the first incident each semester of receiving students from a divided class, classroom teachers who receive one-half (1/2) of the students from another class shall receive \$20 per day. Classroom teachers who receive all of the students from another class shall receive \$40 per day.

4. Such remuneration of teachers shall be made only from the existing school substitute allocation. Resource teachers are not entitled to additional compensation if they are pulled from their regular duties. The use of resource teachers shall be strongly discouraged at all times.
5. When no substitute can be secured for one teacher who is absent in an ESE inclusion or REI situation, the remaining teacher who teaches the entire group for the day will receive \$12 for the whole day or \$6 for one-half day.
6. Additional compensation for teachers covering for substitutes only applies in those situations where a substitute could not be secured and where a substitute would normally be called.
7. If a teacher leaves early and another teacher offers to cover that class for a short period of time, then no additional compensation shall be calculated.
8. Federal time sheets (green copied forms) are to be used when the teacher who is absent is paid out of federal funds. This information is on the time and attendance roster.

H. Supplements

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

I. Summer Inservice Institute

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

1. Participation by teachers shall be voluntary.
2. Those teachers who teach Summer School are also eligible to participate in the Summer In-service Institute.
3. Those teachers who complete a minimum of 30 hours of instruction for computer and Alternative Education; or 60 hours for all other courses will be paid at a rate of \$10 per hour for each hour of satisfactory attendance. Make-up work will be provided for absences due to unavoidable circumstances.

J. In-service Programs

1. Stipends

A stipend of \$10.00 per hour shall be paid to teachers participating in required in-service programs scheduled at times other than regular duty hours except as stipulated in Article VI E 3.

2. Travel Expenses

Teachers who are enrolled in required in-service programs which require the teacher to travel outside Duval County shall receive mileage at the rate of \$.20 per mile or the

mileage allowance provisions of this contract, whichever, is higher.

3. Reimbursement of Tuition

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

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

K. JROTC Instructors

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

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

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

1. The Minimum Instructor Pay (MIP) will be determined by the appropriate branch of the military service.
2. The instructors' monthly retirement pay will be determined annually by the appropriate branch of the military (Marines, Air Force, Army, and Navy) and will be deducted from the monthly pay as determined under item 1 above.
3. Half of the difference between items one and two will constitute the School Board's share of the instructors' monthly salary.
4. In the event the combined military and School Board contribution produces a monthly income less than the instructor would earn as a teacher with an equivalent degree and experience, the School Board agrees to contribute an additional sum which would equal this amount. In the event the instructor has not earned a degree, the salary will be calculated as the bachelor's degree level.

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

L. Optional Pay Plan

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

same window enrollment period. (See C.; Bi-Weekly Pay Periods)

2. Employee leave time will be calculated on hours earned, and not hours 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).

M. 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.

N. Background Checks

Pursuant to Florida Statue 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.

ARTICLE XIII – EMPLOYEES BENEFITS

A. Health Insurance

1. Employees who complete their contractual obligation through the end of the school year shall have their coverage extended through 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. Employees on an approved personal/medical leave of absence without pay shall be eligible to continue the employer paid, group health, life, and flexible dollars without charge at the employee-only level for one period of thirty (30) days per year*.

Employees on an approved leave of absence without pay under the Family Medical Leave Act shall be eligible to continue the employer paid group health and flexible dollars without charge at the employee-only level for one period of twelve (12) weeks per year*.

Employees on suspension without pay which overlaps months would be responsible to remit the premium for the group benefits for the duration of the suspension beginning with the month following the effective date of such suspension.

Employees on suspension without pay, employees on approved personal/medical leave without pay beyond thirty (30) days, or employees on approved medical leave without pay beyond twelve (12) weeks, shall have the option to continue in the plans at their own expense, at the cost charged by the district for the duration of their approved leave.

*The period of coverage will follow Duval County Public School Board policy for FMLA and/or approved leave policies.

4. The Employer shall contribute \$250 on behalf of each employee toward the purchase of an option(s) from the flexible benefit package. The flexible 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 flexible benefit plan.
5. DTU shall appoint an equal number of representatives of this unit to the Insurance Committee as other units and the Employer have on the Committee.
6. The Employer agrees to provide members of the bargaining unit with the group hospitalization insurance program as approved by the Duval County School Board. Primary Care Centers shall be included in the qualified facilities.
7. The DCSB Employee Services/Risk Management Office will be the administrator for a “self-funded” health care program using a third party administrator to administer all claims related issues and program operations.

- a. Checks and balances will be put into place to examine the financial viability of remaining “self-funded.” An independent actuarial analysis will be performed annually to assure financial viability.
- b. The District Insurance Committee comprised of representatives from DTU, 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 DCPS and its employees, the District Insurance Committee will meet to make recommendations regarding:
 - Continuing to self-fund the health care program
 - Returning to a fully insured financial arrangement for the Health Care Program.
- d. A trust fund/account will be established for the self-funding financial arrangement to protect the funds that are contributed to the Program by DCPS and participating members and all funds will insure 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 if available in the group benefit package offered by the Employer) and life insurance for employees retired under any Florida or local Retirement Plan. However, in no case will any insurance provision for retirees be adopted which has any adverse impact upon active employee premiums. The Insurance Committee shall study the costs of expanding group life insurance coverage to retired employees to determine any adverse impact upon active employee premiums.

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. Sick Leave Pool Committee

A Sick Leave Pool Committee shall be established to administer the District Sick Leave Pool. The membership shall be comprised of 50 percent appointed by DTU, and 50 percent by the Employer

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. Annual Payment for Accumulated Sick Leave

Any employee covered by this agreement with three (3) or more years of service with the Employer shall have the option to receive 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.

F. Personal Property Protection

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

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

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

G. Terminal Pay

To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to personnel at resignation, normal retirement, or to their beneficiaries if services are terminated by death.

Terminal pay shall not exceed an amount determined by the daily rate of the employee at resignation, retirement, or death as follows:

1. Unused Annual Leave (Earned in accordance with Article IX section P (Annual Leave)
 - a. For Unused Annual Leave accumulated by 12 month persons employed prior to July 1, 2001 who resign or retire on or after July 1, 2001 –
 - (1) For persons whose accumulated annual leave is sixty (60) workdays or less as of June 30, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment of any accrued leave up to a maximum amount of sixty (60) workdays. In the event of an employee’s death, the beneficiary(ies) shall be paid.
 - (2) For persons whose accumulated annual is more than sixty (60) workdays as of June 30, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays plus any remaining excess over sixty (60) on record as of June 30, 2001. In the event of an employee’s death, the beneficiary(ies) shall be paid.
 - b. **For Unused Annual Leave accumulated by 12 month persons employed on or after July 1, 2001 – Upon resignation or retirement, employees shall be paid a lump sum payment for any accrued leave up to a maximum amount of sixty (60) workdays. In the event of an employee’s death, the beneficiary(ies) shall be paid.**
2. Terminal pay shall be provided to an employee at termination or retirement or to his beneficiary if service is terminated by death; however, such terminal pay shall not exceed an amount determined as follows:
 - a. During the first 3 years of district service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
 - b. During the next 3 years of district service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
 - c. During the next 3 years of district service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
 - d. During the next 3 years of district service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.
 - e. During and after the 13th year of district service, the daily rate of pay shall be multiplied by 94% of the number of days accumulated sick leave upon retirement.
 - f. During and after the 13th year of district service with the Employer, the daily rate of pay multiplied by 80 percent of the number of days of accumulated sick leave upon termination.

3. Payment
 - a. All bargaining unit employees shall be placed on the eligibility list 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.
 - c. District Service shall mean service with any Florida Public School district. Duval County School Board will pay out leave, including matched transferred in Sick Leave, based on the number of service years credited, which is determined by Human Resources.

H. PESCO and Financial Institutions

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.

I. School-Sponsored Events

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

J. Use of Employees' Vehicles/Reimbursement

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

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

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

ARTICLE XIV - STUDENT SUPPORT PROFESSIONALS

A. Student Support Professionals

Student support professionals are certificated and/or state licensed personnel who provide specialized services for students. Such personnel include, but are not limited to, speech pathologists, audiologists, social workers, school psychologists, occupational therapists, physical therapists, certified school counselors, program representatives and specialists. All Teacher Unit Student Support Professionals (10 and 12 month) will be permitted to participate in the FAME Survey regarding their work environment. The survey will be implemented by Spring of 2021-2022.

B. Non-Salary Contract Items

Working Conditions

1. Certified School Counselors

- a. The certified school counselors are primarily responsible for district and state identified counseling responsibilities. Administrative responsibilities are secondary to district and state identified responsibilities and will not be assigned until the district and state counseling mandates are completed.
- b. Certified School Counselors have extensive responsibilities as directed by the District and the State, therefore, they will not be pulled to provide a full day of coverage as a substitute.

2. Occupational and Physical Therapists

- a. OTs and PTs are to be provided space to house current equipment to support the current needs of enrolled students. A process will be shared and revised yearly to facilitate timely equipment access. The process will include gathering input from the therapists. The process will include a designation for emergency needs that will be given a priority. Principals at center schools and high ESE population schools will meet twice yearly with their therapists to discuss and determine storage space and equipment needs.
- b. Establish an Administrative Support Committee to plan and address the assistive technology needs for students. The Committee will meet quarterly. This would enhance the ability of every teacher to implement the universal technology needs for students.
- c. The district will develop a process and accompanying forms to allow for Occupational Therapy and Physical Therapy to be dismissed at IEP meetings, as a modified reevaluation eligibility meeting. The district leads for OT and PT or selected mentors will be required members of the team and will be trained in the process prior to implementation. Following any modified reevaluation eligibility meeting where a student is dismissed in this manner, the Admissions Representative for that school and the Supervisor of Admissions must be notified.
- d. Occupational and Physical Therapists will not be required to work outside their contractual work hours. Occupational and Physical Therapists will be provided a secured workspace and access to the necessary technology (computer, telephone,

- etc.) to complete work-related paperwork. The environment provided to work with students will be conducive to learning.
- e. Occupational and Physical Therapists will be provided the same emergency response materials as teachers within the same school.
 - f. Each school will devise their own plan through the shared decision-making process that provides for procedures to ensure that employees are able to reenter the school through outside doors from the playground and other areas that do not provide for normal entry. Occupational and Physical Therapists as well as resource teachers are to be included in the plan to ensure routine access to the building and to individual classrooms, especially in emergency lock down situations.
 - g. Transfers
 1. Transfers shall be defined as relocation to vacant full-time positions in specific schoolwork sites.
 2. To be eligible for a yearly transfer, the designated form must be submitted to the Supervisor of Related Services. No transfer will be considered unless a current application is on file. Occupational Therapist (OT) and Physical Therapist (PT) transfer applications must be submitted annually for those wishing to transfer.
 3. The transfer application will include a request for up to three (3) vacant full time OT/PT positions.
 4. A list of full-time vacancies for all OT/PT positions will be available via mass email in May. This will include positions filled by OT/PT contracted services whose positions will be declared surplus during the spring budget process each school year.
 5. Amendments may be made to the initial transfer request. The final amendment must be made by the end of the transfer window.
 6. Assignments/transfers made to vacant positions will include positions vacated by contracted services employees. Priority for transfer positions will be given to full time DCSB OT/PT based on seniority, (as defined in the teacher contract). In case of a tie, the transfer request received first will receive priority. Those assignments requiring specialized skills or qualifications will be subject to the approval of the principal and the Supervisor of Related Services.
 7. Full-time positions shall be subject to the approval of the receiving principal. The Supervisor of Related Services will provide receiving principals a list of Duval County Public Schools OT/PT applicants in order of seniority. Applicants will be interviewed for positions as defined in the teacher contract.
 8. At the end of each school year, the Supervisor of Related Services will request a location preference from all OT/PT for potential placement for the following school year. Placement is subject to change throughout the school year based on students' placement.

