



2020-2023 Teacher Unit Email Tentative Agreement Ratification Packet

This has been a tough year for everyone. The way that we live our daily lives and the way we approach work have been truly extraordinary. The state of Florida has experienced a decrease in revenue as the once much traveled state of Florida is not completely open to conduct business safely because of the number of COVID cases. Revenues are down and that spells trouble for public schools. **Additional revenue cuts are a real possibility in January.**

The decision to open schools for brick and mortar instruction has been costly to the districts as monies had to be diverted to maintain disinfected worksites and to provide additional protection for students and school staffs from infection due to COVID-19. **In spite of all of this, the DTU Teacher Unit and the DCSB Collective Bargaining Teams have come to a one-year Tentative Agreement regarding economic issues. A three-year agreement is being proposed (July 1, 2020 – June 30, 2023) for non-economic issues.**

The Florida Legislature passed HB641 during the last Legislative session. The bill provided funding for some teacher salaries. **Funding to districts for the bill was taken from the former “Best and Brightest” teacher bonus.** Monies were redirected (not new funding) to establish a minimum classroom teacher salary at higher levels. **That means that the “Best and Brightest Bonus” is no longer available to teachers.** It is always better to have money going to salaries and be recurring, than going to bonuses subject to yearly allocation from the Legislature. HB641 will provide money for salaries, **but for limited personnel and with a specific purpose.**

HB641 has been advertised as funding to recruit and retain teachers. It only impacts funding, however, for specific teacher increases. **80% of the allocation is to be used to establish a minimum teacher salary for classroom teachers as per FS.1012.01 (2)(a) and to raise them to that minimum salary.** 20% is to be used to supplement the salaries of teachers who don't make at least a 2% increase when raised to the minimum salary. The entire allocation has to be shared with Duval Charter Schools

HB641, while advertised as funding to recruit and retain teachers, it **doesn't** apply to all teachers:

Each school district and charter school shall use its share of the allocation to:

- **increase the minimum base salary for full-time classroom teachers, as defined in s. 1012.01(2)(a), plus certified prekindergarten teachers funded in the Florida Education Finance Program, to at least \$47,500, OR**
- **to the maximum amount achievable based on the allocation and as specified in the General Appropriations Act.**

HB641 was advertised by Governor DeSantis as funding to raise the minimum teacher salary to \$47,500. **The state allocation to Duval County was not enough to do that. Duval County falls under the second bullet above. Through negotiations, we found there was only enough money to raise the minimum teacher salary to \$45,891 from the current minimum salary of \$39,500.**

The Collective Bargaining Process:

DTU leadership, staff, and teacher volunteers comprised the Teacher Collective Bargaining Team. Ideas for proposals to take to the table were taken from Teacher Unit group members via the Collective Bargaining Survey and through emails and meetings with various teacher groups. The Team met to review, revise, and finally approve both the non-economic and economic proposals. The DTU Board of Directors met and approved the proposals to present at the table.

The DTU and DCSB Teams met for the first time in February of 2020. Both Teams placed their respective proposals on the table. Additional meetings were held to discuss, approve, modify, table or reject the proposals. After each meeting, DTU provided email updates to its members on the status of the negotiations. After much discussion on non-economic and economic proposals, an overall tentative agreement was reached by the DTU and DCSB Teams.

The Ratification Process:

DTU mailed a synopsis of the Ratification Packet to all Teacher Unit employees via the U.S. mail.

Enclosed in that mailing is a ratification ballot. Teacher employees must complete the ballot indicating whether or not they will agree to the Tentative Agreement in order for it to be implemented. The ballot may be mailed or taken, in person, to the DTU office. If you don't receive a ballot, you must come in person to the DTU office (1601 Atlantic Blvd.) to pick up a ballot. A picture ID will be required to receive the ballot.

The completed ballot is to be received at the DTU office by December 17, 2020 at 12:00 noon.

Tentative Agreement Email:

DTU has sent an email to the DCSB email addresses of all Teacher Unit employees in order to present the **entire** Tentative Agreement. Complete economic and non-economic proposals, tentatively agreed to, are included in this email, along with all 18 proposed teacher salary schedules. **The email process does not include a ballot or opportunity to vote on the Tentative**

Agreement. That is done through the U.S. mail process already explained. Please read the entire email agreement before completing your ballot.

A meeting to review the Tentative Agreement is scheduled for December 16, 2020 at 4:30 p.m. at the Schultz Center. CDC COVID procedures (masks, spacing, temperature checks) will be in place.

Ballots will be counted at the DTU office at 4:00 p.m. on December 17, 2020. If and when ratified (approved) by a majority of Teacher Unit ballots, the Tentative Agreement must be approved by the Duval County School Board before the Agreement can be implemented. Failure to ratify will result in a return to the bargaining table.

If you have opted out of receiving DTU email notices in the past, please contact DTU via dtujax@aol.com to notify us in order to activate your email address to receive this information.

Economic Tentative Agreement: Contract Language

New language is **bolded and underlined**. Old language has been ~~stricken through~~.

The economic proposals agreed to are listed below. Seven proposals were tabled until we return to the table in March.

Proposal #10: Appendix B- Salary/Supplement Schedule

Student Support Act (SSA) Supplements:

1. **Economic Supplements:** Teachers assigned to schools identified in ~~A-D-A-C~~ below for the ~~2017-2018~~ **2020-2021** academic year shall receive supplements in the amounts listed below. Such supplement shall be for the identified academic year only, subject to annual negotiations. Teachers must be certified and teaching in the identified areas.

- Assignment to the Title I eligible school - \$400
- Assignment to a school that earned a grade of "F" or three consecutive "D" grades (such that the supplement remains in force for at least 1 year following improved performance at the school) - \$400
- Certification and teaching in **hard to staff** critical teacher shortage areas: Teachers in these areas for the ~~2017-2018~~ **2020-2021** academic year, identified by the course codes below, will receive an annual supplement in the amount specified below.

2. **ESE Certification area or licensure:**

- *Autism Spectrum Disorder (CSS) - \$2,500
- Speech and Language Pathologists - \$1,500
- *Emotional/Behavior Disabilities (BSC) - \$2,500
- Hearing Impaired - \$750
- Visually Impaired - \$750

3. **Math 6-12:** \$500 per section/semester not to exceed \$2,500 per semester or \$5,000 annually

- Calculus
- Geometry
- AP Statistics

4. **Science 6-12:** \$500 per section/semester not to exceed \$2,500 per semester or \$5,000 annually

- Physics
- Chemistry

5. **Vocational** (Select as Identified Below): \$500 per section/semester not to exceed \$1500 per semester or \$3000 annually

- Aviation
- Aerospace
- Gaming and Sports Medicine
- Welding
- HVAC

6. Teachers who teach the following courses are eligible if they are appropriately certified and not out of field: \$500 per section/not to exceed \$1500 per semester or \$3000 annually:

- Middle School Developmental Language Arts through ESOL (Reading) Course #1002181
- High School Developmental Language Arts ESOL (Reading) Course #1002381

7. Speech Language Pathologists with national Certification of Clinical Competence (CCC) (who agree to mentor), shall receive \$2,625.00.

