



**MIAMI-DADE COUNTY PUBLIC SCHOOLS
DEPARTMENT OF PLANT OPERATIONS**

ORIENTATION TRAINING MANUAL

**ELEMENTS OF SUPERVISION
COMPONENT #30904200**

UPDATED: OCTOBER 2009

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THE INFORMATION PROVIDED ON THE FOLLOWING PAGES
ARE EXCERPTS FROM THE AFFILIATING CONTRACT
AGREEMENT BETWEEN
MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS) AND THE
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, LOCAL 1184 (AFSCME) AND DOES
NOT NECESSARILY INCLUDE ALL SECTIONS OF NOTED
ARTICLES.



ARTICLE IX

WORKING CONDITIONS

Section 1. Work Scheduling

- A. The standard number of working hours during any standard work week will normally be 40 hours, except as noted in Appendix III.
- B. The normal work week shall consist of no more than five consecutive days of work at the regular rate of pay.
- C. Employees shall be entitled to two days off at the completion of the standard work week.
- D. Where weekend work is a practice, the Board shall make every effort to rotate schedules to distribute weekend assignments equally.
- E. Work schedules will not be altered by changing the number of hours per day to avoid the payment of overtime. Work schedules may be altered due to emergency conditions or factors beyond the Board's control.

It is understood and agreed to that, should it become necessary to establish a regular work schedule which includes Saturdays, negotiations may be reopened on this issue. It is understood that these negotiations will precede implementation of the decision.

The right to utilize the four-day, 10-hour work schedule is expressly reserved to Management and adoption of such schedule for any unit member shall not be considered an avoidance of overtime.

Such schedule shall be for four consecutive days. Wherever a 10-hour day schedule is adopted, the workday shall consist of 10 consecutive hours, exclusive of the meal period.

This schedule change may be implemented by the Board after notification to the Union. Employees affected shall be given not less than two weeks' notice of the change in schedule.

- F. Employees shall not be required to report to work prior to the established starting time nor be compelled to work beyond their scheduled workday, unless they are compensated for such additional time.
- G. Whenever possible, management will schedule and conduct informational/update workshops for bus drivers and bus aides to coincide with regularly-scheduled teacher planning days. Any such workshop held prior to school opening will coincide with a teacher planning day.

- H. Whenever possible, employees affected by a permanent change in their work location, due to work load adjustments, shall be given no less than two weeks' notification of such change.

Section 2. Emergency Work

- A. When an emergency is declared by the Superintendent and employees are generally excused from work because of the emergency, those employees required to work during the emergency will receive two times their regular rate of pay for such work.
- B. When an emergency is declared by the Superintendent of Schools, resulting in an M-DCPS work location being temporarily unavailable for regular work assignments, affected full-time permanent/probationary and part-time permanent/probationary employees shall be offered similar positions with equivalent working hours at other M-DCPS work locations where vacancies exist. Refusal to accept such positions may result in a recommendation for layoff, subject to provisions in Article X, Section 2.

Section 4. Probationary Employees

- A. Newly-Hired Employees
 - 1. Newly-hired employees in the bargaining unit (except temporary, hourly, or substitute employees) shall be considered probationary for the first three calendar months; thereafter, they shall be considered annual employees, subject to annual reappointment. During such probationary period, employees may be terminated without recourse under this Contract.
 - 2. If, at any time during the probationary period, the newly-hired employee's performance is considered unacceptable, the probationary employee shall be terminated.
- B. Promoted Employees
 - 1. An employee who is promoted shall be considered probationary for the first three calendar months in the new position. During such probationary period, if such employee's performance is determined by the supervising administrator or principal to be unacceptable, the employee shall be returned to a position substantially equivalent to the one held prior to the promotion, as soon as such a position is available. Such employees may request an informal hearing by, or written explanation from, the chief personnel officer for Human Resources (or designee). The employee's request for a hearing must be made no later than 10 working days after official notification, in writing, by the supervising administrator or principal that his/her performance is unacceptable. The hearing shall be conducted within 30 working days of such request. The decision of the chief personnel officer shall be final and shall not be subject to a grievable, litigable, or reviewable process.

2. A promoted probationary employee shall be treated as a permanent employee for purposes of determining applicable contractual rights and benefits.