3. **School Psychologists**

- a. Psychologists will be contracted for ten (10), twelve (12) months alternative, or twelve (12) months, as determined by the Department of Student Services, and shall be eligible for paid holidays as established by the Board for the corresponding certificated employees.
- b. Annual leave for twelve (12) month psychologists shall be accrued as established for twelve (12)-months certificated employees in the Rules of the Duval County School Board, Chapter 6.67. Annual leave shall be accrued at the following rates:
 - Less than five (5) years of verified creditable service, at the rate of one day per month.
 - Five (5) but less than ten (10) years, at the rate of one and one-fourth (1 1/4) days per month.
 - Ten (10) or more years, at the rate of one and one-half (1 ½) days per month.
- c. Psychologists who are employed on a twelve (12) month basis (for at least 260 days) shall be granted four (4) additional holiday days between Christmas and New Years. In addition, they shall be granted five (5) additional days, which shall coincide with the student Spring Break. These days shall not be counted against the employee's accrued leave, nor shall they be cumulative if for any reason they are not used by the employee.
- d. Total accrued annual leave not to exceed 500 hours at the end of calendar year.
- e. The psychologists' workday will be eight (8) hours not including a one-half hour unpaid lunch break.
- f. Voluntary Transfer - School Psychologists/Social Workers
Voluntary transfers may be processed after the special needs of the employer such as balance of staff (which for the term of this contract may mean race, training, experience, expertise, contract length, and satisfactory evaluations) are met.
The following guidelines apply:
 1. A list of known vacancies will be available (posted) at each regional office and the District Office and emailed to all District Psychologists and Social Workers.
 2. Employees are eligible for voluntary transfer after two years of full time service.
 3. Employees who wish to apply for transfer must submit a written request electronically to Human Resource Services on or before the annual deadline. Applications will be kept on file for one calendar year.
 4. An employee requesting a transfer shall list his/her site preferences in priority order.

5. When more than one applicant meets the criteria as specified above, seniority (as defined elsewhere in the contract) shall be the determining factor. If all factors are equal, then the request received first will have priority.
6. An employee may amend his/her request for transfer by the close of the business day one calendar week following the posting date.
7. The employee may rescind his/her request by the end of the third business day from the day that the position was offered if s/he decides not to take the position offered.
8. Transfers generally occur at the beginning of the following contract year. However, a mid-contract transfer may occur at any time by agreement between the appropriate Executive Director and Region Superintendent.
9. The Human Resource Services Department or immediate Supervisor shall notify employees who do not receive voluntary transfers. The reason for rejection will be given in writing upon request of the applicant.
10. Following an administrative transfer, the employee may request a voluntary transfer at the end of that year as specified elsewhere in this Agreement.

4. **Instructional Specialists/Social Workers**

- a. Instructional Specialists/Social Workers who are employed on a twelve (12) month basis (at least 260 days) shall be granted four (4) additional holiday days between Christmas and New Years. In addition, they shall be granted five (5) additional days, which shall coincide with the student Spring Break. These days shall not be counted against the employee's accrued leave, nor shall they be cumulative if for any reason they are not used by the employee.

5. **Speech-Language Pathologists**

- a. Transfers
 1. Transfers in this document shall be defined as relocation to itinerant and/or full-time positions in specific schoolwork sites.
 2. To be eligible for a yearly transfer, the designated form must be submitted to the appropriate Speech-Language Supervisor or Designee. The due date will be in line with the date for teacher transfers. No transfer will be considered unless a current application is on file. Speech-Language Pathologists transfer applications must be submitted annually.
 3. The transfer application will include a request for up to four (4) schools in order of preference or a selection of one of five (5) organizational regions.
 4. A list of full-time and itinerant vacancies and vacancies for all Speech and Language Impaired Programs will be available via email as vacancies occur. For all Speech- Language Pathologists who submitted a transfer form, updated vacancy lists will be posted in June and July by the Speech-Language Supervisor or Designee.
 5. Speech-Language Pathologist assignments made after teachers report to work will be considered vacant for the next school year. Part-time

- hourly positions will be considered vacant. All positions filled through contracted services will also be declared vacant.
6. Amendments may be made to the initial transfer request. The final amendment is due one month prior to the first pre-planning day for teachers.
 7. Assignments will be made at least two (2) weeks prior to the first pre-planning day for teachers.
 8. Voluntary transfers will be considered up until one week prior to the first day for teachers.
 9. Assignments/transfers made to vacant positions will be based on seniority, (as defined in the teacher contract). In case of a tie, the transfer request received first will receive priority. Those assignments requiring specialized skills or qualifications will be subject to the approval of the principal and/or Executive Director of Exceptional Education/Student Services.
 10. Full-time positions shall be subject to the approval of the receiving principal. The Speech-Language Supervisor or Designee will provide receiving principals a list of Duval County Public Schools SLP applicants in order of seniority. Applicants will be interviewed for positions as defined in the teacher contract. Positions will not be filled with contracted employees if there are current DCSB speech and language pathologists seeking to transfer into an existing or new position.
 11. In cases of voluntary and involuntary transfers, positions filled by part-time hourly DCPS Speech-Language Pathologists and contracted Speech-Language Pathologists will be considered vacant.

C. **Salary Issues**

1. **Psychologists**

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

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

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

2. **Speech/Language Pathologists**

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

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

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

3. **Specialists**

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

- a. When the employee is on the Grandfathered teacher schedule the person shall be advanced one step in the same grade on the teacher salary schedule.
- b. This step dollar equivalent shall be multiplied by a factor of 1.15.
- c. The person shall be assigned a step on the specialist salary schedule closest to but not less than the computation in step b.
- d. An employee that is on the teacher performance pay schedule will be placed on the specialist performance pay calendar by multiplying the employee's current base pay by a factor of 1.15 and then placed on the correct tier equivalent to that value.

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

4. **Audiologists**

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

5. **Social Workers**

Social Workers hired by the Employer, may be given credit on the teacher salary schedule for professional social work experience done under professional licensure.

Credit for combined years of prior experience as a teacher, military experience or professional social work, experience shall be allowed at a rate of one (1) year for each of the twelve (12) months continuous service up to a maximum of ten (10) years, as per credit requirements in the Salary Guidelines.

D. Evaluation

A committee with equal representation from DTU and the DCSB will be formed and will meet to review and update the evaluation instrument and create an evaluation procedural manual for student support professionals.

E. Surplus/RIF Procedures

In the event of any projected RIF, surplus, or program cut that impacts the terms and conditions of employment of Student Support Professionals, impact bargaining will occur.

ARTICLE XV - CONFORMITY TO LAW/AGREEMENT

A. Conformity to Law

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

B. No-Strike Clause

The DTU and its members agree that, during the life of this Agreement, they shall not enter into a strike, as defined in Florida Statutes 447.505.

C. Agreement

This Agreement is effective July 1, 2014, through June 30, 2017, between the Duval County School Board and Duval Teachers United.

SIGNATURE PAGE

AGREEMENT to the 2020-2023 Bargaining Agreement between Duval Teachers United - Teacher Unit, and the Duval County School Board.

IN WITNESS WHEREOF, the parties hereto have set their hands this 15th day of March 2021.

For DTU Negotiating Team

For the School Board Negotiating Team

[Handwritten signatures for DTU Negotiating Team]

[Handwritten signatures for School Board Negotiating Team]

Ruby R. George
Jesse Ripple

Tammie Brooks-Evans, Chief Negotiator

Victoria Schultz, Chief Negotiator

DUVAL TEACHER UNITED

Teresa Brady, President

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

Elizabeth Andersen, Chairwoman

Form Approved:

By: Karen M. Chastain
Office of General Counsel

ATTEST:
Dr. Diana Greene
Superintendent of Schools
Ex-Officio Secretary to the School Board

Board Approved: January 12, 2021

APPENDIX A

DUVAL COUNTY PUBLIC SCHOOLS 2020-2021

Teacher (Grandfather)

196 Days/7.33 Hours Daily

Pay Scale TA

GRADE	01		02		03		04	
	BACHELORS		MASTERS		SPECIALIST		DOCTORATE	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1*	45,891	31.94239						
2*	45,891	31.94239						
3*	45,891	31.94239						
4*	45,891	31.94239						
5*	45,891	31.94239						
6*	45,891	31.94239						
7*	45,891	31.94239						
8*	45,891	31.94239	47,091	32.77765	48,741	33.92614	50,741	35.31823
9*	45,891	31.94239	47,091	32.77765	48,741	33.92614	50,741	35.31823
10*	45,891	31.94239	47,091	32.77765	48,741	33.92614	50,741	35.31823
11*	45,891	31.94239	47,091	32.77765	48,741	33.92614	50,741	35.31823
12	45,891	31.94239	47,091	32.77765	48,741	33.92614	50,741	35.31823
13	45,891	31.94239	47,091	32.77765	48,741	33.92614	50,741	35.31823
14	46,391	32.29042	47,591	33.12568	49,491	34.44817	51,491	35.84027
15	46,891	32.63844	48,091	33.47370	50,491	35.14422	51,991	36.18830
16	47,891	33.33449	49,091	34.16975	51,991	36.18830	52,991	36.88434
17	48,891	34.03054	50,091	34.86580	53,491	37.23237	53,991	37.58039
18	49,891	34.72659	51,591	35.90988	54,991	38.27644	55,491	38.62447
19	50,891	35.42264	53,091	36.95395	56,491	39.32052	56,991	39.66854
20	52,391	36.46671	55,091	38.34605	57,991	40.36459	58,491	40.71262
21	53,892	37.51148	57,091	39.73815	59,491	41.40866	60,491	42.10471
22	55,892	38.90358	59,091	41.13024	60,991	42.45274	62,491	43.49681
23	57,892	40.29568	61,091	42.52234	62,491	43.49681	64,491	44.88891
24	59,892	41.68778	63,091	43.91444	64,491	44.88891	66,491	46.28101
25	61,892	43.07988	65,091	45.30654	66,491	46.28101	68,491	47.67311
26	63,892	44.47198	67,091	46.69864	68,491	47.67311	70,491	49.06521
27	65,892	45.86408	69,091	48.09074	70,491	49.06521	72,491	50.45730
95	67,892	47.25617	71,091	49.48284	72,491	50.45730	74,491	51.84940

* Denotes new hires placed on the performance pay teacher salary schedule. Employees with one to thirteen years of experience will be placed at a starting pay of \$45,891 on the Performance Pay scale.

