

ARTICLE XVII -- PARAPROFESSIONAL/ASSOCIATE EDUCATOR/SCHOOL SUPPORT PERSONNEL

Section 1. Paraprofessionals/Associate Educators

A. Qualifications

1. Paraprofessional I requires a high school diploma or equivalent certification, plus any specialized education, training, or experience specified in the job description for the applicable category.
2. Paraprofessional II requires a high school diploma or equivalent certification and at least 60 semester hours or the equivalent from an accredited college, plus any specialized education, training, or experience specified in the job description for the applicable category.
3. Associate educator I requires a high school diploma or equivalent certification and at least 60 semester hours or the equivalent from an accredited college, plus specialized education/training as specified in the job description. Additionally, associate educator requires a current Florida teacher or temporary instructor certificate and may be assigned only to pre-kindergarten programs.
4. Paraprofessional III and Associate Educator II positions require a high school diploma or equivalent certification and at least 90 college semester hours or the equivalent from an accredited college including at least 30 hours of coursework in education, plus any specialized education, training or experience as specified in the job description. Coursework must be part of a formal program leading toward a Bachelor's degree in education.

B. Categories - Paraprofessionals I II and III shall be classified in one of the following categories:

1. Behavioral -- includes assignment(s) to work with student(s) in Severely Emotionally Disturbed, Emotionally Handicapped, and Autistic programs;
2. Therapeutic -- includes assignment(s) to work with student(s) in any of the following categories: Profoundly Mentally Handicapped, Trainable Mentally Handicapped, Physically Impaired, Hearing Impaired, Speech Impaired, Visually Impaired, Deaf/Blind, Educable Mentally Handicapped, and Varying Exceptionalities;
3. Bilingual -- includes assignments to work in the Bilingual, BCC, Spanish S, and Spanish SL programs;
4. Vocational -- includes assignments to work in the Vocational Education and

Title XX Child Care programs;

5. Social Service -- includes assignments to work in the Migrant Project, but does not include Migrant Tutors;
6. Pre-K -- includes assignments to work in pre-kindergarten programs;
7. Montessori -- includes assignments to work in Montessori programs;
8. General -- includes all paraprofessional assignments not listed above. Currently these include:
 - a. General Classroom Paraprofessionals in regular and alternative schools and in COPE Centers;
 - b. Systems Aides;
 - c. Migrant Tutors;
 - d. Telecommunications Monitors;
 - e. Programs for the Gifted;
 - f. Programs for the Specific Learning Disabled; and,
 - g. Title 1 Programs.

Paraprofessionals in any category may be assigned exclusively by the District's Office of Exceptional Student Education to students as a One-To-One as indicated in the student's IEP or Section 504 Accommodation Plan. One-To-One Paraprofessionals' seniority is determined by the category in which they are assigned.

Priority consideration shall be given to qualified employees within the general category who apply for open positions in categories 1 through 7.

C. Protection of Laws

A paraprofessional or associate educator, while rendering services under the supervision of a certificated teacher, shall be accorded the same protection of laws as accorded the certificated teacher.

D. Guidelines

Before assigning a paraprofessional or associate educator to a professional staff

member (teacher), the principal shall inform the professional staff member of the content of Florida State Board Rule 6A-1.070 and shall ensure that duties assigned to paraprofessionals or associate educators conform to these rules:

1.070(1)(e) Supervised Practice

Each time a teacher aide or volunteer is assigned to assist a staff member whom he or she has not assisted before and each time he or she is assigned a type of duty which he or she has not satisfactorily performed in earlier assignments, he or she shall complete a period of supervised practice. During the period of supervised practice, the professional staff member whom he or she is assisting shall be available continuously to provide immediate assistance to the aide or volunteer at any time he or she is working directly with pupils. The length of the supervised practice may vary depending upon the capability and prior experience of the teacher aide or volunteer. The personnel record for each teacher aide shall show the length, nature, and inclusive dates of each supervised practice assignment. The personnel record shall also include the signature of the professional staff member supervising the practice certifying its satisfactory completion.

1.070(1)(f) Knowledge and understanding expected of instructional staff.

The School Board shall adopt procedures to assure that each instructional staff member who is assisted by a teacher aide or volunteer possesses a clear understanding of all rules and policies which the teacher aide or volunteer is expected to understand.

1.070(2) Restrictions limiting the duties which teacher aides or volunteers may perform.

Teacher aides or volunteers shall not perform any of the following:

- (a) establish instructional objectives;
- (b) make decisions regarding the relevancy of certain activities or procedures to the attainment of instructional objectives;
- (c) make decisions regarding the appropriateness of certain teaching materials for accomplishing instructional objectives; and
- (d) make judgments regarding the attainment of instructional objectives, unless these judgments are based upon clear and objective criteria (such as specific achievement standards on a true-false test).

1.070(3) Responsibility for the appropriate use of teacher aides or volunteers.

It is the responsibility of the head of a school and of each instructional staff member in that school who is assisted by a teacher aide or volunteer to see that those duties assigned to each teacher aide or volunteer are consistent with Florida Statutes, Rules of the State Board, and policies of the District School Board.

The parties agree to convene a joint M-DCPS/UTD committee charged with the responsibility of developing recommendations for implementing those federally-mandated requirements that impact the paraprofessionals of Miami-Dade County Public Schools based on the Elementary and Secondary Education Act of 2002 (ESEA)/No Child Left Behind Act of 2002.

E. Duties

1. The functions of teachers and paraprofessionals or associate educators are clearly not identical. Paraprofessionals or associate educators shall not be used in place of teachers or temporary instructors. There are a variety of teacher duties and tasks that shall not be delegated to paraprofessionals or associate educators.
 - a. All paraprofessionals shall be under the physical supervision of a certified teacher at all times, except that paraprofessionals may be left with small groups of students or with a total group for short periods of time or in the case of stipulated shared program.
 - b. Initial instructional presentation must be made by the responsible certified teacher. Paraprofessionals may perform follow-up activities in accordance with the directions given by a teacher. Paraprofessionals may work with students, monitor tests, and help grade objective tests.
 - c. Paraprofessionals shall not be responsible for planning classroom lessons or tests.
 - d. Paraprofessionals may type and duplicate materials and perform other duties, as needed for classroom instruction, provided that the paraprofessionals are utilized exclusively to provide direct instructional assistance to all teachers, including special area teachers (e.g. Art, Music, Bilingual Education) for no less than 80 percent of the workday.
 - e. Paraprofessionals and associate educators shall not perform office duties which are not directly related to classroom instruction.
 - f. Paraprofessionals may be assigned to assist in lunchroom during a time other than their duty. Assigned paraprofessionals shall not be

utilized in place of temporary instructors.

