

ARTICLE XXVI -- PROFESSIONALIZATION OF TEACHING/EDUCATION

Pursuant to School Board Rule 6Gx13- 2C-1.111, the parties define Professionalization of Teaching/Education as a district-wide educational restructuring initiative designed to improve schools and student achievement by raising the status of the education profession and increasing parental involvement. This Rule is hereby incorporated and made a part of this Contract.

The parties' long-standing practice of establishing joint task forces and committees with equal M-DCPS and UTD representation has constituted a major step in the establishment of an appropriate climate for the professionalization of teaching/education initiative. Individual task forces have provided forums for open discussion of many educational issues and/or problems. More importantly, these task forces have been responsible for making appropriate recommendations to the Superintendent and the UTD President or Designee. In essence, joint task forces have acted as a primary shared decision-making model, allowing teachers and administrators to develop new and positive working relationships.

The next logical phase of the reform process is to move toward enhanced shared decision-making in those areas that directly impact on the delivery of educational programs and services, rather than those which focus exclusively on governance. In this phase, the principal is the instructional leader working with the informed support of an empowered staff and an enlightened community to articulate, refine, and implement a shared vision for a particular school. Accordingly, the parties agree to collaborate in creating innovative models for training teachers, temporary instructors, and paraprofessionals, making full use of modern technology. The parties further agree to explore differentiated and specialized instructional job categories which would enhance classroom instruction well into the future.

Together, these initiatives represent a commitment to develop a comprehensive plan to revolutionize the essence of the teaching and learning process -- how teachers are trained and students are taught and how their performance and progress are evaluated.

Section 1. M-DCPS/UTD Professionalization of Teaching Task Force (POTTF)

- A. In light of the educational reform movement, the willingness of the Board and the Union to take significant risks in the interest of improving education in Miami-Dade County, and in order to continue a pattern of successful, cooperative efforts, the parties agree to reconstitute the M-DCPS/UTD Professionalization of Teaching Task Force (POTTF) for the purposes of jointly reviewing the progress of current professionalization decisions and planning strategies for implementation of subsequent phases of the professionalization initiative. The POTTF, which is co-chaired by the Superintendent and the UTD President or Designee, shall review recommendations and reports submitted by the Planning/Oversight Subcommittee and will continue to make recommendations for new and/or modified programs to be incorporated in Board Rules, the M-DCPS/UTD Labor Contract, and the Board's annual legislative program. The POTTF and the Planning/Oversight Subcommittee shall afford equal representation to the Union and M-DCPS and shall be provided sufficient resources, consultants, and staff, as may be necessary, to complete its assigned charge.

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B. POTTF Planning/Oversight Subcommittee

The Planning/Oversight Subcommittee, which is co-chaired by the M-DCPS District Director for Labor Relations and the UTD President or designee shall:

1. monitor and submit necessary reports to the POTTF on the implementation of recommendations previously approved by the parties (OVERSIGHT);
2. explore, create, and develop new ideas and concepts in support of continuation and expansion of the professionalization of teaching/education movement and develop and submit recommendations to the POTTF in this regard (PLANNING);
3. receive and review recommendations from the Professionalization Issues Review Council (PIRC), as described in Section 2 of this Article; and
4. receive and review all requests for waivers of M-DCPS/UTD Labor Contract provisions, School Board and/or State Board Rules.

Section 2. Professionalization Issues Review Council (PIRC)

There shall also be established a Professional Issues Review Council (PIRC), consisting of administrators and teacher and paraprofessional representatives identified by M-DCPS and UTD, which shall be convened on an as-needed basis to consider professional and educational issues and make recommendations regarding same to the POTTF Planning/Oversight Subcommittee.

Section 3. Other Joint Task Forces

The parties further agree on the need to continue the following joint task forces for the term of the Contract.

- A. School Calendar -- The parties agree to discuss the development of all aspects of the official school calendar for each year of the contract through a joint Calendar Committee.
- B. Francisco R. Walker Teacher of the Year Task Force -- Composition shall be 12 members , five appointed by United Teachers of Dade and five appointed by Miami-Dade County Public Schools. Additionally, one representative from the Education Group of the Greater Miami Chamber of Commerce and an officer from the Miami-Dade County Council PTA/PTSA will serve on the committee annually. Every effort will be made by both parties to insure that the task force members reflect the diversity of Miami-Dade County. The task shall be to determine the Francisco R. Walker Miami-Dade County Teacher of the Year. This Task Force shall function in compliance with any Department of Education regulations governing selection of the Teacher of the Year but shall not be restricted in establishing county guidelines for nomination and selection procedures. The task force shall determine its own meeting times and shall submit a schedule of meetings to the Superintendent and United Teachers of Dade. This Task Force shall be in an active status in accordance with Department of Education dates of implementation.

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- C. Paraprofessional of the Year Task Force -- Composition shall be 10 members. The Paraprofessional of the Year Task Force shall develop procedures which shall govern the selection of the Paraprofessional of the Year.
- D. Reports and Forms Control Task Force -- The Reports and Forms Control Task Force shall be established each year and membership will consist of 11 individuals: six will be teachers appointed by the Union, and the remainder will be named by the Superintendent. The committee will review procedures for eliminating, revising, reducing, or consolidating paperwork and data collection requirements within the school district and will submit an annual report of its findings to the Superintendent and the UTD President or Designee by May 1.
- E. Florida Future Educators of America (FFEA) Task Force -- A joint task force established and composed of representatives of M-DCPS, UTD, and local teacher training institutions. The task force shall monitor the FFEA program and make periodic reports and recommendations to the Superintendent and UTD President or Designee.
- F. Special Education Task Force -- The parties agree to establish a Special Education Task Force. This Task Force shall jointly review and study the M-DCPS Special Education Program. All recommendations and reports of the task force shall be submitted to the Superintendent and the UTD President or Designee. This Task Force will meet at least semi-annually and shall be established for the term of this Agreement.

Section 4. The Role of the PACES

The involvement of practicing individuals in setting standards for their own performance is one touchstone of the professions. In this regard, the joint development of the PACES and its predecessor, the Teacher Assessment and Development System (TADS), reflects the long-standing and on-going efforts of the parties to professionalize teaching.

The PACES provides another hallmark of the professions, a commitment to on-going professional growth. It promotes, as well, the collegiality among teachers, administrators and others which is integral to promoting an organizational climate in which the enhancement of professional practices has the greatest potential to flourish.

Accordingly, the PACES incorporates Colleague Teachers, who work with other teachers as members of Professional Growth Teams. Their qualifications and procedures for their selection are detailed in the most current edition of the *Procedures for Observation, Assessment, and Evaluation of Instructional Personnel and School Support/Resource Personnel*.

The parties recognize the value of collegiality and the district reiterates its commitment to providing the time and professional preparation necessary to assure the effective participation of Colleague Teachers in the PACES Professional Growth Process.