Level Movement - A teacher who worked one (1) day more than half of the previous work year in his/her position in Duval County shall advance one level on the salary schedule.

Employees who have completed one year on Level 95 will receive \$500 for each year they have remained on Level 95 for a maximum of \$2,000.

- Level 95 - Year 1 - Increase equals step movement
- Level 95 - Year 2 - \$500 Supplement
- Level 95 - Year 3 - \$1,000 Supplement
- Level 95 - Year 4 - \$1,500 Supplement
- Level 95 - Year 5 - \$2,000 Supplement

Minimum Salary Increases for the 2020-2021 school year:

For the 2020-2021 school year, teachers on the Grandfather Schedule earning a salary below the newly established minimum salary of \$45,891, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

After receiving a step, teachers on Levels 9-12 of the Grandfather Salary Schedule will be adjusted (compressed) to Level 13. The new Level 13 will be adjusted to \$45,891. The new Level 14 will be adjusted to \$46,391. Beginning with Level 15 of the Grandfather Salary Schedule, the amount of each level will be increased by \$91.

Audiologists:

Beginning in the 2019-20 school year, newly hired Audiologists will be placed on the Performance Pay salary schedule with a starting salary equivalent to Level 13 of the Grandfather (TA) Salary Schedule.

DUVAL COUNTY PUBLIC SCHOOLS

2020-2021

Teacher (Performance Pay)

196 Days/7.33 Hours Daily

Pay Scale TC

	Min	Max
Tier I	45,891	47,891
Tier II	47,892	49,891
Tier III	49,892	53,892
Tier IV	53,893	61,892
Tier V	61,893	74,491

Advanced Degrees: Teachers hired on or after July 1, 2011, who hold an advanced degree in their area of certification shall be compensated at the highest degree level in the form of an annual Advanced Degree Supplement as follows:

Masters Degree - \$1,000	Specialist Degree - \$1,200	Doctorate Degree - \$1,500
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Teachers hired prior to July 1, 2011 who elect to convert to the Performance Pay Schedule, will be paid the appropriate advanced degree supplement as stated above.

Placement on the Performance Salary Schedule

Annual Contract Employees – Employees on annual contract as of July 1, 2014 shall be automatically placed on the performance based salary schedule as required by law. Placement shall be made based on the employee's then current salary from the Grandfather Salary Schedule. **Total Salary is calculated as follows: Base Salary (Originally from the Grandfather Salary Schedule) plus all earned performance incentives since July 1, 2015. Any eligible supplements are paid in addition to total salary.**

Newly Hired Employees – Beginning July 1, 2015, initial salary placement for newly hired teachers on the Performance Based salary schedule shall be determined based on his/her years of full-time teacher experience as set forth in the approved Teacher Salary schedule. Each year of creditable, verified teaching experience shall correspond to the equivalent salary available to an equally experienced teacher on the Grandfathered Salary Schedule, not to exceed the maximum allowable. Once established, the teacher shall be placed on Performance Schedule at the established salary.

Current Non-Instructional Employees – Current district employees not in an instructional position as of July 1, 2015 (but who were formerly in a district instructional position) who are later reassigned to an instructional position shall be assigned to the Grandfather Salary Schedule. Such employees shall be permitted to elect into the Performance Base schedule within 30 days of his/her reassignment.

Authorized Leave - Teachers who have continuing contract status or tenure who are on authorized leave during an authorized election period shall be permitted to elect into the PBS schedule within 30 days of his/her reassignment. This provision shall not apply to employees on unauthorized leave who return after July 1, 2014.

Employees who are placed on or opt onto the Performance Salary Schedule shall not be eligible to return to the Grandfather Salary Schedule.

Salary Progression

Eligible teachers assigned to the Performance Salary Schedule will receive an annual performance increase. Teachers rated as Highly Effective (HE) shall receive a performance increase of \$2,001 and teachers rated as Effective (E) shall receive a performance increase of \$1,000.50. Teachers with performance ratings of less than Effective (E) will not be eligible for Performance increases and shall retain the same salary.

Minimum Salary Increase for the 2020-2021 school year:

For the 2020-2021 school year, teacher unit employees on the Performance Pay Salary Schedule will minimally receive \$2,001 for a Highly Effective (“HE”) rating on the 2018-2019 final evaluation score, \$1,000.50 for an Effective (“E”) rating on the 2018-2019 final evaluation score, or \$500 for a D/NI/No Score on the 2018-2019 final evaluation score. Employees transferring into the district will have until March 1, 2021 to submit 2018-2019 Florida final evaluation scores. If the final evaluation score reflects a rating of Highly Effective or Effective, the employee will receive the prorated difference for the evaluation values.

Teachers on the Performance Pay Schedule earning a salary below the newly established minimum salary of \$45,891, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

Audiologists:

Beginning in the 2019-20 school year, newly hired Audiologists will be placed on the Performance Pay salary schedule with a starting salary equivalent to Level 10 of the Grandfather (TA) Salary Schedule.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

Teacher - Job Share (Grandfather)

99 Days/7.33 Hours Daily

Pay Scale TJ

GRADE	01		02		03		04	
	BACHELORS		MASTERS		SPECIALIST		DOCTORATE	
Level	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1*	23,180	31.94239						
2*	23,180	31.94239						
3*	23,180	31.94239						
4*	23,180	31.94239						
5*	23,180	31.94239						
6*	23,180	31.94239						
7*	23,180	31.94239						
8	23,180	31.94239	23,786	32.77765	24,619	33.92614	25,629	35.31823
9	23,180	31.94239	23,786	32.77765	24,619	33.92614	25,629	35.31823
10	23,180	31.94239	23,786	32.77765	24,619	33.92614	25,629	35.31823
11	23,180	31.94239	23,786	32.77765	24,619	33.92614	25,629	35.31823
12	23,180	31.94239	23,786	32.77765	24,619	33.92614	25,629	35.31823
13	23,180	31.94239	23,786	32.77765	24,619	33.92614	25,629	35.31823
14	23,432	32.29042	24,038	33.12568	24,998	34.44817	26,008	35.84027
15	23,685	32.63844	24,291	33.47370	25,503	35.14422	26,261	36.18830
16	24,190	33.33449	24,796	34.16975	26,261	36.18830	26,766	36.88434
17	24,695	34.03054	25,301	34.86580	27,018	37.23237	27,271	37.58039
18	25,200	34.72659	26,059	35.90988	27,776	38.27644	28,029	38.62447
19	25,705	35.42264	26,816	36.95395	28,534	39.32052	28,786	39.66854
20	26,463	36.46671	27,827	38.34605	29,291	40.36459	29,544	40.71262
21	27,221	37.51148	28,837	39.73815	30,049	41.40866	30,554	42.10471
22	28,231	38.90358	29,847	41.13024	30,807	42.45274	31,564	43.49681
23	29,241	40.29568	30,857	42.52234	31,564	43.49681	32,575	44.88891
24	30,252	41.68778	31,867	43.91444	32,575	44.88891	33,585	46.28101
25	31,262	43.07988	32,878	45.30654	33,585	46.28101	34,595	47.67311
26	32,272	44.47198	33,888	46.69864	34,595	47.67311	35,605	49.06521
27	33,282	45.86408	34,898	48.09074	35,605	49.06521	36,615	50.45730
95	34,292	47.25617	35,908	49.48284	36,615	50.45730	37,626	51.84940

* Denotes new hires placed on the performance pay teacher salary schedule. Employees with one to thirteen years of experience will be placed at a starting pay of \$23,180 on the Performance Pay scale.

Level Movement - A teacher who worked one (1) day more than half of the previous work year in his/her position in Duval County shall advance one level on the salary schedule.

Employees who have completed one year on Level 95 will receive \$250 for each year they have remained on Level 95 for a maximum of

- Level 95 - Year 1 - Increase equals step movement
- Level 95 - Year 2 - \$250 Supplement
- Level 95 - Year 3 - \$500 Supplement
- Level 95 - Year 4 - \$750 Supplement
- Level 95 - Year 5 - \$1,000 Supplement

Minimum Salary Increases for the 2020-2021 school year:

For the 2020-2021 school year, teachers on the Grandfather Schedule earning a salary below the newly established minimum salary of \$23,180, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

After receiving a step, teachers on Levels 9-12 of the Grandfather Salary Schedule will be adjusted (compressed) to Level 13. The new Level 13 will be adjusted to \$23,180. The new Level 14 will be adjusted to \$23,432. Beginning with Level 15 of the Grandfather Salary Schedule, the amount of each level will be increased by \$45.50.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

**Teacher - Job Share (Performance Pay)
99 Days/7.33 Hours Daily
Pay Scale JT**

	Min	Max
Tier I	23,180	23,685
Tier II	23,686	25,200
Tier III	25,201	27,221
Tier IV	27,222	31,262
Tier V	31,263	37,626

Advanced Degrees: Teachers hired on or after July 1, 2011, who hold an advanced degree in their area of certification shall be compensated at the highest degree level in the form of an annual Advanced Degree Supplement as follows:

Masters Degree - \$500	Specialist Degree - \$600	Doctorate Degree - \$750
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Teachers hired prior to July 1, 2011 who elect to convert to the Performance Pay Schedule, will be paid the appropriate advanced degree supplement as stated above.

Placement on the Performance Salary Schedule

Annual Contract Employees – Employees on annual contract as of July 1, 2014 shall be automatically placed on the performance based salary schedule as required by law. Placement shall be made based on the employee's then current salary from the Grandfather Salary Schedule.

Total Salary is calculated as follows: Base Salary (Originally from the Grandfather Salary Schedule) plus all earned performance incentives since July 1, 2015. Any eligible supplements are paid in addition to total salary.

Newly Hired Employees – Beginning July 1, 2015, initial salary placement for newly hired teachers on the Performance Based salary schedule shall be determined based on his/her years of full-time teacher experience as set forth in the approved Teacher Salary schedule. Each year of creditable, verified teaching experience shall correspond to the equivalent salary available to an equally experienced teacher on the Grandfathered Salary Schedule, not to exceed the maximum allowable. Once established, the teacher shall be placed on Performance Schedule at the established salary.

Current Non-Instructional Employees – Current district employees not in an instructional position as of July 1, 2015 (but who were formerly in a district instructional position) who are later reassigned to an instructional position shall be assigned to the Grandfather Salary Schedule. Such employees shall be permitted to elect into the Performance Base schedule within 30 days of his/her reassignment.

Authorized Leave - Teachers who have continuing contract status or tenure who are on authorized leave during an authorized election period shall be permitted to elect into the PBS schedule within 30 days of his/her reassignment. This provision shall not apply to employees on unauthorized leave who return after July 1, 2014.