8. Audiologists who hold the national certification through the American Speech Language Hearing Association will receive the National Board supplement in the amount of \$2,625.

9. Physical Therapists who hold certification through the American Board Physical Therapy Specialist (ABPTS) Board Certification in Pediatrics and Occupational Therapists who hold certification through the American Occupational Therapy Association (AOTA) Board Certification in Pediatrics will receive a supplement in the amount of \$2,625.00.

10. Social Workers who hold a licensure that certifies the employee as a Licensed Clinical Social Worker or Licensed Mental Health Counselor will receive a supplement for \$2,625.

Psychologists who hold the National School Psychology certification will receive a supplement of \$2,625.

*Teachers must teach in a self-contained setting with assigned students.

Proposal #12: Appendix B- Salary/Supplement Schedule

Student Support Act (SSA) Supplements:

Occupational and Physical Therapists who work in Title I schools will receive the Title I Supplement. The supplement will be prorated based upon the percentage of FTE for Title I schools that the Occupational and Physical Therapists serve during the October FTE window.

Proposal #13: ARTICLE XIV – STUDENT SUPPORT PROFESSIONALS B. Non-Salary Contract Items –

2. Instructional Specialists, Psychologists, and Social Workers 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. 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. 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. Total accrued annual leave shall not to exceed ~~sixty (60) days~~ 500 hours at end of calendar year.

Overview of the Economic Salary Tentative Agreement

- DTU/DCSB had to negotiate for 15 different salary schedules in the DTU Teacher Unit based on the criteria and requirements of HB641. The Bargaining Team broke it down into three types of salary schedules: Grandfather (above and below the minimum of \$45,891) , Performance Pay above the minimum salary of \$45,891 and the Performance Pay for those below the minimum salary of \$45,891.
 - Teacher Unit employees on the Grandfather Schedule will minimally receive step. 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.
 - 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, \$1000.50 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 from another Florida county 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%.
 - 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 in addition to step movement.
 - DTU negotiated retro-active pay back to July 1, 2020. Retro-active pay for 10 and 11 month employees will go back to the first day of work for their respective calendar work years. Retro pay applies the new salary values back to the start of the respective work year. The money is paid in one a lump sum.
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Explanation of Teacher Performance Pay Salary Schedule Increases:

1. Performance Pay Salary Schedule increases are usually based on the overall evaluation rating. \$2001 is earned for an overall Highly Effective (HE) rating and \$1000.50 for an overall Effective (E) rating. There was no overall evaluation rating for teachers for 2019-2020 because student assessments were not administered (because of COVID-19) for that year. 2018-2019 evaluation ratings will be used again for 2020-2021.
 2. Salary increases for Performance Pay teachers below the minimum salary reflect the following:
HB641 requires that a minimum salary be established for classroom teachers as per 1012.01(2)(a). DTU negotiated a minimum teacher salary of \$45,891 with the funds provided from HB641. Increases to reach the minimum salary will differ for teachers based on the difference between their current salary and their new salary.
 3. HB641 funding is required to be used as follows:
 - Increase classroom teacher [FS (1012.02 (a))] salaries to the minimum base salary of \$45,891.
 - Add additional funds to the salary of those classroom teachers, who, when their salary is raised to \$45,891, has not met a 2% increase.
 4. HB641 does not fund salary increases for teachers already at or above the minimum salary of \$45,891. As a result of negotiations, the District will fund salary increases for those Performance Pay teachers. 2018-2019 evaluation ratings will be used when allocating salary increases for these teachers.
Salary increases for Performance Pay teachers at or above \$45,891 will reflect the following:
 - \$2001 for an overall Highly Effective rating on the 2018-2019 evaluation
 - \$1000.50 for an overall Effective rating on the 2018-2019 evaluation
 - \$500 for an overall Developing/Needs Improvement rating on the 2018-2019 evaluation
 - \$500 for teachers with no evaluation scores for 2018-2019 (i.e. out of state hire, 2019-2020 hire, return from leave)
 - 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.
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Explanation of the Teacher Grandfather Salary Schedule Increases

1. Teachers on the Grandfather Salary Schedule generally receive raises by moving from step to step. Normal step to step movement is not funded by HB641. In addition, step movement must be negotiated each year. It is not automatic. Once negotiated, it is funded by the District not HB641.
2. HB641 also requires a minimum salary for classroom teachers on the Grandfather Schedule. The negotiated minimum base salary is \$45,891. Raising classroom teacher salaries on the Grandfather Schedule to that minimum salary level is funded by HB641. HB 641 will also supplement the funds needed if the increase to the minimal salary for those classroom teachers is less than 2%.
3. There are no teachers on Steps 1-8 on the Grandfather Schedule. They have been moved to the Performance Pay Schedule over the years. Step 9 also has no teachers on it. These steps are all under \$45,891. The step levels are all maintained on the Grandfather Schedule so the District has a schedule from which to base entry level salaries for new teachers to Duval with experience before placing them on the Performance Pay Schedule tiers.
4. Since teachers on Step Levels 9-12 are all below the minimum salary, those steps will be collapsed/compressed into Step Level 13. The new Step Level #13 will be adjusted as will the new level #14. See new step level values below:
Compression:
Step 10: \$42,800 goes to Step 13 at \$45,891
Step 11: \$43,550 goes to Step 13 at \$45,891
Step 12: \$44,300 goes to Step 14 at \$45,891
Step 13: \$45,050 goes to Step 14 at \$46,391
Step 14: \$45,800 goes to Step 15 at \$46,891
5. Teachers currently on Step 15 will move to Step 16, etc. on down to Step Level 95. An additional \$91 will be added to the current value of Steps 15-95.
6. Step 95 will continue to get a supplement. A supplement is not placed on the salary schedule, but it counts as salary for FRS (retirement) purposes. For Step 95 the base was \$67801. The new value will be \$67,892. All

employees on Step 95 will receive the increase on 95 plus a \$500 supplement, if you have been on 95 for at least one year.

