

ARTICLE 6
Terms and Conditions of Employment

- A. **Workday:** The workday of permanent full-time employees shall be seven and one-half (7-1/2) consecutive paid hours, including a lunch period of thirty (30) consecutive minutes. The lunch period shall be duty-free except under emergency circumstances. During the lunch period, employees shall not leave the school grounds without permission of the principal. In the case of employees whose jobs, because of Federal grant requirements, require hours of work not in conformance with the above, they shall have a standard workday of not more than seven and one-half (7-1/2) hours including a duty-free, uninterrupted, paid lunch period of not less than thirty (30) consecutive minutes.

The workday of employees shall be no longer than seven and one-half (7-1/2) hours in accordance with Section A, above. The workday of employees shall be no less than 7.0 consecutive hours for 186 and 196 calendar-day employees or with the exception of summer school or ESP employees hired to work part-time (e.g., employees hired to work cafeteria duty). The workday of employees hired for the exclusive purpose of cafeteria duty shall be no shorter than four (4) consecutive hours. Substitute employees, part-time employees, temporary employees or volunteers shall not be employed in or assigned to a position to avoid the employment of a full-time employee when such employment would circumvent any provision of this Agreement. If a four (4) day work week is implemented during the summer months, this schedule may be compressed into that period. Said compression shall not result in the reduction of salary or benefits.

- B. **Cafeteria Duty Assignment:** Certified Classroom Assistants, and Certified Teacher Assistants will have cafeteria duty for no more than ninety (90) minutes per day, when feasibly possible except in the following cases: because of Federal restrictions or where ESPs have been hired either on a partial basis or exclusively for cafeteria duty. A rotation list shall be posted. To ensure the safety of all students, ESPs who are assigned to Head Start, unique, or special needs students (including autism) are excluded from cafeteria assignment beyond their specific student assignment(s). Such cafeteria duties shall be performed within the appropriate ESP job description. For example, these ESPs shall not wipe tables, run the trash compactor, or mop floors.
- C. **Breaks:** Employees working for five (5) hours to seven and one-half (7-1/2) hours shall receive two (2) fifteen (15) minute breaks per day. One break shall be in the morning and one shall be in the afternoon, unless there is mutual agreement between the affected administrator and ESP(s) to schedule one (1) thirty (30) minute break in the morning or afternoon.

All employees working less than five (5) hours shall be granted one (1) fifteen (15) minute break.

- D. **Lunch Period:** Employees who work five (5) hours or more shall be granted a thirty (30) minute, duty-free, uninterrupted lunch period, which may or may not be during the normal lunch hours.
- E. **Basic Annual Work Calendar:** The basic annual work calendar for employees shall be one hundred and eighty-six (186) days, including six (6) paid holidays. If a principal/administrator, at his/her sole discretion, wants to extend an employees annual work calendar, qualification, attendance, reliability, and seniority in the district shall be among the criteria considered by the administrator in granting the extension. Current employees shall be given first consideration in filling the position. Employees shall receive written verification of their calendar starting date, unit seniority date, number of hours contracted to work per day and location, by the last workday of May of each year and/or in accordance with approved action taken by the Board. Upon the conclusion of collective bargaining between the BTU-ESP and the Board each year, the negotiated salary schedule and other amended articles shall be distributed to bargaining unit members in accordance with the applicable provisions of this contract.
- New employees hired after the last workday of May of each year shall receive the information specified in E above, no later than ten (10) days after the Board approves their employment.
- F. **Pre-Planning** - All ESP employees on a 186 day calendar shall be required to return to work for one (1) planning day immediately prior to the start of the student school year.
- G. **Employee Dismissal:** Any permanent employee who is dismissed for disciplinary reasons or as a result of performance evaluation shall be notified in writing of said dismissal, which shall include the specific reasons for dismissal.
- H. **Experience Credit:** An employee who resigns in good standing or is laid off, if re-employed within two (2) years from the effective date of such resignation or layoff, shall be granted experience credit on the salary schedule for all previous experience granted, as an ESP employee, but shall not be granted credit on the salary schedule for time not worked by virtue of layoff or resignation.
- I. **Just Cause:** No employee shall be dismissed, be reduced in rank, be reduced in compensation, suffer loss of any terms and conditions of employment, or otherwise be deprived of any advantage of other employment benefit, without just cause.