Employees who are placed on or opt onto the Performance Salary Schedule shall not be eligible to return to the Grandfather Salary Schedule.

Salary Progression

Eligible teachers assigned to the Performance Salary Schedule will receive an annual performance increase. Teachers rated as Highly Effective (HE) shall receive a performance increase of \$1000.50 and teachers rated as Effective (E) shall receive a performance increase of \$500.25. Teachers with performance ratings of less than Effective (E) will not be eligible for Performance increases and shall retain the same salary.

Minimum Salary Increase for 2020-2021 school year:

For the 2020-2021 school year, teacher unit employees on the Performance Pay Salary Schedule will minimally receive \$1,000.50 for a Highly Effective (“HE”) rating on the 2018-2019 final evaluation score, \$500.25 for an Effective (“E”) rating on the 2018-2019 final evaluation score, or \$250 for a D/NI/No Score on the 2018-2019 final evaluation score. Employees transferring into the district will have until March 1, 2021 to submit 2018-2019 Florida final evaluation scores. If the final evaluation score reflects a rating of Highly Effective or Effective, the employee will receive the prorated difference for the evaluation values.

Teachers on the Performance Pay Schedule earning a salary below the newly established minimum salary of \$23,180, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

Salary schedule effective July 1, 2020.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

**Teacher 12 Month Alternative (Grandfather)
239 Days/7.33 Hours Daily
Pay Scale TV**

GRADE 01		
Level	Annual	Hourly
1	45,891	26.19544
2	45,891	26.19544
3	45,891	26.19544
4	45,891	26.19544
5	45,891	26.19544
6	46,782	26.70404
7	48,280	27.55912
8	49,780	28.41535
9	51,280	29.27158
10	52,780	30.12781
11	54,280	30.98403
12	55,780	31.84026
13	57,530	32.83919
14	59,280	33.83813
15	61,030	34.83706
16	63,030	35.97870
17	65,030	37.12033
18	67,030	38.26197
19	69,030	39.40361
20	71,030	40.54525
21	73,030	41.68688
22	75,030	42.82852
95	77,030	43.97016

Incoming employees with one to five years of experience will be placed at a starting pay of \$45,891 on the Performance Pay scale.

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

Employees who have completed one year on Level 95 will receive \$500 for each year they have remained on Level 95 for a maximum of \$2,000.

- Level 95 - Year 1 - Increase equals step movement
- Level 95 - Year 2 - \$500 Supplement
- Level 95 - Year 3 - \$1,000 Supplement
- Level 95 - Year 4 - \$1,500 Supplement
- Level 95 - Year 5 - \$2,000 Supplement

Advanced Degrees: Teachers hired prior to July 1, 2011, who hold a Professional Services Contract (PSC), and who hold an advanced degree shall be paid one Advanced Degree supplement for the highest degree level obtained.

Advanced Degrees: Teachers hired on or after July 1, 2011, who hold an advanced degree in their area of certification shall be compensated at the highest degree level in the form of an annual Advanced Degree Supplement as follows:

Masters Degree - \$1,000 Specialist Degree - \$1,200 Doctorate Degree - \$1,500

Minimum Salary Increases for the 2020-2021 school year:

For the 2020-2021 school year, teachers on the Grandfather Schedule earning a salary below the newly established minimum salary of \$45,891, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

Salary schedule effective July 1, 2020.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

**Teacher 12 Month Alternative (Performance Pay)
239 Days/7.33 Hours Daily
Pay Scale TX**

	Min	Max
Tier I	45,891	49,780
Tier II	49,781	54,280
Tier III	54,281	61,300
Tier IV	61,301	69,301
Tier V	69,302	77,030

Advanced Degrees: Teachers hired on or after July 1, 2011, who hold an advanced degree in their area of certification shall be compensated at the highest degree level in the form of an annual Advanced Degree Supplement as follows:

Masters Degree - \$1,000	Specialist Degree - \$1,200	Doctorate Degree - \$1,500
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Teachers hired prior to July 1, 2011 who elect to convert to the Performance Pay Schedule, will be paid the appropriate advanced degree supplement as stated above.

Placement on the Performance Salary Schedule

Annual Contract Employees – Employees on annual contract as of July 1, 2014 shall be automatically placed on the performance based salary schedule as required by law. Placement shall be made based on the employee's then current salary from the Grandfather Salary Schedule. **Total Salary is calculated as follows: Base Salary (Originally from the Grandfather Salary Schedule) plus all earned performance incentives since July 1, 2015. Any eligible supplements are paid in addition to total salary.**

Newly Hired Employees – Beginning July 1, 2015, initial salary placement for newly hired teachers on the Performance Based salary schedule shall be determined based on his/her years of full-time teacher experience as set forth in the approved Teacher Salary schedule. Each year of creditable, verified teaching experience shall correspond to the equivalent salary available to an equally experienced teacher on the Grandfathered Salary Schedule, not to exceed the maximum allowable. Once established, the teacher shall be placed on Performance Schedule at the established salary.

Current Non-Instructional Employees – Current district employees not in an instructional position as of July 1, 2015 (but who were formerly in a district instructional position) who are later reassigned to an instructional position shall be assigned to the Grandfather Salary Schedule. Such employees shall be permitted to elect into the Performance Base schedule within 30 days of his/her reassignment.

Authorized Leave - Teachers who have continuing contract status or tenure who are on authorized leave during an authorized election period shall be permitted to elect into the PBS schedule within 30 days of his/her reassignment. This provision shall not apply to employees on unauthorized leave who return after July 1, 2014.

Employees who are placed on or opt onto the Performance Salary Schedule shall not be eligible to return to the Grandfather Salary Schedule.

Salary Progression

Eligible teachers assigned to the Performance Salary Schedule will receive an annual performance increase. Teachers rated as Highly Effective (HE) shall receive a performance increase of \$2,001 and teachers rated as Effective (E) shall receive a performance increase of \$1,000.50. Teachers with performance ratings of less than Effective (E) will not be eligible for Performance increases and shall retain the same salary.

Minimum Salary Increase for the 2020-2021 school year:

For the 2020-2021 school year, teacher unit employees on the Performance Pay Salary Schedule will minimally receive \$2,001 for a Highly Effective (“HE”) rating on the 2018-2019 final evaluation score, \$1,000.50 for an Effective (“E”) rating on the 2018-2019 final evaluation score, or \$500 for a D/NI/No Score on the 2018-2019 final evaluation score. Employees transferring into the district will have until March 1, 2021 to submit 2018-2019 Florida final evaluation scores. If the final evaluation score reflects a rating of Highly Effective or Effective, the employee will receive the prorated difference for the evaluation values.

Teachers on the Grandfather and Performance Pay Schedules earning a salary below the newly established minimum salary of \$45,891, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

Salary schedule effective July 1, 2020.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

**Specialist, Instructional Support (Grandfather)
12 Months (261 Days/8 Hours Daily)
Pay Scale AB**

GRADE 01		
Level	Annual	Hourly
01	45,891	21.97845
02	45,891	21.97845
03	45,891	21.97845
04	47,391	22.69684
05	49,091	23.51102
06	50,791	24.32519
07	52,491	25.13937
08	54,191	25.95354
09	55,891	26.76772
10	57,616	27.59387
11	59,341	28.42002
12	61,141	29.28209
13	62,991	30.16810
14	64,841	31.05412
15	66,691	31.94013
16	68,541	32.82615
17	70,391	33.71216
18	72,241	34.59818
19	74,091	35.48420
20	75,941	36.37021
21	77,791	37.25623
22	79,641	38.14224
23	81,491	39.02826
95	83,491	39.98611

Employees with one to three years of experience will be placed at a starting pay of \$45,891 on the Performance Pay scale.
Level Movement - A specialist who worked one (1) day more than half of the previous work year in his/her position in Duval County shall advance one level on the salary schedule

- Employees who have completed one year on Level 95 will receive \$500 for each year they have remained on Level 95 for a maximum of \$2,000.
- Level 95 - Year 1 - Increase equals step movement
- Level 95 - Year 2 - \$500 Supplement
- Level 95 - Year 3 - \$1,000 Supplement
- Level 95 - Year 4 - \$1,500 Supplement
- Level 95 - Year 5 - \$2,000 Supplement

Masters Degree - \$1,000	Specialist Degree - \$1,200	Doctorate Degree - \$1,500
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For Instructional Specialists hired on or after July 1, 2011, the Advanced Degree must be held in the individual's area of certification.

Minimum Salary Increases for the 2020-2021 school year:

Teachers on the Grandfather Schedule earning a salary below the newly established minimum salary of \$45,891, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

Incoming 12 month Specialists without any years of experience will be paid an amount equivalent to Level 01 multiplied by a factor of 8.6% and placed on the Performance Pay (AI) Salary Schedule.

Salary schedule effective July 1, 2020.

DUVAL COUNTY PUBLIC SCHOOLS

2020-2021

**Specialist, Instructional Support (Performance Pay)
12 Months (261 Days/8 Hours Daily)
Pay Scale AI**

	Min	Max
Tier I	45,891	49,080
Tier II	49,081	57,605
Tier III	57,606	66,680
Tier IV	66,681	75,930
Tier V	75,931	83,491

Advanced Degrees: Instructional Specialists hired on or after July 1, 2011, who hold an advanced degree in their area of certification shall be compensated at the highest degree level in the form of an annual Advanced Degree Supplement as follows:

Instructional Specialists hired prior to July 1, 2011 who elect to convert to the Performance Pay Schedule, will be paid the appropriate advanced degree supplement as stated above.

Masters Degree - \$1,000	Specialist Degree - \$1,200	Doctorate Degree - \$1,500
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Placement on the Performance Salary Schedule

Annual Contract Employees – Employees on annual contract as of July 1, 2014 shall be automatically placed on the performance based salary schedule as required by law. Placement shall be made based on the employee's then current salary from the Grandfather Salary Schedule.

Total Salary is calculated as follows: Base Salary (Originally from the Grandfather Salary Schedule) plus all earned performance incentives since July 1, 2015. Any eligible supplements are paid in addition to total salary.

Newly Hired Employees – Beginning July 1, 2015, initial salary placement for newly hired Instructional Specialists on the Performance Based salary schedule shall be determined based on his/her years of full-time teacher experience and the conversion calculation as set forth in the approved Teacher Contract. Once established, the Instructional Specialists shall be placed on Performance Schedule at the established salary.

Current Non-Instructional Employees – Current district employees not in an instructional position as of July 1, 2015 (but who were formerly in a district instructional position) who are later reassigned to an instructional position shall be assigned to the Grandfather Salary Schedule. Such employees shall be permitted to elect into the Performance Base Schedule (PBS) within 30 days of his/her reassignment.

Authorized Leave - Teachers who have continuing contract status or tenure who are on authorized leave during an authorized election period shall be permitted to elect into the PBS schedule within 30 days of his/her reassignment. This provision shall not apply to employees on unauthorized leave who return after July 1, 2014.