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Section 5. Educational Excellence School Advisory Councils (EESACs)

- A. Professionalization of Education was designed to improve schools and student achievement by raising the status of the education profession and increasing parental involvement. The Professionalization of Teaching/Education initiatives advanced by this district are among its most defining and enduring endeavors. It remains incumbent on us to ensure that our continued commitment to the Professionalization of Teaching/Education is consistent with our original goals and our on-going mission of ensuring the best possible working and learning environment in our schools. We must continue to ensure that accountability for achievement is shared by all stakeholders - School Board, students, parents, teachers, support staff, administrators, and community. We must continue to foster an environment of professional collaboration among all stakeholders who must have an authentic role in decisions which affect instruction and the delivery of educational programs.
- B. Professionalization of teaching/education has clearly demonstrated the positive effects that result when administrators, teachers, parents and other stakeholders cooperatively develop instructional programs. The parties agree that joint planning serves to enhance the delivery of effective instruction. To this end, an EESAC is the sole advisory committee, among the various committees at the school site, responsible for developing and making final recommendations relating to the development and implementation of the School Improvement Plan (SIP). An EESAC has been established in each school, whose main goals will be the following:
1. to foster an environment of professional collaboration among all education stakeholders, who must have an authentic role in decisions which affect instruction and the delivery of educational programs.
 2. to assist in the preparation and evaluation of the SIP required from each school. All recommendations made by, and evolving from, the Councils should be tied to one or more strategies of its SIP, and in support of the state/district goals.
 3. to have the responsibility to address all state and district goals and the authority to periodically review the SIP and amend as needed. Amendments to the SIP must be resubmitted to the School Board for approval.
 4. to serve as the appropriate avenue for authentic and representative input from all education professionals, parents, students, business community, and interested citizens.
 5. to ensure the continued existence of participatory, consensus-building process on all issues related to the school's instructional program and which are in support of goals in the SIP and the state's or district's planning goals. Such issues shall include, but not be limited to, curriculum, budget, discipline, professional development, technology, instructional materials, staffing, and student support services.

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C. Educational Excellence School Advisory Council

1. Composition of the Educational Excellence School Advisory Councils shall be in accordance with School Board Rule 6Gx13- 1B-1.031.
2. The EESAC at each school/work site, shall assist in the preparation of the school's annual budget by developing recommendations for the expenditure of school budgeted funds that are in support of one or more goals in the SIP and the District's strategic planning goals. To this end, the EESAC shall receive a copy of the school's current budget and appropriate budget orientation/training from the principal (or designee). Responses to questions from the EESAC about the school budget, its structure, and implementation shall be provided to the EESAC in a timely fashion by the principal/supervising administrator.

The EESAC shall also develop a plan for expenditure of funds designated by the state specifically for the EESAC (SAC). A portion of these funds must be used for the implementation of the school improvement plan.

3. The EESAC, shall meet regularly to develop, discuss, and monitor the SIP in order to support the school's goals and its instructional program.
4. The EESAC may review, evaluate, and recommend new textbooks or curriculum materials in support of goals in the SIP.
5. Paperwork demands and expectations associated with goals established in the SIP and any forms not generated by the district or Regional Center level may be referred by the EESAC to a subcommittee for review and evaluation.

D. Educational Excellence School Advisory Councils Waivers

1. The professionalization of teaching/education has been significantly enhanced through implementation of school empowerment models which promote consensus decision-making and the utilization of collaborative problem-solving strategies. Accordingly, EESACs have been established to assist in the preparation and evaluation of the SIP and to continue to move toward consensus decision-making in those areas that directly impact on the delivery of educational programs and services through the school improvement process. Where labor contract provisions, School Board and/or State Board Rules and/or statutes are obstacles to implementation of school-based decisions, EESACs shall have the opportunity to request waivers, which shall be given every consideration. Such waivers, when agreed to by the parties, shall apply to the requesting site only.
2. All schools, through their EESACs, will be able to implement the respective waiver policies adopted by State Board Rules, Florida Statutes, School Board Rules, and the M-DCPS/UTD labor contract, provided such waivers are contained within, and support one or more goals of the SIP and the District's strategic planning goals. All approved waivers shall be incorporated by reference on a waiver document.

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3. Any additional waivers or modifications in current waivers which are subsequently recommended by the EESAC will be submitted to the co-chairpersons of the POTTF Planning/Oversight Subcommittee, who shall submit a proposed M-DCPS/UTD Memorandum of Understanding to the Superintendent and UTD President or Designee. Such requests for additional waivers or modifications in current waivers shall not be implemented until the parties have approved the proposed Memorandum of Understanding.

E. Educational Excellence School Advisory Councils Support Committee

The Office of School Quality Improvement shall be responsible for monitoring the educational excellence planning process and ensuring proper implementation of School Board Rules 6Gx13- 8D-1.01 and 6Gx13- 1B-1.31.

Regional Centers, district, and UTD staff shall be available upon request to assist EESACs in identifying resources and strategies necessary for the development and implementation of their School Improvement Plan. Subsequent review(s) of the School Improvement Plan by Regional Centers and district staff, when they occur, will take place only to assure compliance with state and district standards.

An EESAC Support Committee co-chaired by a designated representative from M-DCPS' Office of School Quality Improvement and UTD's Department of Educational and Professional Issues, and composed of various stakeholders, will report through the Office of School Quality Improvement. The parties agree that this committee will provide:

- ▶ appropriate joint support upon request of the principal, UTD, or the EESAC and upon notification of the Regional Center Superintendent.
- ▶ recommendations to the Superintendent and the UTD President or Designee regarding final resolutions of school issues.
- ▶ recommendations to the Superintendent regarding EESAC composition waivers.
- ▶ professional development activities in support of consensus building for all stakeholders, subject to available funding.

The committee may also seek assistance from other sources, which may include Labor Relations and UTD Field Services.

F. Educational Excellence School Advisory Council Transition Team Meetings

In order to effect a smooth transition when there is a change in school principalship, a Transition Team meeting will be convened by the appropriate Regional Centers offices as soon as possible after the new assignment has been approved. The transition team shall include, but not be limited to the following persons: the Regional Center Superintendent (designee), UTD staff member, newly-assigned principal, former principal, UTD designated steward, EESAC Chairperson (if applicable), parent representative (non-school employee), and student representative(s). For purposes of addressing major issues/concerns/ problems related to budget, personnel, curriculum,

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etc., procedures in the "District Handbook for New School Site Administrators" will be reviewed by both former and newly-assigned principals before each transition team meeting is convened.

Section 6. M-DCPS Professional Opportunities Program (POP) for Teachers

- A. The parties reaffirm their commitment to educational excellence and improvement of the overall quality of instruction by attracting and retaining superior teachers through establishment of a system of career advancement based upon superior performance, professional growth and development, and economic incentives.
- B. Accordingly, the M-DCPS POP has been established as a horizontal career ladder consisting of multiple and varied professional opportunities ("tracks") for teachers. M-DCPS POP incorporates specific career opportunities previously agreed to by the parties as joint professionalization of teaching/education initiatives (e.g., Satellite Learning Center lead teachers; resident teachers, and adjunct teachers; Teacher Education Center teacher-director; Future Educators of America teacher-coordinator; Bilingual Vocational Instructional Program teacher-coordinator; Education Television Program teacher-coordinator; Corporate Academy lead teacher; Title 1 Curriculum Specialists; Magnet School/Program lead teachers; and Peer Intervention and Assistance Consulting Teachers) and delineates generic guidelines for establishment and implementation of additional professional opportunities through this Program.
 - 1. Common Program Elements
 - a. Participation in M-DCPS POP shall be voluntary and participation or non-participation shall have no effect on the individual employee's contractual status; nor shall the decision to participate or not participate be considered a factor in the assessment of an employee's performance.
 - b. M-DCPS POP participants shall undertake additional school/ instructional leadership responsibilities, as determined for the specific track.
 - c. Except where otherwise agreed to by the parties, M-DCPS POP participants shall devote a portion of their professional duties to classroom teaching responsibilities.
 - 2. Criteria For Participation
 - a. Valid Florida Teaching Certificate;
 - b. Professional service or continuing contract;
 - c. Appropriate degree/qualifications, as determined for the role/ responsibilities of the selected track;
 - d. Acceptable performance evaluation ratings for the last three consecutive annual evaluations;

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- e. Additional requirements, as may be identified dependent upon the selected track; and
 - f. Acceptance of the conditions of assignment for the selected track (e.g., length of assignment/contract, location, etc.).
3. Selection Sequence
- a. Appropriate application submitted for participation, including portfolio describing applicant's professional record of achievements and leadership responsibilities;
 - b. Application and portfolios reviewed and assessed by a joint M-DCPS POP Committee whose composition and role shall be determined by the parties;
 - c. Oral interviews of selected applicants (which shall include completion of writing sample); and
 - d. Successful applicants assigned to desired M-DCPS POP track or placed in pool of eligible candidates for subsequent assignment to selected track, subject to periodic review by the parties.
4. Program Variables
- a. Incentives may include:
 - (1) Economic compensation, as specified in Appendix E, or modified/-established by the parties;
 - (2) Optional 10-month plus employment;
 - (3) Leave options (e.g., professional); and
 - (4) Other incentives, as agreed to by the parties.
 - b. Appointment to M-DCPS POP positions shall be for a minimum of one school year, with continuation subject to annual evaluation review.
 - c. Number of M-DCPS POP positions shall be limited by program/"track" and determined annually by the parties.
 - d. Duties and responsibilities shall be determined by and reflect the design of the appropriate "track".
5. All recommendations for establishment of additional M-DCPS POP "tracks" and/or modification of existing "tracks" shall be reviewed by the M-DCPS POP Committee which shall submit recommendations in this regard to the POTT Planning/Oversight Subcommittee.

