

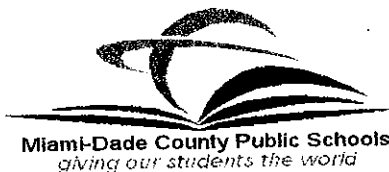
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# ***TENTATIVE AGREEMENT***

**2006-2009**

# SUCCESSOR CONTRACT

Effective July 1, 2006 through June 30, 2009



The attached is the tentative agreement of changes to the parties existing collective bargaining agreement (2006-2009). All provisions of the existing contract which have not been specifically modified by this Tentative Agreement shall continue and be incorporated in the full 2003-2006 successor contract.

**Miami-Dade County Public Schools**

**United Teachers of Dade**

*Samuel L. Chew*

Dr. Rudolph F. Crew  
Superintendent of Schools

*Karen Aronowitz*  
Ms. Karen Aronowitz  
LTD President

Ms. Karen Aronowitz  
UTD President

11-15-04

Date \_\_\_\_\_

**M-DCPS PROPOSAL #33  
COUNTERPROPOSAL TO UTD PROPOSAL #16**

**ARTICLE I - - GENERAL PURPOSES**

**Section 3. Definitions**

~~Θ. — Lead Steward — The Lead Steward is the official feeder pattern representative for the UTD. The Lead Steward coordinates Union meetings, other Union activities, as well as building steward activities in his or her feeder pattern. The duties of the Lead Steward include, but are not limited to, all duties described in this paragraph.~~

O. P. Parties -- The United Teachers of Dade, as the exclusive bargaining agent, and the Miami-Dade County School Board, as employer.

**Section 13. Memorandum of Understanding (MOU)**

The parties recognize that during the term of this Agreement, situations may arise which require that terms and conditions set forth in the Agreement must be clarified or amended. Under such circumstances, UTD is specifically authorized by bargaining unit employees to enter into a Memorandum of Understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members. Any Memorandum of Understanding that constitutes an amendment to this Agreement will be incorporated in and made a part of this Agreement.

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**M-DCPS PROPOSAL #47  
COUNTERPROPOSAL TO UTD #18**

**ARTICLE VIII - - SAFE LEARNING ENVIRONMENT**

**Section 1. Student Discipline**

- G. The principal must immediately report to the appropriate police agency, and to the Miami-Dade County Public Schools Police, any criminal act occurring on school premises or at any school-related function, such as athletic events, field trips in and out of the district, and dances. The criminal acts which shall be reported include, but are not limited to:

Homicide  
Sexual Battery (Rape)  
Sexual Assault  
Sex Offenses  
Arson  
Kidnapping  
Weapons, Possession, Use, Sale, and/or Concealment of  
Robbery/Armed  
Theft  
Aggravated Assault  
Aggravated Battery  
Assault  
Battery  
Property Damage  
Possession of Explosives  
Bomb Threat  
Trespassing on School Property  
Mood Modifiers, Possession, Sale, or  
Distribution of  
Breaking and Entering  
Inciting Individuals to Disrupt Any  
School Function or Class

**Section 3. Physical Restraint**

- A. There are instances where ~~exceptional~~ students exhibit behaviors that are disruptive to the learning environment and pose a threat to the safety of persons or property.
- F. Subject to available funding, the Board shall provide for the training of instructional and support staff in physical restraint techniques, as well as strategies for prevention of aggressive behavior. Training manuals developed for this purpose are, by reference, incorporated and made a part of this Agreement.

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- G. Physical restraint techniques provided in training programs approved by the Board are authorized and, when utilized in accordance with the training provided and these guidelines, shall not constitute grounds for disciplinary action. ~~If a teacher is not trained in the use of approved physical restraint procedures and is faced with an emergency, the teacher is authorized to employ the moderate use of physical force or physical contact as may be necessary to maintain discipline or to enforce Board Rules 6Gx13- 5D-1.07 and 1.08. The appropriate use of these procedures shall not constitute a violation of the corporal punishment policy (Board Rule 6Gx13- 5D-1.07).~~
- H. If an employee is faced with an emergency, the employee is authorized to employ the moderate use of physical force or physical contact as may be necessary to maintain discipline or to enforce Board Rules 6Gx13- 5D-1.07 and 1.08. The appropriate use of these procedures shall not constitute a violation of the corporal punishment policy (Board Rule 6Gx13- 5D-1.07) and shall not constitute grounds for disciplinary action.

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**M-DCPS PROPOSAL #48  
COUNTERPROPOSAL TO UTD #19**

**ARTICLE IX - - TEACHING ASSIGNMENT**

**Section 1. General Procedures**

- F. Teachers will not be involuntarily assigned out of field outside subject areas listed on their certificates, except temporarily and for good cause, and such good cause shall be provided to the employee, in writing.
- H. Department/Grade-Level Chairperson
1. Selection Criteria
- a. A vacancy in the position of department/grade-level chairperson shall be announced to the faculty in the department involved 15 workdays prior to filling the position. Prior to the appointment of such positions, members of the department/grade-level shall have the opportunity to make a recommendation for appointment to the principal. Members of the department/grade-level shall provide the principal with three names for elementary schools and five names for secondary schools. The principal shall select one of the three or five for appointment.
- I. In order to facilitate middle school teaming, every effort will be made to provide common planning time for those teachers and paraprofessionals who are on the same team.
- J. Employees who are required to split their work assignments between two or more work locations shall be considered itinerant. Employees who are required to split their work assignments between two or more work locations during the same workday shall be given reasonable travel time with pay.

**Section 2. Role of Principal**

The scheduling of employees shall be the responsibility of the principal or supervising administrator. Such scheduling shall be accomplished in a fair, equitable, and impartial fashion, taking into account seniority and employee preferences.

**Section 4. Adult Program**

- B. The Board agrees to hire part-time hourly instructional employees in adult education programs for the length of the course or the term of the Part-time Adult Education Teacher Contract, provided the enrollment meets and maintains the minimum required to support the class. Employees may only be terminated during the term if the class fails to maintain the minimum required enrollment who are terminated for reasons other than maintenance of minimum enrollment will be subject to or as a result of disciplinary action based upon just cause.

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**M-DCPS PROPOSAL #34 - Revised  
COUNTER TO UTD PROPOSAL #21**

**ARTICLE XII - - HIRING, ASSIGNING AND TRANSFERRING INSTRUCTIONAL  
PERSONNEL**

**Section 2. Teacher Certification**

- A. Certification and recertification of M-DCPS personnel are authorized by Florida Statutes, Chapter 234 1012 and State Board Rule 6A-4.
- B. The M-DCPS Certification Office shall provide verification that applicants are certifiable for such programs, as specified by the Contract.
- C. Nothing in this Section shall affect an employee's ability to receive a credential payment to which he/she would otherwise be entitled.
- D. It is the express intent of the Board and the Union that teachers shall be assigned in the fields for which they are certified. Principals, therefore, have the responsibility to ensure that teachers who are hired for a school assignment are appropriately certified for such assignment. Furthermore, it is the responsibility of the principal, in assigning or scheduling teachers, to ensure that appropriate certification is held by the teacher to be assigned or scheduled. Verification of certification held by a teacher or verification of certification in process shall be requested by the principal, when necessary, from the Office of Human Resources.
- E. Certification
  - 1. All teachers shall be appropriately certified. In the event that it is necessary to hire a teacher out-of-field, the principal shall obtain verification from Human Resources that no qualified applicants are available for the position. ~~Human Resources~~ and the principal shall submit an out-of-field waiver request for approval by the Regional Center and the Employment and Staffing Officer. The principal shall notify the teacher that he/she is required, in order to remain at the school, to earn a minimum of six college credits per year or a passing score on a qualifying subject area test toward certification in the appropriate field.
  - 2. Teachers who are offered employment to teach in the out-of-field areas must present to the principal ~~Instructional Certification~~ evidence of successful completion of a minimum of six semester credit hours or equivalent course work or a passing score on a qualifying subject area test towards in-field certification each year. ~~In-field certification must be attained in three years or the teacher shall be subject to reassignment in-field, if a position is available, or subject to termination.~~

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3. Failure to obtain the minimum of six college credits per year or a passing score on a qualifying subject area test toward required certification ~~shall may~~ result in ~~reassignment in-field if a position is available or~~ termination. ~~Severe~~ Extenuating circumstances may be appealed to the Chief Officer for Human Resources Employment and Staffing Officer.

~~F. Employees hired as teachers prior to the 1997-98 school year, who were assigned to teach in out-of-field areas, and are still currently teaching in those positions, shall obtain appropriate certification no later than June 30, of the current year, or shall be subject to reassignment in-field, if a position is available or be subject to termination.~~

~~G. The parties agree to establish a joint Ad Hoc Teacher Certification Committee, to be appointed by the Superintendent and the UTD President or Designee, for the purpose of initiating, developing, and implementing recommendations regarding in-field teacher certification, employment guidelines for temporary instructor, adult education, and non-degreed vocational education teachers, and other related issues (e.g., incentives for multiple certification, alternative certification models, review of Florida Statutes and Department of Education (DOE) Rules for desired modifications).~~

H E. Out-of-field teachers needing the ESOL endorsement must complete three semester hours or 60 Master Plan Points (MPP) toward the ESOL endorsement requirements within two years of the date of initial ESOL assignment. At least three semester hours or 60 MPP toward the ESOL endorsement must be completed each calendar year, thereafter, until all requirements for the ESOL endorsement are complete.

† G. A teacher who holds a professional certificate may use college credits or inservice points completed in English for Speakers of Other Languages training in excess of six semester hours during one certificate validity period toward renewal of the professional certificate during the subsequent validity periods.

‡ H. A teacher who holds a temporary certificate may use college credits or inservice points completed in English for Speakers of Other Languages training toward renewal of the teacher's first professional certificate. Such training must not have been included within the degree program, and the teacher's temporary and professional certificates must be issued for consecutive school years.

K I. ~~Beginning with the 2001-2002 school year, n~~ Newly hired teachers who failed any section of the required general knowledge test must participate in training courses offered by the Teacher Education Center or through complete coursework from an accredited college or university during the first year of employment.

#### Section 4. Reemployment After Retirement

A. ~~Pursuant to state law, f~~ Former employees who have been retired for one calendar month may be re-employed unless expressly prohibited by state law as emergency temporary instructors (provided they meet the employment criteria) for up to 780 hours during the first 12 calendar months after retirement without suspension of their retirement benefits. Former employees may also be re-employed as hourly teachers on a non-contractual basis after being retired for one calendar month.

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~~B. At the end of the 12-calendar-month period, there are no restrictions or limitations on reemployment which affect retirement benefits.~~

G B. Nothing in this Section constitutes a guarantee of employment.

~~D. Any teacher receiving retirement pay from a State of Florida retirement program may be rehired for a specific term of employment to fill a full-time position in a critical staff shortage area, as defined in this Contract, or in other instructional areas where the Office of Human Resources has determined that no qualified teachers are available. Approval for such employment will be made on an individual basis by the Chief Personnel Employment and Staffing Officer for Human Resources (or designee). Such employees shall be rehired as an hourly teacher or as an annual contract teacher and shall receive the same pay and benefits as regular full-time teachers for the term of their employment contract.~~

E C. Re-employed retirees who accrue sick leave days subsequent to retirement shall be paid at the daily rate they earned at the time they first became eligible for retirement.