Section 7. Job Requirements

Subsequent to initial appointment, the employer has the right to place additional employment requirements on any job classification. For those employees already on the job, the costs of such additional requirements shall be borne by the employer. New employees shall assume costs of all eligibility requirements.

All permanent and probationary employees shall be required to wear identification badges which will include the employees' name and a current picture prepared and provided by the Board.

Section 8. Overtime

- A. It shall not be the general policy of the Board to have its employees work frequent or consistent overtime; however, when employees are directed to work overtime, in addition to their regular hours, aggregating more than a maximum of 40 hours per week, they shall be compensated as follows.
- B. The rate of time and one-half of the normal rate shall be paid for all hours in a pay status per week over the regular weekly task assignment, aggregating more than a maximum of 40 hours per work week. The rate(s) of pay for employees who weekly perform two or more M-DCPS jobs shall be governed by the Fair Labor Standards Act (FLSA) and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.
- C. An employee shall not have his/her regular work schedule changed to avoid the payment of overtime.
- D. Employees called from home to work shall be guaranteed at least four hours' pay, provided such work does not immediately precede or extend the employee's regularly assigned work schedule. An employee required to work two hours or more beyond the normal workday shall be allowed one-half hour for meal time with pay. An employee required to work at least three hours before normal starting time shall be allowed one half hour meal time with pay, provided he/she completes his/her normal shift. If callback work immediately precedes the normal workday, the four-hour guarantee shall not apply.
- E. Overtime shall not be paid more than once for the same hours worked. Giving consideration to the organizational subdivisions of the Board, assignments, and shifts, the Superintendent shall attempt to distribute overtime among employees as equally as practicable. Overtime worked shall be reflected on the employee's pay stub.
- F. By mutual consent of the supervising administrator and the employee, compensatory time, in lieu of overtime pay, may be given and used in lieu of overtime pay. In such cases, one

and one-half hours of compensatory time shall be provided the employee for each hour of overtime worked.

1. Compensatory time off must be taken in the same fiscal year in which it is granted. Accrued compensatory time shall not be carried over into the next fiscal year. Payment for such authorized, accrued compensatory time will be made in the last pay period of the fiscal year.
2. The maximum number of hours of compensatory time which an eligible M-DCPS employee may accrue is 30 hours (i.e., 20 hours of employment at time-and-one-half). Upon termination for any reason, upon assignment to a different M-DCPS position, or upon assignment to a position exempt from the FLSA coverage, an eligible employee shall be paid for authorized, accrued, compensatory time, based upon his/her rate of pay in the previous position.

Section 9. Call Back

Employees called from home to work shall be guaranteed at least four hours' pay at the time and one-half rate, provided such work does not immediately precede or extend the employee's regularly-assigned work schedule.

Section 10. Work Beyond the Normal Workday

An employee required to work two hours or more beyond the normal workday shall be allowed one-half hour for meal time with pay. An employee required to work at least three hours before normal starting time shall be allowed one-half hour meal time with pay, provided he/she completes his/her normal shift. The provisions in Section 1(E) of this Article shall apply.

Section 12. Training Programs

All employees may be required to participate in orientation, refresher, and/or leadership training courses provided by the Board.

Section 14. Physical and Psychological Examinations and Tests

2. Policy Statement - Illegal Drugs

Drug abuse by employees interferes with the educational and work process and compromises the safety and well-being of staff and students. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- a. Employees on duty or on School Board property will not manufacture, distribute, dispense, possess, or use illegal drugs, nor will they be under the influence of such drugs.
- b. Employees on or off duty will not influence students to use or abuse illegal drugs.

- c. An employee convicted of any criminal drug statute violation occurring in the work place shall notify M-DCPS no later than five days after such a conviction.

3. Policy Statement - Alcohol and Prescription Drugs

Alcohol, prescription, and over-the-counter drugs are legal and readily available. Generally safe and acceptable, these drugs, when abused over time or used in combination with one another, can result in chemical dependency or poly-drug addiction. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- a. Employees on duty or on School Board property will be free of intoxication from alcohol. Employees in safety-sensitive positions, as defined herein, will be free of measurable alcohol concentrations. Further, employees will not manufacture or use alcoholic beverages while on School Board property or on duty.
- b. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician and will not use prescribed drugs for purposes other than what the prescribed drugs were intended.

