

## ARTICLE IV -- CONTRACTS

### Section 1. Individual Contract

Where State Statutes require that employees serve under individual contract, the Board agrees that each of the employees shall receive a copy of that contract within 30 calendar days after beginning employment.

The provisions of the law of the State of Florida governing the awarding of a continuing/professional service contract shall apply.

### Section 2. Contractual Status

#### A. Continuing Contract

All continuing contract teachers and all annual contract teachers who earned continuing contracts on or before July 1, 1984 shall retain continuing contract status under the provisions of Florida Statutes, unless the employee voluntarily relinquishes continuing contract status in consideration of additional compensation and/or benefits, as agreed to by the Board and the Union under conditions and procedures established through negotiations by UTD and M-DCPS. Any employee who agrees to relinquish continuing contract status will be issued a professional service contract, as established in Florida Statutes.

#### B. Annual Contract

Annual contracts will be issued to all eligible instructional employees who: (a) are new to Miami-Dade County who do not hold or who have not previously held a continuing contract or professional service contract in any district in the state; (b) do not have a valid regular educator's certificate; and, (c) were hired subsequent to July 1, 1982, until such time as they qualify for a professional service contract.

#### C. Probationary Physical/Occupational Therapists

The probationary period for newly-hired Physical and Occupational Therapists shall be 90 calendar days.

#### D. Professional Service Contract

All teachers hired by M-DCPS who successfully complete three years of probationary service, hold a regular educator's certificate, and who are recommended by the Superintendent and appointed by the Board, shall receive a professional service contract.

The professional service contract shall be effective on July 1 of the fiscal year following the completion of all requirements. The Board may issue a professional service contract to any employee who has previously held a professional service or continuing contract in the district or in another district within the state without the employee having to serve a probationary year.

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In accordance with Florida Statutes, a professional service contract shall be renewed each year unless the Superintendent of Schools, after receiving the recommendations required by Florida Statutes charges the employee with unsatisfactory performance and notifies the employee of performance deficiencies as required by Florida Statutes.

- E. Types of Contracts - As applicable, the Board shall provide eligible certificated employees contracts as follows:
  - 1. Ten-month regular;
  - 2. Twelve-month regular; and,
  - 3. One-half time, four-sevenths time.
  
- F. Issuance of Contracts - All individual contracts shall be issued as expeditiously as possible provided, however:
  - 1. Annual contracts shall be issued to such individuals no later than 120 workdays from the date such contracts were approved by the Board.
  - 2. Professional service contracts shall be issued to eligible employees no later than December 1 of each school year.
  - 3. A person who has previously held a continuing contract/professional service contract in Miami-Dade County, or another county of the state, shall be awarded a professional service contract, if eligible, pursuant to provisions in Article IV.
  
- G. Applicability of Contract Credit - Certificated employees filling positions for which certificates are required, who are employed for a creditable year as previously defined, shall be credited with one year of experience for professional services contract determinations, pursuant to Florida Statutes.

### **Section 3. Contracts for School Social Workers and Special Education Teachers**

Continuing contract status for school social workers and special education teachers (hired before July 1, 1988) shall be awarded upon the following conditions:

- A. Fulfillment of requirements of Florida law for the awarding of continuing/professional service contract as a teacher; and,
- B. Certification in field, provided that employees now occupying positions governed by this Section will have one year to achieve certification, if they presently do not hold it in their field;
  - 1. To be eligible as a school social worker, one must be certified as a visiting teacher (social worker/school social worker).
  - 2. To be eligible as an special education teacher, one must be certified in the exceptionality in which the probationary period is served.

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- a. Once a continuing contract is granted, it is applicable to all exceptionalities in which the employee is certified.
  - b. The continuing contract for special education does not extend to exceptionalities for which the teacher is not certified.
- C. Serve a one-year probationary period in the positions governed by this Section:
1. One year is defined as service for more than 99 days in the year.
  2. The year's probationary period must yield:
    - a. an annual evaluation that meets standards.
    - b. a recommendation by the principal/supervisor.
  3. The continuing contract is not consummated until the employee has been reappointed for and begins work in the first year in which the contract is to be effective. The continuing contract shall be considered consummated if a reappointed employee is on approved sick leave when the work year begins. The contract shall also be considered consummated where a reappointed employee is on personal leave without pay at the time the work year begins, provided such leave does not extend beyond 20 workdays. The continuing contract shall not be consummated where the criteria above are not met, except by mutual agreement of the parties.
- D. Continuing contract status via this provision may be revoked if: (1) the entire classification of position is eliminated by the Board, or (2) budget reduction results in a reduction-in-force of employees occupying the positions governed by these guidelines.