7. Movement to Step 95:

- Teachers moving from Step 27 to Step 95 for the first year will just receive step movement to 95.
- Level 95 Year 2: \$500
- Level 95 Year 3: \$1000
- Level 95 Year 4: \$1500
- Level 95 Year 5 or more: \$2000

All of the new Teacher Unit Salary Schedules are provided at the end of this email.

Tentative Agreement: DTU Non-Economic Proposals to DCSB

ARTICLE VI - EMPLOYMENT CONDITIONS

AA. 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, ~~Guidance~~, 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. ~~The employer agrees to meet with DTU by December, 2020 to look into the possibility of providing additional planning time for Pre-K teachers.~~
 - c. Resource teachers (including Art, Music, Physical Education, and Media Specialists, Academic Coaches, ESE, Academic and Behavioral Interventionists etc.), ~~media specialists, and guidance counselors~~ shall have forty (40) minutes of scheduled planning time daily, ~~during before the student day the work-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, etc.) 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 Specialists, ESE, academic coaches, interventionists, etc. and Certified School Counselors shall be provided four 90-minute planning periods each week for teacher initiated __to, teacher- initiated activities such as individual and common planning, preparing for classroom instruction 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 students, developing individual education plans (I.E.P.s) for students experiencing academic or behaviors problems, 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, media specialist, academic coach, 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. 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

- 6. 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.

8. Middle School Planning

- ~~a. In middle schools with a straight seven (7) period day, each teacher, media specialist, academic coach, 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.~~
- ~~b. One planning period every other week shall be used for administratively directed professional activities.~~

7. 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, therefore, shall not be included in year long schoolwide classroom resource schedules in order to provide time to perform those specified state and district responsibilities.~~ Certified School Counselors are expected to conduct classroom counseling lessons, but should not be included in year long/semester schoolwide classroom resource schedules.

8. Occupational and Physical Therapists

- a. 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.

5. 9. Pre and Post-planning

- a. 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. In the event exceptions are needed, DTU approval must be granted prior to scheduling, purchasing, or advertising training.

ARTICLE IX - LEAVES OF ABSENCE

A. General Provisions

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.

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.

ARTICLE VI - EMPLOYMENT CONDITIONS E. Employee Workday

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 ~~the~~ there is an approved contract waiver is 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 may 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.). Absence from the two (2) other meetings/assignments or open house can be progressive discipline, but not negatively impact employee evaluations.

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.

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

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. "Held Harmless"

In order to ensure teachers whose students take the new Florida Standards Assessment (FSA), other state and district EOC's, district developed assessments, or any other assessments use to determine student growth are not adversely impacted during the initial implementation of the new state assessment, all instructional employees will be "held harmless" on the student performance measure of their summative evaluation during the 2014-2015 school year. The district and DTU shall further define "held harmless" upon receipt of guidance from FLDOE.

ARTICLE VI – EMPLOYMENT CONDITIONS:

E. Employee Workday

5. 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 will not be held responsible for reading or responding to any electronic cell phone applications (including texts, DOJO, etc.) correspondence other than their DCPS email as cited above. Employees are not required to use their cell phones for work.

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

ARTICLE VI - EMPLOYMENT CONDITIONS

S. Teaching Supplies

Members of the bargaining unit shall not be required to furnish supplies 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 insure 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.

ARTICLE IV - GOVERNANCE AND OVERSIGHT

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 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.

c. ESE Paperwork:

(1) Paperwork required by the MTSS Team or IEP Team is not governed by this article.

Article V Teacher Rights:

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.

ARTICLE VI - EMPLOYMENT CONDITIONS

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 , therefore, are not to be arbitrarily or capriciously moved from their classrooms. This does not impact movement that is necessary, (i.e. change in grade levels, safety issues, school construction, change in content, student need, etc.).

ARTICLE VI – TEACHER’S RIGHTS

E. Employee Workday

6. 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. ~~These infrequent cases will not be held against the employee.~~ Routine and frequent tardies will lead to the docking of pay, use of sick leave, or the initiation of the disciplinary process.

Article IX - Leaves of Absence

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 over two pay periods in a month. Any portion of leave days accumulated may be taken and charged in increments of not less than thirty (30) minutes; provided, that leave may be taken only in one-half (½) day increments if any portion of the requested leave will be during student contact.

4. In the event that an employee uses more than five consecutive work or paid days of leave allowance, the employee shall provide the Payroll Office, 1701 Prudential Drive, with a doctor's statement attesting to the illness with the anticipated date of return as soon after the sixth day as possible but, in any case, prior to receiving the paycheck for the pay period in which the sixth day occurred or any subsequent paychecks. Should the employee be unable to submit the doctor's statement as required above, he shall be paid for any sick leave to which he is entitled when the doctor's statement is submitted to the Payroll Office.
5. a. 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.
b. When they must be absent, teachers are expected to provide adequate and appropriate notice.
6. **Employee's Sick Leave Responsibility-Notification**
Absences should be entered in ESS (Employee Self Service) by the employee immediately following their return to work. Leave requests shall be signed by the employee. 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.

ARTICLE I - PURPOSE & RECOGNITION

A. Purpose

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 (**Elementary** Art, Music, **P.E. etc.**), Instructional Dean, Vocational Technical, Office Education, Industrial Arts, Manpower and Diversified (DCT), **Certified School Counselors**; Psychologists; Occupational Specialists; Media Specialists; Social Workers; Specialists (**ESE**, instructional, and **Admissions**), **Administrative Specialists** - Other Instructional; TV Instructors; Other Instructional (except Administrative Assistants); **Physical and Occupational Therapists; and Interventionists (Academic and Behavioral)**.

***DCPS Note:** It may be the union's preference to identify all of these jobs under Specialists; however, SAP does not differentiate by job title; its either Instructional Specialist or Administrative Specialists.

Article XIV - Student Support Professionals

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.

Article XIV - Student Support Professionals

B. Non-Salary Contract Items

Certified School Counselors:

1. All references to Guidance Counselors will be changed to Certified School Counselors throughout the contract.
-

Article XIV - Student Support Professionals

B. Non-Salary Contract Items

Certified School Counselors:

1. 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.
-

Article XIV - Student Support Professionals

B. Non-Salary Contract Items

Certified School Counselors:

1. 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.
-

ARTICLE XIV - STUDENT SUPPORT PROFESSIONALS

B. Non-Salary Contract Items

Occupational and Physical Therapists:

1. 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.

ARTICLE XIV - STUDENT SUPPORT PROFESSIONALS

B. Non-Salary Contract Items

Occupational and Physical Therapists:

1. 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.
-

ARTICLE XIV - STUDENT SUPPORT PROFESSIONALS

B. Non-Salary Contract Items

Occupational and Physical Therapists:

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.