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**M-DCPS PROPOSAL #6 - Revised**  
**ARTICLE XII - - HIRING, ASSIGNING AND TRANSFERRING INSTRUCTIONAL**  
**PERSONNEL**

**Section 7. Voluntary/Hardship Transfers**

Recognizing the need to maintain both staff stability and opportunities for employees to transfer from one work location to another, the Board agrees to provide opportunities for voluntary/hardship transfers as follows:

- A. ~~Effective with the 1999-2000 school year, n~~ Newly-hired teachers will be eligible to submit a transfer application only if he/she has been employed at the same work location for a minimum of three school years.
- B. Transfer Applications -- Applications for transfers may be submitted, on forms furnished by the Board, ~~anytime after February 1 for the following two school years. Requests will remain active until January 31 of the second year.~~ Teachers on prescription are not eligible for transfer except as provided for in Florida Statutes, ~~Section 231.29.~~
- C. Location Request -- Applicants shall have the opportunity to request up to six schools or up to two ACCESS Regional Centers.
- D. Application Notification -- The Office of Human Resources will immediately forward approved transfer requests to the work locations requested by the applicant and will maintain a master file. A copy of the file will be provided to the bargaining agent.
- E. Teachers who have secured a voluntary transfer to another location will only be released after the end of the school year. All notices of transfer will be issued upon receipt of an approved transfer agreement from the Office of Human Resources. Approved applicants will receive their transfer to the new location effective July 1<sup>st</sup>. Newly approved applications for transfer must be received at least five days prior to the opening of school for the new year. Applications received after this deadline may only be processed for the current school year if a replacement has been hired before the first day of school for students. All other applications will become effective for the next school year.

Each vacancy to be filled by a transfer applicant shall be staffed temporarily for the remainder of the school year by an interim teacher or by a teacher from the District Teacher Reserve Pool (DTRP)..

Each vacancy will be filled by the approved transferee after the end of the school year.

Once transfers have been approved, neither the applicant nor the site administrator may rescind the assignment.

**Types of Requests**

- 1. Hardship -- Hardship transfers will be established for those teachers who have completed at least one year of service and:
  - a. travel 20 miles or more one way, by the most direct route within Miami-

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- b. have serious medical and/or other personal problems which can be substantiated by appropriate authority or acceptable written explanation.

An employee who rejects a hardship transfer to one of the locations requested will be removed from the eligible list.

2. Voluntary – All other transfers shall be classified as voluntary and shall be given consideration for filling vacancies prior to selecting new hires.

#### F. Filling Vacancies

1. Hardship transfer applicants shall be interviewed by the principal or his/her designee at the locations requested, provided the applicant is certified to fill the available vacancy.
2. Consideration for vacancies shall first be given to those employees who have submitted a request for transfer, pursuant to the other provisions of this Section, provided the applicant is qualified, eligible, and available to fill the position.
3. The principal will notify, in writing, all applicants who have been interviewed as to the disposition of the vacancy for which they were interviewed.

- G. Window Period – During the period of May 15 through the last Friday in June, except for teachers who have been declared surplus, only transfer applicants shall be considered to fill vacancies. Exceptions will be granted to schools where no certified/qualified applicant has applied.

~~Schools may not accept teacher transfers after the last Friday in January.~~

#### H. Disapproval of Voluntary Transfer Requests

1. ~~Reasons for disapproval of v~~ Voluntary transfer requests by the sending principal are:
  - a. ~~unavailability of a suitable replacement where approval of the request would adversely affect the school's compliance with goals as provided for in School Board Rule 6Gx13-4A-1.01 - Equal Opportunity Employment and Assignment. If the principal recommends disapproval of a transfer request, due to lack of a suitable replacement, and the Office of Personnel Management and Services can provide a suitable replacement, the transfer will be approved; or~~
  - b. may only be disapproved if the teacher has overall evaluation of unacceptable or is under an official prescription of professional growth remedies in any category prescribed prior to June 1 except as provided for in Florida Statutes, Section 1012.34.

~~If extenuating circumstances exist which are not covered by these reasons, the principal is authorized to request a waiver by submitting a request along with a statement of the extenuating circumstances to the Chief Personnel Officer. A copy of such request shall be provided to UTD in a timely manner.~~

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2. Reasons for disapproval of voluntary transfer requests by the receiving principal are:

- a. teacher is not certified or does not have the endorsement for position(s) to be filled;
- b. teacher has overall evaluation of unacceptable or is under an official prescription of professional growth remedies in any category prescribed prior to June 1 except as provided for in Florida Statutes, Section 1012.34; or,
- c. ~~principal has documented specific, adverse staffing and/or programmatic impact (e.g., current need for teacher with multiple certification).~~

The final decision on transfers, when either the sending or receiving principal has recommended disapproval, shall be made by the Chief Personnel Officer or designee.

However, the parties agree that teachers possessing a Professional Services Contract who have ended the school year on prescription shall have the right to request and receive consideration for transferring to another school.

~~In the event of disputes, as to whether or not a transfer request should have been disapproved and/or a waiver of reasons granted, the Union, the Office of Human Resources and Civil Rights and Diversity Compliance shall review the pertinent procedures and individual circumstances through a joint committee established to review transfer procedures. The composition of the review committee shall be jointly determined by the parties.~~

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**M-DCPS PROPOSAL #16 - - REVISED #3**  
**ARTICLE XIII - - EVALUATION**

**Section 8. Instructional Performance Evaluation and Growth System (IPEGS) Pilot Program**

**Design Teams**

M-DCPS and UTD identified representatives to serve on a joint committee. Three design teams representing differentiated personnel categories were established. Members were determined by both M-DCPS and UTD. The three categories were: classroom teachers, student services personnel (i.e., school psychologists, guidance counselors, social workers, etc), and instructional support personnel (curriculum support specialists, media specialists, teachers on special assignment. The design team members adopted a consensus building approach in completing their design work.

**Definitions:**

Performance Indicators: Tools for measuring achievement which clearly identify the needs of students and specifically state what is to be achieved in relationship to needs.

Performance Standards: A statement of the general guidelines and criteria that will be used in evaluating teachers and the techniques utilized in achieving measurable results.

Rubrics: Rubrics will bridge the gap between standards and assessment. They yield summative and formative data which will used to define performance levels. A rubric depicting a continuum of effectiveness is tailored to each of the performance standards. In a five level system the levels are: exemplary, superior, proficient, developing and unsatisfactory.

Observation: Annual contract employees will have a minimum of two observations a year. Professional Service and continuing contract personnel will have at least one observation a year. An Observation must last a minimum of 20 minutes.

Goal Setting: Instructional Personnel document benchmarks established at the beginning of the year set forth to build on strengths, address weaknesses, and document gains at the end of the year.

Documentation Logs: Record of evidence indicating whether performance standards related to specific student achievement have been met by the teacher.

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## IPEGS Pilot Program

Thirty two (32) schools will be selected collaboratively by M-DCPS/UTD to participate in a one year pilot program of the new Instructional Performance Evaluation and Growth System.

- The staff and administration of the pilot schools will be provided on-going training on the new tool by the Office of Professional Development in conjunction with the consulting firm.
- The pilot IPEGS will begin implementation in the 2006-2007 school year.
- Professional educators in the pilot schools will be evaluated on seven or eight performance standards.
  1. Knowledge of Learners
  2. Instructional Planning
  3. Instructional Delivery and Engagement
  4. Assessment
  5. Learner Progress
  6. Communication
  7. Professionalism
  8. Learning Environment
- A five level rubric will be used to assess how well the performance standards are performed by the teachers who are evaluated. The five levels in the rating system are:
  1. Exemplary - teacher optimizes learning and is highly effective
  2. Superior - teacher promotes learning and uses a variety of approaches
  3. Proficient - teacher demonstrates content area knowledge and engages learners in appropriate strategies
  4. Developing - teacher attempts to use a variety of appropriate strategies but often is ineffective
  5. Unsatisfactory - teacher lacks knowledge and does not academically engage learners

The staff and administration from the thirty-two (32) pilot schools will provide feedback on the 2006-2007 implementation of IPEGS at the individual school sites. The data will be compiled and analyzed by the joint M-DCPS/UTD evaluation committee. The Committee shall make recommendations. The parties shall collaboratively amend/modify IPEGS. These modifications and amendments will be made prior to the 2007-2008 school year.

In the 2007-2008 school year, the second implementation phase will include additional schools selected to participate in the IPEGS. During the 2007-2008 school year, the data will be compiled and analyzed by the joint M-DCPS/UTD evaluation committee. The Committee shall make recommendations. The parties shall collaboratively amend/modify IPEGS. These modifications and amendments will be made prior to the 2008-2009 implementation.

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**M-DCPS PROPOSAL #49  
COUNTER TO UTD PROPOSAL #22**

**ARTICLE XIV - - LEAVES/VACATION/TEMPORARY DUTY**

**Section 6. Voting Leave**

- A. The Board agrees, upon approval of the principal or supervising administrator, to allow an employee, ~~except office employees, who is a registered voter,~~ up to two hours with pay to vote in each local primary and general election provided, however, that the maintenance of classroom instruction shall be given priority consideration in the approval, scheduling, and duration of such voting leave.
- B. ~~The Board agrees to allow an office employee, who is a registered voter, a reasonable amount of time off (not to exceed one hour) with pay, to vote in each local and general election.~~ The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off. The employee may be required to show proof of registration, prior to being granted voting leave.

**Section 7. Medical and Dental Examination Leave**

An employee shall be eligible to utilize sick leave for the purpose of medical and/or dental examinations. Such leave shall be deducted from accrued sick leave in half or full day units, provided, however, that no employee shall be compelled to utilize more sick leave than is required by the employee. Principals or supervising administrators may release unit employees for up to two hours without sick leave being charged against the employee for the purpose of medical and/or dental examination and, if deemed necessary, with verification upon return. In order to verify that discretionary leave is approved in a fair and equitable manner, each work location will maintain a log of requests and approvals.

Under no circumstances shall an ~~office~~ employee be required to make up time used for this purpose.

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**M-DCPS PROPOSAL #50  
COUNTER TO UTD PROPOSAL #15**

**ARTICLE XIV - - LEAVES/VACATION/TEMPORARY DUTY**

**Section 8. Sick Leave With Pay**

C. To encourage and reward personnel, who exercise particular care in the maintenance of their personal health and job attendance, the Board provides a good attendance incentive. All employees in the bargaining unit who accrue sick leave may cash in sick leave days accrued each year, provided the following criteria are met:

1. The employee must use no more than a total of three sick/personal leave days during the course of the fiscal year (July 1 - June 30).
2. The employee must have remaining a minimum of 21 accrued sick leave days after cash-in of sick leave days accrued on an annual basis. Compensation for annual accrued sick leave cashed in, pursuant to the above provisions, shall be as follows:

The employee's daily rate of pay during the fiscal year in which the days were accrued times 80 percent.

Payment for this benefit will be made on or before ~~August~~ July 15 of the following fiscal year. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.

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**M-DCPS PROPOSAL #35  
COUNTERPROPOSAL TO UTD PROPOSALS #10 and #22**

**ARTICLE XIV - - LEAVES/VACATION/TEMPORARY DUTY**

**Section 9. Sick Leave Accrual**

Each full-time employee is entitled to accumulate one day of sick leave per month of employment. Such sick leave is to be accrued in the following manner:

- A. Four days of sick leave will be provided to each full-time instructional employee, as of the first day of employment of each fiscal year, and, thereafter, each such person shall accrue one day of sick leave for each month of employment creditable to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee, provided further, that the employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment.