- g. Paraprofessionals may be assigned to monitoring duties during the loading and unloading of school buses under supervision of the principal or designee.
 - h. Paraprofessionals and associate educators may be assigned to operate audio-visual equipment.
 - i. Paraprofessionals may be assigned to playground supervision.
 - j. A One-To-One paraprofessional's duties shall be determined by the specific needs of the student as specified on the IEP or Section 504 Accommodation Plan.
 - k. There shall be a certified teacher in regularly-scheduled direct contact with each associate educator; however, associate educators may be left with groups of students.
 - l. Associate educators, in cooperation with the regularly-scheduled certified teacher, may present initial instruction and may perform follow-up activities.
 - m. Associate educators, in cooperation with the regularly-scheduled certified teacher, may plan classroom lessons.
 - n. Associate Educators will be paired in their school and assigned to a teacher certified in Early Childhood to assist and monitor the Associate Educators with assigned duties.
- 2. Job descriptions for paraprofessionals and associate educators, and changes thereto, shall be developed by M-DCPS and reviewed by the bargaining agent and shall be distributed to each work location and made available to each affected paraprofessional in a timely manner.
 - 3. Temporary instructor coverage is authorized when Paraprofessionals II and III, appropriate Paraprofessionals I and Associate Educators are absent. Temporary instructor s may be utilized.

F. Hiring

- 1. No individual shall be hired or rehired for a paraprofessional or associate educator vacancy until qualified paraprofessionals or associate educators returning from leave have been placed, applicable recall pools have been exhausted, and qualified applicants for transfer have been considered.

If a position remains unfilled, priority consideration will be given to part-time paraprofessionals or associate educators employed at the worksite where the vacancy exists.

2. All hiring and rehiring shall be accomplished through the Applicant Tracking System.
3. The normal hiring rate for new full-time, part-time, and temporary paraprofessionals or associate educators shall be the first step of the appropriate pay grade. When a candidate has been deemed exceptionally well-qualified, and with the approval of the Chief Personnel Officer for Human Resources, the paraprofessional or associate educator may be hired or rehired at a salary step higher than the first step of the pay grade for the position being filled.
4. Associate Educators may be considered for instructional openings in the Pre-K Program.
5. Paraprofessionals currently employed in the Pre-K Program will have three years to complete requirements to become Associate Educators and those who apply as Associate Educators will be given priority consideration.
6. Re-employed paraprofessionals or associate educators who resigned in good standing or were laid off shall retain credit for their years of experience with the school system (i.e., salary steps and accumulated sick leave) and placed on the step for which they would have been eligible had they been on board-approved leave.
7. Full-time paraprofessionals or associate educators new to M-DCPS shall participate in a comprehensive three-day orientation session which will immediately precede the first day of school for regular paraprofessionals and associate educators. Such additional days shall be considered as part of the regular school year and shall be used in computing new paraprofessionals' or associate educators' daily rates of pay for the year.

G. Probationary Period

1. The probationary period for all newly-hired paraprofessionals or associate educators shall be 90 days. Unsatisfactory performance during such a probationary period is sufficient grounds for immediate separation from employment.
2. The probationary period for paraprofessionals or associate educators changing job categories shall be 60 days. Unsatisfactory performance during such probationary period is sufficient grounds for return to the prior job category, as soon as such a position becomes available.
3. During a probationary period, a paraprofessional or associate educator shall

be evaluated by the supervising teacher, as directed in Florida State Board Rule 6A-1.070(1)(e).

H. Workday

1. The paraprofessional's or associate educator's workday shall be seven hours and five minutes at the elementary level and seven hours and 20 minutes at the secondary level.
2. The workday for full-time paraprofessionals shall include a duty-free lunch period of 30 minutes and two 10-minute daily breaks separate from and not attached to the duty-free lunch period. The first break shall be in the morning and the second break shall be in the afternoon. Part-time paraprofessionals who work five hours per day shall be allowed one 15-minute daily break.

I. Transfer

1. Paraprofessionals or associate educators shall be afforded the opportunity to transfer from one work location to another.
2. All job vacancies for full-time paraprofessionals or associate educators shall be advertised by the Office of Human Resources and posted at each M-DCPS work location for a period of one week. Such job advertisements shall be posted on the Union bulletin board immediately upon receipt at each work location. No vacancy shall be filled until after the fifth workday following advertisement of the position.
3. Once a paraprofessional or associate educator has fulfilled the requirements of the transfer provisions and has been accepted at another work location, the maximum time his/her current supervisor may retain the paraprofessional in the position is 10 workdays, unless otherwise authorized, in writing, by the Chief Personnel Officer for Human Resources or designee.
4. The parties agree that it may be in the student's best interest for a One-To-One Paraprofessional to accompany a student who moves from one site to another. If transferring from one site to another creates a hardship for the One-To-One Paraprofessional, he/she may request an appeal of the transfer. Such requests shall be made, in writing, to the Office of Human Resources and shall be reviewed by a joint M-DCPS/UTD committee which shall include the Co-Chairs of the Exceptional Student Education Task Force and which shall make an expeditious decision regarding the appeal.
5. In the event that the One-To-One Paraprofessional does not follow the student from one site to another, the paraprofessional will be subject to the provisions in Article XVII, Section 1(J)(3).

J. Layoff

1. Layoff, as defined, is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.
2. No full-time paraprofessional or associate educator position shall be converted to a part-time position after the October Budget-Personnel Conference until approved by the Chief Personnel Officer for Human Resources.

In instances where the UTD building steward is a paraprofessional/associate educator, said steward shall be exempted from layoff except where an entire program is eliminated.