ARTICLE XIV - STUDENT SUPPORT PROFESSIONALS

B. Non-Salary Contract Items

Occupational and Physical Therapists:

Occupational and Physical Therapists Transfer Language

- a. Transfers shall be defined as relocation to vacant full-time positions in specific schoolwork sites.
- b. 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.
- c. The transfer application will include a request for up to three (3) vacant full time OT/PT positions.
- d. A list of full-time vacancies for all OT/PT positions will be available via mass mailings 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.**
- e. Amendments may be made to the initial transfer request. The final amendment is due one month prior to the first preplanning day for teachers. **must be made by the end of the transfer window.**
- f. 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 Occupational and Physical Therapists** 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 ~~Executive Director of Exceptional Education/Student Services~~ **the Supervisor of Related Services.**
- g. 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.
- h. At the end of each school year, ~~the Executive Director of ESE~~ **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.

ARTICLE XIV - STUDENT SUPPORT PROFESSIONALS

Speech-Language Pathologists

1. Transfers

- a. Transfers in this document shall be defined as relocation to itinerant and/or full-time positions in specific schoolwork sites.
- b. To be eligible for a yearly transfer, the designated form must be submitted to ~~the Speech-Language Program Coordinator or Specialist~~ **appropriate Speech-Language Supervisor or Designee.** The due date will be in line with **the date for teacher transfers.** ~~on or before March 15.~~ No transfer will be considered unless a current application is on file. Speech-Language Pathologists transfer applications must be submitted annually.
- c. To be eligible for a yearly transfer, the designated form must be submitted to the Speech-Language Program Coordinator or Specialist appropriate supervisor or designee. The due date will be in line with the date for teacher transfers ~~on or before March 15.~~ No transfer will be considered unless a current application is on file. Speech-Language Pathologists transfer applications must be submitted annually. The Speech-Language ~~Coordinator or Specialist~~ **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 ~~by using~~ **by using** contracted employees if there are current DCSB speech and language seeking to transfer into **a vacant or new** position.

d. A list of full-time and itinerant vacancies and vacancies for all Speech and Language Impaired Programs will be available via mass mailings ~~email~~ as vacancies occur in ~~October, March and May or a current vacancy list will be reported in the monthly Speech/Language Shared Decision-Making Minutes~~. 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 Coordinator or Specialist~~. In cases of ~~involuntary~~ transfers, positions filled by part-time hourly DCPS Speech-Language Pathologists and contracted Speech-Language Pathologists will be considered vacant.

e. 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.

f. 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.

g. Assignments will be made at least two (2) weeks prior to the first pre- planning day for teachers.

h. Voluntary transfers will be considered up until one week prior to the first day for teachers.

i. 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.

j. Full-time positions shall be subject to the approval of the receiving principal.

The Speech-Language ~~Coordinator or Specialist~~ 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.

k. 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.

Tentative Agreement: DCPS Non-Economic Proposals to DTU

ARTICLE I – Purpose & Recognition

B. Recognition --

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 (Art, Music, etc.), Instructional Dean, Vocational Technical, Office Education, Industrial Arts, Manpower and Diversified (DCT), ~~Guidance Counselors~~ Certified School Counselors; Occupational Therapists; Physical Therapists; Psychologists; Occupational Specialists; Media Specialists; Social Workers; Specialists (instructional and administrative) - Other Instructional; TV Instructors; Other Instructional (except Administrative Assistants).

Article III Organizational Rights

N. DTU Contracts

District is moving to placing documents on SharePoint and not DCPS website.

N. DTU Contracts

The Bargaining Agreement will be made available on the District ~~SharePoint~~ Website. Layout and design shall be mutually agreed upon by the Parties. In addition, DTU has the right to utilize DCSB printing services as a top priority through Human Resources Services (and at the same cost to Human Resources Services) in order to print contracts. DTU will pay for the cost of printing contracts.

Article IV Governance and Oversight

A Shared Governance #7.b District -Based Paperwork added #3, #4 and #5

(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.

Article IV Governance and Oversight Page 17

D. Turnaround Schools

D. Turnaround Innovation School Improvement Schools

The parties agree that the District designated ~~Turnaround~~ **Innovation School Improvement (ISI)** Schools 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 ~~Turnaround School~~ **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.

V – Teacher’s Rights

A. Non-Discrimination

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, ~~handicap disability, or any other protected group as set forth in district policy~~, or membership or participation in the normal activities of the DTU.

ARTICLE V – Teacher’s Rights

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. ~~A committee comprised of representatives of the DTU and Superintendent recommended procedures to implement this subparagraph and recommended measures to reduce the number of employees assigned to the disciplinary center. These criteria and guidelines may be found in Appendix E.~~

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.

~~When an incident involving the discipline of a teacher comes before the Professional Standards Committee, the teacher may choose to have a representative make a presentation of no more than five minutes to the Committee on his/her behalf. The five-minute limit may be extended upon the agreement of the Committee. The teacher representative will not be present during the Committee's deliberation of the matter. It is understood that the teacher will not be present during the presentation or the deliberation of the disciplinary matter.~~

ARTICLE V – Teacher's Rights

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, ~~or~~ 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**. The teacher will notify the office immediately when this action is taken.
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.

Article V – Teachers Rights

L. Children of Employees

Children of Employees

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

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

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,

Article V – Teacher Rights

M. Planning Books

M. ~~Planning Books~~ Lesson Plans

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

Article V – Teachers Rights

Q. Drug and Alcohol Abuse Policy and Procedures

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.

Article VI – Employment Conditions

F. Summer School Workday

E. Summer-School Workday

The summer-school teacher's workday shall ~~be six (6) hours~~ **vary based on program and student needs. on campus including lunch and, in addition, whatever off campus time the teacher deems necessary to adequately prepare for the educational program such as preparing lesson plans, grading papers, and securing library materials.**

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.

Article VI – Employment Conditions

I. Teaching Preparations

I. Teaching Preparations 5th paragraph

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.

Article VI – Employment Conditions

K. Summer-School

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 **and be highly qualified** or licensed as applicable.

Article VI – Employment Conditions

L. Appearance

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 **(1-9)**, except that expectations for teacher appearance shall be negotiated when the general code of appearance for students is changed.

Article VI – Employment Conditions

M. Clean and Safe Conditions

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 ~~440.56-442.007~~, which states:
"Every employer, as defined in F.S. 440.02, shall furnish employment ~~which shall be~~ **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 life~~ **lives**, health, and safety of ~~such~~ employees.

