

ARTICLE I -- PREAMBLE

Section 1. Purpose

The School Board of Miami-Dade County, Florida, hereinafter called School Board, and the Dade County School Administrators' Association, AFSA Local 77, AFL-CIO, hereinafter called DCSAA or Union, recognize and assert that technical and professional support services are necessary to provide quality education for the students of M-DCPS. 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.

Meeting the educational needs of the children, youth, and adults of Miami-Dade County is the primary function of Miami-Dade County Public Schools (M-DCPS).

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

Section 2. Role of School Board and Superintendent

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 educational needs of M-DCPS.

Section 3. Severability

It is the expressed intent of the parties that if any 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, except in the circumstances of the section that follows.

Section 4. Conflict of Law and School Board Rule

Where a contract provision conflicts with a School Board Rule, the contract provision shall govern.

If any provision of the collective bargaining contract is in conflict with any law, ordinance, rule, or regulation over which the Superintendent has no amendatory power, the Superintendent shall submit to the appropriate governmental body having amendatory power a proposed amendment to such law, ordinance, rule, or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the collective bargaining contract shall not become effective. (Reference, Florida Statutes, Section 447.309(3). For the purpose of this Contract, all references made to Florida Statutes, Chapter 447 shall utilize the language and definitions of Florida Statutes, Chapter 447.)

Section 5. Preservation of Benefits

Nothing contained herein shall be construed to deny any employee of his/her rights under state law or under State Board or M-DCPS Board Rules except as modified by this Agreement.

In addition to salary, as provided elsewhere in this Agreement, the School Board and Union agree that the Fringe Benefits agreement is subject to change based upon results of negotiations concerning Fringe Benefits in subsequent years.