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6. Continuation, modification, and/or expansion of the M-DCPS POP shall be subject to review of its effectiveness by the parties at the end of each contract year and continued funding by the Board. Recommendations in this regard shall be submitted by the M-DCPS POP Committee to the POTTTF Planning/Oversight Subcommittee.
7. A vacancy in any of the contractually-established M-DCPS POP positions shall be filled through a joint M-DCPS/UTD selection process, in a manner specified by the M-DCPS POP Committee.

C. Mandating Excellence and Rewarding Initiative in Teaching (MERIT)

The parties agree to jointly review the feasibility of developing a vertical career ladder designed to mandate excellence and reward initiative in teaching. Recommendations in this regard shall be submitted to the Superintendent and the UTD President or Designee.

Section 7. Secondary School Reform Initiative (SSRI)

Secondary School Reform is an initiative to fundamentally restructure secondary schools to more effectively meet the needs of all students. The Miami-Dade County Public Schools (M-DCPS) reform effort involves organizing secondary schools into smaller learning entities called “learning communities” or “learning academies.” These learning communities/academies are characterized by inter-disciplinary teams of teachers who share the same students and planning time. Each learning community or academy will focus on a theme combined with work experience or mentoring.

I. District Implementation

- A. Year I - In 2006-2007, 11 senior high schools have initiated the new reform plan.
- B. Year II - In the Spring of 2007 and each subsequent school year, all senior high schools will be given the option to implement/continue the SSRI for the subsequent school year. The number of schools participating may be limited by available funding. Unless specifically modified, the provisions of the 2006-2007 SSRI implementation will remain in effect.
- C. Once 80% of all high schools have elected to implement/continue the SSRI for a particular school year, the SSRI will be the high school model for the District in subsequent school years.

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II. Professionalization of Teaching/Education - - Joint Committees

In order to meet the goals of SSRI, the parties agree to establish a joint district level SSRI Oversight Committee.

District SSRI Oversight Committee -- This committee shall be composed of the Deputy Superintendent for Curriculum and Instruction or designee and the UTD President or designee, the Dade County Council PTA President or designee, two (2) Regional Center representatives, six (6) Cohort I administrators, eight (8) representatives selected annually by the UTD President, and a business and community representative.

The duties of the Oversight Committee shall be to:

- assist in monitoring progress of SSRI schools in meeting district goals;
- meet with SSRI schools to explore new ideas and concepts;
- serve as an advisory resource to SSRI schools;
- provide a forum to discuss problems and/or concerns;
- identify qualitative improvements in SSRI schools that reflect successful implementation of strategies;
- make data-driven decisions to improve student performance indicators;
- review and evaluate plans of future SSRI schools for alignment with district strategic plans; and
- collaborate with the business community to facilitate the development of mentoring and/or work experience opportunities;
- assist secondary schools in creating reform plans based on the unique characteristics of the school sites;
- identify model SSRI sites as demonstration schools for visitation;
- create training modules for pre-plan development;
- design professional development activities to assist in the implementation of plans; and
- authorize each school site to appoint a school-site preparation/plan subcommittee.

Additionally, each senior high school will establish a school site Secondary School Reform Subcommittee that will meet during the work day. Administrators shall provide coverage for employees to participate during the work day. Each school site subcommittee will be composed of a maximum of fifteen (15) members. Required members include the principal, a UTD building steward selected by the stewards at the school, the PTA President, a representative from each feeder pattern middle school, a business/community member, and the remaining members shall be elected by the faculty to include any of the following: departmental representatives, media specialists, paraprofessionals, counselors, coaches, and etc.

The role of the subcommittee is to:

- complete a self-assessment of demographic and student achievement data;
- participate in district provided SSRI professional development sessions;

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- plan and coordinate site visitations to model SSRI demonstration sites and Cohort I schools;
- coordinate articulation with feeder pattern middle schools for transitioning and curriculum alignment;
- collaborate with faculty, the community, and other stakeholders to develop the plan;
- draft and create a school site SSRI plan;
- identify available community resources to support the plan;
- submit plan to the District SSRI Preparation and Planning Committee for review and feedback; and
- unless specifically modified, the provisions of the 2006-2007 SSRI implementation will remain in effect.

III. The waiver process for implementation or continuation of the SSRI will require at least 66% of the teachers present and voting affirmatively using secret ballots. The vote will be noticed at least five working days prior to the vote taking place at a regularly scheduled faculty meeting.

Section 8. Saturn School Project

The Superintendent, in cooperation with the UTD President or Designee may identify which of the school district's new schools to be constructed and become operational over the next several years will be included in the Saturn School Project. This project is designed to develop innovative programs for meeting the specific needs of each new school's targeted students and its community. Saturn planning teams shall research a variety of successful school based professionalization/restructuring models and incorporate a model that combines on-going professional development and community involvement.

Proposers' conferences to disseminate Saturn School Project Requests for Proposals (RFPs) will be held. A joint M-DCPS/UTD review committee, with parents, business and community representatives, which is co-chaired by the M-DCPS Deputy Superintendent for Education and the UTD President or designee will select from submitted Saturn proposals and present recommendations for Saturn planning teams to the Co-Chairpersons of the POTTF for subsequent approval by the School Board.

Selections may include proposals from educators, private agencies, universities, businesses, industries and/or corporations. Selected planning teams will be assigned to the appropriate Regional Centers office up to 12 months prior to student occupancy to ensure their involvement in the planning and implementation of their proposals. During the planning year only, Saturn School Project Lead Teachers will be eligible for up to eight weeks of summer employment.

At least once a month, the Regional Center Superintendent or his/her designee shall convene a meeting of the Saturn Planning Team(s), which will consist of the principal and the Lead Teacher, to address all issues pertinent to the Saturn School(s).

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Section 9. Professional Leave Bank

- A. Purpose -- In the interest of encouraging and facilitating attendance at educational meetings, conferences, institutes, and participation in other professional activities, the parties agree to establish a Professional Leave Bank.
- B. It is agreed that guidelines and procedures for establishment of the Professional Leave Bank shall be explored during the term of this Contract.

Section 10. Modified Elementary School Day

The parties agree to maintain and monitor a modified elementary school day scheduling concept for the purpose of implementing alternative models regarding the elementary school day and other related issues (e.g., opening and closing times, teaching loads, planning and preparation, and programmatic concerns).

Section 11. Satellite Learning Centers/Schools

Satellite Learning Centers (SLCs) have been established as joint ventures involving M-DCPS, UTD, and businesses throughout Miami-Dade County. An SLC is a M-DCPS school in a facility provided by a host corporation. The grade configuration is kindergarten through second grade, with departures from this configuration dependent upon agreement of the parties. The parties further agree to pursue establishment of a satellite school(s).