As used in this section, the terms 'safe' and 'safety' as applied to any employment or place of employment ~~shall~~ mean such freedom from danger as is reasonably necessary for the protection of ~~the~~ **life lives**, health, and safety of employees ~~or the public~~, including conditions and methods of sanitation and hygiene. . . "

Article VI – Employment Conditions

M. Clean and Safe Conditions

5. Tobacco Free Schools

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.

Article VI – Employment Conditions

N. Field Trips

N. Field Trips (3rd paragraph)

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).**

Article VI – Employment Conditions

S. Teaching Supplies

S. Teaching Supplies

Teachers - Members of the bargaining unit shall not be required to furnish supplies at their own expense. In addition, the employee shall not be required to furnish materials for the implementation of District or school instructional mandates.

OTs/PTs – 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.

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.

Article VI – Employment Conditions

V. Check-In Procedure

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 the work location has a badging system, the teachers must use their own badge to check in and out each day.**

Article VI – Employment Conditions

Z. Exceptional-Education Teachers

Z. Exceptional-Education Teachers (2nd paragraph)

Teachers of exceptional education classes may request articulation of students assigned to their classes. Such requests shall be according to the ~~Duval County District Procedures for Exceptional Student Education document approved by the Florida State Department of Education.~~ **Duval County Exceptional Student Education Admissions and Placement Procedures.**

Article VI – Employment Conditions

AA. Curriculum and Assessment Writing

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.

Article VI – Employment Conditions

AA. Resource Periods and Planning Time- Elementary Schools

2. Elementary Schools

- b. The school day shall be scheduled so as to normally provide all classroom teachers, including Pre-K teachers, forty (40) minutes for professional activities before the student day begins, within the current workday. The employer agrees to meet with DTU by December each year, ~~2017~~ to look into the possibility of providing additional planning time for Pre-K teachers.
- c. Resource teachers, media specialists, and ~~guidance counselors~~ **Certified School Counselors** shall have forty (40) minutes of scheduled planning time daily, during the work day (or its equivalent in larger blocks of time throughout the week), in addition to lunch.

Article VI – Employment Conditions

AA. Resource Periods and Planning Time- Elementary Schools

3. Elementary Common Planning

- a. Effective 2015-2016 each elementary teacher, (including Art, Music, Media, Physical Education, Coaches and ~~Guidance Counselors~~ **Certified School Counselor**) shall be provided a minimum of two resource/planning periods per week of not less than 45 minutes.

Article VI – Employment Conditions

AA. Resource Periods and Planning Time- Secondary Schools

4. Secondary Schools

In secondary schools that have an A/B schedule with 90-minute periods, each teacher, media specialist and ~~guidance counselor~~ **Certified School counselor** shall be provided four 90-minute planning periods each week for teacher initiated professional activities.

In secondary schools with a straight seven period day, each teacher, media specialist and Certified School counselor shall be provided one planning period each day 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, 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 parent, communicating student academic progress to parents, supervision of student, developing individual education plans (I.E.P.s) ~~for student experiencing academic or behaviors problems~~ **for students with disabilities**, peer teacher programs, coordinating follow up academic assignment for student absentees or ISSP.

Additionally, one 90-minute planning period each week shall be used for administratively directed professional activities.

Article VI – Employment Conditions

BB. Resource Periods and Planning Time

5. Occupational and Physical Therapists (OT/PT)

OT/PT shall have a minimum of forty (40) minutes of scheduled therapist directed planning time during the workday (or its equivalent in larger blocks of time throughout the week), in addition to lunch.

Article VI – Employment Conditions

CC. Posting

The following shall be posted in a timely manner via the districts applicant system, professional development portal, bi-monthly on the bulletin boards (except as noted) in 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)

Article VI Employment Conditions

FF. Self-Reporting

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.

Article VII – Assessment/Professional Development

A. Employee Evaluation

8. ~~“Held Harmless”~~

~~In order to ensure teachers whose students take the new Florida Standards Assessment (FSA), other state and district EOC's, district developed assessments, or any other assessments use to determine student growth are not adversely impacted during the initial implementation of the new state assessment, all instructional employees will be “held harmless” on the student performance measure of their summative evaluation during the 2014-2015 school year. The district and DTU shall further define “held harmless” upon receipt of guidance from FLDOE.~~

Article VII – Assessment /Professional Development

B. Beginning Teacher Program -

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 ~~10~~ **4** days for each school year, for the release of beginning teachers and/or ~~mentor peer~~ 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 a 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. These 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**

Article VII – Assessment /Professional Development

C. ~~In-service Days for New Teachers -~~

~~Members of the teachers bargaining unit who are in their first year of employment with the Duval County School District and placed under contract at the beginning of the school year will be required to attend no more than two days of in-service training outside the normal work calendar.~~

~~As part of the in-service program provided during these two days, Duval Teachers United will be allotted a reasonable period of time on the program for the purpose of sharing information. The Duval Teachers United may make recommendations to the Superintendent regarding the planning of the in-service program. The time allotted for this purpose will be by mutual agreement of the Superintendent of Schools and the president of Duval Teachers United.~~

~~Compensation for the in-service training is included in the base pay of the employee's salary schedule.~~

Article VII – Assessment /Professional Development

D. In-service Programs

- ~~4. For the term of this Agreement, Red Cross/CPR training for coaching certification shall be furnished by the District at no expense to the Employee.~~

Article VII – Assessment/Professional Development

E. Vocational Certification

E. ~~Vocational Certification~~ Career and Technical Education (CTE)

~~Vocational trades teachers shall be required to obtain industry certification as well as Florida professional certification by the beginning of 2002-03. A committee appointed by the DTU and the administration shall determine the specific certification required for each teaching area.~~

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

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 requests ~~to in writing to the Division of Human Resource Services~~ **by the negotiated date (spring of each school year). on or before April 1.**
- 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 ~~continuously~~ **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 the ~~Division of Human Resource Services~~ prior to June 1.

Article VIII – Transfers/Surplus

A. Employee Transfer #2 -

2. ~~The Employer and DTU agree that the law commonly referred to as the Student Success Act in Chapter 1012, Florida Statutes requires negotiated language regarding employee Transfers, Surplus and Reductions in Force based on educational program needs and performance evaluations of employees within the affected program areas. Upon approval of rulemaking by FLDOE regarding the same, the parties shall negotiate in good faith the provisions set forth in the Act by the required deadlines, currently required by July 1, 2014 or as later amended.~~

Article VIII – Transfers/Surplus

A. Employee Transfer

3. Facility Closing

Employees ~~with ten (10) or more years of seniority, and~~ 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.