All other employees (non-instructional) shall be credited with four days of sick leave at the end of the first month of employment of each contract year and shall, thereafter, be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee. However, each employee shall be entitled to earn no more than one day of sick leave times the number of months of employment during the year of employment. If the employee terminates his/her employment and has not accrued the four sick days available to him/her, the Board may withhold the average daily amount for the sick days utilized, but unearned by the employee.

The term month, as used in this Section, refers to a leave accrual month for purposes of crediting employees with accrued sick leave days.

- B. Sick leave shall be cumulative from year to year, and there shall be no limitation on the number of days of sick leave an employee may accrue, and, further provided, that at least one-half of his/her cumulative leave must be established within the school district granting such leave.
- ~~C. All accrued sick leave days earned after July 1, 1954 will be restored to employees previously employed, upon their return to employment in the school system, except for teachers who have retired.~~
- C. D. One-half time employees will accrue sick leave at one-half the accrual rate for full-time teachers.

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**Section 16. Annual Leave (Vacation Leave) -- Twelve-Month Employees**

**E. Regulation Governing Payment of Earned Annual Leave Upon Reassignment, Termination or Death**

**5. Twelve-month employees with accrued annual leave that are reassigned to a position that does not accrue annual leave shall select one of the following options:**

- a. Payment for accrued annual leave days within 60 days of reassignment. Such payment shall be made at the rate at which the employee was paid on the last day as a 12-month employee.**
- b. Defer payment for annual leave days until the employee resigns, retires or elects to participate in the Deferred Retirement Option Program (DROP). Such payment shall be made at the rate at which the employee was paid on the last day as a 12-month employee.**

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**M-DCPS PROPOSAL #22**  
**ARTICLE XIV – LEAVES/VACATION/TEMPORARY DUTY**

**Section 20. Extended Leave Without Pay**

**A. General Provisions**

Extended leave without pay shall be available to full-time employees only. Notwithstanding the limitations on the maximum length for each type of extended leave of absence without pay (i.e., extended leave for illness/ personal/ professional, or parental), the following overall limitations shall apply to any single leave or combination of leaves, regardless of category:

1. The number of calendar years granted for any single period of continuous leave of absence without pay, with the exception of extended military leave, shall not exceed the number of creditable salary years earned with M-DCPS immediately preceding the leave request, up to a maximum of four. If an employee took leave during any part of the preceding fiscal/school year and returned to work, such employee is not eligible for a new leave during the subsequent fiscal/school year.

Employees applying for a Personal Leave of Absence Without Pay must submit the application to the Leave Department at least 30 days prior to the commencement of the subsequent school year. The leave of absence must commence prior to the employee's first optional reporting date.

2. All Exceptions to the above such provision will be made only for extenuating circumstances, as determined by the Chief Personnel Officer for Human Resources. will be submitted with supporting documentation and will be made only for extenuating circumstances as determined by the Office of Leave/ Retirement/Unemployment Compensation.
3. Employment rights for teachers and paraprofessionals to a position of like status shall be protected for two years, and any teacher on such leave shall, upon at least 30 days' notice to the Office of Human Resources, be reassigned to the same position at the same school, if the leave is for one year or less, except employees returning from an extended professional leave as a result of working in a charter school, as stated in Section F(1) of this Article. Teachers returning from leaves in excess of one year shall be assigned to the same position held prior to the beginning date of that leave, if available, or to an equivalent position, as defined below.

a. Definition of equivalent position:

- (1) Pre-K - Kindergarten  
or  
grades one through six field requiring the same certification as the one in which the leave was granted.
- (2) Secondary -- subject area for which the teacher holds current certification.

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- (3) Support personnel (counselor, librarian, etc.) -- field requiring the same certification as the one in which the leave was granted.
  - (4) Employment while on leave is not permitted, unless specifically requested and approved. If approved, such employment shall be limited to a maximum of 25 hours per week, except as provided in Section 20(F), Extended Professional Leave.
4. Employment rights for office employees to the position held at the time of the beginning of the personal leave, prior to applying for personal leave without pay, shall be protected, and if such leave terminates prior to 12 months from leave commencement, the employee on such leave shall be reassigned to the same position held prior to commencement of the leave. The employment rights to a position of like status shall be protected, if the leave extends beyond 12 months from commencement.

In the event such leave extends beyond 12 months, and a position of like status is not available, the employee shall be deemed laid off and placed in the recall pool.

Unless the employee has notified the Office of Human Resources, requesting an extension of leave, and has received approval from the Office of Human Resources for such extension, failure to return at the expiration of such leave shall be deemed termination of employment with M-DCPS.

5. Except as provided in paragraphs B.5, C.5, and F.1 of this Section, all employee benefits provided by the Board, such as hospitalization, life insurance, etc., shall be continued and paid for by the Board for each employee who is on any type of Board-approved leave without pay, except for the flexible benefits program, which is provided at Board expense only for employees on sick leave (of self) or parental leave, or military leave, when drafted or involuntarily called to active duty from the active or retired reserves of the United States Armed Forces.

#### **B. Military Leave**

1. A full-time regular employee or interim teacher (except employees paid hourly or daily) of the Board shall be granted a military leave of absence provided that:
  - a. the employee is inducted into the Armed Services or Coast Guard via Selective Service Act or volunteers, in lieu of induction; or
  - b. he/she enlists in the Armed Services or Coast Guard during the period our forces are engaged in combat; or
  - c. the employee is recalled to active service from a reserve status.
2. All regular full-time employees or interim teacher (except employees paid hourly or daily) of the Board who are members of the reserve in the United States Armed Services or Coast Guard or members of the National Guard of the United States shall receive remuneration up to a maximum of 17 days' absence from their regular work (contractual period) during any calendar year, if they are

ordered by the Armed Services or National Guard or Coast Guard to report for temporary active duty.

3. The conditions and benefits of a military leave of absence for a full-time regular employee or interim teacher are as follows:

- a. The employee is to be considered as being in the continuous employment of the Board during this period of service and shall receive all benefits of employment, upon return, that would normally accrue if the employee had been actually filling the position, (except that time in military service is to count as a void for credit toward continuing contract and continuous service), such as:

(1) — credit for teaching on salary schedule for each year or major fraction thereof in the Armed Services or Coast Guard or National Guard; and/or

(2) — eligibility for sabbatical leave.

- b. The employee is to return to the employ of the Board within six months after receiving final discharge or present evidence of physical disability to return.

4. Compensation -- Any regular full-time employee (except employees paid hourly or daily) of the Board who enters the Armed Services or Coast Guard at any time is to receive full pay for the first month of his/her military service, except that no compensation is to be paid to the employee for any time for which he/she would not normally be drawing pay, which is included in the first month of such military service. This is not to be confused with temporary military leave, which grants up to 17 days' compensation under certain conditions.

5. Employees who are either drafted or are already members of the active or retired reserves of the United States Armed Forces (but not enlistees), who are involuntarily called to active duty, shall have their health, life, and flexible benefits coverage continued by the Board for the period of their approved leave.

6. The compensation described in the foregoing paragraph is to be paid only when the employee submits to the Superintendent an affidavit proving that the employee has been in the Armed Services or Coast Guard at least one month.

C. Personal Leave Without Pay

1. Full-time employees, upon request, shall be granted personal leave without pay for a period of up to two years. The total number of such leaves granted during any school year shall not exceed two percent of the employees in the bargaining unit. If requests for such leave exceed two percent, leaves will be granted upon review by the Superintendent or his/her designee.

2. In the absence of notice, an employee who fails to return at the expiration of such leave shall be considered to have terminated employment with the M-DCPS.

3. Such leave may be granted for one of the following reasons:

- a. to serve in the U.S. Government agency sponsored volunteer or service programs;
- b. to fill one full-time position on the Union's staff;
- c. to extend no more than one parental leave;\*
- d. to participate in an overseas exchange teacher program;
- e. settlement of family estates;
- f. severe family hardships;
- g. professional improvement;
- h. voluntary enlistment in the National Guard or in any branch of the military service not requiring more than one year of service;
- i. recuperation and regeneration;\* and
- j. temporary relocation of residence outside of South Florida, which could result in severe family hardship.\*

\*In letters c, i, and j above, eligible unit members may be granted personal leave without pay for each of these reasons only once.

- 4. Personal leave for reasons other than those listed above may be approved by the Board, upon recommendation of the Superintendent. Personal leave shall not be arbitrarily rejected.
- 5. Board-paid fringe benefits will be authorized for a maximum of one year for each personal leave without pay granted. Employees will have the option to purchase fringe benefits at the group rate for the second consecutive year of a Board--approved personal leave without pay.
- 6. Full-time employees are not eligible to request personal leave without pay until after completion of three continuous years of full-time employment with M-DCPS. In the event of a dire emergency, office personnel with less than three continuous years of employment with M-DCPS may appeal to the Chief Personnel Officer for Human Resources for such leave.

D. Extended Sick Leave Without Pay

Extended leave without pay for illness of the employee constitutes a protection of one's employment rights. Such leave shall be granted only for health of self or family member, provided the following requirements are met:

- 1. Employees seeking such leave must make application on the form provided by the Office of Human Resources.

2. Such application must be supported and accompanied by the following:
  - a. identity of person in ill health;
  - b. statement from a M-DCPS-certified physician explaining why such leave is necessary; and
  - c. effective dates of requested leave (beginning and ending).
3. Such leave shall not exceed one year in duration.
4. Employees on such leave, upon expiration of leave, may apply for an extension. The employer may grant such extension, as warranted; however, the maximum time an employee may be absent on such leave shall be three years.
5. Such leave granted to annual contract employees shall expire no later than the end of the fiscal year in which the leave was granted. Such leave may be automatically extended whenever the employee is reappointed and his/her contract extended.
6. While an employee is on extended sick leave without pay, the employer agrees to continue to pay its regular contributions to the employee's insurance benefits.
7. An employee who has been granted extended sick leave without pay for illness of self may return earlier than indicated on the original request for leave form, upon receipt of an unconditional medical release form from his/her physician.

**E. Parental Leave/Maternity Leave**

A parental leave of absence with pay, if applicable, or without pay, shall be granted to an employee for the purpose of childbearing and/or rearing. The length of each leave may not exceed one year and shall be implemented as follows:

1. An employee who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one year after a child is born to her.
  - a. Said employee shall notify her immediate supervisor, in writing, of her desire to take such leave and, except in a case of emergency, shall give such notice at least 30 days prior to the date on which her leave is to begin. She shall include with such notice either a health care provider's statement certifying her pregnancy or a copy of the birth certificate of her child, whichever is applicable.
  - b. An employee who is pregnant may continue active employment as late in her pregnancy as she desires, provided she is able to properly perform her required functions, as certified by her health care provider.

- c. All or any portion of a leave taken by an employee because of a medical disability connected with or resulting from her pregnancy may, at the employee's option, be charged to her available sick leave.
  - d. An employee on parental leave may elect to use any accrued vacation (annual leave), personal leave with pay, and/or sick leave before entering leave without pay status.
2. A male employee shall notify his supervising administrator, in writing, of his desire to take parental leave to begin at any time between the birth of his child, and one year thereafter.