3. When it is necessary to identify a paraprofessional or associate educator for layoff, the least senior paraprofessional and associate educator in the affected job category at the work location shall be laid off. For this purpose, no differentiation shall be made between Paraprofessionals I and II, or between positions having categorical or discretionary allocations, or between positions having different funding sources.
4. In the event a student who has been assigned a One-To-One Paraprofessional leaves the school system or no longer requires the services, the paraprofessional will be subject to the provisions in Article XVII, Section 1(J)(3).
5. In the event the least senior paraprofessional in the affected category is a One-To-One Paraprofessional, an exception to the above may be made based upon the unique needs of affected student(s). Requests shall be made, in writing, by the principal and the One-To-One Paraprofessional, who is less senior, to the Office of Human Resources. These requests shall be reviewed by a joint M-DCPS/UTD committee which shall include the Co-Chairs of the Exceptional Student Education Task Force and which shall make an expeditious decision regarding the exception.
6. Seniority, for the purpose of layoff, is the total full-time service as an employee of M-DCPS in any capacity. A year of service as a temporary instructor shall be counted only if no less than 99 days were worked as a temporary instructor during that regular school year.
7. Layoffs will be effected as follows:
 - a. The Office of Human Resources shall be notified, in writing, by the supervising administrator of the requirement for layoff and the reason, therefore, prior to any announcement relative to a possible layoff.
 - b. The Office of Human Resources shall verify the need for the layoff. In

the event layoff is required, the Office of Human Resources shall determine the specific individual(s) to be laid off in accordance with paragraphs 3. and 4. and provide written notice to each paraprofessional or associate educator to be laid off. The notice shall contain information concerning the employee's residual benefits and recall rights. The paraprofessional or associate educator shall acknowledge receipt of the notification. The effective date of the layoff shall be no less than 10 workdays after receipt of the notification.

- c. During the 10-workday notification period, efforts shall be made to place the affected paraprofessional or associate educator in a position for which the employee is qualified.

K. Recall

1. Recall, as defined, is the calling back for rehire of a previously laid-off employee.
2. No new personnel will be employed as paraprofessionals or associate educators until all recall pools of paraprofessionals and associate educators, available, qualified, and willing to fill the position, have been exhausted.
3. Seniority, for the purpose of recall, is defined as the total full-time service as an employee of M-DCPS in any position. Service as a temporary instructor shall be counted only when 99 days are worked during the regular school year.
4. Three recall pools shall be established for each category. All paraprofessionals or associate educators laid off at a work location will be placed in order of county-wide seniority in the work location recall pool, in the ACCESS Centers recall pool, and in the county-wide recall pool for that category. Laid-off paraprofessionals and associate educators shall remain in the recall pools for two years, or until recalled, whichever occurs first. Associate educators will be eligible for recall and be placed in the recall pool for associate educators and paraprofessionals in the pre-kindergarten category.
5. Recalls will be effected as follows:
 - a. As a full-time vacancy occurs at a work location, the Office of Human Resources shall recall and assign the most senior paraprofessional or associate educator of the appropriate category from the work location recall pool.
 - b. When the work location recall pool has been exhausted and a full-time vacancy remains at the work location, the Office of Human Resources shall recall and assign the most senior paraprofessional or associate

educator of the appropriate category from the area-wide recall pool.

- c. When the ACCESS Centers recall pool has been exhausted and a full-time vacancy remains at the work location, the Office of Human Resources shall recall the most senior paraprofessional or associate educator of the appropriate category from the county-wide recall pools.
 - d. When the county-wide recall pool has been exhausted and a full-time vacancy remains at the work location, the Office of Human Resources shall recall and assign the most senior paraprofessional or associate educator qualified for the specific vacancy from the aggregate of all other categories.
6. Notification of recall shall be sent by the Office of Human Resources, by certified mail, to the laid-off paraprofessional's or associate educator's last known address of record.
 7. A laid-off paraprofessional or associate educator, who fails to respond to a recall notification within five workdays from receipt of notice, or who refuses an offer of a paraprofessional or associate educator position, shall be placed at the bottom of the recall pool of his/her category.
 8. A laid-off paraprofessional or associate educator, who accepts employment in another full-time position, shall be removed from the recall list. Employment in a part-time or temporary position shall not affect his/her paraprofessional recall rights.

L. Salary

1. Salaries for paraprofessionals or associate educators shall be adjudicated on the U1 Salary Schedule in such a manner that all employees receive the amount indicated for their classification and years of experience.
2. The effective date of the salary schedule shall be the first day of the 10-month work year.
3. Eligible paraprofessionals or associate educators shall advance one step on the first day of the 10-month year on the U1 Salary Schedule, but wages will be frozen at the previous year's rate until an agreement on wages has been reached and a monetary value for each step on the salary schedule has been agreed to by the parties.
4. A year of experience for full-time employees for salary purposes is defined as 99 or more days of service with M-DCPS as a paraprofessional/school support personnel or associate educator in any school year; for part-time employees, it is defined as 687 hours or more of employment as a part-time

paraprofessional/school support personnel/associate educator.

5. A paraprofessional or associate educator who is hired as a full-time teacher (including interim teachers) shall be placed on the teacher salary schedule at the first step which provides a salary increase or on the step that reflects half their years of service with the District as a Paraprofessional/Associate Educator (e.g., eight years of service equals Step 4 on the salary schedule) up to Step 10. Employees as described herein shall be placed in accordance with the above on whichever step is higher.
6. A Paraprofessional I who becomes a Paraprofessional II or a Paraprofessional II who becomes a III shall be placed on the same step on the Paraprofessional salary schedule as the step held in the prior Paraprofessional assignment. When a paraprofessional/associate educator I is promoted to an associate educator I/associate educator II, he/she will be placed on that step of the new grade which provides at least the equivalent of a one salary step increase.
7. The daily rate for paraprofessionals or associate educators for the regular school year shall be calculated by dividing the annual salary by the same lapsed time factor, as is applicable for other 10-month employees in the bargaining unit.

M. Compensatory Benefits

1. Retirement and Social Security - Unless specifically exempt under the Rules and Regulations of the Florida Retirement System, all full-time, part-time, and temporary personnel employed by the Board must participate in Social Security and the Florida Retirement System.
2. Compensatory benefits for paraprofessionals or associate educators are stipulated in Appendix D.