Article VIII – Transfers/Surplus

A. Employee Transfer

4. Staffing of New Facilities

Employees who apply for transfer, including staffing of a new facility, shall submit the request in writing online to the Division of 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, ~~staff at the feeder school(s).~~ 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. Volunteers for transfer from the feeder schools shall be placed in order of seniority for interviews with the principal.~~
- ~~c. Members of the bargaining unit who are surplus from the feeder schools and are identified in accordance with surplus procedures and have ten (10) or more years of experience shall be placed in the new facility first. Other surplus (transfer) employees from the feeder schools will then be placed.~~
- ~~d. b.~~ The remaining positions will be staffed with administrative and voluntary transfers, and returns from leave teachers, according to in accordance with the transfer procedures as in Section A 1, and other provisions of this agreement.
- ~~e. c.~~ New hires shall be placed in new schools only when the above procedures do not produce adequate staff.

Article VIII – Transfers/Surplus

D. Reduction in Force/Recall

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 ~~seniority~~ VAM scores as defined in this contract.

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. ~~An employee terminated due to a reduction in force for either the 1990-91 or 1991-92 school years, or both, shall have such service connected to the subsequent school year and considered as continuous. Agreement to this provision by both parties shall not affect placement for the 1992-93 school year.~~

Article IX - Leaves of Absence

B. Sick Leave #3 and #4

#3 Sick leave is accrued once a month and is “at the end of the month.”

#4 Add language for current procedure to submit doctors’ statement through ESS online leave process

3. As used in this section, one day of sick leave for the purpose of accrual and use shall mean to be the equivalent in hours and may be accrued ~~over two pay periods in a~~ 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, ~~the Payroll Office, 1701 Prudential Drive, with~~ a doctor's statement attesting to the illness with the anticipated date of return as soon after the

sixth day as possible but, in any case, prior to receiving the paycheck for the pay period in which the sixth day occurred or any subsequent paychecks. Should the employee be unable to submit the doctor's statement as required above, he shall be paid for any sick leave to which he is entitled when the doctor's statement is submitted to the Payroll Office.

Article IX – Leave of Absence

B Sick Leave

6. 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.

Article IX – Leaves of Absence

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. Additional sick days taken during the summer session shall be without pay. No leave will be granted for court or jury duty.

No leave without pay shall be taken by the employee during summer school assignment, except in the event of an emergency or illness.

Article IX – Leaves of Absence

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.
4. Exposure Claims: An injury or disease caused by exposure to a toxic substance, including, but not limited to, fungus or mold, is not an injury by accident arising out of the employment unless there is clear and convincing evidence establishing that exposure to the specific substance involved, at the levels to which the employee was exposed, can cause the injury or disease sustained by the employee. [440.02 (1)]. This provision shall apply only to uncommon diseases such as meningitis and scarlet fever and illnesses commonly called "childhood diseases" such as chicken pox, mumps, measles, etc. This will not include the common cold, influenza, or diseases which ordinarily would spread among the total population. Illnesses that ordinarily spread among the total population such as the common cold, influenza and streptococcus are generally excluded from Workers Compensation coverage.

Article XI – Leaves of Absence

F. Court or Jury Duty

F. Court or Jury Duty

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.

Article XI – Leaves of Absence

J. Leave Due to Pregnancy/Maternity/Adoption

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

- a. 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.
- b. 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.

Article IX – Leaves of Absence

K. Assigned Duty Elsewhere

K. Assigned ~~Temporary~~ Duty Elsewhere

~~Assigned Temporary~~ Duty Elsewhere (~~temporary duty~~) may be granted by the Employer upon the request of an employee, provided such duty is in the interest of the Employer. An employee so assigned shall be considered in regular service but on temporary duty and shall continue in the same pay status for the period of time approved. The Employer may assign an employee on temporary duty when 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 ~~126~~ 106, Part 7, of the Ordinance Code of the City of Jacksonville.

The parties agree that "~~Assigned Temporary~~ Duty Elsewhere (~~temporary duty~~)," 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.

Article IX – Leaves of Absence

M. Personal Health Leave

M. Personal Health Leave

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,** ~~the Payroll Office, 1701 Prudential Drive, Jacksonville, Florida, 32207,~~ a statement from his physician as evidence of satisfactory physical condition before returning to work.

Article IX – Leaves of Absence

O. Insurance Benefits- Leaves of Absence Without Pay

O. Insurance Benefits – Leaves of Absence Without Pay

Payment for premiums **are billed bi-weekly. may be made monthly, quarterly, or annually in advance, by the 25th of the month for the following month(s), as arranged in advance by the employee.**

Article XI Accountability/Challenged Schools

A. Critically Low Performing Schools

B. Waivers – updated language.

A. Critically Persistently Low Performing Schools

~~For the purpose of this article shall be defined as, schools designated as "D" or "F" by the DOE. Low "D" or "F" schools shall be those that failed the minimum criteria in two of the three areas. 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 ~~critically~~ **persistently** low performing school during the life of this contract, the parties agree to the following waiver procedure:

Article XI Accountability/Challenged Schools

C. **Administrative Actions/Incentives**

1. Reconstitution of schools rated as ~~low "D" or "F"~~ **"persistently low-performing school."**
 - a. A plan to reconstitute ~~low "D" or "F"~~ **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.
 - c. ~~All designated schools should be staffed with TIS's and/or professional development resource personnel.~~

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 ~~low "D" or "F"~~ **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.

Article XI Accountability/Challenged Schools

C. **Administrative Actions/Incentives**

3. The priority criteria for reduction in force or surplus of teachers for schools rated as ~~low "D" or "F"~~ **persistently low-performing** shall be:
4. The priority criteria for summer school assignments for schools rated as ~~low "D" or "F"~~ **persistently low-performing** shall be:
5. Assignment for Extended Year or Extended Day
 - a. ~~For 99-00: 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. ~~for 99-00.~~

Article XI Accountability/Challenged Schools

C. **Administrative Actions/Incentives**

- a. Individual salary incentives (supplements) for each **Effective or Highly Effective** ~~satisfactory~~ teacher at schools rated as ~~low "D" or "F"~~ **persistently low-performing will may** be provided if school grade designations are increased by one letter grade.
- b. Additional individual salary incentives ~~will may~~ be made available to each ~~satisfactory~~ **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. ~~By October 15, 2012 a Performance Salary Schedule Work Group with equal representation from the Employer and DTU shall begin work to comply with the compensation requirements for the Student Success Act.~~
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. ~~Additionally, the parties shall submit to the Duval County School Board compliant language with the law commonly known as the Student Success Act as it relates to a performance salary schedule, grandfathered salary schedule and salary adjustments, upon approval of rulemaking by FLDOE regarding the same. Such negotiated language shall replace and supersede Appendix A upon ratification by the Employer and DTU.~~

b. For new employees, hired prior to the 1999-2000 and ~~with~~ 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.