A. SLC Definitions

- 1. SLC -- A M-DCPS school in a facility provided by a host corporation.
- 2. SLC Lead Teacher -- A teacher certified in elementary and early childhood education or primary education, who provides leadership and assumes supervisory responsibilities at the SLC, which have been delegated by the host Principal and mutually agreed upon and incorporated in the official job description.
- 3. SLC Teacher -- A teacher certified in elementary and early childhood education or primary education selected for assignment to an SLC.
- 4. SLC Host Corporation -- Any business, corporation, or governmental agency which enters into an agreement with M-DCPS to house an SLC and to provide the physical facility, utilities, maintenance, and other necessities that relate to housing an SLC.
- 5. SLC Host School -- A designated elementary school selected to serve as a budgetary link between the SLC and district/Regional Centers administrative services.
- 6. SLC Host Principal -- The principal at the host school who is responsible for all administrative and supervisory functions at the SLC and serves as liaison between the SLC Lead Teacher and district/Regional Centers administration.

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7. SLC Paraprofessional -- A paraprofessional who is selected for assignment to an SLC.

B. Satellite Learning Center Committee

1. There shall be established a M-DCPS/UTD committee which shall recommend host corporations, host schools, SLC teachers and paraprofessionals, assure orderly and equitable implementation of the SLC, and establish such additional guidelines and definitions, as may be necessary.
2. The SLC Committee shall consist of two members and two alternates appointed by the Superintendent and the UTD President or Designee.
3. The SLC Committee shall develop a procedures manual and checklist outlining start-up activities necessary to establish an SLC and procedures concerning the structure and operation of SLCs which shall, by reference, be incorporated and made part of this Contract.

C. SLC Employee Rights and Responsibilities

1. Bargaining unit members assigned to an SLC shall have all rights and privileges afforded under the M-DCPS/UTD Labor Contract, School Board and/or State Board Rules, and Florida Statutes. Modification of contractual wages, hours, and other terms and conditions of employment for such personnel may not be implemented prior to impact discussions with the Union.
2. Teachers applying for any full-time teaching position at a Satellite Center must be employed by Miami-Dade County Public Schools, but may be on an approved leave for one year or less. At least three years of successful teaching experience in Miami-Dade County Public Schools is required and a Master's degree is preferred.
3. Employees who work at an SLC shall not be prohibited from enrolling their children at the SLC (and/or the host school of record) where they are employed.
4. In the event that surplus determinations must be made at an SLC, the least senior teacher(s) will be declared surplus. Such surplus personnel shall be afforded reassignment options in the following order of priority:
 - a. priority consideration for an open position at another SLC;
 - b. assignment to an open position at the host school of record; and
 - c. assignment to the Regional Centers surplus pool.
5. Consensus Management -- The parties agree that teaching can be significantly enhanced through the implementation of learning-centered school models which promote consensus management and the utilization of collaborative problem-solving strategies. Accordingly, teachers at each SLC shall initiate and

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implement a consensus management model for planning and decision-making at their SLC.

6. SLC Lead Teachers

- a. Lead Teachers shall be selected by the SLC Committee.
- b. Lead Teachers shall be certified in elementary and early childhood education or primary education.
- c. The Lead Teacher at an SLC shall be exempt from being declared surplus so long as the particular SLC remains in operation.

7. Selection of Satellite Learning Center Instruction/Support Staff

When a full-time teaching position is open, an e-mail advertisement shall be sent to all locations. Applicants will send the required documentation to the Division of Schools of Choice to the attention of the District Director.

The Satellite Learning Center Interview Committee is composed of the following members:

- * Instructional Staffing Representative
- * SLC Host School Principal
- * SLC Lead Teacher
- * SLC Assistant Principal (if applicable)
- * UTD Representative

The SLC Interview Committee shall conduct interviews and upon reaching consensus make a final recommendation. The committee may recommend an alternate in the event that the selected candidate becomes unable to accept the position. If consensus cannot be reached, the position must be re-advertised and this procedure shall be followed until consensus is reached.

When a temporary teaching position or paraprofessional position is open, the principal of the host school and the lead teacher shall screen and interview the applicants and make the selection to fill the position.

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Section 12. Saturday School Program

A. Program Design

The instructional program for Saturday classes is structured to provide various enrichment activities. Students are afforded the opportunity to practice skills learned in the regular program in a relaxed, positive atmosphere. Teachers have the freedom to develop and refine their individual teaching styles and to try out new methods and materials. Tutorial models may also be implemented.

B. Staffing Authorization

1. Teachers

- a. Teachers will be selected by the principal from a pool of interested applicants. The continuance of Saturday School Program employment is contingent upon the needs of the program.
- b. Teachers in the Saturday School Program are required to be on the job 10 minutes before class and must remain until the last student has been picked up or has left the school. One-half hour of additional teacher time is authorized for compensation for such duties.
- c. It is permissible to share the instructional assignment between/ among different teachers.
- d. Teachers employed will be compensated in accordance with the established AU Hourly Salary Schedule.

2. Paraprofessionals (including School Security Monitors)

- a. The program design will determine if paraprofessionals are to be employed.
- b. It is permissible to share this assignment between/among different paraprofessionals.
- c. The paraprofessionals employed in this program will be compensated at their hourly rates in accordance with the paraprofessional salary schedule. Three hours of paraprofessional time is authorized for compensation.
- d. Paraprofessionals who are assigned to the Saturday School Program, and are employed on a full-time basis during the regular workweek, will be compensated at the appropriate overtime rate.

If the paraprofessionals who are assigned to the Saturday School Program are on part-time hourly status during the regular workweek, they will be compensated at the appropriate hourly rate; however, the

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combination of regular and Saturday School Program hours worked cannot exceed 50 hours per payroll period.

C. Coverage for Teacher Absences

1. The principal is responsible for establishing an internal procedure to ensure the following:
 - a. Timely notice is received regarding the absence of the regular teacher.
 - b. A Saturday School Program replacement teacher is notified promptly of the need for him/her to replace the regularly-assigned teacher.
2. Replacement teachers will be compensated in accordance with the established AU Hourly Salary Schedule at the rate which is appropriate for each individual.

D. General Program Administration and Supervision

1. Teachers selected for the Saturday School Program will be responsible for both instruction and program supervision. This responsibility includes, but is not limited to, the following activities:
 - a. planning for implementation of the recommended instructional program;
 - b. providing instruction to participants on an individualized, small group, and/or total group basis;
 - c. monitoring student participation for student eligibility, satisfactory attendance, and replacement opportunities;
 - d. supervising the activities of teacher aides/assistants (including School Security Monitors) employed in the Saturday School Program;
 - e. notification to parents/guardians or emergency contact in case of student illness or injury;
 - f. notification to the 24-hour M-DCPS "Security Alert System" in cases of vandalism, physical threat, or other suspicious circumstances;
 - g. providing information to the principal regarding submission of payroll reports for each payroll period;
 - h. complying with procedures established by the principal regarding absences and replacement coverage; and
 - i. carrying out all other duties which are necessary for the safety and well-being of students in the Saturday School Program.

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2. The principal, with input from the Educational Excellence Council, is responsible for planning and managing the Saturday School Program. This responsibility includes tasks, such as: dissemination of information to parents, student selection, staff selection, program organization, payroll submission, and preparation and submission of required reports.

Section 13. Educational Issues Forum

- A. In support of professionalization of teaching/education, the school district shall fund Educational Issues Forum grants to provide teachers with opportunities for meaningful discussion of professional issues. Such opportunities may include access to renowned speakers, released time for faculty members to plan/ present/conduct colloquia and seminars, and other such endeavors. Opportunities to request participation shall be open to all schools. The program shall be implemented, subject to Board funding, in schools whose grant requests are approved by a joint M-DCPS/UTD Educational Issues Forum Committee, with an equal number of representatives appointed by the Superintendent and by the UTD President or Designee.
- B. Faculties who wish to participate in this Program shall assess their interests/needs and submit grant proposals for funding of Educational Issues Forums which are designed to meet these needs. Such proposals shall be developed and submitted by the Educational Excellence Council to the Co-Chairpersons of the M-DCPS/UTD Educational Issues Forum Committee.
- C. Attendance at Educational Issues Forums shall be at the option of the individual employee.
- D. Each school's grant proposal shall include plans for the expenditure of approved funds. Schools shall be permitted to submit joint or group proposals.
- E. Grant proposals shall be reviewed and acted upon by the joint M-DCPS/UTD Educational Issues Forum Committee which shall also develop such forms and procedures, as may be necessary, to assure the orderly and equitable implementation of this Provision.