Employees who are placed on or opt onto the Performance Salary Schedule shall not be eligible to return to the Grandfather Salary Schedule .

Salary Progression

Eligible teachers assigned to the Performance Salary Schedule will receive an annual performance increase. Teachers rated as Highly Effective (HE) shall receive a performance increase of \$2,001 and teachers rated as Effective (E) shall receive a performance increase of \$1,000.50. Teachers with performance ratings of less than Effective (E) will not be eligible for Performance increases and shall retain the same salary.

Minimum Salary Increase for 2020-2021 school year:

For the 2020-2021 school year, teacher unit employees on the Performance Pay Salary Schedule will minimally receive \$2001 for a Highly Effective (“HE”) rating on the 2018-2019 final evaluation score, \$1,000.50 for an Effective (“E”) rating on the 2018-2019 final evaluation score, or \$500 for a D/NI/No Score on the 2018-2019 final evaluation score. Employees transferring into the district will have until March 1, 2021 to submit 2018-2019 Florida final evaluation scores. If the final evaluation score reflects a rating of Highly Effective or Effective, the employee will receive the prorated difference for the evaluation values.

Teachers on the Performance Pay Schedule earning a salary below the newly established minimum salary of \$45,891, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

Incoming 12 month Specialists without any years of experience will be paid an amount equivalent to Level 1 on the Grandfather Specialist Salary Schedule (AB) multiplied by a factor of 8.6% and placed on the Performance Pay Specialist (AI) Salary Schedule.

Salary schedule effective July 1, 2020.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

**Psychologist (Grandfather)
196 Days/8 Hours Daily
Pay Scale TQ**

GRADE	02 MASTERS		03 SPECIALIST		04 DOCTORATE	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
1*	45,891	29.26722				
2*	45,891	29.26722				
3*	45,891	29.26722				
4*	45,891	29.26722				
5*	45,891	29.26722				
6*	45,891	29.26722				
7*	45,891	29.26722				
8*	45,891	29.26722	47,541	30.31952	49,291	31.43559
9*	45,891	29.26722	47,541	30.31952	49,291	31.43559
10	45,891	29.26722	47,541	30.31952	49,291	31.43559
11	45,891	29.26722	47,541	30.31952	49,291	31.43559
12	45,891	29.26722	47,541	30.31952	49,291	31.43559
13	46,641	29.74554	48,291	30.79783	50,291	32.07334
14	47,391	30.22385	49,291	31.43559	51,291	32.71110
15	48,391	30.86161	50,791	32.39222	52,291	33.34885
16	49,391	31.49936	52,291	33.34885	53,291	33.98661
17	50,391	32.13712	53,791	34.30548	54,291	34.62436
18	51,891	33.09375	55,291	35.26212	55,791	35.58099
19	53,391	34.05038	56,791	36.21875	57,291	36.53763
20	55,391	35.32589	58,291	37.17538	58,791	37.49426
21	57,391	36.60140	59,791	38.13202	60,791	38.76977
22	59,391	37.87691	61,291	39.08865	62,791	40.04528
23	61,391	39.15242	62,791	40.04528	64,791	41.32079
24	63,391	40.42793	64,791	41.32079	66,791	42.59630
25	65,391	41.70344	66,791	42.59630	68,791	43.87181
26	67,391	42.97895	68,791	43.87181	70,791	45.14732
27	69,391	44.25446	70,791	45.14732	72,791	46.42283
95	71,391	45.52997	72,791	46.42283	74,791	47.69834

Level Movement - A psychologist who worked one (1) day more than half of the previous work year in his/her position in Duval County shall advance one level on the salary schedule

Employees who have completed one year on Level 95 will receive \$500 for each year they have remained on Level 95 for a maximum of \$2,000.

- Level 95 - Year 1 - Increase equals step movement
- Level 95 - Year 2 - \$500 Supplement
- Level 95 - Year 3 - \$1,000 Supplement
- Level 95 - Year 4 - \$1,500 Supplement
- Level 95 - Year 5 - \$2,000 Supplement

Minimum Salary Increases for the 2020-2021 school year:

For the 2020-2021 school year, psychologists on the Grandfather Schedules earning a salary below the newly established minimum salary of \$45,891, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

For the 2020-2021 school year, there are not any employees on the Master's grade.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

**Psychologist (Grandfather)
12 Months (261 Days/8 Hours Daily)
Pay Scale TP**

GRADE	01		02		03	
	MASTERS		SPECIALIST		DOCTORATE	
Level	Annual	Hourly	Annual	Hourly	Annual	Hourly
01	55,129	26.40278	56,915	27.25814	58,702	28.11398
02	55,879	26.76197	57,665	27.61734	59,452	28.47318
03	56,629	27.12117	58,415	27.97653	60,202	28.83238
04	57,379	27.48036	59,165	28.33573	60,952	29.19157
05	58,129	27.83956	59,915	28.69492	61,702	29.55077
06	59,129	28.31849	60,915	29.17385	62,702	30.02969
07	60,129	28.79741	61,915	29.65278	63,702	30.50862
08	61,379	29.39607	63,165	30.25144	64,952	31.10728
09	62,629	29.99473	64,415	30.85010	66,202	31.70594
10	63,879	30.59339	65,665	31.44875	67,452	32.30460
11	65,129	31.19205	66,915	32.04741	68,702	32.90326
12	66,379	31.79071	68,165	32.64607	69,952	33.50192
13	67,879	32.50910	69,665	33.36446	71,452	34.22031
14	69,379	33.22749	71,165	34.08285	72,952	34.93870
15	70,879	33.94588	72,665	34.80125	74,452	35.65709
16	72,379	34.66427	74,165	35.51964	75,952	36.37548
17	73,879	35.38266	75,665	36.23803	77,452	37.09387
18	75,629	36.22079	77,415	37.07615	79,202	37.93199
19	77,379	37.05891	79,165	37.91427	80,952	38.77011
20	79,129	37.89703	80,915	38.75239	82,702	39.60824
21	81,129	38.85489	82,915	39.71025	84,702	40.56609
95	83,129	39.81274	84,915	40.66810	86,702	41.52395

Level Movement - A psychologist who worked one (1) day more than half of the previous work year in his/her position in Duval County shall advance one level on the salary schedule

Employees who have completed one year on Level 95 will receive \$500 for each year they have remained on Level 95 for a maximum of \$2,000.

- Level 95 - Year 1 - Increase equals step movement
- Level 95 - Year 2 - \$500 Supplement
- Level 95 - Year 3 - \$1,000 Supplement
- Level 95 - Year 4 - \$1,500 Supplement
- Level 95 - Year 5 - \$2,000 Supplement

Advanced Degrees: Psychologists hired prior to July 1, 2011 who hold an advanced degree shall continue to be paid from the Specialist & Doctorate columns of the TP Salary Schedule.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

**Psychologist (Grandfather)
(Continued)**

DEFINITIONS & PLACEMENT PROCEDURES

LEVEL

A level represents one (1) year of eligible experience.

ELIGIBLE EXPERIENCE

Eligible experience shall be defined as school psychologist, teacher, or active duty military experience. Military service experience shall be allowed at a rate of one (1) year for each twelve (12) months of continuous service and shall be limited to four (4) years.

SALARY PLACEMENT AND EXPERIENCE VERIFICATION

A psychologist with no prior years of eligible experience shall be placed at Level 1 of the salary schedule.

Effective July 1, 1990, credit for eligible experience shall be allowed at a rate of one (1) year for each year of continuous service. A maximum of eight (8) years eligible experience shall be allowed. Retroactive to 2000-2001, new school psychologists shall be allowed credit for combined years of prior experience as a school psychologist, teacher, and active military service at the rate of (1) year for each (12) twelve months of continuous service up to a maximum of 15 years.

Movement between columns (pay scale groups) shall be at the same step based on highest degree recorded in the personnel office.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

**Psychologist (Grandfather)
12 Months Alt (239 Days/8 Hours Daily)
Pay Scale TD**

GRADE	01		02		03	
	MASTERS		SPECIALIST		DOCTORATE	
Level	Annual	Hourly	Annual	Hourly	Annual	Hourly
01	50,774	26.55544	52,416	27.41423	54,059	28.27354
02	51,463	26.91579	53,106	27.77510	54,749	28.63441
03	52,153	27.27667	53,795	28.13546	55,439	28.99529
04	52,843	27.63755	54,485	28.49634	56,128	29.35565
05	53,532	27.99791	55,175	28.85722	56,818	29.71653
06	54,222	28.35879	55,865	29.21810	57,508	30.07741
07	54,912	28.71967	56,555	29.57898	58,198	30.43829
08	55,602	29.08055	57,245	29.93986	58,888	30.79917
09	56,292	29.44143	57,935	30.30074	59,578	31.16005
10	56,982	29.80231	58,625	30.66162	60,268	31.52093
11	57,672	30.16319	59,315	31.02250	60,958	31.88181
12	58,362	30.52407	60,005	31.38338	61,648	32.24269
13	59,052	30.88495	60,695	31.74426	62,338	32.60357
14	59,742	31.24583	61,385	32.10514	63,028	32.96445
15	60,432	31.60671	62,075	32.46602	63,718	33.32533
16	61,122	31.96759	62,765	32.82690	64,408	33.68621
17	61,812	32.32847	63,455	33.18778	65,098	34.04709
18	62,502	32.68935	64,145	33.54866	65,788	34.40797
19	63,192	33.05023	64,835	33.90954	66,478	34.76885
20	63,882	33.41111	65,525	34.27042	67,168	35.12973
21	64,572	33.77199	66,215	34.63130	67,858	35.49061
95	76,521	40.02144	78,163	40.88023	79,806	41.73954

Level Movement - A psychologist who worked one (1) day more than half of the previous work year in his/her position in Duval County shall advance one level on the salary schedule

Employees who have completed one year on Level 95 will receive \$500 for each year they have remained on Level 95 for a maximum of \$2,000.

- Level 95 - Year 1 - Increase equals step movement
- Level 95 - Year 2 - \$500 Supplement
- Level 95 - Year 3 - \$1,000 Supplement
- Level 95 - Year 4 - \$1,500 Supplement
- Level 95 - Year 5 - \$2,000 Supplement

Advanced Degrees: Psychologists hired prior to July 1, 2011 who hold an advanced degree shall continue to be paid from the Specialist & Doctorate columns of the TD Salary Schedule.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

**Psychologist (Grandfather)
(Continued)**

DEFINITIONS & PLACEMENT PROCEDURES

LEVEL

A level represents one (1) year of eligible experience.

ELIGIBLE EXPERIENCE

Eligible experience shall be defined as school psychologist, teacher, or active duty military experience. Military service experience shall be allowed at a rate of one (1) year for each twelve (12) months of continuous service and shall be limited to four (4) years.

SALARY PLACEMENT AND EXPERIENCE VERIFICATION

A psychologist with no prior years of eligible experience shall be placed at Level 1 of the salary schedule.