Except in cases of emergency, the employee shall give such notice at least 30 days prior to the day on which the leave is to begin.

3. An employee adopting a child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.
4. In case of an emergency or shortage of certain types of teachers, an employee on parental leave, after the birth or adoption of the child, shall be entitled to teach part-time or do substitute work, prior to the expiration of said leave, provided that, in the case of a female employee, she can present, if requested, a statement from her health care provider that she is physically able to assume these duties.

#### F. Extended Professional Leave

1. Extended professional leave is leave without pay granted in excess of 30 days. No one, with the exception of employees granted leave to work for a charter school, may receive more than two consecutive years of extended professional leave, which is approved one year at a time. Except for instances where a charter school ceases operation, an employee granted extended professional leave for employment with a charter school may return to active status only at the end of the school year. Upon return, the employee shall be assigned to an equivalent position in accordance with his/her area(s) of certification. An employee may not receive in excess of two consecutive years of extended professional leave. An employee granted extended professional leave may engage in activities for which no college credit is granted, including full-time employment, provided it is determined by the Superintendent or his/her designee that these activities will enhance his/her professional competence. If approved for full-time employment, an employee shall not receive any fringe benefits provided by the M-DCPS.
2. An employee must complete three years of full-time employment prior to requesting extended professional leave, unless such leave is needed to complete an internship as part of an academic program leading to a Bachelor's degree in education.

3. Extended leave for study may be granted solely for programs of study which are designed to enhance and expand the educational training for careers available within M-DCPS. An employee applying for extended leave for study must be able to demonstrate the relevance of the proposed program of study to the employee's current and projected employment status with M-DCPS.
4. Extended professional leave shall not apply to employees in summer school.

11/14/06 *Re*

11/14/06

**M-DCPS PROPOSAL #36  
COUNTER TO UTD PROPOSAL #24**

**ARTICLE XVI - - SUMMER EMPLOYMENT**

**Section 1. Rules and Procedures for Summer Employment -- Teachers**

- A. All currently employed instructional staff members, including counselors, are eligible to apply for summer employment. It is the intent of the parties to offer summer employment to the maximum number of eligible teachers and counselors.
- B. In selecting teaching staffs for the summer, employment shall be offered, first to those teachers who have submitted the appropriate application, on or before the established deadline, are certified in the subject area or at the level in which selected to teach, and who are on a continuing or professional service contract.
- C. Special consideration shall be given to: teachers seeking summer employment whose schools are closed during the summer session ~~and adjunct teachers assigned to the Dade Academy of the Teaching Arts (DATA).~~
- D. The principal responsible for staffing a summer school program shall offer a teaching position on the summer school faculty to the Union ~~lead steward/~~ steward/officer of the summer school site's regular faculty, provided the ~~lead steward/~~ steward/officer is certified in a program to be offered in the summer. The principal shall give consideration for summer employment to other Union ~~lead stewards/~~ stewards/officers of the summer school site's regular faculty, provided the ~~lead steward/~~ steward/officer is certified in a program to be offered in the summer. Nothing herein shall require the principal to hire more than one Union ~~lead steward/~~ steward/officer.

KA 11/13/06  
OSP 11/13/06

**M-DCPS PROPOSAL #26 - Revised 4  
COUNTER PROPOSAL TO UTD PROPOSAL #2**

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

**Section 1. Paraprofessionals/Associate Educators**

**A. Qualifications**

1. In accordance with the "No Child Left Behind Act of 2001" a Paraprofessional I requires a high school diploma or equivalent certification completion of two years of study at an institution of higher education or a minimum of an Associate's Degree, plus any specialized education, training, or experience specified in the job description for the applicable category. Successful completion of the ParaPro Assessment Exam or other designated formal academic assessments may substitute for the educational requirements.

Effective January 12, 2007, Paraprofessionals who have satisfactorily completed the UTD Educational Research and Dissemination (ER & D) 42-hour course or the M-DCPS ParaPro assessment program shall be assigned to Pay Grade 10. Paraprofessionals who have 60 or more college credits, shall be assigned to pay grade 12. Paraprofessional II's shall be assigned to pay grade 13.

**L. Salary**

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. An M-DCPS 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 three-quarters their years of service with the District as a Paraprofessional/Associate Educator (e.g., eight years of service equals Step 4 6 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 providing the employee applies for the teaching position prior to the first day of the school year following completion of the degree. Employees holding a Bachelor's degree prior to ratification of the contract must apply for a teaching position prior to the first day of the 2007-2008 school year. Otherwise placement shall be at a step that reflects half their years of service with the District as a Paraprofessional/Associate Educator.

11/14/06 *Kur*

11/14/06 08

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.~~

## **Section 2. School Support Personnel**

### **I. Salary**

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.

11/14/06 KK

11/14/06 OSP

**M-DCPS PROPOSAL #37  
COUNTERPROPOSAL TO UTD #25**

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

**Section 1. Paraprofessionals/Associate Educators**

**F. Hiring**

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 Supervising Administrator and the Assistant Superintendent for Labor Relations,~~ 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. The employee with the approval of the supervising administrator may request higher step placement within one year of hire/rehire. If the request is denied by the supervising administrator, the employee may appeal to the appropriate Regional/Assistant Superintendent or designee.
- 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, by June 30, 2007.

**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.
  - e. Degreed full-time CAP Advisors shall receive tuition reimbursement in accordance with Article XXV, Section 5.
- \*2. Interpreter for Hearing Impaired -- includes work providing sign language interpretations for hearing impaired students. Degreed Interpreters for the Hearing Impaired shall receive tuition reimbursement in accordance with Article XXV, Section 5.

11/14/06 *RL*

11/14/06 08

C. Hiring

2. The normal hiring rate for new full-time, part-time, and temporary School Support 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~~ supervising administrator and the Assistant Superintendent for Labor Relations, 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. The employee with approval of the supervising administrator may request higher step placement within one year of hire/rehire. If the request is denied by the supervising administrator, the employee may appeal to the appropriate Regional/Assistant Superintendent or designee.

I. Salary

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 ~~GAP Advisors and Athletic Trainers~~ School Support Personnel who are on the AO Salary Schedule are not subject to the overtime provisions of the Fair Labor Standards Act.

11/14/06 Kc

11/14/06 08

**M-DCPS PROPOSAL #30 - Revised 2  
COUNTERPROPOSAL TO UTD PROPOSAL #8**

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

**Section 1. Paraprofessionals/Associate Educators**

**N. Tuition Reimbursement - Paraprofessionals or Associate Educators**

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~~ \$100 per semester hour or the equivalent.

Effective the Fall semester of the 2007-2008 school year, the maximum undergraduate credits per fiscal year for reimbursement shall increase to twelve (12).

**Section 2. School Support Personnel**

**L. Physical/Occupational Therapy Assistant Evaluation and Tuition Reimbursement**

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~~ \$100 per semester hour or the equivalent.

Effective the Fall semester of the 2007-2008 school year, the maximum undergraduate credits per fiscal year for reimbursement shall increase to twelve (12).

**M. Tuition Reimbursement -- Select School Support Personnel**

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~~ \$100 per semester hour or the equivalent.

Effective the Fall semester of the 2007-2008 school year, the maximum undergraduate credits per fiscal year for reimbursement shall increase to twelve (12).

11/15/06 lla

11/15/06 osh

ARTICLE XVII -- Paraprofessionals/Associate Educators/School Support Personnel  
10-MONTH (U1)

EFFECTIVE August 4, 2005 August 10, 2006

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
7	44468 <u>12441</u>	44970 <u>12565</u>	42444 <u>12691</u>	42944 <u>12818</u>	13435	13908	14410	15312	17403	18223	18736	19248	21242	26236 <u>27236</u>
12	43670 <u>14738</u>	44484 <u>14885</u>	44738 <u>15034</u>	15322	15927	16522	17127	18203	20766	21586	22998	22611	24605	29582 <u>30582</u>
13	44040 <u>15312</u>	44738 <u>15465</u>	45342 <u>15620</u>	15927	16512	17127	17884	19516	21576	22396	22908	23421	25415	30388 <u>31388</u>
14	44748 <u>15927</u>	45342 <u>16086</u>	45927 <u>16247</u>	16512	17127	17783	19516	20346	22211	23032	23645	24057	26051	34024 <u>32021</u>
15	46270 <u>16512</u>	46927 <u>16677</u>	46642 <u>16844</u>	17127	17783	19516	20346	20746	22857	23677	24490	24702	26696	34663 <u>32663</u>
21	48446 <u>20643</u>	49853 <u>20849</u>	20643 <u>21058</u>	21463	22314	23196	24108	25051	28189	29009	29524	30034	32028	36968 <u>37968</u>
23	22460 <u>24160</u>	23237 <u>24402</u>	24460 <u>24646</u>	25112	26117	27122	28178	29275	32853	33673	34486	34698	36692	44699 <u>42609</u>

The top step of this schedule has been increased by \$900 \$1000 over the prior schedule.

All 2004-2006 2005-2006 employees meeting eligibility requirements as defined in Article XVII, Section 1(L)(4), and Section 2(I)(4), shall advance a step effective August 4, 2005 August 10, 2006. Employees at the SIZ sites on this schedule will be paid for ten (10) additional days during the 2005-2006-2007 school year.

Actual salaries will be proportional to the additional days worked at the SIZ school sites.

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.

11/15/06 /ce  
11.5.10.6 osp

ARTICLE XVII - - Paraprofessionals/Associate Educators/School Support Personnel

10-MONTH (U1)

EFFECTIVE August 10, 2006 January 12, 2007

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 11	STEP 13	STEP 14	STEP 15
7	12441	12565	12691	12818	13435	13908	14410	15312	17403	18223	19248	21242	27236
10	12970	13099	13230	13363	14006	14499	15022	15963	18143	18997	20066	22145	28394
12	14738	14885	15034	15322	15927	16522	17127	18203	20766	21586	22611	24605	30582
13	15312	15465	15620	15927	16512	17127	17783	19516	21576	22396	23421	25415	31388
14	15927	16086	16247	16512	17127	17783	19516	20346	22211	23032	24057	26051	32021
15	16512	16677	16844	17427	17783	18546	20346	20746	22867	23677	24702	26696	32663
15	17214	17386	17560	17855	18539	20345	21211	21628	23828	24683	25752	27831	34051
21	20643	20849	21058	21463	22314	23196	24108	25051	28189	29009	30034	32028	37968
23	24160	24402	24646	25112	26117	27122	28178	29275	32853	33673	34698	36692	42609

The top step of this schedule has been increased by \$1000 over the prior schedule.  
 All 2006-2007 employees meeting eligibility requirements as defined in Article XVII, Section 1(1)(4) and Section 2(1)(4), shall advance a step effective August 10, 2006.  
 Employees at the SJZ sites on this schedule will be paid for ten (10) additional days during the 2006-2007 school year.

Actual salaries will be proportional to the additional days worked at the SJZ school sites.  
 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.