If budget reductions that affect positions covered by this continuing contract occur, and these reductions cannot be absorbed by persons without continuing contract, the following procedures will be utilized to revoke the continuing contracts of affected employees:

1. School social workers and special education teachers will be returned to continuing contract status of classroom teachers in their area of certification in inverse order of seniority county-wide.
2. Seniority is defined as a total of all contractual service as a teacher in the M-DCPS.
3. Ties in seniority ranking will be broken by the following methods and in the order listed below:
  - a. credit for the number of teaching years outside Miami-Dade County but inside the State of Florida;

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- b. highest degree earned: Doctorate over Specialist; Specialist over Master's; Master's over Bachelor's;
  - c. credit for teaching years outside Florida; and,
  - d. randomized procedure of selection mutually agreed upon by parties to this Agreement.
4. A county-wide pool of school social workers and exceptional child teachers will be established, consisting of those persons who have been displaced and continuing contract revoked, in order of seniority. When and if positions become available again, the first person on the list in the respective pool will be offered a position. Failure to accept the position upon offer will result in the person being placed at the bottom of the list regardless of seniority. If a teacher refuses a second offer, immediately upon refusal, he/she will be removed from the pool. Acceptance of the position offered reinstates continuing contract status as of the date of acceptance.
5. No new personnel will be employed in positions for which reinstatable employees are available.
6. Teachers will remain in the pool until placed.
7. Personnel meeting requirements subsequent to reductions and revocation of continuing contract status will be advanced in reinstatement pools in order of seniority upon proof that all required qualifications have been met.
- E. In the event an employee loses continuing contract status, under this Section, he/she will revert to continuing/professional service contract status as a classroom teacher and retain all rights and privileges.
- F. At the conclusion of the probationary period, no change in classification shall be made by a principal for a teacher who currently occupies any of the above positions.

### **Section 4. Continuing Contract for Psychologists**

Upon qualifying for a continuing/professional service contract, under Florida law, psychologists (hired before July 1, 1988) shall also receive a continuing contract as a psychologist in the M-DCPS.

### **Section 5. Guidance Counselors, School Social Workers, and Psychologists**

Guidance counselors, school social workers, and psychologists who previously met contractual requirements for a local continuing/professional service contract, will retain all previous rights and benefits and will continue to be governed by the provisions of this Article.

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### **Section 6. Teachers Returning Under Full-Time Contract**

A teacher on continuing contract, who leaves the employment of M-DCPS and is reemployed and holds a regular educator's certificate, shall be granted a continuing contract, if said contract was issued prior to July 1, 1984. A teacher shall be issued a professional service contract, if said contract was issued subsequent to July 1, 1984.

Subsequent to July 1, 1984, the Board shall issue a professional service contract to any employee who has previously held a professional service contract or continuing contract in any other school district in this state, upon satisfactory completion of a school year in the M-DCPS with an annual evaluation rating that meets standards. A teacher who leaves the employment of M-DCPS on annual contract, and returns to the system after a lapsed time of not more than two years, shall be eligible to return at the contractual status and salary rate the teacher would have received had the teacher been on leave.

### **Section 7. M-DCPS/UTD Contract**

The negotiated M-DCPS/UTD Contract shall be distributed to all members of the bargaining unit, production and costs to be borne by the employer.

### **Section 8. Maintenance of Contractual Standards**

Where the Board determines it necessary or desirable to provide current or new employees the opportunity to participate in contracted or shared programs with other governmental agencies, community or charitable organizations or private corporations, the Board agrees that the salary and terms and conditions of this Contract shall apply to those employees.

It is understood by the parties that all employees provided by the M-DCPS to any other private or public agency or organization are Board employees subject to the rules of the Board and applicable labor contracts. Board employees are not subject to the rules and policies of any private or public agency or organization. This understanding shall be communicated to all private or public agencies or organizations and be made a part of any agreement entered into between the M-DCPS and any private or public agency or organization.