N. Tuition Reimbursement - Paraprofessionals or Associate Educators

1. Tuition reimbursement is available to paraprofessionals or associate educators who take college credit courses when such courses are part of a formal program leading toward a Bachelor's degree in education or when such courses strengthen professional skills and improve effectiveness in performance of paraprofessional duties. Computer Laboratory Specialists, because the position was previously classified as Paraprofessional, are eligible for tuition reimbursement, effective upon ratification of the contract in 1995.
2. No advance approval is needed for a course which is required or is accepted as an elective in a formal program of study leading to a Bachelor's degree in education. Advance approval by the paraprofessional's or associate

educator's principal is needed for other courses; such approval shall be given only when the course is directly related to the performance of the paraprofessional's or associate educator's assigned duties; however, such approval shall not be arbitrarily withheld.

3. Paraprofessionals or associate educators shall be eligible to receive reimbursement for tuition for a maximum nine undergraduate credits earned per fiscal year. Reimbursement shall not exceed \$90 per semester hour or the equivalent.
4. To obtain tuition reimbursement, the employee shall submit an application to the Compensation Administration, with the following attached:
 - a. the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned.
 - b. verification from the college/university of the tuition paid (Form FT1).
 - c. the principal's advance written approval when required under paragraph 2.
5. Requests for tuition reimbursement must be submitted no later than two years after the end of the term/semester during which the course was completed. An employee who believes that special circumstances beyond his/her control prevented compliance with this timeframe may appeal, in writing, to the Chief Personnel Officer for Human Resources, who shall review the appeal and render a decision. A copy of the appeal and decision shall be furnished to the employee.

O. Internal Certification

1. M-DCPS shall develop, maintain, and make available inservice training components appropriate to the duties of each paraprofessional, (specified) school support personnel and associate educator category. The inservice training components shall be jointly reviewed annually for the purpose of determining professional development needs.
2. Internal certification of a paraprofessional or associate educator shall result from satisfactorily completing a total of 200 inservice hours consisting of required and elective components appropriate to the paraprofessional's or associate educator's category (the basic program) and additional elective components (the supplementary program). Upon completion of the basic program, a maximum of 30 Master Plan hours or three credits from an accredited college or university (considered equivalent to 60 inservice hours), or a combination thereof, may be included in the supplementary program, provided the hours/credits were earned between July 1, 1980 and June 30, 1985 by an employee who was a M-DCPS paraprofessional/associate

educator at the time.

3. Official records of inservice training components completed and participation in the internal certification program shall be maintained by the Office of Professional Development and Career Advancement.
4. Paraprofessionals and associate educators who participate in the internal certification program shall be compensated in accordance with the schedule below as they attain the indicated levels of creditable inservice hours. No hours earned for elective components shall be creditable for the stipend until all required components for the appropriate paraprofessional or associate educator category have been completed.

Stipend Level	Creditable Inservice Hours	Annual Stipend Rate
1	24 - 59 hours	\$150
2	60 - 119 hours	\$300
3	120 - 149 hours	\$450
4	150 - 169 hours	\$550
5	170 - 199 hours	\$700
6	200 or more hours	\$800

5. A paraprofessional or associate educator who receives an internal certification stipend based on inservice training appropriate to the assigned category and who is reassigned to another category shall continue to receive that stipend for one year or until qualifying for the same or higher level stipend appropriate to the new category, whichever occurs first.
6. Paraprofessionals who complete the eight-week Montessori Training Program offered by M-DCPS shall be credited with 60 Master Plan Points in the elective category toward internal certification. Paraprofessionals who attend district-approved Montessori Training at a time other than the regular workday shall be compensated at a rate equal to \$50 per day.
7. Any paraprofessional or associate educator who successfully completes physical restraint training shall be awarded creditable inservice hours to be used towards completion of internal certification requirements.
8. A full-time Paraprofessional, Family Intervention Specialist or an Associate Educator working in an early childhood education program (Pre-K, Kindergarten or primary level) who obtains a Child Development Associate (CDA) Certificate shall be eligible for an annual supplement of \$600. The effective date of the CDA supplement will be the beginning of the first pay period following completion of the CDA requirements. Paraprofessionals/Associate Educators holding a CDA certificate shall be given priority consideration for positions in the Early Childhood Education Program (Pre-K, Kindergarten or primary level).

9. Any paraprofessional/associate educator who is reassigned or promoted from a position on the paraprofessional/associate educator job list into a position in the School Support Personnel category shall be eligible to complete the internal certification program initiated as a paraprofessional/associate educator and shall be entitled to the stipend commensurate with the creditable inservice hours, as provided in this Section.
10. Any paraprofessional/associate educator who, at the time of reassignment or promotion to the School Support Personnel category, was taking college credit courses leading to a Bachelor's degree in Education, shall continue to be eligible to receive tuition reimbursement for a maximum of nine credit hours earned in that fiscal year.

P. Consideration for Teaching Positions

1. A paraprofessional or associate educator holding a State of Florida teaching certificate, but who is not currently teaching, may apply for a teaching position through the Department of Instructional Staffing. If qualified to teach, the paraprofessional or associate educator shall be given special consideration for filling teacher vacancies in the employee's field of certification before consideration is given to new employees. Paraprofessionals and associate educators shall be considered on the basis of service with M-DCPS, quality of that service, and qualifications for the position being sought. The Office of Human Resources shall maintain a list of all paraprofessionals and associate educators meeting the Board-prescribed standards for hiring of teachers. Such list shall be made available to administrators responsible for selection of teacher personnel and to the Union, upon request.
2. A Paraprofessional II, III or Associate Educator holding a State of Florida teaching certificate may be employed as a interim teacher. At the end of the interim teacher assignment, such employee has recall rights to a paraprofessional or associate educator position.

- Q. The parties agree to establish a joint ad hoc committee charged with exploring the feasibility of providing an opportunity for paraprofessionals/associate educators to complete an internship as part of a program leading to a Bachelor's Degree in Education with certification in a critical staff shortage area or other areas as agreed to by the parties while maintaining their active pay status. Such initiative should be designed as a cost neutral program. All recommendations and reports of the committee shall be submitted to the Superintendent and the UTD President or Designee.

Section 2. School Support Personnel

- A. School support personnel shall be classified in one of the following:

- *1. College Assistance Program (CAP) Advisor -- includes work in senior high

schools assisting students and their parents by providing information on college entrance requirements, applications, and scholarships.