Section 14. Alternative Instructional Program Delivery Systems

The parties agree to explore and implement alternative instructional program delivery systems which will permit schools to offer low enrollment courses, share expert teachers among schools, and/or reduce class size. Toward this end, individual schools or clusters of schools may submit instructional technology proposals which shall be reviewed by the Computer Education Advisory Panel and appropriate Regional Centers/district administration.

Additionally, the parties agree to explore strategies/alternatives for dealing with projected student enrollment increases, including: year-round schooling options; and better utilization of facilities, staff, community, and business resources.

Accordingly, the parties agree to review the Alternative Instructional Delivery System and make recommendations.

ARTICLE XXVI (cont.)

Section 15. Juvenile Justice Education Program

During the 1998-1999 Florida Legislative Session, Senate Bill 2500 and House Bill 349 were enacted. A part of these bills mandates that the school year for students in Juvenile Justice Education programs shall be comprised of 250 school days (240 student contact days and 11 teacher planning days), beginning with the 1999-2000 school year. Accordingly, the parties have met and agreed to the following:

A. School Calendar

Implementation of the extended school year, 251 days (240 contact days and 11 teacher planning days) for the Department of Juvenile Justice (D.J.J.) calendar shall provide:

- Extended school year -- 225 student contact days;
- Saturday School Instruction -- 15 student contact days; 15 student contact days during Saturday School Instruction;
- Eleven (11) Teacher Planning Days.

B. Staffing

1. Full-time teachers employed at D.J.J. Centers will be required to work the designated Saturday workdays during the 251-day calendar. Beginning with the 2000-2001 school year, employees accepting assignments in D.J.J. programs shall be committed to this calendar.
2. Full-time instructional paraprofessionals, office personnel, and school support personnel will be identified and employed for Saturday work during the extended school year based upon program needs. Those employees employed on Saturdays will be compensated at one and one-half times their regular hourly rate (overtime).

C. Compensation

1. Teachers will be compensated for Saturday work at an hourly rate of pay based on the extended school year daily rate divided by 7.34 hours.
2. Paraprofessionals, Office Employees and School Support Personnel employees employed on Saturdays will be compensated at one and one-half times their regular hourly rate (overtime).
3. Full-time teachers shall be paid a twelve-month salary pursuant to the D.J.J. calendar. Supplements will be pro-rated based upon additional days.

D. Attendance

ARTICLE XXVI (cont.)

1. Full-time employees employed at D.J.J. Centers who are required to work the designated Saturdays during the 251-day calendar may use no more than a total of two sick days during the assigned Saturdays.
2. Employees absent in excess of two designated Saturdays will not be compensated for such absence.

Any issues arising from the D.J.J. calendar not covered in this provision are subject to discussion by both parties.

Section 16. Community Report Card

The parties agree to continue the School Report Card Project at all schools. The School Report Card Project provides parents and students the opportunity to express their opinions about the effectiveness of schools and to increase accountability at the school level.

Section 17. Computer Network for Use By Teachers

- A. The parties agree to expand the Pilot Program Using Computer Technology to Improve Instruction and to explore additional uses of information technology to promote professionalization of teaching/education, to improve instruction, and to reduce unnecessary paperwork.
- B. The parties agree to establish a joint M-DCPS/UTD ad hoc committee to explore the utilization of technology to support the delivery of services at schools (e.g. grading and attendance procedures).

Section 18. Florida Future Educators of America (FFEA)

- A. FFEA Magnet Program

The parties agree to continue the Florida Future Educators of America (FFEA) Chapter.

- B. FFEA Chapters

1. There is no finer profession than teaching, and students must be made aware of the opportunities available in teaching early in their school experiences; therefore, the FFEA Chapters will be organized in the schools of Miami-Dade County. Changes in job opportunities and adjustments in career choices have affected the flow of talent into teaching, and we face a shortage of qualified teachers in the next decade. We have an opportunity to interest competent young men and women in teaching as a career through the establishment of the FFEA Chapters.
2. The parties agree to encourage all schools to continue their FFEA Chapters.
3. Any member of the faculty may apply to be the FFEA Chapter sponsor, subject to criteria established by the joint task force. The principal and the building steward shall meet and jointly select the FFEA Chapter sponsor from those appli-

ARTICLE XXVI (cont.)

cants who apply and who meet the established criteria. The sponsor will submit an annual report to the students, parents, faculty, principal, and the joint task force on the progress of the program.

Section 19. Networks for Educational Reform

The parties agree to continue actively pursuing participation in cooperative programs with local, state, national, and international foundations and institutes, centers, and research organizations which focus on educational reform activities and professional development opportunities. A list of foundations currently participating or pursuing collaborative programs with M-DCPS and UTD shall be maintained by POTTF and incorporated by reference in this Contract.

Section 20. Joint Professionalization Publications and Public Relations

The parties agree to develop and implement comprehensive local, state, and national marketing activities designed to promote the professionalization of teaching/education initiative and its various components.

The parties further agree to promote and publicize activities relative to American Education Week.

Section 21. Teacher Education Center

- A. The parties jointly agree to establish a Teacher Education Center (TEC) in the M-DCPS. The purpose of the TEC is to provide teachers and paraprofessionals with greater opportunity for involvement in the development of curricular programs, experimental programs, joint programs with universities, foundations and related agencies, and an inservice education program to improve the effectiveness of teachers and paraprofessionals and the instructional program.
- B. The policies and procedures for the Dade-Monroe TEC have been developed, pursuant to Florida Statutes, 231.606(1)(b) and 231.606(2)(b) which are, by reference, incorporated and made part of this Contract.
- C. Each school shall have a designated representative who will facilitate TEC services at the individual work site. The TEC representative shall be elected for a three-year term by the faculty.
- D. The TEC shall have a Teacher-Director, appointed annually, who will coordinate the TEC program.

Section 22. Educational Facilities Planning

The parties agree that the involvement of teachers in planning new facilities significantly improves the future instructional utilization of schools. In the planning of new school facilities, both teachers and administrators will be involved in the review of the various design stages. UTD will identify a pool of teachers who are qualified to provide professional consultation to architects and other facilities planning personnel at both the Preliminary Design Stage (Phase I) and the Design Development Stage (Phase II).

ARTICLE XXVI (cont.)

Section 23. Electronic Mail Hook-up for UTD

In pursuit of the M-DCPS/UTD goal of professionalization of teaching/education and increasing collaboration, as well as consensus management, the parties have agreed that electronic mail equipment and privileges will be provided to UTD. This equipment is on loan to UTD for an indefinite period of time. UTD will assume all phone line costs associated with its use.

Section 24. Teacher Participation in Principal/Assistant Principal Selection and Assessment

A. Selection

The parties agree that each screening/interview committee convened by the Office of Administrative/Professional and Technical Staffing for the purpose of screening/interviewing candidates for principal and assistant principal positions shall include one teacher elected by the total faculty of the affected school, pursuant to Board Rule 6Gx13- 4A-1.161, which is incorporated by reference. These provisions shall not impact the Superintendent's authority with regard to direct appointment and/or reassignment. In addition, it is agreed that the Superintendent's Review Committee for such positions shall include one teacher elected by the total faculty of the affected school.