In addition, the employee will not distribute or dispense such drugs, except as provided in School Board Rule 6Gx13- 5D-1.021, School Health Services Program.

4. Policy Statement - Employee Physical Examinations/Screening/Health Services

In order to establish and support a clear standard of conduct for employees, MDCPS adheres to the following provisions:

- a. Drug screening will be included in all physical examinations; existing employees and contracted persons in covered positions will be screened under the Omnibus Transportation Employee Testing Act (OTETA) of 1991, and as required under existing labor contracts, statutes, State Board Rules, and Miami-Dade County Public Schools Board Rules.
- b. Circumstances under which testing may be considered include, but are not limited to, the following:
 - (1) observed use of illegal drugs and/or abuse of alcohol during work hours;
 - (2) apparent physical state of impairment of motor functions;

- (3) marked changes in personal behavior on the job not attributable to other factors;
 - (4) employee involvement in serious or repetitive accidents on the job causing personal injury to self or others and/or significant property damage;
 - (5) employee involvement in an accident requiring medical treatment or the vehicle to be towed away from the scene of the accident; and,
 - (6) any vehicular fatality.
- c. Drug and/or alcohol screening shall be conducted by Board-approved, independent, certified laboratories utilizing recognized techniques and procedures as described in the M-DCPS Drug-Free Work Place Technical Guide, which is incorporated by reference into this Contract, and made a part thereof. The protocol for drug screening shall include a split sample and chemical immunoassay screening procedure. In the event initial test results are screened positive, such results will be confirmed and verified by the Gas Chromatography Mass Spectrometry (GC/MS) Test.
- d. Medical records and information relating directly thereto will be maintained in strict confidentiality. Any laboratory contract shall provide that the contractor's records are to be kept confidential under provisions of Florida laws. M-DCPS shall establish a system of maintaining records to include both the district's and the contractor's record of applicant and employee urinalysis and blood alcohol results.

The contract and the record maintenance system must have specific provisions that require that employee records are maintained and used with the highest regard for employee privacy consistent with Florida's Public Records Act and the purpose of achieving and maintaining a drug-free work place.

- e. M-DCPS recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of M-DCPS, where possible, to seek rehabilitation of employees with a self-admitted or detected drug problem. Disciplinary action may be instituted against employees who the Board believes will not be assisted by rehabilitation or who have negatively impacted students and/or staff. Employees who have previously been referred for assistance or employees unwilling or unable to rehabilitate may be subject to appropriate action, pursuant to School Board policy, applicable Florida Statutes, State Board of Education Rules, Omnibus Transportation Employee Testing Act (OTETA) of 1991, and applicable provisions of collective bargaining agreements.

Section 15. Tobacco-Free Work Place

The parties seek to foster the health and safety of all M-DCPS employees, students, and visitors.

Smoking poses a significant risk to the health of the smoker. It can damage sensitive technical equipment and can be a safety hazard. In sufficient concentrations, side-stream smoke can be hazardous to non-smokers in the work environment. It may be harmful to individuals with heart and respiratory diseases or allergies related to tobacco smoke. Use of other tobacco products also poses a significant risk to the health of the user.

Smoking is a complex behavioral action which has some properties of both a psychological and physiological addiction. Many individuals need assistance to eliminate smoking from their lives.

Use of tobacco products is prohibited in areas where students are located or where there is sensitive or hazardous material.

Use of tobacco products will be prohibited on School Board owned/leased properties and vehicles.

All current and potential employees will be informed of the M-DCPS tobacco-free work place policy, as described in the M-DCPS Tobacco-Free Work Place Technical Guide, which is incorporated by reference into the contract and made a part thereof.

ARTICLE XI

DISCIPLINARY ACTION

Section 1. Due Process

A. Unit members are accountable for their individual levels of productivity, implementing the duties of their positions, and rendering efficient, effective delivery of services and support. Whenever an employee renders deficient performance, violates any rule, regulation, or policy, that employee shall be notified by his/her supervisor, as soon as possible, with the employee being informed of the deficiency or rule, regulation, or policy violated. An informal discussion with the employee shall occur prior to the issuance of any written disciplinary action. Progressive discipline steps should be followed; however, in administering discipline, the degree of discipline shall be reasonably related to the seriousness of the offense and the employee's record. Therefore, disciplinary steps may include:

1. verbal warning;
2. written warning (acknowledged);
3. Letter of reprimand;
4. Suspension/demotion; and
5. Dismissal.