Article XII - Compensation

A. Teacher Salary Schedule Guidelines

2. d., e. and f. update language to current process
 - 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. ~~Teaching experience may be allowed on a year to year basis for verified efficient full time teaching service in the public school system of Florida including services set forth in Florida Statutes, or on a year for year basis for verified efficient full time teaching service in institutions not a part of the public school system in Florida.~~ 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.

A. Teacher Salary Schedule Guidelines page 65

3. Vocational Teachers "C."

Strike through old language.

- c. ~~As a pilot for the 01—02 and 02—03 school years only, e~~ 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. ~~Vocational teachers who have been approved to participate in the pilot and who subsequently are qualified and placed in accordance with the provisions of this section shall be permitted to retain their occupational experience. At the end of each year, Human Resources and Duval Teachers United will review the success of the pilot.~~

Article XII - Compensation

Teacher Salary Schedule Guidelines

Under B. Grandfather Salary Schedule

Teachers – Teachers ~~who elect to remain~~ 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 ~~who elect to remain~~ 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 ~~who elect to remain~~ 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.

Article XII - Compensation

Teacher Salary Schedule Guidelines

B. 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 – 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:

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

Psychologists – Psychologists ~~who elect on~~ the performance pay schedule shall be paid ~~one~~ 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

Article XII - Compensation

Teacher Salary Schedule Guidelines

C. Bi-Weekly Pay Periods

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. ~~The new pay calendar shall be attached to this Agreement as an Addendum.~~ Those wishing to select the Optional Pay Plan must forward a signed request to the Personnel Division Human Resource Services prior to the first scheduled pay date Friday in September of each school year. Those personnel who previously elected the Optional Pay Plan will remain ~~paid from it in effect~~ unless specifically canceled in writing before the first scheduled pay date of each school year. ~~by the same date.~~

2. ~~Effective July 1, 2005, e~~ Electronic Funds Transfer (Direct Deposit) ~~will be is~~ required for all employees upon hire.

Article XII - Compensation

Teacher Salary Schedule Guidelines

D. Incentive Pay

- 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. ~~If the academic requirements are completed prior to September 1 of a school year, t~~ The entire supplement will be paid and prorated based upon the completion date of the academic requirements. ~~If the requirements are completed after September 1 that prorated share will be paid based upon the percentage of the normal work year remaining.~~ Evidence of completion of the required credits must be filed with the ~~Chief of~~ Assistant Superintendent of Human Resource Services.

Article XII - Compensation

E. Performance Pay changing to Alternative School Supplement

~~Performance Pay~~ Alternative School Supplement

1. Teachers who qualify for ~~performance~~ the alternative school supplement pay shall be paid in accordance with the ~~Performance Pay~~ Alternative School Supplement schedule in Appendix C.
2. ~~A committee made up of representatives of DTU and the Employer shall convene by September 12, 2005 to develop a new plan for supplements for members of the bargaining unit at Lackawanna, Grand Park, and Rutherford.~~

Article XII - Compensation

F. NBPTS Certification Supplement Requirements and Criteria

~~F. NBPTS Certification Supplement Requirements and Criteria~~

~~1. Mentoring Services and Activities for State Mentoring Award~~

~~a. Mentoring and related services shall be provided to teachers:~~

- ~~• Tenured or PSC teachers who have received their first less than satisfactory evaluation, teachers who are on a Success Plan, teachers who are on a Fourth Year Waiver, or teachers who are identified by their principal as in need of services; or~~
- ~~• Beginning Teachers; or~~
- ~~• Teachers registered by NBPTS as working toward national certification.~~
- ~~• Mentoring activities for tenured or PSC teachers who have received their first less than satisfactory evaluation, teachers who are on a Success Plan, teachers who are on a Fourth Year Waiver, beginning teachers, or teachers who are identified by their principal as in need of services may be performed during non-student contact time.~~

- ~~b. A program and procedures to assist tenured or PSC teachers who have received their first less than satisfactory evaluation, teachers who are on a Success Plan, teachers who are on a Fourth Year Waiver, beginning teachers, or teachers who are identified by their principal as in need of services will be developed by Professional Development, for implementation during the 2001—2002 school year.~~

~~In the 2001—2002 school year, mentoring and related services for teachers in need of services as outlined in such program shall be performed as part of the 12 workday requirement.~~

Article XII - Compensation

L. Magnet Programs

~~L. Magnet Programs~~

~~Lead teachers in Magnet Programs may receive differentiated stipends in accordance with the Magnet Lead Teacher Remuneration Plan under certain circumstances if approved by the School Board up to the maximum indicated in the Supplemental Salary Schedule.~~

Article XII - Compensation

N. JROTC Instructors

1. The ~~instructors' monthly pay~~ Minimum Instructor Pay (MIP) will be determined by the appropriate branch of the military service. ~~as if the instructor was on active duty.~~

Article XII - Compensation

N. Optional Pay Plan

1. Employees wishing to select the Optional Pay Plan must forward a signed request to the Human Resource Services ~~Division~~ 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 ~~or days~~ earned, and not hours ~~or days~~ paid.

Article XII - Compensation

P. Background Checks

P. Background Checks

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

Pursuant to Florida Statute 1012.32, any person seeking employment with DCSB is required to be fingerprinted before employment. For the term of the current Agreement, the District shall pay for re-fingerprinting and maintenance fees.

Article XIII – Employees Benefits

A. Health Insurance

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.
7. The DCSBPS 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.
 - 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, and International Brotherhood of Electrical Workers, Local Union 177, and The School Maintenance Employees & Associates, Inc., and DCSBPS will meet monthly to review all relevant information/data that may impact the status and viability of remaining “self-funded” in future years.

Article XIII – Employees Benefits

B. Life Insurance

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

Employees who complete their contractual obligation through the end of the school year shall have their coverage extended through ~~September 30~~ August 31.

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

C. Insurance for Retired Employees

~~The health insurance premium will be the same as the Employer contributes for active employees to age 65.~~

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

Article XIII – Employees Benefits

D. Sick Leave Pool

2. Sick Leave Pool

c. Each new employee to the sick leave pool shall contribute one (1) day of earned sick leave during each enrollment period. ~~the window entry period between August 1 and August 31.~~ Any employee who contributes one (1) day, within the window period, to the Sick Leave Pool shall have it returned to his account if the bank fails to become operable.

~~d. The Sick Leave Pool shall have a minimum of one thousand (1,000) days on deposit before becoming operable.~~

e.(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.

Article XIII – Employee Benefits

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.