B. Assessment

The parties also agree to discuss the impact of implementing a program which involves teachers in the process for assessment of school-site administrators.

Section 25. Community Activities and Partnerships

The parties recognize that articulation and cooperation between community agencies, businesses, parent-teacher organizations, citizen advisory committees, chambers of commerce, institutions of higher education, and other established organizations have had a very positive impact on the M-DCPS. Partners in Education, Satellite Learning Centers/Schools, Impact II Project, Dade Education Compact, Greater Miami Chamber of Commerce, Teacher of the Year, the Committee for Economic Development, Dade Partners, and other such programs have greatly enhanced the school system's ability to meet the needs of students in our diverse community. The parties agree, therefore, to continue working toward expansion of these collaborative endeavors.

Section 26. Teacher Recruitment

Attracting the brightest and best teachers to the profession is vital to the quality of education provided students, particularly in times of a critical shortage of educators. The parties agree to establish a joint Task Force on Teacher Recruitment for the purpose of maintaining the highest possible level of teacher recruitment efforts, including: reviewing recruitment plans; periodically evaluating recruitment efforts; recommending ways to enhance recruitment effectiveness; and developing, monitoring, and participating in the teacher selection process.

Practicing teachers, from their classroom perspective, have the potential to be among the most effective recruiters for the profession and agree that teachers selected jointly by the Board and

ARTICLE XXVI (cont.)

the Union shall participate in the school system's recruiting efforts. Participating teachers shall receive temporary duty leave and the same training and expense allowance as other recruiters for the system. Designation of the recruiter(s) for specific recruiting activities will be made by the M-DCPS recruiting office.

Section 27. Joint Legislative Action

- A. The parties agree that their goals are to work cooperatively to develop a legislative package and action plan designed to seek passage of legislation which will improve the quality of education in Miami-Dade County and provide equal educational opportunities for all children.
- B. Where appropriate, joint professionalization legislative proposals will be developed by the parties and recommended for inclusion in the Board's annual legislative program.
- C. The legislative package and plan shall be coordinated and discussed by the Legislative and Political Relations Department of the Union and the Office of Labor Relations.
- D. Contingent upon mutual agreement, the parties shall pursue those common objectives contained in both legislative packages with the intent of achieving adoption as law.
- E. The parties agree to seek passage of legislation which would minimize paperwork requirements that are a result of federal laws, State Statutes, or Florida Department of Education Rules and Regulations.
- F. The parties agree to establish a joint ad hoc committee charged with reviewing and modifying, where appropriate, contract provisions in support of implementing current state legislation regarding Educational Excellence School Advisory Councils (EESAC) and National Board for Professional Teaching Standards. All recommendations and reports shall be submitted to the Superintendent and UTD President or Designee.
- G. The parties agree to establish a joint ad hoc committee charged with reviewing and recommending modifications to contract provisions, where appropriate, in support of implementing Florida State Statutes regarding current (i.e., 1999) state legislation including Transforming Florida's Schools (A+ Plan), Juvenile Justice, Readiness and any other legislation in the state's reform initiatives. All recommendations and reports shall be submitted to the Superintendent and UTD President or Designee.

ARTICLE XXVI (cont.)

Section 28. Commissioner of Education's Workforce Development

The parties agree to establish a joint ad hoc committee to monitor the activities of the Commissioner of Education's Workforce Development Task Force and make recommendations to the Superintendent of Schools and the UTD President or Designee.

Section 29. Paperwork Reduction

Data collection and reporting functions must be minimized in order that the school system's primary mission, the education of students, can proceed in a timely and effective manner. To that end, the parties agree:

- A. that all requests for data collection and reporting which are not critical to the operation of the school system or to the district's need to comply with state and federal regulations will be referred to the Chief Officers or their designees for approval;
- B. that such requests for data will be identified as to source (e.g., district, Regional Centers, other);
- C. that every request for data or for new forms will be reviewed by appropriate staff to ensure that the data and/or a similar form for collecting the data does not already exist; and
- D. that ongoing district review of all forms and data collection instruments will continue for the purpose of sunseting unnecessary forms and instruments, particularly those impacting classroom teachers.

Section 30. Teacher Supervision of Interns

A. Supervisors of Interns' Duties

A full and complete list of duties and responsibilities for supervisors of interns will be developed by the parties and shall be available to all teachers who supervise interns.

B. Applicants

Applicants for the position of Intern Supervisor shall:

- 1. Hold a continuing or professional service contract in Miami-Dade County; and
- 2. currently be certified and/or teaching in the same field as the intern applicant.

C. Faculty Nominations

Faculties may nominate a sufficient number of faculty members for the position of Intern Supervisor. The principal shall give priority to, but not be limited to, teachers from the list nominated by the faculty.

D. Selection of Teacher Training Institutions

ARTICLE XXVI (cont.)

The Superintendent or his/her designee shall consult with the UTD President or Designee in the selection of teacher training institutions which seek to place teacher interns in M-DCPS. Final approval shall be made by the Superintendent or his/her designee.

E. Stipends

At no cost to the M-DCPS, supervising teachers of interns may receive a stipend from the participating university or college.

Section 31. Retired Teachers' Day

The Board agrees to recognize the Sunday commencing the third week of November of each year as Retired Teachers' Day, calling upon public schools and citizens of Miami-Dade County to observe the occasion and take the opportunity to honor the M-DCPS' retired teachers.

Section 32. Standardized Testing/Assessment of Educational Progress

The parties recognize that standardized testing can be a helpful tool for assessing the progress of students and the performance of schools; however, it is also understood that optimum assessment requires a wide range of other indicators. Accordingly, the District and the Union shall jointly develop and implement a system of assessments based on state standards to guide instruction in order to optimize student performance.

Teachers will not be required to administer standardized tests not listed on the District's testing calendar.

Section 33. Title 1 Programs

The parties agree to maintain a committee for the purpose of annually reviewing Title 1 program activities and developing recommendations necessary for delivery of the school district's Title 1 programs in the subsequent school year. Such recommendations shall be submitted to the Planning/Oversight Subcommittee of the Professionalization of Teaching Task Force.

The Parties agree to establish a joint Early Childhood Programs Committee. The charge of said committee shall be to review early childhood programs and develop recommendations that shall be submitted to the Superintendent of Schools and the UTD President or Designee.

Section 34. Faculty Workroom Professionalization Initiative

The parties agree that professionalization of teaching/education is a complex issue involving not only professional salary, status, working conditions, and shared decision-making, but also other variables which contribute to professional behavior and treatment.

In order to assure that teachers have an appropriate place at each work location where they can think, speak, write, and listen professionally, the parties agree to support a system-wide, school-by-school, faculty workroom/lounge upgrading program which shall be consistent with the Board's Five-Year Capital Improvement Plan. In addition, principals, Educational

ARTICLE XXVI (cont.)

Excellence Councils, and school support groups are encouraged to augment the Board's effort with school and community- based initiatives.

Section 35. Child-Care Program

The parties recognize that a significant and growing number of employees have pre-school age children and that, unresolved concerns about caring for them, can affect an employee's professional performance. Further, the parties recognize that adequate child-care facilities do not currently exist; therefore, M-DCPS and UTD agree to explore means of providing an educationally sound, affordable, and safe pre-school, child-care program for its employees' children at sites to be located in various geographic sections of Miami-Dade County, as determined on a space available basis.

Further, the parties agree that every effort will be made to assure that this Program is cost neutral.

Finally, the parties agree to seek the support of other community and private sector groups to participate in the development of similar programs for their employees.