A Conference-for-the Record shall be held when there is a violation of federal statutes, State Statutes, defiance of the administrator's authority, or a substantiated investigation to determine if formal disciplinary action should be taken (i.e., letter of reprimand, suspension, demotion or dismissal). A Conference-for-the-Record in and of itself shall not be considered disciplinary.

- B. The parties agree that discharge is the extreme disciplinary penalty, since the employee's job, seniority, other contractual benefits, and reputation are at stake. In recognition of this principle, it is agreed that disciplinary action(s) taken against AFSCME, Local 1184 bargaining unit members shall be consistent with the concept and practice of progressive or corrective discipline and that in all instances the degree of discipline shall be reasonably related to the seriousness of the offense and the employee's record.
- C. The employee shall have the right to Union representation in Conferences-for-the-Record held pursuant to this Article. Such a conference shall include any meeting where disciplinary action will be initiated.
- D. The employee shall be given two days' notice and a statement for the reason for any Conference-for-the Record, as defined above, except in cases deemed to be an emergency. A maximum of two Union representatives may be present at a Conference-for-the-Record.

- E. The Board agrees to promptly furnish the Union with a copy of any disciplinary action notification (i.e., notice of suspension, dismissal, or other actions appealable under this Section) against an employee in this bargaining unit.

Section 2. Dismissal, Suspension, Reduction-in-Grade

Permanent employees dismissed, suspended, or reduced in grade shall be entitled to appeal such action to an impartial Hearing Officer or through the grievance/arbitration process as set forth in Article VII of the Contract. The employee shall be notified of such action and of his/her right to appeal by certified mail. The employee shall have 20 calendar days in which to notify the School Board Clerk of the employee's intent to appeal such action and to select the method of appeal. If the employee when appealing Board action, does not select the grievance/arbitration process as set forth in Article VII of the Contract the Board shall appoint an impartial Hearing Officer, who shall set the date and place mutually agreeable to the employee and the Board for the hearing of the appeal. The Board shall set a time limit, at which time the Hearing Officer shall present the findings. The findings of the Hearing Officer shall not be binding on the Board, and the Board shall retain final authority on all dismissals, suspensions, and reductions-in-grade. The employee shall not be employed during the time of such dismissal or suspension, even if appealed. If reinstated by Board action, the employee shall receive payment for the days not worked and shall not lose any longevity or be charged with a break in service due to said dismissal, suspension, or reduction-in-grade. Non-reappointments are not subject to the grievance/arbitration procedures.

Section 3. Cause for Suspension

In those cases where any employee has not complied with Board policies and/or department regulations, but the infraction is not deemed serious enough to recommend dismissal, the department head may recommend suspension up to 30 calendar days without pay. All suspensions must be approved by the Superintendent.

Section 4. Types of Separation

Dissolution of the employment relationship between a permanent unit member and the Board may occur by any of four distinct types of separation.

- A. Voluntary -- The employee initiates the separation by resigning, retiring, abandoning the position, or other unilateral action by the employee.
- B. Excessive Absenteeism/Abandonment of Position -- An unauthorized absence for three consecutive workdays shall be evidence of abandonment of position. Unauthorized absences totaling 10 or more workdays during the previous 12-month period shall be evidence of excessive absenteeism. Either of the foregoing shall constitute grounds for termination. An employee recommended for termination under these provisions shall have the right to request of the Chief Personnel Officer for Human Resources a review of the facts concerning the unauthorized leave. Such right shall exist for a period of 10 working days after the first day of notification of the unauthorized absence.

