

ARTICLE II -- GENERAL PURPOSES

Section 1. Meeting the education needs of the children, youth, and adults of Miami-Dade County requires the full and effective, cooperative effort of all members of the staff of the Miami-Dade County Public Schools, hereinafter called M-DCPS.

Section 2. The School Board of Miami-Dade County, Florida, hereinafter called Board, and the Dade County School Maintenance Employee Committee, hereinafter called DCSMEC, recognize and declare that quality service is necessary to provide a quality education for the students of M-DCPS which is their aim, and it is the intent and purpose of the parties hereto that this Agreement shall promote and insure a spirit of confidence and cooperation between the School Board and its employees.

Section 3. The School Board and the Superintendent of Schools, hereinafter called the Superintendent, have the constitutional and statutory authority, respectively, for the operation of M-DCPS in addressing the education needs of M-DCPS.

Section 4. It is the purpose of this Agreement to provide, where not otherwise mandated by Constitution, Statute, or the School Board Rules for the salary structure, fringe benefits and employment conditions of the employees covered by this Agreement, to prevent interruption of work and interference with the efficient operation of the M-DCPS system and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences, and the promotion of harmonious relations between the School Board and DCSMEC.

Section 5. It is the express intent of the parties that if any article, section, subsection, sentence, clause, or provision of this Contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the Contract. In the event any portion of this Contract is ruled unconstitutional or invalid for any reason, the parties agree to meet and discuss the effect, if any, of the ruling, within sixty (60) days of the ruling, with reasonable time extension(s), upon request by either party.