Effective July 1, 1990, credit for eligible experience shall be allowed at a rate of one (1) year for each year of continuous service. A maximum of eight (8) years eligible experience shall be allowed. Retroactive to 2000-2001, new school psychologists shall be allowed credit for combined years of prior experience as a school psychologist, teacher, and active military service at the rate of (1) year for each (12) twelve months of continuous service up to a maximum of 15 years.

Movement between columns (pay scale groups) shall be at the same step based on highest degree recorded in the personnel office.

DUVAL COUNTY PUBLIC SCHOOLS

2020-2021

Psychologist (Performance Pay)

196 Days/8 Hours Daily

Pay Scale PC

	Min	Max
Tier I	45,891	48,000
Tier II	48,001	51,500
Tier III	51,501	57,000
Tier IV	57,001	65,000
Tier V	65,001	74,791

Advanced Degrees: Psychologists will be paid one Advanced Degree Supplement for the highest degree level attained as follows:

Specialist Degree - \$1,200	Doctorate Degree - \$1,500
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Placement on the Performance Salary Schedule

Annual Contract Employees – Psychologists on annual contract as of July 1, 2014 shall be automatically placed on the performance based salary schedule. Placement shall be made based on the employee's then current salary from the Grandfather Salary Schedule. **Total Salary is calculated as follows: Base Salary (Originally from the Grandfather Salary Schedule) plus all earned performance incentives since July 1, 2015. Any eligible supplements are paid in addition to total salary.**

Newly Hired Employees – Beginning July 1, 2015, initial salary placement for newly hired Psychologists on the Performance Based Salary (PBS) schedule will be according to the Salary Schedule Definitions and Placement Procedures for Psychologists and as described above.

Current Non-Instructional Employees – Current district employees not in an instructional position as of July 1, 2015 (but who were formerly in a district instructional position) who are later reassigned to an instructional position shall be assigned to the Grandfather Salary Schedule. Such employees shall be permitted to elect into the Performance Base schedule within 30 days of his/her reassignment.

Authorized Leave - Teachers who have continuing contract status or tenure who are on authorized leave during an authorized election period shall be permitted to elect into the PBS schedule within 30 days of his/her reassignment. This provision shall not apply to employees on unauthorized leave who return after July 1, 2014.

Employees who are placed on or opt onto the Performance Salary Schedule shall not be eligible to return to the Grandfather Salary Schedule.

Salary Progression

Eligible Psychologists assigned to the Performance Salary Schedule will receive an annual performance increase. Psychologists rated as Highly Effective (HE) shall receive a performance increase of \$2,001 and teachers rated as Effective (E) shall receive a performance increase of \$1,000.50. Psychologists with performance ratings of less than Effective (E) will not be eligible for Performance increases and shall retain the same salary.

Minimum Salary Increase for the 2020-2021 school year:

For the 2020-2021 school year, teacher unit employees on the Performance Pay Salary Schedule will minimally receive \$2,001 for a Highly Effective (“HE”) rating on the 2018-2019 final evaluation score, \$1,000.50 for an Effective (“E”) rating on the 2018-2019 final evaluation score, or \$500 for a D/NI/No Score on the 2018-2019 final evaluation score. Employees transferring into the district will have until March 1, 2021 to submit 2018-2019 Florida final evaluation scores. If the final evaluation score reflects a rating of Highly Effective or Effective, the employee will receive the prorated difference for the evaluation values.

Teachers on the Performance Pay Schedule earning a salary below the newly established minimum salary of \$45,891, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

Salary schedule effective July 1, 2020.

DUVAL COUNTY PUBLIC SCHOOLS
2020-2021
Psychologist (Performance Pay)
12 months/12 mos. Alternative
Pay Scale PS

	12 months		12 mos. Alt.	
	Min	Max	Min	Max
Tier I	55,129	60,129	50,774	55,174
Tier II	60,130	63,879	55,175	58,624
Tier III	63,880	69,379	58,625	65,124
Tier IV	69,380	75,629	65,125	71,124
Tier V	75,630	86,702	71,125	79,806

Advanced Degrees: Psychologists will be paid one Advanced Degree Supplement for the highest degree level attained as follows:

Specialist Degree - \$1,200	Doctorate Degree - \$1,500
------------------------------------	-----------------------------------

Placement on the Performance Salary Schedule

Annual Contract Employees – Psychologists on annual contract as of July 1, 2014 shall be automatically placed on the performance based salary schedule. Placement shall be made based on the employee's then current salary from the Grandfather Salary Schedule. **Total Salary is calculated as follows: Base Salary (Originally from the Grandfather Salary Schedule) plus all earned performance incentives since July 1, 2015. Any eligible supplements are paid in addition to total salary.**

Newly Hired Employees – Beginning July 1, 2015, initial salary placement for newly hired Psychologists on the Performance Based salary schedule will be according to the Salary Schedule Definitions and Placement Procedures for Psychologists and as described above.

Current Non-Instructional Employees – Current district employees not in an instructional position as of July 1, 2015 (but who were formerly in a district instructional position) who are later reassigned to an instructional position shall be assigned to the Grandfather Salary Schedule. Such employees shall be permitted to elect into the Performance Base schedule (PBS) within 30 days of his/her reassignment.

Authorized Leave - Teachers who have continuing contract status or tenure who are on authorized leave during an authorized election period shall be permitted to elect into the PBS schedule within 30 days of his/her reassignment. This provision shall not apply to employees on unauthorized leave who return after July 1, 2014.

Employees who are placed on or opt onto the Performance Salary Schedule shall not be eligible to return to the Grandfather Salary Schedule.

Salary Progression

Eligible Psychologists assigned to the Performance Salary Schedule will receive an annual performance increase. Psychologists rated as Highly Effective (HE) shall receive a performance increase of \$2,001 and teachers rated as Effective (E) shall receive a performance increase of \$1,000.50. Psychologists with performance ratings of less than Effective (E) will not be eligible for Performance increases and shall retain the same salary.

For the 2020-2021 school year:

Teacher Unit employees on the Performance Pay Salary Schedule will minimally receive \$2,001 for a Highly Effective (“HE”) rating on the 2018-2019 final evaluation score, \$1,000.50 for an Effective (“E”) rating on the 2018-2019 final evaluation score, or \$500 for a D/NI/No Score on the 2018-2019 final evaluation score. Employees transferring into the district will have until March 1, 2021 to submit 2018-2019 Florida final evaluation scores. If the final evaluation score reflects a rating of Highly Effective or Effective, the employee will receive the prorated difference for the evaluation values.

Salary schedule effective July 1, 2020.

DUVAL COUNTY PUBLIC SCHOOLS

2020-2021

Teacher - ROTC

10 Months (196 Days) 7.33 hrs

Pay Scale TR

Pay Band	Min	Max
00 NEW	45,891	74,491

JROTC Instructors are placed on the appropriate level of TA to reflect their military experience up to a maximum of four(4) years. Upon receipt of the MIP from the appropriate branch of the military, JROTC instructors will be placed on the TR schedule at the salary determined by the MIP if greater than the salary placement on the TA Salary Schedule.

For JROTC Instructors with Minimum Instructor Pay (MIP) greater than the maximum salary of \$74,400, a supplement will be paid for the difference between MIP and the maximum Salary on the TR Salary Schedule.

Minimum Salary Increases for the 2020-2021 school year:

JROTC Instructors earning a salary below the newly established minimum salary of \$45,891, will receive a salary adjustment to reflect the new minimum. If the adjustment to the new minimum does not result in at least a 2% increase, salary will be adjusted to reach 2%.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

**Physical Therapist / Occupational Therapist
10 Months (196 Days)
Pay Scale EQ**

GRADE 01		
Level	Annual	Hourly
01	46,213	32.16652
02	47,297	32.92104
03	48,385	33.67834
04	49,498	34.45304
05	50,636	35.24515
06	51,801	36.05605
07	52,993	36.88574
08	54,212	37.73422
09	55,458	38.60150
10	56,734	39.48966
11	58,039	40.39800
12	59,374	41.32723
13	60,739	42.27733
14	62,137	43.25041
15	63,566	44.24507
16	65,028	45.26269
17	66,524	46.30398
18	68,054	47.36893
19	74,484	51.84453

Level Movement - A teacher who worked one (1) day more than half of the previous work year in his/her position in Duval County shall advance one level on the salary schedule.

Employees who have completed one year on Level 19 will receive \$500 for each year they have remained on Level 19 for a maximum of \$2,000.

- Level 19 - Year 1 - Increase equals step movement
- Level 19 - Year 2 - \$500 Supplement
- Level 19 - Year 3 - \$1,000 Supplement
- Level 19 - Year 4 - \$1,500 Supplement
- Level 19 - Year 5 - \$2,000 Supplement

Physical and Occupational Therapists with a Doctorate Degree, and the Doctorate Degree was not a requirement for the Physical and Occupational Therapy program of study, will receive a \$1,500 annual supplement.

Physical and Occupational Therapists with appropriate National Certification will receive an annual supplement of \$2,625.

APPENDIX B - SALARY-SUPPLEMENT SCHEDULE

CODE	ACTIVITY	GRADE	NEW AMOUNT	PAY FREQUENCY
1000	School Patrol - Elementary	E	\$551	Y
1002	Excpt Child Spec		\$893	Y
1003	School Patrol - Middle	M	\$551	Y
1100	Academic Coach-Head	H	\$3,150	Y
1101	Academic Coach-Asst	H	\$1,680	Y
1102	Co-Academic Coach	H	\$2,415	Y
1103	Band Dir	H	\$4,699	Y
1104	Asst Band Dir	H	\$1,759	Y
1105	Cheerleader	H	\$2,520	Y
1106	JV Cheerleader	H	\$2,520	Y
1107	Choral	H	\$2,520	Y
1108	Dance Team	H	\$1,496	Y
1109	Dramatics	H	\$1,155	Y
1110	Forensics	H	\$1,155	Y
1111	Newspaper	H	\$1,155	Y
1112	Orchestra	H	\$1,418	Y
1113	Yearbook	H	\$1,155	Y
1200	Academic Coach-Head	M	\$2,074	Y
1201	Academic Coach-Asst	M	\$840	Y
1202	Co-Academic Coach	M	\$1,444	Y
1203	Band Dir	M	\$3,150	Y
1204	Asst Band Dir	M	\$1,418	Y
1205	Cheerleader	M	\$1,890	Y
1206	Asst Cheerleader	M	\$761	Y
1207	Choral	M	\$1,890	Y
1208	Dance Team	M	\$1,155	Y
1209	Dramatics	M	\$1,155	Y
1210	Forensics	M	\$1,155	Y
1211	Newspaper	M	\$1,155	Y
1212	Orchestra	M	\$1,103	Y
1213	Yearbook	M	\$1,155	Y
1216	First Lego League (FFL)/First Tech Challenge (FTC)	E/M	\$1,200	Y
1217	MathCounts Club	E/M	\$1,200	Y
1218	5000 Role Models of Excellence	E/M/H	\$1,200	Y
1219*	ESE Center School	E/M/H	\$1,500	Y
1220*	SSA Title 1	E/M/H	\$400	Y
1221*	SSA Poor Performance	E/M/H	\$400	Y
1222*	SSA ESE (CSS) Autism Spectrum Disorder	E/M/H	\$2,500	Y
1223*	SSA ESE (SLP) Speech and Language Pathologist	E/M/H	\$1,500	Y