- J. **Complaints Against An Employee:** No action against an employee shall be taken on the basis of an unverified complaint by a parent or student or other individuals, or any notice of such action or complaint shall be included in the employee's personnel file or any evaluation report, unless the matter is first reported to the employee in writing, and the employee has had an opportunity to discuss the matter with his/her administrator. No investigation of an employee beyond preliminary inquiry by the Broward District Schools Police Department may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation.
- K. **Student Discipline/Employee Protection:** The principal shall have the responsibility for maintaining overall discipline within the school setting. Further, the principal may delegate to the employees such responsibility for control and direction of the student as he/she considers desirable or as required by District policy and rules. When and where such responsibility has been delegated, the employee shall be supported in any reasonable action he/she may take. An employee shall be accorded the same protection of law and support of the Board that is accorded certified teachers when under the direction and/or supervision of the Board or its agents.

Reporting Incidents:

1. The employee shall immediately report any cases of: 1) assault and battery upon an employee, and any person (excluding students) who abuses/insults employees, and 2) any person who is not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof the Principal or other appropriate administrator. The District shall advise the employee concerning his/her rights and obligations with respect to such alleged actions and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement.
2. The employee shall immediately report any threats of a violent nature made against him/her to the Principal or appropriate administrator. The administration shall immediately notify the Broward District Schools Police Department of the alleged threat of violence against the employee. The District shall advise the employee concerning his/her rights and obligations with respect to such alleged actions and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement.

- L. **Covering Classes:** The Board will comply with all provisions of Florida Statutes, Section 1012.37 which states, “A district school board may appoint education paraprofessionals to assist members of the instructional staff in carrying out their duties and responsibilities. An educational paraprofessional shall not be required to hold a teaching certificate. An education paraprofessional, while rendering services under the supervision of a certified teacher, shall be accorded the same protection of laws as that accorded the certified teacher. Paid education paraprofessionals employed by a district school board shall be entitled to the same rights as those accorded non-instructional employees of the district school board.” The parties agree that the collective bargaining agreement shall be consistent with any future changes in the statute.

An education paraprofessional shall not be utilized for in-classroom teaching or supervisory responsibilities over a classroom of students except in those most extreme circumstances. In the event that an emergency arises that requires an education paraprofessional to cover a class for more than a few minutes, the principal must provide a memorandum to the Office of School Performance & Accountability, after the fact, which justifies the classroom coverage. The memorandum must also include the total time period that the education paraprofessional was in the classroom without a teacher, the name of the education paraprofessional, and the regularly assigned teacher.

- M. **Rest Areas:** Lounges and/or other areas designated by principals as places where faculty and other staff may eat or rest, except teacher planning areas, shall be available to ESP employees for the same purpose. All ESPs shall have a secured area (i.e. locker/cabinet) with all day access to lock up personal belongings during their workday.
- N. **Off-Street Parking:** Whenever possible, off-street parking facilities owned by the School Board shall be provided for employee use at each school.
- O. **Telephones:** Telephones for the purpose of school business shall be available in each school for ESP employee use. Bargaining unit members may use school phones for personal, local calls before and after the official workday, during breaks, duty-free lunch or in emergencies, provided that there are no charges to the school associated with said phone calls.
- P. **Temporary Employees:** Temporary employees who are eventually placed in vacant positions shall have all time accrued as a temporary employee credit to their calendar probationary period, provided such service is continuous at the same work location and leads directly to filling a vacancy. The seniority date for such employee shall be the first day after completion of the required probationary period.

- Q. **Probationary Employees:** Probationary employees who are hired and receive satisfactory evaluations but work less than the probationary period in a school year shall have all days previously worked as probationary credited to their probationary period if rehired during the subsequent school year in a bargaining unit position.

- R. **Labor Management:** The parties mutually agree to discuss the creation and implementation of a substitute list for Education Support Professionals.