- C. Disciplinary -- The employee is separated by the employer for disciplinary cause arising from the employee's performance or non-performance of job responsibilities. Such action occurs at any necessary point in time.
- D. Non-reappointment -- The employee is separated by management's decision not to offer another annual contract. However, such non-reappointment shall not be in lieu of discipline or lay-off. Employees whose performance has been deemed marginal by the supervising administrator, who have been counseled during the school year concerning performance, and have failed to perform acceptably shall not be reappointed. Such employees and the Union shall be put on written notice of possible non-reappointment. Counseling and written notice of non-reappointment shall be provided in a timely manner. This action shall not be arbitrary or capricious, but based upon reason for the best interest of the employer. AFSCME, Local 1184 bargaining unit members employed by the school district in excess of five years shall not be subject to non-reappointment. Such employees may only be discharged for just cause.
- E. Layoff -- This is the separation of an employee(s) by the employer for lack of work or lack of funds, without fault or delinquency on the employee's part. A lay-off may occur at any time of the work year with 21 days' notice. Nothing in this Contract shall bar the right of management to determine whether or not to reappoint annual employees simultaneous with the lay-off of other employees.

The factors most important in determining what type of separation occurred for a given employee are: which party initiated the action; what time of the work year the action occurred; and the employer's expressed intent.

Section 5. No-Strike Provision

Nothing contained in this Article shall prevent the School Board from disciplining the officers and official representatives of AFSCME, Local 1184, greater than other employees who participate in a strike, if evidence can be provided. In addition, nothing shall preclude the School Board from disciplining employees for engaging in a strike prior to an administrative or court determination. Employees disciplined for allegedly engaging in a strike shall have a hearing before an Administrative Law Judge, pursuant to Article XI, Section 2.

Section 6. Personnel Files

- A. Pursuant to Florida Statutes, Chapter 231.291 Personnel Files -- Public school system employee personnel files shall be maintained according to the following provisions:
 - 1. Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal, under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee.

2. Materials relating to work performance, discipline, suspension, or dismissal must be reduced to writing and signed by a person competent to know the facts or make the judgment.
 - a. No such materials may be placed in a personnel file, unless they have been reduced to writing within 45 calendar days, exclusive of the summer vacation period, of the school system's administration becoming aware of the facts reflected in the materials.
 - b. The employee shall have the right to answer any material filed hereafter in his/her personnel file and the answer, if submitted, shall be attached to the file copy. No anonymous letter or material shall be placed in an employee's personnel file. The validity of items of a derogatory nature placed in an employee's personnel file shall be subject to the grievance procedure.
 - c. There shall be no statements placed in an employee's personnel file unless the employee has been given a copy.
3. Upon request, the employee, or any person designated in writing by the employee, shall be permitted to examine the personnel file. The employee shall be permitted, conveniently, to reproduce any materials in the file, at a cost no greater than five cents per page. Such request should be made to the custodian of a personnel file, who shall permit examination of the records at reasonable times, under reasonable conditions, and under supervision of the custodian of the record.
4. The custodian of the record shall maintain a record in the file of those persons reviewing the file each time it is reviewed.

Section 7. Personnel Investigations

- A. The Board shall take steps to ascertain the identity of the complainant, prior to authorization of an investigation. No investigation of an allegation against an employee shall be made on the basis of an anonymous complaint.
- B. In the event of allegations and/or complaints being made against any employee, an investigation which may result in information being placed in the employee's personnel file shall not be concluded by the Miami-Dade County Public Schools Police (M-DCPSP) or any person prior to the time that the employee receives identification of the complainant and the nature of the complaint.
- C. In all Board investigations which may lead to suspension or dismissal of an employee, only the Superintendent or his/her designee may authorize such an investigation. When a formal investigation has been authorized, all personnel involved will be advised by the M-DCPSP investigator of their legal rights and the procedures available to them for representation. Information that is not substantiated will not be used for disciplinary action against the employee.

- D. In all Board investigations resulting in discipline, the employee shall be provided with a copy of the report. With the permission of the employee, the Union shall also receive a copy. When investigatory reports are to be provided, said reports shall be transmitted within a timeframe consistent and harmonious with basic due process.
- E. In all cases in which the preliminary investigation is concluded, with the finding that there is no probable cause to proceed further and with no disciplinary action taken or charges filed, a statement to that effect signed by the responsible investigating official shall be attached to the complaint and the complaint and all such materials shall be open, thereafter, to inspection. Where allegations have not been proven against an employee, no reprisal or punitive action shall be taken against an employee.