- a. Full-time CAP Advisors shall be placed on the AO (Bachelor's) Salary Schedule.
 - b. CAP Advisors employed subsequent to September 15, 1994 shall be required to have a Bachelor's degree or higher.
 - c. Part-time CAP Advisors with a Bachelor's degree or higher shall be placed on the AT (Bachelor's) hourly pay schedule.
 - d. Non-degreed part-time CAP Advisors shall be paid the hourly rate of their assigned pay grade on the U1 Salary Schedule.
- *2. Interpreter for Hearing Impaired -- includes work providing sign language interpretations for hearing impaired students.
 3. School Resource Specialist -- includes work overseeing School Security Monitors who are providing school-site security and requires an Associate of Arts or Science Degree or the equivalent thereof.
 - *4. School Security Monitors -- includes work in providing school-site security.
 - *5. Community Involvement Specialist -- includes responsibility in: (a) senior high schools assisting counselors with substance abuse prevention programs; and/or, (b) support services targeted at parent involvement/education activities.
 - *6. Instructional Management Systems Specialist -- includes work in assisting instructional personnel in operating and supporting computerized instructional management systems.
 - *7. Computer Laboratory Specialist -- includes work with students and teachers in using computer laboratory resource and equipment.
 8. Occupational Therapy Assistant -- includes work in assisting a professional Occupational Therapist in providing occupational therapy services.
 9. Physical Therapy Assistant -- includes work in assisting a professional Physical Therapist in providing physical therapy services.
 - *10. Athletic Trainers -- includes work in providing services regarding the prevention, emergency treatment, and rehabilitation of sport injuries to student athletes.

11. Qualifications for each of the above-listed positions are by reference made a part of this Contract.

*School-site based support personnel under the supervision of the principal or the principal's designee.

B. Duties

1. The duties of school support personnel are set forth in the respective job descriptions. Their duties are clearly not those of teachers. School support employees shall not be used in place of teachers or temporary instructors. School security monitors may be used to assist in controlling traffic on campus. In such instances, appropriate safety gear and training will be provided.
2. Job descriptions for school support personnel and changes thereto shall be developed by M-DCPS and reviewed by the bargaining agent. They shall be distributed to each work location and made available to each affected employee in a timely manner.

C. Hiring

1. No individual shall be hired or rehired for a vacant school support position until qualified school support personnel returning from leave have been placed, applicable recall pools have been exhausted, and qualified applicants for transfer have been considered.

If a position remains unfilled, priority consideration will be given to part-time school support personnel employed at the worksite where the vacancy exists.

2. The normal hiring rate for new full-time, part-time, and temporary employees shall be the first step of the appropriate pay grade. Under special circumstances, and with the approval of the Chief Personnel Officer for Human Resources, an employee may be hired or rehired at a salary step higher than the first step of the pay grade for the position being filled.
3. Re-employed school support employees who resigned in good standing or were laid off shall retain credit for their years of experience with the school system (i.e., salary steps and accumulated sick leave) and placed on the step for which they would have been eligible had they been on board-approved leave.
4. Full-time support personnel new to M-DCPS shall participate in a comprehensive three-day orientation session which will immediately precede the first day of school for regular school support personnel. Such additional days shall be considered as part of the regular school year and shall be used in computing new school support personnel daily rates of pay for the year.

D. Probationary Period

1. The probationary period for all newly-hired school support personnel shall be 90 days. Unsatisfactory performance during such a probationary period is sufficient grounds for immediate separation from employment.
2. The probationary period for school support personnel changing to a position having a different job classification shall be 60 days. Unsatisfactory performance during such probationary period is sufficient grounds for return to the prior job classification as soon as a position becomes available.

E. Workday

1. The school support employee's workday shall be seven hours and five minutes at the elementary level and seven hours and 20 minutes at the secondary level, except for School Security Monitors and School Resource Specialists, whose workday shall be eight hours.
2. The workday shall include a duty-free lunch period of at least 30 minutes and two 10-minute daily breaks separate from and not attached to the duty-free lunch period. The first break shall be in the morning and the second break shall be in the afternoon. Part-time school support personnel who work five hours per day shall be allowed one 15-minute daily break.

F. Transfer

1. School support employees shall be afforded the opportunity to transfer from one work location to another.
2. All full-time job vacancies shall be advertised by the Office of Human Resources and posted at each M-DCPS work location for a period of one week. Such job advertisements shall be posted on the Union bulletin board immediately upon receipt at each work location. No vacancy shall be filled until after the fifth workday following advertisement of the position.
3. Once a school support employee has fulfilled the requirements for a transfer and has been accepted at another work location, the maximum time the current supervisor may retain the employee in the current position is 10 workdays, unless otherwise authorized, in writing, by the Chief Personnel Officer for Human Resources.

G. Layoff

1. Layoff is defined as the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.
2. When it is necessary to identify an employee for layoff, the least senior

employee in the affected job classification at the work location shall be laid off.

In instances where the UTD building steward is employed as school support personnel, said steward shall be exempted from layoff except here an entire program is eliminated.

3. In the event that the least senior interpreter is a One-to-One Interpreter, an exception to Paragraph 2 may be made based upon the unique needs of affected student(s). Requests shall be made, in writing, by the principal and the interpreter, who is less senior, to the Assistant Superintendent for the Office of Human Resources. These requests shall be reviewed by a joint M-DCPS/UTD committee which shall include the Co-Chairs of the Exceptional Student Education Task Force and which shall make an expeditious decision regarding the exception.
4. However, in the event it becomes necessary to effect a layoff in the physical and occupational therapy programs, county-wide seniority shall determine which employee(s) is to be laid off.
5. Seniority, for the purpose of layoff, is the total full-time service as an employee of M-DCPS in any capacity. Service as a temporary instructor - shall be counted only when 99 days are worked during the regular school year.
6. Layoffs will be effected as follows:
 - a. The Office of Human Resources shall be notified, in writing, by the supervising administrator of the requirement for layoff, and the reason therefore, prior to any announcement relative to a possible layoff.
 - b. The Office of Human Resources shall verify the need for the layoff. If the layoff is required, the Office of Human Resources shall determine the specific employee(s) to be laid off. The notice shall contain information concerning the employee's residual benefits. The employee shall acknowledge receipt of the notification. The effective date of the layoff shall be no less than 10 workdays after receipt of notification.
 - c. During the 10-workday notification period, efforts shall be made to place the affected employee in a position for which qualified.
7. In the event it becomes necessary to effect a reduction-in-force for Physical and Occupational Therapy Assistants, county-wide M-DCPS seniority within the affected program (i.e., Physical and Occupational Therapy Assistants) shall be utilized to determine which employees are to be laid off.