Section 36. Parental Involvement In and Support for Education

- A. Teachers and parents share a mutual interest and responsibility for providing the best possible education for students; they are dependent upon each other in the pursuit of that goal and for success in achieving it. The parties, therefore, reaffirm their commitment to increasing parental involvement in and support for education by encouraging parents to serve as elected parent representatives on the school Educational Excellence School Advisory Councils (ESSAC).
- B. The parties welcome and appreciate the interest and support of parents and the entire community in the educational process. It is understood that the term "parent" refers to the mother, father, legal guardian or "significant other" responsible for the welfare of a student enrolled in the school or its feeder pattern (for purposes of representation on feeder pattern councils).
- C. It is agreed that parents elected to serve on Educational Excellence School Advisory Councils shall be afforded and accept responsibility for opportunities to receive training at reasonable and convenient times necessary to assure a meaningful role in the educational enterprise.

Section 37. Inservice Education

Full-time certificated employees who attend district-approved inservice education programs at a time other than the regular workday shall be compensated (except where prescribed for remediation) at a rate equal to \$100 per day.

Programs funded by grants shall reflect a rate equal to \$100 a day, unless the grantor determines the amount which may be paid.

ARTICLE XXVI (cont.)

Such inservice programs must be recommended by the employee's immediate supervisor and authorized by the appropriate Regional Center Superintendent.

Participants are eligible to earn Master Plan Points for such inservice training when provided by the Teacher Education Center as part of the district's Master Plan for Inservice Education.

In support of coordinated professional development programs for teachers and paraprofessionals, a comprehensive analysis of all such programs shall be conducted. Following this analysis, a joint M-DCPS/UTD ad hoc committee consisting of equal representation shall meet to develop recommendations relative to the effective delivery of professional development programs.

Section 38. Joint Collective Bargaining Professionalization Proposals

In preparation for subsequent M-DCPS/UTD negotiations, the parties agree to continue the practice of developing joint professionalization collective bargaining proposals that are designed to support and further the school district's professionalization of teaching/ education goals, as defined in Board Rule 6Gx13- 2C-1.111 and described in this Contract.

Section 39. Interactive Professionalization Teleconferences

The parties agree that the Office of Labor Relations and UTD, in cooperation with the Division of Media Programs and the Teacher Education Center, will continue to provide opportunities for educators, parents, and students to participate in national interactive teleconferences on restructuring/professionalization of education. Each participant is provided a pre-conference study package and has the opportunity to call in questions/comments to a distinguished panel of national presenters.

Section 40. Quality Educational Standards in Teaching (QuEST)

The parties shall jointly plan and implement an annual QuEST Conference, in cooperation with local institutions of higher learning. Such conferences will emphasize contemporary educational issues for teachers, administrators, and parents.

Section 41. National Board for Professional Teaching Standards

The parties actively support restructuring/professionalization endeavors of the National Board for Professional Teaching Standards (NBPTS) to strengthen teacher preparation and certification standards. The establishment of the National Board was a major recommendation of the Carnegie Forum Report - "A Nation Prepared: Teachers for the 21st Century." Carnegie task force members agreed that teaching would become a true profession with the establishment of high and rigorous standards. The National Board for Professional Teaching Standards has set the standards for what accomplished teachers should know and be able to do. Accordingly, the parties agreed to the following provisions designed to encourage professionals to achieve National Board Certification.

- A. Teachers who have not previously received a stipend for obtaining the NBPTS certificate shall receive a one-time \$7,500 stipend, upon obtaining the NBPTS Certification.

ARTICLE XXVI (cont.)

The parties agree to establish a joint ad hoc committee to review the teaching effectiveness of NBPTS certificated teachers. The committee shall review the correlation between NBPTS teachers and other instructional staff based upon gains in student achievement. This committee shall include an equal number of M-DCPS staff and UTD bargaining unit members and shall submit a report to the Superintendent and UTD President or Designee.

- B. Teachers new to M-DCPS, who have achieved the National Board for Professional Teaching Standards Certificate, shall be credited with teaching experience equal to one step on the AO/CO Salary Schedule for each year of out-of-state salary experience.
- C. Teachers pursuing the National Board for Professional Teaching Standards will be eligible to receive up to 120 Master Points through the Teacher Education Center.
- D. A joint task force shall be established composed of representative of M-DCPS and UTD for the purpose of continuing to promote and support the National Board for Professional Teaching Standards certification.

Section 42. Joint Principal/UTD Steward Training

The parties agree to develop and implement a comprehensive principal/UTD steward training program (and related activities) designed to promote and enhance the professionalization of teaching/education initiative and to ensure common interpretation and implementation of provisions of this Contract throughout the District. Such training will be subject to the approval of the Superintendent and the UTD President or Designee and availability of funds.

Section 43. Job Sharing

Job sharing provides participants with career flexibility and opportunities for fulfillment of their personal and professional needs. It can increase motivation and productivity for those who choose less than full-time employment but who wants to remain in the field of education. Job sharing demonstrates the district's commitment for professional options for certified personnel.

Job sharing involves two permanent teachers who are willing to share one-full time teaching position. The assignment will be split 50/50.

The parties agree to establish a joint Job Sharing Oversight Committee charged with overseeing the implementation of the Job Sharing Program. Said committee shall also be charged with resolving job sharing issues that arise from any participating school site. This committee will submit a status report on job sharing in the District to the Superintendent of Schools and the UTD President or Designee.

Eligibility Requirements

To participate an employee must be a full-time contracted teacher who is in an active pay status (not on leave) with an acceptable performance evaluation the year prior to participating in the Job Sharing Program, a current professional certificate, a minimum of five creditable salary years earned with M-DCPS, and at Step 7 (or above on the A0 Bachelor's Degree) or C0 (Master's/Specialist/Doctorate Degree) Salary Schedule.

ARTICLE XXVI (cont.)

A. Requirements and Conditions

Teachers interested in job sharing may find their own partner or choose from a list of interested applicants provided by the Office of Human Resources. Both partners must have current Florida teaching certificates and be interviewed by the principal and/or committee at the school site where the job sharing will occur. Job sharing teachers must have and maintain satisfactory evaluations.

Principals shall not arbitrarily refuse to accommodate any teachers who wish to participate in the Job Sharing Program. Principals shall have 10 working days to respond in writing to any teacher who has been refused participation in the Job Sharing Program.

Both job sharing partners will be in attendance on the first day of school.

The vacancy created by two job sharing employees shall be filled by a temporary employee for a period not to exceed one year. Job sharing contracts will be approved on a year-to-year basis.

Job sharing participants and the principal of the job sharing school site will meet to discuss and decide coverage of the following areas in an effort to ensure continuity of instruction and to establish open lines of communication between the teachers and the administration:

1. Division of teaching time
2. Division of teaching responsibilities
 - Parent conferences
 - Meetings
 - Grading of students
 - Lesson plans
 - Faculty meetings
 - Back to School Night
3. Responsibilities for non-teaching duties
4. Committee responsibilities
5. Planning coordination time
6. Inservice training will be attended by both job sharing participants.

Note: Refer to working Job Sharing sample (D.)

Employees on a job sharing contract are only required to serve their proportionate share of the employee work year for salary step advancement.

ARTICLE XXVI (cont.)

B. Compensation

Job sharing participants are individually placed on the teacher's salary schedule. The salary is pro-rated to reflect 50 percent of the teacher's salary.

Additionally, the accrual of sick days will be at 50 percent normal accrual rate.

Job sharing employees shall be offered the M-DCPS Fringe Benefits program at one-half the cost for the employee. Said benefits program shall be offered as an option to job sharing participants. The employee shall be given an opportunity to continue dependent coverage for the same premium paid prior to their participation in the job sharing program. The cost of dependent coverage will be determined by the employee's benefits choice made during the annual benefits open enrollment. Both the employee and dependent coverage shall terminate, if the employee premium is not paid.

The job sharing participants will participate in 50 percent of:

Opt days
Teacher Work Days

C. Special Circumstances

Job sharing partners agree to substitute for each other whenever possible. Compensation is established at the teacher's daily rate.