Article XIII – Employee Benefits

G. Terminal Leave Page 78-79

Update language to be consistent with current policy “including any Florida Public School District service” and striking (g). Old language. #3. Clarifying (b) since payroll cannot payout these payments until they receive the Exit Interview form.

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 ~~with the Employer~~, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave.
- b. During the next 3 years of district service ~~with the Employer~~, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave.
- c. During the next 3 years of district service ~~with the Employer~~, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave.
- d. During the next 3 years of district service ~~with the Employer~~, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave.

- e. During and after the 13th year of district service ~~with the Employer~~, the daily rate of pay shall be multiplied by 94% of the number of days accumulated sick leave upon retirement.
- f. During and after the 13th year of 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.
- ~~g. For those former employees rehired and new hires with Florida experience after July 1, 1984, the above listed terminal pay provisions shall apply only to those sick leave days accumulated after the current date of employment. Any sick leave taken after July 1, 1984, shall be charged first to those days accrued after July 1, 1984.~~

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 calendar work days of the receipt of the Exit Interview Leave Disposition Form by the Payroll Department.** ~~effective resignation or retirement date.~~
- 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.**

Article XIII – Employee Benefits

H. PESCO and Financial Institutions

Services shall be provided to employees requesting payroll deductions in favor of the Community First Credit Union, PESCO, and the ~~AFL/CIO~~ **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.

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

Article XIII – Employee Benefits

J. Use of Employees' Vehicles/Reimbursement

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 ~~maximum amount per mile~~ **based on the IRS mileage rate regulation guidelines each year authorized by the Consolidated City Government of Jacksonville** or transportation shall be provided to the job site from the permanent work location.
- 2. Employees in the bargaining unit who have been approved by the Employer to receive mileage shall receive the maximum amount per mile based on the IRS mileage rate regulation guidelines each year. ~~authorized by the Consolidated City Government of Jacksonville.~~

Article XIII – Employee Benefits

K. Savings Bonds

K. Savings Bonds

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

Article XIV – Student Support Professionals

A. 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 and language pathologists, audiologists, social workers, school psychologists, occupational therapists, physical therapists, certified school counselors, and program representatives and specialists.

ARTICLE XIV – STUDENT SUPPORT PROFESSIONALS

B. Non Salary Contract Items

School Psychologists

B. Non Salary Contract Items

School Psychologists

- ~~1. Psychologists whose work year is twelve (12) months shall be established as follows:~~
 - ~~a. Up to 25% of the psychologists shall be on a "shortened calendar" which will be the same calendar established by the Employer for twelve (12) month certified employees, except that these psychologists shall be permitted leave without pay during the Christmas/New Year holidays, and Spring holidays instructional non-workday periods. This leave without pay shall not affect the anniversary date of these psychologists. Priority for working the shortened calendar shall be given by seniority to those whose most recent shortened calendar experience is in the most distant past.~~
 - ~~b. The remainder of the psychologists shall be on a "regular calendar" which shall be the same calendar established by the employer for twelve (12) months certificated employees.~~
-

ARTICLE XIV – STUDENT SUPPORT PROFESSIONALS

B. Non Salary Contract Items -- School Psychologists

2. Psychologists' Working Conditions
- a. Psychologists will be contracted for ten (10), ~~eleven (11)~~ **twelve (12) month alternative**, or twelve (12) months as determined by the Department of Student Services and, ~~whether on a regular or shortened calendar,~~ shall be eligible for paid holidays as established by the Board for the corresponding certificated employees.
 - b. Annual leave for twelve (12) month psychologists, ~~whether on a regular or shortened calendar,~~ shall be accrued as established for twelve (12)-months certificated employees in the Rules of the Duval County School Board, ~~Sec. 10-158~~ **Chapter 6.57**. 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.

ARTICLE XIV – STUDENT SUPPORT PROFESSIONALS

B. Non Salary Contract Items --

3. Voluntary Transfer (School Psychologists/Social Workers)
 - c. Employees who wish to apply for transfer must submit a written request **electronically to the Human Resource Services Department** on or before ~~March 1 annually~~ **the annual deadline**. Applications will be kept on file for one calendar year.

ARTICLE XIV – STUDENT SUPPORT PROFESSIONALS

C. Salary Issues – Specialists

- C3. 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.

ARTICLE XIV – STUDENT SUPPORT PROFESSIONALS

D. Evaluation

A committee with equal representation from DTU and the DCSB will be formed and will meet ~~by September 1, 2005~~ to review and update the evaluation instrument and create an evaluation procedural manual for student support professionals.

ARTICLE XV – Conformity to Law/Agreement

B. No-Strike Clause

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~~ **203**.

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	
Level	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 10 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 13 of the Grandfather (TA) Salary Schedule.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

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

GRADE	01 MASTERS		02 SPECIALIST		03 DOCTORATE	
	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	54,452	28.47908	56,094	29.33787	57,737	30.19718
07	55,371	28.95973	57,014	29.81904	58,657	30.67835
08	56,521	29.56119	58,163	30.41998	59,806	31.27929
09	57,670	30.16213	59,313	31.02144	60,956	31.88075
10	58,820	30.76360	60,462	31.62238	62,105	32.48169
11	59,969	31.36454	61,611	32.22333	63,255	33.08316
12	61,119	31.96600	62,761	32.82479	64,404	33.68410
13	62,498	32.68724	64,140	33.54603	65,783	34.40533
14	63,877	33.40847	65,520	34.26778	67,163	35.12709
15	65,257	34.13023	66,899	34.98902	68,542	35.84833
16	66,636	34.85146	68,278	35.71025	69,921	36.56956
17	68,015	35.57270	69,657	36.43149	71,301	37.29132
18	69,624	36.41423	71,267	37.27354	72,910	38.13285
19	71,234	37.25628	72,876	38.11506	74,519	38.97437
20	72,843	38.09780	74,485	38.95659	76,128	39.81590
21	74,682	39.05962	76,324	39.91841	77,967	40.77772
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.

Salary schedule effective July 1, 2020.

**DUVAL COUNTY PUBLIC SCHOOLS
2020-2021**

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

GRADE	01 MASTERS		02 SPECIALIST		03 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.

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

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%.

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**

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

GRADE	02		03		04	
	MASTERS		SPECIALIST		DOCTORATE	
Level	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	47.44898

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**

Teacher - Job Share (Grandfather)

99 Days/7.33 Hours Daily

Pay Scale TJ

GRADE	01 BACHELORS		02 MASTERS		03 SPECIALIST		04 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.

Salary schedule effective July 1, 2020.

**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 \$1500 annual supplement.

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

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%.

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
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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 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 - 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

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	74,400

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
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**

**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.