H. Recall

1. Recall, as defined, is the calling back for rehire of a previously laid-off employee.
2. No new personnel will be employed as school support personnel until all recall pools of school support personnel, available, qualified, and willing to fill the position, have been exhausted.
3. Seniority, for the purpose of recall, is defined as the total full-time service as an employee of M-DCPS in any position. Service as a temporary instructor shall be counted only when 99 days are worked during the regular school year.
4. Three recall pools shall be established for each category. All school support personnel laid off at a work location will be placed in order of county-wide seniority in the work location recall pool, in the area-wide recall pool, and in the county-wide recall pool for that category. Laid-off school support personnel shall remain in the recall pools for two years or until recalled, whichever occurs first.

I. Salary

1. Salaries for school support employees shall be adjudicated on the U1 Salary Schedule in such a manner that all employees receive the amount indicated for their classification and years of experience.
2. The effective date of the salary schedule shall be the first day of the 10-month work year.
3. Eligible school support employees shall advance one step on the first day of the 10-month year on the U1 Salary Schedule, but wages will be frozen at the previous year's rate until an agreement on wages has been reached and a monetary value for each step on the salary schedule has been agreed to by the parties.
4. A year of experience for salary purposes is defined as 99 or more days of service with M-DCPS as a school support employee in any school year.
5. A school support employee who is hired as a full-time teacher (including interim teacher) or for a full-time school support position having a different paygrade shall be placed on the appropriate salary schedule and grade at the lowest step which provides a salary increase.
6. The daily rate for school support employees for the regular school year shall be calculated by dividing the annual salary by the same lapsed time factor as is applicable for other 10-month employees in the bargaining unit.

7. Full-time School Support Personnel, covered by the overtime provisions of the Fair Labor Standards Act, who are directed by an administrator to work beyond his/her normal workday, shall be compensated by being paid one and one-half times their regular hourly rate. Full-time CAP Advisors and Athletic Trainers who are on the AO Salary Schedule are not subject to the overtime provisions of the Fair Labor Standards Act.
8. In the event that Physical and Occupational Therapy Assistants are required or assigned beyond the regular workday for service to homebound students, the therapy session rate shall be \$13 per 30-minute session. Payments for such sessions shall be in addition to regular salary, but in lieu of any overtime or hourly rate for the service.
9. Part-Time Physical/Occupational Therapy Assistants shall be paid in accordance with the AT Part-Time Hourly Salary Schedule for Bachelor's degree certificated employees.
10. Interpreters for the Deaf or Hard-of-Hearing shall receive credential supplements as follows: QAII - \$1,000; QAIII - \$2,000; and RID - \$3,000. The supplement shall be effective the beginning of the pay period following receipt of the appropriate certificate.
11. The hiring rate for part-time Interpreters for the Deaf or Hard-of-Hearing shall be Step 5 of the appropriate pay grade. Such employees shall not be eligible for step advancement. When a part-time interpreter is assigned to a full-time interpreter position, he/she will be placed on the step which gives salary credit for the time employed as a part-time interpreter, pursuant to Article XVII, Section 2, I(4).
12. The base salary range for full-time Athletic Trainers shall be Steps 1 through 10 of the AO Salary Schedule as specified in Appendix E, Sections 2 and 3.

J. Compensatory Benefits

1. Unless specifically exempt under the Rules and Regulations of the Florida Retirement System, all full-time, part-time, and temporary employees must participate in the Social Security and the Florida Retirement System.
2. Compensatory benefits for school support employees are stipulated in Appendix D.
3. In-county travel reimbursement for Physical and Occupational Therapy Assistants will be based on the assigned home school for each assistant.

K. Consideration for Teaching Positions

1. A school support employee holding a State of Florida teaching certificate, but

who is not currently a M-DCPS teacher, may apply for a teaching position through the Department of Instructional Staffing. If qualified to teach, the employee shall be given special consideration for filling teacher vacancies in the employee's field of certification before consideration is given to new employees. School support personnel shall be considered on the basis of service with M-DCPS, quality of that service, and qualifications for the position being sought.

The Office of Human Resources shall maintain a list of all school support personnel meeting the Board-prescribed standards for hiring of teachers. Such list shall be made available to administrators responsible for selection of teacher personnel and to the Union, upon request.

2. A school support employee holding a State of Florida teaching certificate may be employed as an interim teacher.

L. Physical/Occupational Therapy Assistant Evaluation and Tuition Reimbursement

1. Physical and Occupational Therapy Assistants shall be supervised and evaluated by the Division of Exceptional Student Education. The current evaluation instruments for Educational Support Personnel shall be used for such purposes.
2. Tuition reimbursement is available to Physical and Occupational Therapist Assistants who take college credit courses when such courses are part of a formal program leading to a degree and a license as a Physical or Occupational Therapist, provided the employee agrees to work with M-DCPS for at least three years after receiving his/her therapist license.
3. No advance approval is needed for a course which is required or is accepted as an elective in a formal program of study leading to a degree and a license as a Physical and Occupational Therapist. Advance approval by the Office of Exceptional Student Education and Psychological Services is needed for other courses; such approval shall be given only when the course is directly related to the performance of the employee's assigned duties; however, such approval shall not be arbitrarily withheld.
4. Physical and Occupational Therapist Assistants shall be eligible to receive reimbursement for tuition for a maximum nine undergraduate credits earned per fiscal year. Reimbursement shall not exceed \$90 per semester hour or the equivalent.
5. To obtain tuition reimbursement, the employee shall submit an application to Compensation Administration, with the following attached:
 - a. the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned.