1224*	SSA ESE (EBD) Emotional/Behavior Disabilities (BSC)	E/M/H	\$2,500	Y
1225*	SSA Hearing Impaired	E/M/H E/M/H	\$750	Y
1226*	SSA ESE Visually Impaired	E/M/H	\$750	Y
1227*	Calculus Gr 6-12 \$ 500.00 semester or \$ 5,000 annually	M/H	Varies	Periodic
1228*	Geometry Gr 6-12 \$ 500.00 semester or \$ 5,000 annually	M/H	Varies	Periodic
1229*	AP Statistics Gr 6-12 \$ 500.00 semester or \$ 5,000 annually	M/H	Varies	Periodic
1230*	Physics Gr 6-12 \$ 500.00 semester or \$ 5,000 annually	M/H	Varies	Periodic
1231*	Chemistry Gr 6-12 \$ 500.00 semester or \$ 5,000 annually	M/H	Varies	Periodic
1232*	Middle School Developmental Language Arts through ESOL (Reading) Course #1002181	M/H	Varies	Periodic
1233*	High School Developmental Language Arts ESOL (Reading) Course #1002381	M/H	Varies	Periodic
1234*	SSA SLP Speech Language Pathologists with National Certification of Clinical Competence (CCC) (who agree to mentor)	E/M/H	\$2,625	Y
1235*	SSA Audiologists with national certification	E/M/H	\$2,625	Y
1236*	SSA Title 1 Itinerants Supplement	E/M/H	Varies	Y
1237*	SSA Poor Performance Itinerants Supplement	E/M/H	Varies	Y
1239*	SSA ESE Audiologist Sup	E/M/H	\$1,500	Y
1240*	A School Webmaster Supp	E/M/H	\$850	Y
1250	A Skills USA-Head	H	\$1,365	Y
1251	A Skills USA-Asst Hd	H	\$1,155	Y
1252	A Busn Prof (BPA)	H	\$1,365	Y
1254	A Hlth Occ Stds (HOSA)	H	\$1,365	Y
1255	A FamCarr&Com(FCCLA)	H	\$1,365	Y
1256	A Tch Stdnt Asst (TSA)	H	\$1,365	Y
1257	A Dstrbtv Ed Club(DECA)	H	\$1,365	Y
1260	A Future Farmers(FFA)	H	\$1,365	Y
1263	A Futr Busn Ldr (FBLA)	H	\$1,365	Y
TBD	A Florida Public Service Association (FPSA)	H	\$1,365	Y
TBD	A Architecture, Construction, Engineering (ACE)	H	\$1,365	Y
TBD	CTE Novice Aca Lead Tea	H	\$1,500	Y
TBD	CTE Adv Aca Lead Tea	H	\$2,000	Y
TBD	CTE Master Aca Lead Tea	H	\$2,500	Y

TBD	CTE NCAC-NAF Model Aca Tea	H	\$3,000	Y
1262**	A Level 95 Supplement \$500 <i>See Salary Schedule for criteria</i>	E/M/H	\$500	Y
1286**	A Level 95 Supplement \$1000 <i>See Salary Schedule for criteria</i>	E/M/H	\$1,000	Y
1288**	A Level 95 Supplement \$1500 <i>See Salary Schedule for criteria</i>	E/M/H	\$1,500	Y
1295**	A Level 95 Supplement \$2000 <i>See Salary Schedule for criteria</i>	E/M/H	\$2,000	Y
1296*	A SSA OT/PT Supp <i>Must hold AOTA Board Cert in Pediatrics (OT's) ABPTS Bord Cert in Pediatrics (PT's)</i>	E/M/H	\$2,625	Y
1297*	A SSA Social Worker Supp <i>Must hold Clinical Social Worker or Mental Health Counselor License</i>	E/M/H	\$2,625	Y
1299*	A SSA Psychologist Supp <i>Must hold Nat'l School Psychology Cert</i>	E/M/H	\$2,625	Y
1300	Athletic Dir	H	\$5,224	Y
1307	Intramurals	H	\$1,575	Y
1350	Athletic Dir	M	\$3,150	Y
1356	Intramurals	M	\$1,575	Y
1357	Intramural Director	H	\$1,575	Y
1358	Intramural Director	M	\$1,575	Y
1398	Ath Lump Sum (51120)	E/M/H	Varies	Periodic
1399	Ath Lump Sum (51758)	E/M/H	Varies	Periodic
1400	Cross County-B-Head	H	\$1,286	F
1401	Cross County-G-Head	H	\$1,286	F
1402	Football-JV-Head	H	\$2,097	F
1403	Football-JV-Asst	H	\$2,008	F
1404	Football-V-Head	H	\$3,994	F
1405	Football-V-Asst	H	\$2,008	F
1408	Swim-B-Head	H	\$2,520	F
1409	Swim-B-Asst	H	\$1,523	F
1410	Swim-G-Head	H	\$2,520	F
1411	Swim-G-Asst	H	\$1,523	F
1412	Volleyball-Head	H	\$2,520	F
1413	Volleyball-Asst	H	\$1,523	F
1414	Intramurals 1/3	H	\$525	F
1415	Golf-B-Head	H	\$1,286	F
1416	Golf-G-Head	H	\$1,286	F
1504	Football-Head	M	\$3,150	F
1505	Football-Asst	M	\$1,575	F
1506	Volleyball-Head	M	\$1,890	F
1507	Volleyball-Asst	M	\$761	F
1508	Intramurals 1/3	M	\$525	F

1527	Extra JV Coaching	M/H	\$630	F, W, S
1598	Ath Lump Sum (51120)	E/M/H	Varies	F
1599	Ath Lump Sum (51758)	E/M/H	Varies	F
1600	Basketb-B-JV-Head	H	\$2,468	W
1602	Basketb-B-V-Head	H	\$3,150	W
1603	Basketb-B-V-Asst	H	\$1,680	W
1604	Basketb-G-JV-Head	H	\$2,468	W
1606	Basketb-G-V-Head	H	\$3,150	W
1607	Basketbl-G-V-Asst	H	\$1,680	W
1608	Soccer-B-JV-Head	H	\$1,890	W
1609	Soccer-B-V-Head	H	\$2,520	W
1610	Soccer-B-V-Asst	H	\$1,523	W
1611	Soccer-G-JV-Head	H	\$1,890	W
1612	Soccer-G-V-Head	H	\$2,520	W
1613	Soccer-G-V-Asst	H	\$1,523	W
1614	Wrestling-Head	H	\$2,520	W
1615	Wrestling	H	\$1,523	W
1616	Intramurals 1/3	H	\$525	W
1700	Basketb-B-8-Head	M	\$2,074	W
1701	Basketb-B-8-Asst	M	\$840	W
1704	Soccer-B-Head	M	\$1,890	W
1705	Soccer-B-Asst	M	\$761	W
1706	Soccer-G-Head	M	\$1,890	W
1707	Soccer-G-Asst	M	\$761	W
1708	Intramurals 1/3	M	\$525	W
1798	Ath Lump Sum (51120)	E/M/H	Varies	W
1799	Ath Lump Sum (51758)	E/M/H	Varies	W
1800	Baseball-JV-Head	H	\$1,890	S
1801	Baseball-V-Head	H	\$2,520	S
1802	Baseball-V-Asst	H	\$1,523	S
1803	FL FB-G-JV-Head	H	\$945	S
1804	FL FB-G-V-Head	H	\$1,260	S
1806	FL FB-G-V-Asst	H	\$735	S
1808	Softball-JV-Head	H	\$1,890	S
1809	Softball-V-Head	H	\$2,520	S
1810	Softball-V-Asst	H	\$1,523	S
1811	Tennis-B-Head	H	\$1,286	S
1812	Tennis-G-Head	H	\$1,286	S
1813	Track-B-Head	H	\$2,520	S
1814	Track-B-Asst	H	\$1,523	S
1815	Track-G-Head	H	\$2,520	S
1816	Track-G-Asst	H	\$1,523	S
1818	Intramurals-1/3	H	\$525	S
1821	Football-B-V-Head	H	\$705	S
1822	Ftbl-B-V-Asst	H	\$354	S
1823	Ftbl-B-JV-Head	H	\$370	S

1824	Ftbl-B-JV-Asst-H	H	\$354	S
1829	Lacrosse B-V-Hd	H	\$1,286	S
1830	Lacrosse B-V-Asst	H	\$761	S
1831	Lacrosse G-V-Hd	H	\$1,286	S
1832	Lacrosse G-V-Asst	H	\$761	S
1900	Baseball-Head	M	\$1,890	S
1901	Baseball-Asst	M	\$761	S
1902	Softball-Head	M	\$1,890	S
1903	Softball-Asst	M	\$761	S
1904	Swimming-B-Head	M	\$1,864	S
1905	Swimming-B-Asst	M	\$761	S
1906	Swimming-G-Head	M	\$1,864	S
1907	Swimming-G-Asst	M	\$761	S
1908	Track-B-Head	M	\$1,890	S
1909	Track-B-Asst	M	\$761	S
1910	Track-G-Head	M	\$1,890	S
1911	Track-G-Asst	M	\$761	S
1912	Intramurals 1/3	M	\$525	S
1954	SchTech (FTE>1100)	E/M/H	\$2,100	Y
1955	SchTechFTE>800<1100	E/M/H	\$1,575	Y
1956	SchTech (FTE<800)	E/M/H	\$1,050	Y
1957	TestCordFTE<501	E/M/H	\$1,050	Y
1965	National Board Certification <i>Must hold Nation Board Teacher Cert</i>	E/M/H	\$2,625	Y
1971	Professional Development Facilitator (PDF)	E/M/H	\$1,129	Y
1980	ROTC Officer (10 months)	H	\$4,095	Y
1981	ROTC Other (10 months)	H	\$4,095	Y
1998	Ath Lump Sum (51120)	E/M/H	Varies	S
1999	Ath Lump Sum (51758)	E/M/H	Varies	S
2182*	Tchr Supplement-Masters Adv Degree <i>See Salary Schedule for criteria</i>	E/M/H	\$1,000	Y
2183*	Tchr Supplement-Specialist Adv Degree <i>See Salary Schedule for criteria</i>	E/M/H	\$1,200	Y
2184*	Tchr Supplement-Doc Adv Degree <i>See Salary Schedule for criteria</i>	E/M/H	\$1,500	Y

To be considered for noted supplemental pay marked with (*), employees shall meet criteria outlined in the current applicable Memorandum of Understanding agreement or the Salary Handbook.

** Level 95 Supplements are awarded based upon placement on the respective Grandfather Salary Schedules. The supplements are recurring and subject to annual negotiations.