Highly Qualified Paraprofessional Pay Grade Adjustments Effective 1/12/2007

Paraprofessional I	Para Pro/ ER&D Course	Pay Grade 10
	60-89 Credits	Pay Grade 12
	90+ Credits	Pay Grade 12
Paraprofessional II	60 Credits with 15 in Education	Pay Grade 13
Paraprofessional III	90 Credits with 30 in Education	Improved Pay Grade 15

11/15/06 ka  
 11/15/06 nsp

ARTICLE XVII -- Paraprofessionals/Associate Educators/School Support Personnel  
10-MONTH (U1)

EFFECTIVE January 12, 2007 the start of the applicable 2007-2008 10-month calendar

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 11	STEP 13	STEP 14	STEP 15
7	42444 13073	42565 13204	42691 13336	42818 13469	43435 13604	43908 13908	44410 14554	45342 15465	17403	18223	19248	21242	27236 28236
10	42979 13629	43099 13765	43230 13903	43363 14042	44006 14182	14499	45022 15173	45963 16122	18143	18997	20066	22145	28394 29394
12	44738 15475	44885 15630	45034 15786	45322 15944	45927 16103	16522	47427 17298	48203 18385	20766	21586	22611	24605	30582 31582
13	45342 16806	45465 16247	45620 16409	45927 16573	46542 16739	17127	47884 18063	48546 19711	21576	22396	23421	25415	31388 32388
14	45927 16677	46086 16844	46247 17012	46542 17182	47427 17354	17783	48546 19711	49346 20549	22211	23032	24057	26051	32021 33021
15	47244 17560	47386 17735	47660 17913	47885 18092	18539	20345	21211	21628 21638	23828	24683	25752	27831	34051 35041
21	20643 21678	20849 21895	21058 22114	21463 22335	22344 22558	23196	24108 24349	25054 25302	28189	29009	30034	32028	37968 38968
23	24160 25363	24402 25617	24646 25873	25142 26132	26117 26393	27122	28178 28460	29276 29568	32853	33673	34698	36692	42609 43609

The top step of this schedule has been increased by \$1000 over the prior schedule.

All 2008-2007 employees meeting eligibility requirements as defined in Article XVII, Section 1(L)(4) and Section 2(I)(4), shall advance a step effective the start of the applicable 2007-2008 10-month calendar. Employees at the SJZ sites on this schedule will be paid for ten (10) additional days during the 2006-2007-2008 school year.

Actual salaries will be proportional to the additional days worked at the SJZ school sites.

Highly Qualified Paraprofessional Pay Grade Adjustment Effective 1/12/2007

Paraprofessional I	Para Pre/ER&D Course	Pay Grade 10
	60-80 Credits	Pay Grade 12
	90+ Credits	Pay Grade 12
Paraprofessional II	60 Credits with 16 in Education	Pay Grade 13
Paraprofessional III	90 Credits with 30 in Education	Improved Pay Grade 15

11/15/06  
11/15/06

# ARTICLE XVII -- Paraprofessionals/Associate Educators/School Support Personnel

## 10-MONTH (U1)

EFFECTIVE the start of the applicable 2007-2008-2009 10-month calendar

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 11	STEP 13	STEP 14	STEP 15
7	<u>13073</u>	<u>13204</u>	<u>13336</u>	<u>13469</u>	<u>13604</u>	<u>13908</u>	<u>14554</u>	<u>15465</u>	<u>17403</u>	<u>18223</u>	<u>19248</u>	<u>21242</u>	<u>28236</u>
	<u>13705</u>	<u>13842</u>	<u>13980</u>	<u>14120</u>	<u>14261</u>	<u>14404</u>							<u>29236</u>
10	<u>13629</u>	<u>13765</u>	<u>13903</u>	<u>14042</u>	<u>14182</u>	<u>14499</u>	<u>15173</u>	<u>16122</u>	<u>18143</u>	<u>18997</u>	<u>20066</u>	<u>22145</u>	<u>29394</u>
	<u>14287</u>	<u>14430</u>	<u>14575</u>	<u>14720</u>	<u>14868</u>	<u>15016</u>							<u>30394</u>
12	<u>15475</u>	<u>15639</u>	<u>15786</u>	<u>15944</u>	<u>16103</u>	<u>16522</u>	<u>17298</u>	<u>18385</u>	<u>20766</u>	<u>21586</u>	<u>22611</u>	<u>24605</u>	<u>31582</u>
	<u>16247</u>	<u>16409</u>	<u>16574</u>	<u>16739</u>	<u>16907</u>	<u>17076</u>							<u>32582</u>
13	<u>16086</u>	<u>16247</u>	<u>16409</u>	<u>16573</u>	<u>16739</u>	<u>17127</u>	<u>18063</u>	<u>19711</u>	<u>21576</u>	<u>22396</u>	<u>23421</u>	<u>25415</u>	<u>32388</u>
	<u>16844</u>	<u>17012</u>	<u>17183</u>	<u>17354</u>	<u>17528</u>	<u>17703</u>							<u>33388</u>
14	<u>16677</u>	<u>16844</u>	<u>17012</u>	<u>17182</u>	<u>17354</u>	<u>17783</u>	<u>19711</u>	<u>20549</u>	<u>22211</u>	<u>23032</u>	<u>24057</u>	<u>26051</u>	<u>33021</u>
	<u>17471</u>	<u>17646</u>	<u>17822</u>	<u>18000</u>	<u>18180</u>	<u>18362</u>							<u>34021</u>
15	<u>17560</u>	<u>17735</u>	<u>17913</u>	<u>18092</u>	<u>18539</u>	<u>20345</u>	<u>21211</u>	<u>21638</u>	<u>23828</u>	<u>24683</u>	<u>25752</u>	<u>27831</u>	<u>35094</u>
	<u>18501</u>	<u>18686</u>	<u>18873</u>	<u>19062</u>	<u>19252</u>								<u>36041</u>
21	<u>21678</u>	<u>21895</u>	<u>22114</u>	<u>22335</u>	<u>22558</u>	<u>23196</u>	<u>24349</u>	<u>25302</u>	<u>28189</u>	<u>29009</u>	<u>30034</u>	<u>32028</u>	<u>28968</u>
	<u>22763</u>	<u>22991</u>	<u>23221</u>	<u>23453</u>	<u>23687</u>	<u>23924</u>							<u>39968</u>
23	<u>25363</u>	<u>25617</u>	<u>25873</u>	<u>26132</u>	<u>26393</u>	<u>27122</u>	<u>28460</u>	<u>29568</u>	<u>32853</u>	<u>33673</u>	<u>34698</u>	<u>36692</u>	<u>43609</u>
	<u>26642</u>	<u>26908</u>	<u>27178</u>	<u>27449</u>	<u>27724</u>	<u>28001</u>							<u>44609</u>

The top step of this schedule has been increased by \$1000 over the prior schedule.

All 2006-2007-2008 employees meeting eligibility requirements as defined in Article XVII, Section 1(L)(4) and Section 2(I)(4), shall advance a step the start of the applicable 2007-2008-2009 10-month calendar. Employees at the SIZ sites on this schedule will be paid for ten (10) additional days during the 2008-2009 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 the start of the applicable 2008-2009 school year calendar.

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# ARTICLE XVII -- Paraprofessionals/Associate Educators/School Support Personnel

12-MONTH (U1)  
EFFECTIVE JULY 1, 2005- 2006

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
7	43762 <u>15688</u>	44364 <u>15078</u>	44930 <u>15230</u>	45533 <u>15382</u>	16122	16690	17292	18375	20884	21868	22494	23098	25491	31484 <u>32684</u>
12	46404 <u>17886</u>	47024 <u>17862</u>	47686 <u>18041</u>	18387	19113	19827	20553	21844	24920	25904	26548	27134	29526	35490 <u>36699</u>
13	46848 <u>18375</u>	47686 <u>18558</u>	48376 <u>18744</u>	19113	19827	20553	21461	23420	25892	26876	27490	28106	30498	36496 <u>37666</u>
14	47662 <u>19113</u>	48376 <u>19304</u>	49143 <u>19497</u>	19815	20553	21340	23420	24416	26654	27639	28254	28869	31262	37226 <u>38426</u>
15	48324 <u>19815</u>	49143 <u>20013</u>	49845 <u>20213</u>	20553	21340	23420	24416	24908	27429	28413	29028	29643	32036	37996 <u>39196</u>
21	22876 <u>24772</u>	23624 <u>25019</u>	24772 <u>25270</u>	25756	26777	27836	28930	30062	33827	34811	35426	36041	38434	44362 <u>45562</u>
23	26692 <u>28992</u>	27886 <u>29283</u>	28992 <u>29576</u>	30135	31341	32547	33814	35130	39424	40408	41024	41638	44031	49934 <u>51131</u>

The top step of this schedule has been increased by \$4080 \$1200 over the prior schedule.

All 2004-2005 2005-2006 employees meeting eligibility requirements as defined in Article XVII, Section 1(L)(4) and Section 20(4), shall advance a step effective July 1, 2005 2006.

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.

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# ARTICLE XVII -- Paraprofessionals/Associate Educators/School Support Personnel

## 12-MONTH (U1)

EFFECTIVE July 1, 2006-January 12, 2007

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 11	STEP 13	STEP 14	STEP 15
7	14930	15078	15230	15382	16122	16690	17292	18375	20884	21868	23098	25491	32684
10	<u>15565</u>	<u>15719</u>	<u>15878</u>	<u>16036</u>	<u>16808</u>	<u>17400</u>	<u>18027</u>	<u>19156</u>	<u>21772</u>	<u>22798</u>	<u>24080</u>	<u>26574</u>	<u>34074</u>
12	17686	17862	18041	18387	19113	19827	20553	21844	24920	25904	27134	29526	36669
13	18375	18558	18744	19113	19827	20553	21461	23420	25892	26876	28106	30498	37666
14	19113	19304	19497	19815	20553	21340	23420	24416	26654	27639	28869	31262	38426
15	<u>20658</u>	<u>20864</u>	<u>21073</u>	<u>21427</u>	<u>22247</u>	<u>244156</u>	<u>25454</u>	<u>25967</u>	<u>28595</u>	<u>29621</u>	<u>29643</u>	<u>32036</u>	<u>39496</u>
21	24772	25019	25270	25756	26777	27836	28930	30062	33827	34811	36041	38434	45562
23	28892	29283	29576	30135	31341	32547	33814	35130	39424	40408	41638	44031	51131

The top step of this schedule has been increased by \$1200 over the prior schedule.

All 2006-2008 employees meeting eligibility requirements as defined in Article XVII, Section 1(L)(4) and Section 2(H)(4), shall advance a step effective July 1, 2006.

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.