- b. verification from the college/university of the tuition paid (Form FT1).
 - c. the principal's advance written approval when required under paragraph 2.
6. Requests for tuition reimbursement must be submitted no later than two years after the end of the term/semester during which the course was completed. An employee who believes that special circumstances beyond his/her control prevented compliance with this timeframe may appeal, in writing, to the Chief Personnel Officer for Human Resources, who shall review the appeal and render a decision. A copy of the appeal and decision shall be furnished to the employee.

M. Tuition Reimbursement -- Select School Support Personnel

- 1. Tuition reimbursement is available to School Security Monitors and School Resource Specialists who take college credit courses when such courses are part of a formal program leading towards a Bachelor's degree in Education, psychology or counseling, criminal justice, or when such courses strengthen professional skills or lead towards certification as a law enforcement officer and improve the effectiveness of School Security Monitor duties.
- 2. Tuition reimbursement is available with no advance approval to Community Involvement Specialists, Instructional Management Systems Specialists, Interpreters for the Deaf and Hard-of-Hearing, Family Intervention Specialists, and Computer Laboratory Specialists who take college credit courses when such courses are part of a formal program leading towards a Bachelors Degree in Education, or when such courses strengthen professional skills or improve the effectiveness of their assigned duties. Advance approval by the school principal is needed for other courses. Such approval shall be given only when the course is directly related to the performance of the employee's assigned duties; however, such approval shall not be arbitrarily withheld.
- 3. For School Security Monitors and School Resource Specialists, no advance approval is needed for a course which is required or is accepted as an elective in a formal program of study leading to a Bachelor's degree in Education, psychology or counseling, criminal justice or a program which leads towards certification as a law enforcement officer. Advance approval by the School Resource Specialist and/or School Security Monitor's principal and the Chief of Miami-Dade County Public Schools Police is needed for other courses. Such approval shall be given only when the course is directly related to the performance of the employee's assigned duties; however, such approval shall not be arbitrarily withheld.
- 4. The employees mentioned above shall be eligible to receive reimbursement for tuition for a maximum of nine undergraduate credits earned per fiscal year. Reimbursement shall not exceed \$90 per semester hour or the

equivalent.

5. To obtain tuition reimbursement, the employee shall submit an application to the Compensation Administration, with the following attached:
 - a. the official transcript (with raised seal) indicating successful completion of the course(s) and the credits earned;
 - b. verification from the college/university or law enforcement training institution of the tuition paid (Form FT1); and
 - c. the principal's and the aforementioned Chief's advance written approval, when required under paragraph 2.
 - d. the Principal's advance written approval, when required under paragraph 2.
6. Requests for tuition reimbursement must be submitted no later than two years after the end of the term/semester during which the course was completed. A School Security Monitor, School Resource Specialist, Community Involvement Specialist, Instructional Management Specialist, Interpreter for the Deaf and Hard-of-Hearing and Computer Laboratory Specialist who believes that special circumstances beyond his/her control prevented compliance with this timeframe may appeal, in writing, to the Chief Personnel Officer for Human Resources, who shall review the appeal and render a decision. A copy of the appeal and decision shall be furnished to the employee.

N. School Security Monitor Uniforms

The Board agrees to provide School Security Monitors with clothing that identifies them as such, and that said clothing be uniform throughout the district. Additionally, the Board agrees that such clothing shall consist of at least a shirt, light jacket, raincoat, or vest, which must be worn while on duty.

O. Inservice Training

The Board agrees to provide inservice training for School Security Monitors by the Miami-Dade County Public Schools Police. Such training will be provided during scheduled planning/preparation days. These workshops are mandatory for all School Security Monitors. A joint subcommittee will review training options and provide input.

P. School Security Monitor Pay Grade Advancement

The following criteria must be met to advance from pay grade 7 to pay grade 12:

1. Pay grade advancement for a School Security Monitor requires a high school diploma or equivalent certification and at least 60 semester hours with a minimum of 15 semester hours in education, psychology or counseling, or criminal justice from an accredited college or a certificate of completion of basic law enforcement training from an accredited law enforcement training institution.
2. A School Security Monitor who meets the above criteria shall be placed on the same step on the pay grade 12 salary schedule as the step held on the pay grade 7 salary schedule.

Q. Interpreters for the Deaf or Hard-of-Hearing

1. Interpreters for the Deaf or Hard-of-Hearing shall be given an opportunity to provide input regarding the class schedule for assigned student(s) who are identified as deaf or hard-of-hearing.
2. Interpreters for the Deaf or Hard-of-Hearing may use planning/preparation days for inservice, subject area meetings, and seminars for the purpose of obtaining certification or recertification as interpreters with prior approval of the principal/supervisor.
2. Interpreters for the Deaf or Hard-of-Hearing should not be assigned to perform clerical functions which are not directly related to their duties or responsibilities.

Section 3. Job Listings and Salary Schedules

PARAPROFESSIONAL/ASSOCIATE EDUCATOR JOB LISTING

<u>Job Code</u>	<u>Title</u>	<u>Pay Grade</u>
4217	Paraprofessional III-Behavioral	15
4218	Paraprofessional III-Bilingual	15
4219	Paraprofessional III-General	15
4220	Paraprofessional III-Montessori	15
4221	Paraprofessional III-Pre-K	15
4222	Paraprofessional III-Social Services	15
4223	Paraprofessional III-Therapeutic	15
* 4224	Paraprofessional III- Vocational	15
4226	Paraprofessional III - Therapeutic	15
4227	Paraprofessional III - Behavioral (P)	15
* 4228	Paraprofessional III- General	15
4229	Paraprofessional III- Vocational	15
* 4240	Paraprofessional II (General)	12
* 4241	Paraprofessional I (General)	7
* 4242	Paraprofessional I (Vocational)	7

4243	Paraprofessional I - Behavioral (P)	7
4245	Paraprofessional II - Behavioral (P)	12
* 4247	Paraprofessional II (Vocational)	12
4256	Paraprofessional II (Vocational)	12
4259	Paraprofessional II (General)	12
4260	Paraprofessional I (General)	7
4263	Paraprofessional II (Therapeutic)	12
4264	Paraprofessional I (Therapeutic)	7
4266	Paraprofessional II (Behavioral)	12
4267	Paraprofessional I (Behavioral)	7
4268	Paraprofessional II (Bilingual)	12
4269	Paraprofessional I (Bilingual)	7
4271	Paraprofessional I (Vocational)	7
4272	Paraprofessional II (Social Service)	12
4273	Paraprofessional I (Social Service)	7
* 4276	Paraprofessional II (Therapeutic)	12
4277	Paraprofessional I (Pre-K)	7
4278	Paraprofessional II (Pre-K)	12
4292	Paraprofessional I - Therapeutic (P)	7
4293	Paraprofessional II - Therapeutic (P)	12
4294	Paraprofessional I (Montessori)	7
4295	Paraprofessional II (Montessori)	12
* 8045	Paraprofessional I (Bilingual)	7
4246	Associate Educator I	14
4225	Associate Educator II	15