Pay Frequency Key

“Y”- Yearly “F”- Fall
“W”- Winter “S”- Spring

APPENDIX C - ALTERNATIVE SCHOOLS
Teacher Supplement Criteria for Alternative Schools

- All members of the teacher bargaining unit in the alternative schools (Mattie Rutherford, Lackawanna, and Grand Park) who receive a satisfactory evaluation shall be eligible for the Alternative School Supplement.
- Teachers must meet the criteria set forth in this document in order to qualify for any part of the supplement or the full supplement.
- The Supplement is divided into three areas, which are assigned different monetary values. The total monetary award for meeting the criteria in all three areas is \$2500.
- The amount of the supplement paid to the teacher is determined by the number of areas met in the established criteria.
- The three areas into which the supplement is divided are:
 1. Recidivism Rate: \$500
 2. Commitment to the Program: \$1500
 3. Return for Reemployment at an Alternative School: \$1500
- 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, and #2: (Maximum of \$2000- even though criteria for these were met in the previous school year) and
 2. Area #3: (\$1500-The teacher 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, teachers 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 (\$500 per teacher), the calculated recidivism rate at that school may not exceed 10% of the total student population enrolled during the current school year. The alternative school's recidivism rate will be based on the following:

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

Alternative School Supplement Teacher Checklist

Teacher's Name _____ School # _____

Personnel # _____

Criteria	Completion	Principal's Initials
Evaluation:		
The teacher received a satisfactory or higher annual evaluation on the "Professional Growth of Teacher" instrument.	___ Yes ___ No	
The teacher worked a minimum of 99 days during the prior school year.	___ Yes ___ No	

Criteria	Award	Completion	Principal's Initials
Recidivism Rate	\$500	___ Yes ___ No	
The recidivism rate at the school did not exceed 10% for the prior year.			
Commitment to the School Program: The teacher has documented successful completion of 4 of the following in the year prior to the monetary award:	\$1500	___ Yes ___ No	
1. Attending 80% of the SDM Committee meetings			
2. Mentoring other alternative school teachers			
3. Participating in voluntary * professional development activities that support the school's mission and or School Improvement Plan			
4. Participating in additional programs above contractual requirements			
5. Participation in school wide committees			
6. Voluntary after school conferencing with parents			
7. Participation in school meetings/activities above the contractual requirements			
Commitment to Return	\$1500	___ Yes ___ No	
After a year of teaching at the alternative school, the teacher returned to reassume responsibilities in the year of the monetary award.			

***Workshops done through TDE are not voluntary.**

Qualifies for the Alternative School Supplement

Does not qualify for the Alternative School Supplement

Teacher's Signature _____ Date _____

Principal's Signature _____ Date _____

APPENDIX D - OPTIONAL PAY PLANS

TEACHERS

Regular Pay – 10 month teachers on the regular pay plan will be paid in 22 equal installments. Health benefits will be deducted over 20 checks and miscellaneous deductions over 22 checks. 12-month teachers on the regular pay plan will be paid in 26 equal installments. Health benefits will be deducted over 24 checks and miscellaneous deductions over 26 checks.

Optional Pay – Teachers on the optional pay plan will be paid in 26 equal installments. Health benefits will be deducted over 24 checks and miscellaneous deductions over 26 checks.

PARAPROFESSIONALS

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

Optional Pay – Paraprofessionals on the optional pay plan will be paid in 25 equal installments. Health benefits will be deducted over 24 checks and miscellaneous deductions over 25 checks.

UOPD (Clerical)

11-MONTH EMPLOYEES

Regular Pay – 11 month employees on the regular pay plan will be paid in 24 equal installments. Health benefits will be deducted over 23 checks and miscellaneous deductions over 24 checks.

Optional Pay – 11 month employees on the optional pay plan will be paid in 25 equal installments. Health benefits will be deducted over 24 checks and miscellaneous deductions over 25 checks.

10-MONTH EMPLOYEES

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

Optional Pay – 10 month employees on the optional pay plan will be paid in 25 equal installments. Health benefits will be deducted over 24 checks and miscellaneous over 25 checks.

The first pay date of the school year for all employees may have to be adjusted in order to ensure that employees have worked the amount of days that the first check represents. This would be paid on the next regularly scheduled pay date.

APPENDIX E - GOVERNANCE/SHARED DECISION MAKING
Duval Teachers United / Duval County School Board
Master Contract Waiver Process

Contract Waivers allow schools the ability to address creative resolutions to issues and avoid violating the collective bargaining language between Duval County Public Schools and Duval Teachers United. Attached is the Waiver Request form for the 2020-2021 school year. The attached form and supporting documentation must be completed and **approved** before any provision of the Collective Bargaining Agreement can be waived.

Waiver requests must be made in writing with sufficient documentation to assist the Oversight Committee in reaching a decision. The following procedural steps are required.

1. The requesting school **MUST** use an approved Shared Decision Making process regarding the desired language to be waived.
2. The attached Waiver Request Form **MUST** be completed and submitted with the **REQUIRED** documentation below:
 - A copy of the Shared Decision Making Plan with language for consensus highlighted.
 - Meeting Documentation
 - A copy of the minutes of the meeting (s) in which the waiver was approved by consensus.
 - A copy of the sign-in roster for all meetings (faculty, shared decision team, grade level, etc.) pertaining to the waiver.
 - Voting results – Include a copy of the results in a table/graph format
 - Voting Results Signature Verification. Each staff member must sign or initial besides his/her vote.
 - Contract language to be waived (indicate on Waiver Request Form)
3. The Site Administrator and DTU Building Representative must sign the Waiver Request Form verifying that the request is the result of Shared Decision Making. **The signed form must be submitted to the Region Superintendent for approval prior to submitting to Human Resources (Attention: Laura Bowes).** Human Resources will then submit the waiver request to DTU.
4. The Superintendent designee and DTU Board, or respective representatives will provide final approval or denial of the request.
5. Human Resources will notify the Site Administrator of the approval and or denial of the Waiver Request.

APPENDIX E - GOVERNANCE/SHARED DECISION MAKING

**Duval Teachers United / Duval County School Board
Master Contract Waiver Request**

Date of Request _____

Work Location Organization Unit _____ Department/School _____

Contract Language to be waived:

Reason for Request:

Consensus Language from Shared Decision Making Plan

Date approved by school shared decision-making authority _____

Work Site Administrator _____
Print Name Signature Date

DTU Building Representative _____
Print Name Signature Date

<u>Region Superintendent</u>			
Recommended	<input type="checkbox"/>		
Not Recommended	<input type="checkbox"/>		

Print Name Signature Date

APPENDIX E - GOVERNANCE/SHARED DECISION MAKING (CONTD)

Shared Decision Making Checklist

School Name: _____ School Number: _____

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

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

Principal's Signature / Date _____

DTU Representative's Signature / Date _____

APPENDIX F - DISRUPTIVE STUDENTS

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

A. Code of Student Conduct Infractions

1. The principal, or designee shall follow the Code of Student Conduct on all disciplinary matters.
2. Only those disciplinary problems which disrupt a teacher's instruction, when the teacher requests the student's permanent removal from class, shall be referred to the Placement Review Committee, if the request is not resolved by the principal.

B. Disruptive Students

1. Any teacher may recommend in writing to the principal the exclusion of a student from a specific class when that student's behavior causes serious disruptions in the classroom. Examples of offenses for which a student may be excluded from class are; fighting, assaulting staff or other students, threats of violence, refusing to obey the teacher, inciting others to violence or disobedience, vandalism, use of profane or obscene gestures and/or language, and possession of weapons of any type.
2. The principal or designee shall investigate the facts surrounding the offense(s) by the student which resulted in the teacher's recommendation for exclusion from class.
3. When the teacher's recommendation is made in writing, the principal will inform the teacher in writing of the results of the investigation and the action taken.
4. When a student who has been charged or convicted of violent crimes, or who has a history of violent behavior, is scheduled into a teacher's class, and the principal is aware of such charge or conviction, that teacher shall be confidentially informed of the student's past records and discipline pursuant to the provisions of F.S. 985.101.

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

C. Exclusion from Class by a Teacher

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

- a. The student's behavior is so unruly, disruptive, or abusive that it seriously affects the teacher-student communication or the student's classmate's ability to learn.
- b. The student has been documented by the teacher for repeated interference with the teacher's ability to communicate effectively with students, or the ability of the students to learn.

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

- a teacher-student conference.
 - a parent conference or evidence of a valid attempt to reach a parent, including both phone calls and a letter, delivered by hand or mail, to the home; and
 - at least three (3) previously written referrals to school-site administration for behavior which interferes with instruction during the current school year.
2. A written referral or explanation to site administration must be provided by the teacher upon the removal of the student from class.
 - a. The principal must provide an alternative placement for the student until a final decision has been reached by the Placement Review Committee if the request is not resolved by the principal.
 - b. The principal has the authority to maintain class balances.

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

1. The committee shall consist of at least:
 - a. two (2) teachers elected by members of the teacher bargaining unit.
 - b. two (2) teacher alternates elected by members of the teacher bargaining unit.
 - c. one (1) staff member appointed by the principal.
 - d. one (1) staff alternate appointed by the principal.

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

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

2. The Placement Review Committee shall only have authority to decide whether or not to return the student to the referring teacher's classroom. Should the Placement Review Committee decide that the student should not be returned to the referring teacher's classroom, the final determination of the student's placement shall be the responsibility of the principal. The Placement Review Committee shall not have authority to place the student in an alternative school or program, another school or to impose any other additional disciplinary sanctions upon the student. The Placement Review Committee shall return the student to the referring teacher's classroom if that placement is the best and only available option for the student.
- E. Time frames and Parent notification
1. A teacher who requests a permanent exclusion of a student from class must notify the principal by the beginning of the next school day.
 2. If the request is not resolved between the principal and the referring teacher, a time limit of five (5) days from the removal of the student from class is set for the Placement Review Committee to render a decision on the placement of the student.
 3. Every effort must be made by the school administration to notify the parent immediately upon the removal of a student from class.
- F. Provisions for Exceptional Students: The Placement Review Committee shall refer to a staffing committee all exclusion requests for students from exceptional education classes. The Placement Review Committee decision must concur with the staffing committee recommendations.
- G. Professional Development Activities to Improve Classroom Management Skills: Any teacher who refers 25% of his/her class for exclusion is required to complete professional development activities to improve classroom management skills. This percentage pertains to individual students referred for disruptive behavior which interferes with instruction as outlined in subsection A of this section of the Agreement.
- H. Records: Each school should keep appropriate records in order to be able to address questions in the following general areas:
1. Number and percentage of referrals in which the students were sent back to class with the consent of teachers.
 2. Number and percentage of referrals in which the students were sent back to class without the consent of teachers.
 3. Number and percentage of referrals that were sent to the Placement Review Committee because of teacher refusal to readmit.
 4. Number and types of placements (including those returned to class) made by the Placement Review Committee; and
 5. Number and percentage of students in each class referred by each teacher (to be used in determining staff development needs).