## Highly Qualified Paraprofessional Pay Grade Adjustments Effective 1/12/2007

Paraprofessional I	Para Pro/ ER&D Course	Pay Grade 10
	60-89 Credits	Pay Grade 12
	90+ Credits	Pay Grade 12
Paraprofessional II	60 Credits with 15 in Education	Pay Grade 13
Paraprofessional III	90 Credits with 30 in Education	Improved Pay Grade 15

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ARTICLE XVII -- Paraprofessionals/Associate Educators/School Support Personnel  
12-MONTH (U1)

EFFECTIVE January 12, 2007 July 1, 2007

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 11	STEP 13	STEP 14	STEP 15
7	14930 <del>15688</del>	15078 <del>15845</del>	15239 <del>16004</del>	15382 <del>16163</del>	15422 <del>16325</del>	16690	17292 <del>17465</del>	18375 <del>18558</del>	20884	21868	23098	25491	32684 <del>33884</del>
10	15565 <del>15923</del>	15719 <del>16518</del>	15877 <del>16684</del>	16036 <del>16851</del>	16907 <del>17019</del>	17399	18027 <del>18208</del>	19156 <del>19347</del>	21772	22797	24080	26574	34973 <del>35273</del>
12	17686 <del>18570</del>	17862 <del>18756</del>	18044 <del>18944</del>	18387 <del>19133</del>	19113 <del>19324</del>	19287	20553 <del>20758</del>	21844 <del>22062</del>	24920	25904	27134	29526	36669 <del>37669</del>
13	18375 <del>20168</del>	18558 <del>19497</del>	18744 <del>19691</del>	19113 <del>19888</del>	19827 <del>20087</del>	20553	21464 <del>23420</del>	23420 <del>23654</del>	25892	26876	28106	30498	37666 <del>38866</del>
14	19113 <del>20013</del>	19304 <del>20213</del>	19497 <del>20415</del>	19816 <del>20619</del>	20563 <del>20825</del>	21340	23420 <del>23652</del>	24416 <del>24659</del>	26654	27639	28869	31262	38426 <del>39626</del>
15	20657 <del>21072</del>	20864 <del>21282</del>	21072 <del>21496</del>	21427 <del>21711</del>	22247	24415	25454	26954 <del>25966</del>	28595	29621	30903	33398	40862 <del>42062</del>
21	24772 <del>26014</del>	25019 <del>26274</del>	25270 <del>26537</del>	25756 <del>26802</del>	26777 <del>27070</del>	27836	28930 <del>29219</del>	30062 <del>30363</del>	33827	34811	36041	38434	45562 <del>46762</del>
23	28892 <del>30436</del>	29283 <del>30741</del>	29676 <del>31048</del>	30136 <del>31359</del>	31344 <del>31672</del>	32547	33814 <del>34152</del>	35130 <del>35482</del>	39424	40408	41638	44031	51131 <del>52331</del>

The top step of this schedule has been increased by \$1200 over the prior schedule.

All 2006-2007 employees meeting eligibility requirements as defined in Article XVII, Section 1(L)(4) and Section 2(I)(4), shall advance a step effective July 1, 2007.

Highly Qualified Paraprofessional Pay-Grade Adjustments Effective 1/12/2007

Paraprofessional-I	Para-Pro/ER&D-Course 60-99 Credits	Pay-Grade-10
	90+ Credits	Pay-Grade-12
Paraprofessional-II	60 Credits with 15 in Education	Pay-Grade-13
Paraprofessional-III	90 Credits with 30 in Education	Improved Pay-Grade-15

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ARTICLE XVII -- Paraprofessionals/Associate Educators/School Support Personnel

12-MONTH (U1)  
EFFECTIVE JULY 1, 2007 2008

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 11	STEP 13	STEP 14	STEP 15
7	<u>46688</u> <u>16446</u>	<u>46846</u> <u>16611</u>	<u>46904</u> <u>16776</u>	<u>46463</u> <u>16944</u>	<u>46326</u> <u>17114</u>	<u>46690</u> <u>17285</u>	<u>17465</u>	<u>18558</u>	<u>20884</u>	<u>21868</u>	<u>23098</u>	<u>25491</u>	<u>33884</u> <u>35084</u>
10	<u>46366</u> <u>17145</u>	<u>46548</u> <u>17316</u>	<u>46684</u> <u>17490</u>	<u>46854</u> <u>17664</u>	<u>47049</u> <u>17842</u>	<u>47399</u> <u>18020</u>	<u>18208</u>	<u>19347</u>	<u>21772</u>	<u>22797</u>	<u>24080</u>	<u>26574</u>	<u>36273</u> <u>38473</u>
12	<u>48570</u> <u>19497</u>	<u>48766</u> <u>19691</u>	<u>48944</u> <u>19889</u>	<u>49133</u> <u>20087</u>	<u>49324</u> <u>20289</u>	<u>49827</u> <u>20492</u>	<u>20758</u>	<u>22062</u>	<u>24920</u>	<u>25904</u>	<u>27134</u>	<u>29526</u>	<u>37899</u> <u>39099</u>
13	<u>49304</u> <u>20213</u>	<u>49497</u> <u>20415</u>	<u>49694</u> <u>20620</u>	<u>49888</u> <u>20825</u>	<u>20087</u> <u>21034</u>	<u>20553</u> <u>21244</u>	<u>21676</u>	<u>23654</u>	<u>25892</u>	<u>26876</u>	<u>28106</u>	<u>30498</u>	<u>38866</u> <u>40066</u>
14	<u>20043</u> <u>20966</u>	<u>20243</u> <u>21176</u>	<u>20446</u> <u>21387</u>	<u>20649</u> <u>21600</u>	<u>20826</u> <u>21816</u>	<u>21340</u> <u>22035</u>	<u>23654</u>	<u>24659</u>	<u>26654</u>	<u>27639</u>	<u>28869</u>	<u>31262</u>	<u>39626</u> <u>40826</u>
15	<u>24072</u> <u>22202</u>	<u>24282</u> <u>22424</u>	<u>24496</u> <u>22648</u>	<u>24744</u> <u>22875</u>	<u>22247</u> <u>23103</u>	<u>24414</u>	<u>25454</u>	<u>25966</u>	<u>28594</u>	<u>29620</u>	<u>30903</u>	<u>33398</u>	<u>42062</u> <u>43262</u>
21	<u>26044</u> <u>27316</u>	<u>26274</u> <u>27590</u>	<u>26537</u> <u>27866</u>	<u>26802</u> <u>28144</u>	<u>27070</u> <u>28425</u>	<u>27836</u> <u>28709</u>	<u>29219</u>	<u>30363</u>	<u>33827</u>	<u>34811</u>	<u>36041</u>	<u>38434</u>	<u>46762</u> <u>47962</u>
23	<u>30436</u> <u>31971</u>	<u>30744</u> <u>32290</u>	<u>31048</u> <u>32614</u>	<u>31369</u> <u>32939</u>	<u>31672</u> <u>33269</u>	<u>32547</u> <u>33602</u>	<u>34152</u>	<u>35482</u>	<u>39424</u>	<u>40408</u>	<u>41638</u>	<u>44031</u>	<u>52334</u> <u>53531</u>

The top step of this schedule has been increased by \$1200 over the prior schedule.  
All 2006-2007 2008 employees meeting eligibility requirements as defined in Article XVII, Section 1(L)(4) and Section 2(I)(4), shall advance a step effective July 1, 2007 2008.

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**M-DCPS PROPOSAL #32 - Revised  
COUNTERPROPOSAL TO UTD #13**

**ARTICLE XVIII -- OFFICE EMPLOYEES**

**Section 5. Transfers/Promotions**

- D. When an employee is promoted or assigned to a position which is classified in a higher pay grade, he/she shall be given an increase to the first step of the new salary range, effective the start of the next pay period after Board approval. When his/her current salary is already in excess of the first step, he/she will be placed on that step of the new grade which provides at least the equivalent of a one salary step increase, but no less than five (5%) percent. If his/her salary is equal to or above the maximum of the range for the position to which he/she is assigned, no change in salary shall be considered.

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**M-DCPS #38 - Revised  
COUNTERPROPOSAL TO UTD #26**

**ARTICLE XVIII -- OFFICE EMPLOYEES**

**Section 16. Professionalization of Office Employees**

**D. Career Ladder**

The parties agree to ~~maintain~~ reconvene the Joint M-DCPS/UTD Career Ladder Task Force for the purpose of reviewing and enhancing the Professional Office Personnel Development Plan for consideration by the Superintendent and the UTD President or Designee. Said task force shall make recommendations to the Superintendent and the UTD President or Designee by June 30, 2007.

**E. Professional Office Personnel Development Program (POPDP)**

It is the intent of the parties to offer a comprehensive training program to improve the skills and increase the productivity of office personnel. The parties have, therefore, agreed to merge two existing programs: the M-DCPS Professional Secretary Program and the Inservice Education Program. The new comprehensive program will be called the POPDP. The POPDP will provide an optional, well-defined Professional Secretary Program (formerly M-DCPS Certified Professional Secretary Program) leading to a professional secretary certificate.

The POPDP program administered by the BHRD will provide:

2. The optional Professional Secretary Program will be comprised of designated courses within the POPDP. Upon successful completion of the program, the participants will receive a certificate of completion and will be eligible for the annual ~~\$250~~ \$275 Professional Secretary supplement.
5. College courses satisfactorily completed will be individually reviewed and considered in lieu of courses taken in the Professional Office Personnel Development Program (POPDP) and/or the Professional Secretary Program.

**F. Certified Professional Secretary**

Employees who pass the National Certified Professional Secretary Examination shall be eligible for a supplement of ~~\$1,000~~ \$1,100. Additionally, these employees shall be reimbursed for the cost of the examination upon receipt of proof up to \$200.

**J. Mentor Secretaries**

**3. Stipend**

The parties agree that the stipend for said mentors shall be ~~\$425~~ \$475, to be paid at the completion of the one-year assignment. Those mentors who, for any reason, cannot complete said assignment or assume the duties and responsibilities of another mentor, shall receive a prorated stipend.

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The parties agree to monitor this joint M-DCPS/UTD Mentor Secretary/Clerical Program Committee charged with implementation and providing clarification and interpretations of the program's intent. Said committee shall interview all candidates for the purposes of initial appointment and the creation of a pool of available mentors to be assigned by the committee, as needed. The committee shall provide recommendations to the Superintendent and the UTD President or Designee on the status and effectiveness of the program.

## **Section 20. Salary**

- C. The first step of each pay grade shall be the starting rate for new employees to M-DCPS. However, the ~~Chief Personnel Officer for Human Resources~~ supervising administrator may recommend to the Assistant Superintendent, Labor Relations, ~~within the employee's first 45 days of employment~~, that an initial compensation rate be authorized up to and including Step 5 at a salary step higher than the first step of the assigned pay grade where a candidate has been deemed exceptionally well-qualified for the position within one year of hire/rehire. If the request is denied by the supervising administrator, the employee may appeal to the appropriate Regional/Assistant Superintendent or designee.

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**M-DCPS PROPOSAL #31 - Revised  
COUNTERPROPOSAL TO UTD #9**

**ARTICLE XVIII -- OFFICE EMPLOYEES**

**Section 17. Tuition Reimbursement - - Office Employees**

3. Office employees shall be eligible to receive reimbursement for tuition for a maximum nine undergraduate credits earned per fiscal year. Reimbursement shall not exceed ~~\$70~~ \$100 per semester hour or the equivalent. Effective the Fall semester of the 2007-2008 school year, the maximum undergraduate credits per fiscal year for reimbursement shall increase to twelve (12).
  
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 office 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~~ Assistant Superintendent, Labor Relations, who shall review the appeal and render a decision. A copy of the appeal and decision shall be furnished to the office employee and the Union.

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**M-DCPS PROPOSAL #27 - Revised 2  
COUNTER PROPOSAL TO UTD PROPOSAL #3**

**ARTICLE XVIII -- OFFICE EMPLOYEES**

**Section 20. Salary**

- A. Salary compensation for office employees shall be paid in accordance with Salary Schedule UO, as stipulated in Article XVIII, Section 21 of this Contract.
- B. The Board will comply with prevailing federal minimum wage standards in accordance with the requirements of the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act and the Florida Minimum Wage.