Should one job sharing partner resign or take a leave from the District before the end of the school year, the other partner will complete the full-time assignment. If circumstances prohibit such an arrangement, an effort will be made to find another partner acceptable to all parties. Should a job sharing participant return from a Board-approved leave, he or she shall be afforded an opportunity to reenter their original job sharing agreement provided his or her return from leave is within the same school year that the leave was taken. The Job sharing participant shall return to their original or equal teaching assignment should he or she not be able to reenter their original job sharing agreement.

Other than resigning, a job sharing program participant shall only be allowed to exit the program pursuant to the hardship and/or dire emergency leave provisions listed in Article XIV of the UTD/M-DCPS Contract.

Failure by one or both job sharing participants to fulfill any of the components of the provisions listed herein shall result in the nullification of the job sharing agreement by the principal. Nullification for cause of any job sharing agreement by the principal shall be put in writing and submitted to the Job Sharing Oversight Committee prior to the termination of any job sharing agreement. Should said nullification be upheld by the oversight committee, both job sharing participants will be returned to their original job assignments when the return is within one year of the job sharing assignment.

Job sharing participants returning to their prior position in excess of one year shall be assigned to that position, if available, or to an equivalent position.

ARTICLE XXVI (cont.)

D. Job Sharing Models

Job sharing models may work as follows:

Schedule for Model I:

Teachers would work five days every two weeks (ten school days).

Partner #1:

Week A:	Monday	Wednesday	Friday
Week B:	Tuesday		Thursday

Partner #2:

Week A:	Tuesday		Thursday
Week B:	Monday	Wednesday	Friday

Schedule for Model II:

Job sharing participants who select this model may use the half-day instructional model as defined in Article XVI, Section 2(B) of the UTD/M-DCPS Contract.

The program participants and the administrator at any job sharing site may jointly develop alternatives to the models listed above. All such models must be approved by the Job Sharing Oversight Committee.

For Optional Days and Work Days, job sharing partners would work jointly for a half day to plan upcoming lessons.

Grades and Lesson Plans:

One gradebook and lesson plan set would be jointly maintained for accurate record keeping and optimal organization.

The completion of Interim Progress Reports and Report Cards would be equally shared by both partners.

Job sharing participants and the participating administrator may jointly develop alternatives to the gradebook, lesson plan, interim progress report and report card completion procedures listed above.

Communication:

A job communication sheet would be established for use between the job sharing partners to allow for continual updates of lesson plans, pupil performance and other non-teaching responsibilities.

ARTICLE XXVI (cont.)

For consistency, job sharing partners would follow one discipline plan with established rewards and consequences. Joint guidelines would also be established to provide continuity in class work and homework assignments.

Section 44. Elderly Care Programs

The parties recognize the emerging need of employees to provide care for elderly dependents. In recognition of this emerging need, the parties agree to explore, in conjunction with the Compensatory Fringe Benefits Council, the avenues by which an Elderly Care Resource and Referral Service can be established to assist employees in locating and evaluating managed quality care facilities for dependents 60 years or older. The ultimate decision of selecting the Elderly Care Program will rest with the employee.

Section 45. Prototype School Experiment

- A. The parties agree to explore major research-based educational innovations to improve the quality and delivery of instruction and to enhance student achievement. Accordingly, the parties agree to pilot a prototype model school(s) which shall reflect, conceptually and philosophically, an educational adaptation of the successful Saturn experiment of the automotive industry or other comparable prototype model.
- B. Requests for Proposals will be distributed to schools for their consideration. Proposals shall include student achievement standards with timelines and accountability measures. Interested schools shall develop and submit proposals for review by a M-DCPS/UTD committee.
- C. Proposals shall reflect the important issues of curriculum, instruction, assessment, staff development, school improvement, and other elements of systemic change. Proposals might also include, but not be limited to:
 - 1. prototype organizational models which may involve modification of contractual work hours/day/year/teaching responsibilities;
 - 2. innovative instructional models which may involve assumption of additional professional responsibilities; and,
 - 3. significantly enhanced compensation.
- D. Departures from the labor contract and/or Board Rules shall be subject to a special labor-management agreement.
- E. The pilot school(s) shall be selected by the M-DCPS/UTD committee on the basis of jointly developed criteria which shall include a 90 percent positive vote by the faculty. Transfers shall be afforded personnel who prefer a more traditional assignment. The strategic planning model shall provide for mid-course review and revision, as necessary.
- F. The pilot school(s) shall operate as a school-based management/shared decision-making site.

ARTICLE XXVI (cont.)

Section 46. Teacher Mentor Program

The parties agree to establish, on a pilot basis, a Teacher Mentor Program. Teachers who volunteer and are selected for this program will serve as teacher(s)/mentor(s) for the same group of targeted at-risk students in grades 1-3. Mentoring activities might include, but not be limited to, academic tutoring, counseling, liaison with community support agencies, as appropriate, and service as a supplementary contact at the school in cases of disciplinary action(s).

Development of guidelines and implementation of the pilot shall be the responsibility of the Professionalization of Teaching Task Force.

Section 47. Performance-Based Compensation

In order to meet the intent of F.S., Section 1001.42, the parties agreed to participate in a joint M-DCPS/UTD Ad Hoc Committee and will make recommendations to the Superintendent of Schools and the UTD President or Designee for the development and implementation of a performance-based compensation model which may include school-wide and individual assessment models.

Section 48. Professional Development

Professional Development is the umbrella under which all inservice activities occur. It is a collaborative effort and the responsibility of every person who affects student learning and the learning environment.

The restructuring of professional development must reflect current research, professional development standards, and effective teaching practices. Professional experiences must encompass district goals, priorities, and initiatives and evolve from school performance excellence plans. The parties agreed to participate in a joint M-DCPS/UTD Ad Hoc Committee on the restructuring of professional development in the Miami-Dade County Public Schools and will make recommendations to the Superintendent of Schools and the UTD President or Designee.

ARTICLE XXVI (cont.)

Section 49. Testing Proctors

Full-time teachers (excluding Test Chairpersons) who serve as testing proctors during periods other than the regular workday shall be compensated at a rate equal to \$100 per day.

Section 50. M-DCPS/UTD New Educators Support Team (NEST)

- A. The parties reaffirm their commitment to educational excellence and improvement of the overall quality of teaching and learning. The Board and the Union both recognize the need to attract and retain superior teachers. Therefore, the parties established a New Educator Support Team (NEST). Through this collegial support, it is expected that new teachers will experience early job success by acquiring and/or enhancing their skills in the classroom.
- B. Definitions
 - 1. New Educator -- a teacher who is on annual contract.
 - 2. New Educator Support Team (NEST) -- a designee from both M-DCPS and UTD assigned to assist new educators who request assistance.
 - 3. Saturday Sessions -- half-day collegial roundtable sessions.
 - 4. NEST Saturday Mentors -- Experienced teachers (National Board for Professional Teaching Standards certified teacher, Teacher of the Year, etc.) approved by both parties to act as mentors at Support Sessions.
 - 5. Colleague Teachers -- An experienced teacher volunteer who works with a new educator in a one-on-one mentoring situation.
- C. NEST Program
 - 1. An individual employee's decision to participate shall be voluntary and shall not be considered a factor in the evaluation of an employee's performance.
 - 2. New educators may request assistance from representatives of either M-DCPS or UTD. They may request either a NEST visit, the assistance and support of a colleague teacher and/or a NEST Saturday Session. Additionally, the principal may grant release for the colleague teacher to assist the new educator.
 - 3. Colleague Teachers shall receive TEC Master Plan Points for serving as a mentor.
 - 4. New Educators may attend additional Saturday Sessions as follow-up to previous sessions in order to review techniques and strategies, when recommended by the session mentor or NEST.
 - 5. NEST designees may visit a new educator's school to observe classroom instruction for the purpose of feedback and professional growth.

ARTICLE XXVI (cont.)

6. Administrators are encouraged to recommend NEST programs to their new educators who need support.