SCHOOL SUPPORT PERSONNEL JOB LISTING

<u>Job Code</u>	<u>Title</u>	<u>Pay Grade</u>
0981	Athletic Trainer	AO
1600	College Assistant Program Advisor	AO
* 4005	Community Involvement Specialist	12
4039	Community Involvement Specialist	12
4231	Community Liaison Specialist	23
4238	Health Screening Technician I	15
4239	Health Screening Technician II	21
* 4248	Community Liaison Specialist	23
4249	AESOP Specialist	12
4250	Classroom Assistant (Part-time)	7
* 4251	Family Resource Specialist	12
4252	Computer Laboratory Specialist	12
4253	Instructional Management System Specialist	14
* 4254	Instructional Management System Specialist	14
4258	Correctional Program Facilitator	23
* 4261	Family Intervention Specialist II	12

4262	Family Intervention Specialist II	12
4265	Family Intervention Specialist I	7
4298	Interpreter for the Deaf or Hard-of-Hearing - Non-Certified	12
4281	Interpreter for the Deaf or Hard-of-Hearing QA	23
* 4285	Interpreter for the Deaf or Hard-of-Hearing QA	23
4282	Interpreter for the Deaf or Hard-of-Hearing QA II	23
4283	Interpreter for the Deaf or Hard-of-Hearing QA III	23
4284	Interpreter for the Deaf or Hard-of-Hearing RID	23
4286	Physical Therapist Assistant	23
4287	Occupational Therapist Assistant	23
* 4291	Interpreter for the Deaf or Hard-of-Hearing QA III	23
* 4296	Interpreter for the Deaf or Hard-of-Hearing QA II	23
` 4297	Lifeguard	14
4299	Job Coach	15
* 4300	Interpreter for the Deaf or Hard of Hearing-Non-Certified	12
* 4302	Job Placement Specialist	21
* 8004	School Security Monitor	7
* 8007	School Security Resource Specialist	23
8008	School Security Resource Specialist	23
8010	School Security Monitor	7
8033	School Security Monitor II	12
* 8034	School Security Monitor II	12

All jobs listed are 10-month positions, except those indicated with an asterisk (*), which are 12-month positions.

Section 4. Paraprofessionals, Associate Educators, and School Support Personnel Salary Schedules (10-month/12-month)

**PARAPROFESSIONALS/ ASSOCIATE EDUCATORS/SCHOOL SUPPORT PERSONNEL
10-MONTH (U1)
(Effective August 4, 2005)***

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
07	11,468	11,970	12,441	12,944	13,435	13,908	14,410	15,312	17,403	18,223	18,736	19,248	21,242	26,236
12	13,670	14,184	14,738	15,322	15,927	16,522	17,127	18,203	20,766	21,586	22,098	22,611	24,605	29,582
13	14,040	14,738	15,312	15,927	16,512	17,127	17,884	19,516	21,576	22,396	22,908	23,421	25,415	30,388
14	14,718	15,312	15,927	16,512	17,127	17,783	19,516	20,346	22,211	23,032	23,545	24,057	26,051	31,021
15	15,270	15,927	16,512	17,127	17,783	19,516	20,346	20,756	22,857	23,677	24,190	24,702	26,696	31,663
21	19,146	19,853	20,643	21,463	22,314	23,196	24,108	25,051	28,189	29,009	29,521	30,034	32,028	36,968
23	22,160	23,237	24,160	25,112	26,117	27,122	28,178	29,275	32,853	33,673	34,186	34,698	36,692	41,609

The top step of this schedule has been increased by \$900 over the prior schedule.

All 2004-2005 employees meeting eligibility requirements as defined in Article XVII, Section 1(L)(4), shall advance a step effective August 4, 2005.

Only eligible employees in an active pay status as of the date of School Board ratification shall be entitled to any retroactive adjustments resulting from this Agreement.

Employees at the SIZ sites on this schedule will be paid for ten (10) additional days during the 2005-2006 school year. Actual salaries will be proportional to the additional days worked at the SIZ school sites.

*Effective date may be earlier for those employees who report to work before August 4, 2005 in accordance with the applicable 2005-2006 school year calendar.

**PARAPROFESSIONALS/ASSOCIATE EDUCATORS/SCHOOL SUPPORT PERSONNEL
12-MONTH (U1)
(Effective July 1, 2005)**

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
07	13,762	14,364	14,930	15,533	16,122	16,690	17,292	18,375	20,884	21,868	22,484	23,098	25,491	31,484
12	16,404	17,021	17,686	18,387	19,113	19,827	20,553	21,844	24,920	25,904	26,518	27,134	29,526	35,499
13	16,848	17,686	18,375	19,113	19,827	20,553	21,461	23,420	25,892	26,876	27,490	28,106	30,498	36,466
14	17,662	18,375	19,113	19,815	20,553	21,340	23,420	24,416	26,654	27,639	28,254	28,869	31,262	37,226
15	18,324	19,113	19,815	20,553	21,340	23,420	24,416	24,908	27,429	28,413	29,028	29,643	32,036	37,996
21	22,976	23,824	24,772	25,756	26,777	27,836	28,930	30,062	33,827	34,811	35,426	36,041	38,434	44,362
23	26,592	27,885	28,992	30,135	31,341	32,547	33,814	35,130	39,424	40,408	41,024	41,638	44,031	<u>49,931</u>

The top step of this schedule has been increased by \$1,080 over the prior schedule.

All 2004-2005 employees meeting eligibility requirements as defined in Article XVII, Section 1(L)(4), shall advance a step effective July 1, 2005.

Only eligible employees in an active pay status as of the date of School Board ratification shall be entitled to any retroactive adjustments resulting from this Agreement.