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ARTICLE XVIII -- OFFICE EMPLOYEES  
12-MONTH (UO)

EFFECTIVE July 1, 2005 2006

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
15	<u>43,342</u> <u>13,874</u>	<u>43,667</u> <u>14,013</u>	<u>44,348</u> <u>14,153</u>	14,996	15,710	16,457	17,237	19,180	20,402	20,920	21,432	23,824	<u>29,826</u> <u>31,025</u>
16	<u>44,348</u> <u>14,996</u>	<u>44,996</u> <u>15,146</u>	<u>46,740</u> <u>15,297</u>	16,457	17,237	18,056	18,914	21,024	22,267	22,786	23,297	25,689	<u>31,684</u> <u>32,881</u>
17	<u>44,996</u> <u>15,710</u>	<u>46,740</u> <u>15,867</u>	<u>46,457</u> <u>16,026</u>	17,237	18,056	18,914	19,815	22,025	23,267	23,786	24,297	26,689	<u>32,676</u> <u>33,876</u>
18	<u>46,457</u> <u>17,237</u>	<u>47,237</u> <u>17,409</u>	<u>48,056</u> <u>17,583</u>	18,914	19,815	20,757	21,742	24,167	25,410	25,927	26,440	28,832	<u>34,808</u> <u>36,008</u>
19	<u>47,237</u> <u>18,056</u>	<u>48,056</u> <u>18,237</u>	<u>48,844</u> <u>18,419</u>	19,815	20,757	21,742	22,777	25,314	26,557	27,074	27,587	29,979	<u>36,949</u> <u>37,149</u>
20	<u>48,844</u> <u>19,815</u>	<u>49,845</u> <u>20,013</u>	<u>50,767</u> <u>20,213</u>	21,742	22,777	23,856	24,992	27,784	29,026	29,544	30,057	32,449	<u>38,407</u> <u>39,607</u>
21	<u>50,767</u> <u>21,742</u>	<u>51,742</u> <u>21,959</u>	<u>52,777</u> <u>22,179</u>	23,856	24,992	26,184	27,425	30,481	31,723	32,244	32,754	35,146	<u>41,094</u> <u>42,291</u>
22	<u>51,742</u> <u>22,777</u>	<u>52,777</u> <u>23,005</u>	<u>53,856</u> <u>23,235</u>	24,992	26,184	27,425	28,725	31,928	33,172	33,689	34,202	36,594	<u>42,634</u> <u>43,731</u>
23	<u>52,777</u> <u>23,856</u>	<u>53,856</u> <u>24,095</u>	<u>54,992</u> <u>24,336</u>	26,184	27,425	28,725	30,090	33,447	34,689	35,207	35,719	38,111	<u>44,044</u> <u>45,241</u>
24	<u>53,856</u> <u>24,992</u>	<u>54,992</u> <u>25,242</u>	<u>56,184</u> <u>25,494</u>	27,425	28,725	30,090	31,520	35,035	36,278	36,796	37,308	39,700	<u>46,622</u> <u>47,822</u>
25	<u>54,992</u> <u>26,184</u>	<u>56,184</u> <u>26,446</u>	<u>57,426</u> <u>26,710</u>	28,725	30,089	31,521	33,071	36,532	37,319	37,842	38,324	40,716	<u>48,633</u> <u>49,833</u>
26	<u>56,184</u> <u>27,493</u>	<u>57,426</u> <u>27,768</u>	<u>58,046</u> <u>28,046</u>	30,161	31,593	33,097	34,725	38,359	39,185	39,706	40,240	42,752	<u>50,225</u> <u>51,425</u>
27	<u>57,426</u> <u>28,868</u>	<u>58,046</u> <u>29,157</u>	<u>59,448</u> <u>29,448</u>	31,689	33,173	34,752	36,461	40,277	41,144	41,661	42,252	44,889	<u>52,736</u> <u>53,936</u>

The top step of this schedule has been increased by \$1200 over the prior schedule.  
All 2004-2006 2005-2006 employees meeting eligibility requirements as defined in Article XVIII, Section 12(B), 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.

11/15/06 *W*  
11/15/06 *OR*

**ARTICLE XVIII -- OFFICE EMPLOYEES**  
**12-MONTH (UO)**

**EFFECTIVE July 1, 2006 2007**

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 12	STEP 13	STEP 14
45	43,874	44,043	44,453	44,086	45,740	46,457	47,237	48,460	20,402	21,432	23,824	31,025
16	44,986 <u>15,710</u>	45,446 <u>15,867</u>	45,297 <u>16,026</u>	48,457 <u>16,186</u>	47,237 <u>17,157</u>	18,056	18,914	21,024	22,267	23,297	25,689	32,881 <u>34,081</u>
17	45,740 <u>16,457</u>	45,867 <u>16,622</u>	46,026 <u>16,788</u>	47,237 <u>16,956</u>	48,066 <u>17,937</u>	18,914	19,815	22,025	23,267	24,297	26,689	33,876 <u>35,076</u>
18	47,237 <u>18,056</u>	47,409 <u>18,237</u>	47,583 <u>18,419</u>	48,914 <u>18,603</u>	49,845 <u>19,614</u>	20,757	21,742	24,167	25,410	26,440	28,832	36,088 <u>37,208</u>
19	48,066 <u>18,914</u>	48,237 <u>19,103</u>	48,419 <u>19,294</u>	49,845 <u>19,487</u>	20,757 <u>20,415</u>	21,742	22,777	25,314	26,557	27,587	29,979	37,149 <u>38,349</u>
20	49,845 <u>20,757</u>	20,013 <u>20,965</u>	20,243 <u>21,174</u>	21,742 <u>21,386</u>	22,777 <u>22,442</u>	23,856	24,982	27,784	29,026	30,057	32,449	39,607 <u>40,807</u>
21	24,742 <u>22,777</u>	21,969 <u>23,005</u>	22,179 <u>23,235</u>	23,856 <u>23,467</u>	24,982 <u>24,556</u>	26,184	27,425	30,481	31,723	32,754	35,146	42,284 <u>43,491</u>
22	22,777 <u>23,856</u>	23,005 <u>24,095</u>	23,235 <u>24,336</u>	24,982 <u>24,579</u>	26,184 <u>25,692</u>	27,425	28,725	31,928	33,172	34,202	36,594	43,731 <u>44,931</u>
23	23,856 <u>24,992</u>	24,086 <u>25,242</u>	24,336 <u>25,494</u>	26,184 <u>25,749</u>	27,425 <u>26,884</u>	28,725	30,090	33,447	34,889	35,719	38,111	45,244 <u>46,441</u>
24	24,992 <u>26,184</u>	25,242 <u>26,446</u>	26,494 <u>26,710</u>	27,425 <u>26,977</u>	28,725 <u>28,125</u>	30,090	31,520	35,035	36,278	37,308	39,700	46,822 <u>48,022</u>
25	26,184 <u>27,425</u>	26,446 <u>27,699</u>	26,710 <u>27,976</u>	28,725 <u>28,256</u>	30,090 <u>29,425</u>	31,521	33,071	36,532	37,319	38,324	40,716	47,893 <u>49,033</u>
26	27,493 <u>28,796</u>	27,768 <u>29,084</u>	28,046 <u>29,375</u>	30,184 <u>29,669</u>	31,593 <u>30,896</u>	33,097	34,725	38,359	39,185	40,240	42,752	50,225 <u>51,425</u>
27	28,868 <u>30,236</u>	29,157 <u>30,538</u>	29,448 <u>30,844</u>	31,669 <u>31,152</u>	33,173 <u>32,441</u>	34,752	36,461	40,277	41,144	42,252	44,889	52,736 <u>53,936</u>

The top step of this schedule has been increased by \$1200 over the prior schedule.  
All 2006-2006-2007 employees meeting eligibility requirements as defined in Article XVIII, Section 12(B), shall advance a step effective July 1, 2006.  
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.

11/15/06  
i.d.

ARTICLE XVIII -- OFFICE EMPLOYEES  
12-MONTH (UO)

EFFECTIVE July 1, 2007-2008

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 12	STEP 13	STEP 14
46	45,740	45,867	46,026	46,186	46,348	46,506	46,664	46,824	22,267	23,267	25,689	34,081
17	46,457 17,237	46,622 17,409	46,788 17,583	46,956 17,759	47,125 17,937	48,014 18,737	48,814 19,714	22,025	23,267	24,297	26,689	36,076 36,276
18	48,066 18,914	48,237 19,103	48,419 19,294	48,603 19,487	48,789 19,682	20,757 20,414	24,742 21,557	24,167	25,410	26,440	28,832	37,208 38,408
19	48,814 19,815	49,103 20,013	49,294 20,213	49,487 20,415	49,682 20,620	21,742 21,215	22,777 22,542	25,314	26,557	27,587	29,979	38,349 39,549
20	20,757 21,742	20,956 21,959	21,174 22,179	21,386 22,401	21,600 22,625	23,866 23,222	24,982 24,658	27,784	29,026	30,057	32,449	40,807 42,007
21	22,777 23,856	23,006 24,095	23,236 24,336	23,467 24,579	23,702 24,825	26,184 25,356	27,426 26,984	30,481	31,723	32,754	35,146	43,491 44,691
22	23,866 24,992	24,096 25,242	24,336 25,494	24,579 25,749	24,825 26,007	27,426 26,492	28,726 28,225	31,928	33,172	34,202	36,594	44,934 46,131
23	24,992 26,184	25,242 26,446	25,494 26,710	25,749 26,977	26,007 27,247	28,726 27,680	30,090 29,525	33,447	34,689	35,719	38,111	46,444 47,641
24	26,184 27,425	26,446 27,699	26,710 27,976	26,977 28,256	27,247 28,539	30,090 28,925	31,529 30,890	35,035	36,278	37,308	39,700	48,022 49,222
25	27,425 28,725	27,699 29,012	27,976 29,302	28,256 29,595	28,539 29,891	31,529 30,225	33,074 32,321	36,532	37,319	38,324	40,716	49,033 50,233
26	28,725 30,161	29,012 30,463	29,302 30,767	29,595 31,075	29,891 31,386	33,074 31,737	34,726 34,987	38,359	39,185	40,240	42,752	51,426 52,625
27	30,161 31,669	30,463 31,986	30,767 32,305	31,075 32,629	31,386 32,955	34,726 33,323	36,464 36,737	40,277	41,144	42,252	44,889	53,036 55,136

The top step of this schedule has been increased by \$1200 over the prior schedule.  
All-2006-2007-2008 employees meeting eligibility requirements as defined in Article XVIII, Section 12(B), shall advance a step effective July 1, 2007.

11/15/06  
11/15/06 09

# ARTICLE XVIII - OFFICE PERSONNEL

## 10-MONTH (UO)

EFFECTIVE July 28, 2005 August 3, 2006

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
15	41,367 11,846	41,724 11,964	42,293 12,084	12,862	13,475	14,116	14,786	16,434	17,469	47,883	18,294	20,286	26,286 26,285
16	42,283 12,862	42,862 12,991	43,475 13,121	14,116	14,786	15,488	16,224	18,035	19,070	49,484	19,894	21,887	26,878 27,878
17	42,862 13,475	43,475 13,610	44,116 13,746	14,786	15,488	16,224	16,995	18,891	19,927	20,341	20,751	22,744	27,730 28,730
18	44,116 14,786	44,786 14,934	45,488 15,083	16,224	16,995	17,804	18,649	20,730	21,765	22,179	22,589	24,582	29,569 30,559
19	44,786 15,488	45,488 15,643	46,224 15,799	16,995	17,804	18,649	19,536	21,713	22,749	23,163	23,573	25,566	30,538 31,538
20	46,224 16,995	46,996 17,165	47,804 17,337	18,649	19,536	20,464	21,438	23,830	24,866	25,280	25,690	27,683	33,545 34,545
21	47,804 18,649	48,649 18,835	49,536 19,024	20,464	21,438	22,458	23,524	26,145	27,180	27,594	28,005	29,998	34,948 35,948
22	49,536 19,536	49,536 19,731	50,464 19,929	21,438	22,458	23,524	24,639	27,386	28,422	28,836	29,246	31,239	36,183 37,183
23	49,536 20,464	50,464 20,669	51,438 20,875	22,458	23,524	24,639	25,809	28,689	29,724	30,138	30,548	32,541	37,479 38,479
24	50,464 21,438	51,438 21,652	52,458 21,869	23,524	24,639	25,809	27,038	30,051	31,087	31,504	31,911	33,904	38,835 39,835
25	51,438 22,458	52,458 22,683	53,525 22,909	24,639	25,809	27,038	28,323	31,366	32,406	32,792	33,198	35,191	40,115 41,115
26	53,581	53,817	54,055	25,871	27,099	28,390	29,739	32,934	34,026		34,858	36,951	43,171
27	54,760	55,008	55,258	27,164	28,454	29,809	31,226	34,581	35,728		36,601	38,798	45,329

The top step of this schedule has been increased by \$1,000 over the prior schedule.

All 2004-2006 2005-2006 employees meeting eligibility requirements as defined in Article XVIII, Section 12(B), shall advance a step effective July 28, 2005 August 3, 2006.

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 SJZ sites on this schedule will be paid ten (10) additional days during the 2005-2006-2006-2007 school year. Actual salaries will be proportional to the additional days worked at the SJZ school site.

Effective date may be earlier for those employees who report to work before July 28, 2005 August 3, 2006 in accordance with the applicable-2005-2006-2006-2007 school year calendar.

11/15/06 Ka  
rd. 5/12/07 nch

EFFECTIVE August 3, 2006 THE FIRST DAY OF THE 2007-2008 10-MONTH SCHOOL CALENDAR FOR OFFICE EMPLOYEES

The top step of this schedule has been increased by \$1,000 over the prior schedule.

All 2005-2006-2007 employees meeting eligibility requirements as defined in Article XVIII, Section 12(B), shall advance a step effective August 2, 2008 the first day of the 2007-2008 10-Month School Calendar for Office Employees.

Employees at the SIZ sites on this schedule will be paid (10) additional days during the 2006-2007 2007-2008 school year. Actual salaries will be proportional to the additional days worked at the SIZ school sites.

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.

Effective date may be earlier for those employees who report to work before August 3, 2006 in accordance with the applicable 2006-2007 2007-2008 school year calendar.

11/15/06 ka

ARTICLE XVIII -- OFFICE PERSONNEL  
10-MONTH (UO)

EFFECTIVE THE FIRST DAY OF THE 2007-2008 2008-2009 10-MONTH SCHOOL CALENDAR FOR OFFICE EMPLOYEES

GRD	STEP 02	STEP 03	STEP 04	STEP 05	STEP 06	STEP 07	STEP 08	STEP 09	STEP 10	STEP 12	STEP 13	STEP 14
46	43,475	43,640	43,746	43,883	44,022	45,488	46,224	48,036	49,070	49,894	21,887	28,878
17	44,416	44,257	44,409	44,544	44,689	46,224	46,996	18,891	19,927	20,751	22,744	28,739
	14,786	14,934	15,083	15,234	15,386	16,286	17,024					30,730
18	45,488	45,643	45,799	45,957	46,117	47,904	48,649	20,730	21,765	22,589	24,582	31,569
	16,224	16,386	16,550	16,716	16,883	17,724	18,504					32,559
19	46,224	46,386	46,550	46,716	46,883	48,649	49,536	21,713	22,749	23,573	25,566	32,538
	16,995	17,165	17,337	17,510	17,685	18,495	19,449					33,538
20	47,804	47,982	48,162	48,343	48,527	50,464	51,438	23,830	24,866	25,690	27,683	35,546
	18,649	18,835	19,024	19,214	19,406	20,149	21,446					36,545
21	49,536	49,734	49,929	50,128	50,329	52,458	53,624	26,145	27,180	28,005	29,998	36,948
	20,464	20,669	20,875	21,084	21,295	21,964	23,258					37,948
22	50,464	50,669	50,875	51,084	51,296	53,624	54,839	27,386	28,422	29,246	31,239	38,183
	21,438	21,652	21,869	22,088	22,308	22,938	24,324					39,183
23	51,438	51,652	51,869	52,088	52,308	54,839	56,099	28,689	29,724	30,548	32,541	39,479
	22,458	22,683	22,909	23,138	23,370	23,958	25,439					40,479
24	52,458	52,683	52,909	53,138	53,370	56,099	57,409	30,051	31,087	31,911	33,904	40,836
	23,524	23,759	23,997	24,237	24,479	25,024	26,509					41,835
25	53,525	53,760	53,998	54,238	54,480	57,409	58,739	31,366	32,406	33,198	35,191	42,445
	24,639	24,885	25,134	25,386	25,639	26,139	27,638					43,445
26	54,701	54,948	55,198	55,450	55,704	58,739	59,930	32,934	34,026	34,858	36,951	44,474
	25,871	26,130	26,391	26,655	26,921	27,341	28,830					45,471
27	55,936	56,196	56,458	56,722	56,989	59,930	61,226	34,581	35,728	36,601	38,798	46,329
	27,164	27,436	27,711	27,988	28,267	28,707	30,192					47,329

The top step of this schedule has been increased by \$1,000 over the prior schedule.

All 2006-2007 2007-2008 employees meeting eligibility requirements as defined in Article XVIII, Section 12(B), shall advance a step effective the first day of the 2007-2008 2008-2009 10-Month School Calendar for Office Employees.

Employees at the SJZ sites on this schedule will be paid (10) additional days during the 2007-2008 school year.

Actual salaries will be proportional to the additional days worked at the SJZ school sites.

11/15/06 *mu*  
11/15/06 *08*

**M-DCPS PROPOSAL #45A  
COUNTER PROPOSAL TO UTD #4**

**ARTICLE XIX - - TEMPORARY INSTRUCTORS/INTERIM TEACHERS**

**Section 7. Emergency/Pool Temporary Instructor Salary Schedule - (AS)**

Effective the first day of the school year, emergency, paraprofessional and pool temporary instructors pay rates shall be as follows:

***TEMPORARY INSTRUCTORS' SALARY SCHEDULE (AS)***

	<u>2006-2007</u>	<u>2007-2008</u>
Pool	\$116	<u>\$120</u>
Temporary Instructor - Degreed	91	<u>94</u>
Temporary Instructor - Associate Degree	67	<u>69</u>
Paraprofessional (High School or Equivalent)	58	<u>60</u>

Emergency temporary instructors who teach for regular full-time Exceptional Student Education (ESE) teachers, except Gifted, or who teach at an Alternative Education site, as identified by an asterisk (\*) in Article XXV, Section 2, shall be paid an additional \$16 per day. This compensation shall be increased to \$17 per day effective the first day of the regular 2007-2008 school year.

11/15/06 *lla*  
11/15/06 *088*

**M-DCPS PROPOSAL #39 - Revised  
COUNTERPROPOSAL TO UTD #27**

**ARTICLE XX -- TEACHING CONDITIONS**

**Section 3. Workday**

**J. Compensatory Time**

Bargaining unit members assigned to the Office of Professional Development and ~~Career Advancement, Department of Parent and Family Education, Office of Intergovernmental Affairs, Grants Administration and Community Services, Office of Student Services, Schools of Choice, Office of Early Childhood Education and the Office of Curriculum Support,~~ Project TRUST Specialists, or group counselors in the senior high schools whose jobs require evening and/or Saturday work hours scheduled by their supervising administrator to implement specific teacher inservice programs and/or parent education activities, shall be entitled to receive compensatory time at the rate of one hour for each hour worked. A maximum of 30 hours may be accrued and may not be carried over to a new fiscal year. However, instructional staff assigned to the Office of Professional Development may accrue up to the equivalent of two weeks of compensatory time. The accrued time may not be carried over to a new fiscal year. Compensatory time unused at the end of the fiscal year shall be paid.

**K. Flexible Hours**

4. Instructional employees assigned to the Office of Professional Development may modify their work schedules with written approval of the site administrator. The adjustment of the work day schedule, but not overall daily working hours, is to provide specific inservice and professional development programs.

11/14/06 kw  
OSR 11/14/01

**M-DCPS PROPOSAL #5 - Revised**  
**ARTICLE XX - - TEACHING CONDITIONS**

**Section 5. Planning/Preparation Days**

- A. Elementary teachers of special education students shall dismiss their classes on preparation days on the same basis as all other elementary teachers.
- B. In order to provide preparation time for elementary teachers, pupils in the elementary schools shall be dismissed one hour early one afternoon a week, using Wednesday for this purpose. With at least one week's prior notification, one early Wednesday dismissal a month may be used for professional development. When teachers are required to participate in professional development they shall receive Master Plan Points.
- C. The principal or immediate supervisor shall assist employees in utilizing employee preparation days by providing materials and other instructional data requested by the faculty and/or individual teachers, as soon as possible, prior to the date of the employee preparation days.
- D. Days designated in the school calendar as planning/preparation days, pre- or post-planning days, or teacher workdays shall be elsewhere referred to as teacher planning/preparation days and shall not be used for area or county meetings, except as designated on the school calendar.
- E. With the exception of the two planning/preparation days as designated by the Calendar Committee for full-day professional development, effective for the 2007-2008 school year, the majority of time during the teacher planning/preparation days is to be used by the employee, who may choose from among the following activities: instructional planning, recording of grades, and reviewing student cumulative folders and/or instructional material or activities. When teachers are required to participate in professional development they shall receive Master Plan Points.

11/15/06 *ka*

11/15/06 *g*

**M-DCPS PROPOSAL #7 - Revised**  
**ARTICLE XX - - TEACHING CONDITIONS**

**Section 7. Planning/Preparation Periods**

- A. As a part of the workday, all secondary teachers, shall have one uninterrupted planning/preparation period daily of no less than one teaching period.
- B. Classes shall not be combined in order to provide teachers with uninterrupted preparation periods.
- C. Uninterrupted preparation/planning time is not to be used for faculty meetings or other such compulsory meetings, except in cases of emergency or by mutual agreement of the faculty and the principal.
- D. In elementary schools, whenever a specialist, i.e., music, art, physical education, is in charge of a class, the classroom teacher shall be entitled to leave the classroom and use this time for planning. To the extent possible, such planning time shall be in uninterrupted segments.
- E. As a part of the workday work week, all elementary teachers, including art, bilingual, music, physical education, library/media specialists, and any other special teachers at the elementary level, shall be provided appropriate time for planning five hours per week for planning/preparation.

11/14/06 *Ra*  
11/14/06 *SB*

**M-DCPS PROPOSAL #9 - Revised**  
**ARTICLE XX - - TEACHING CONDITIONS**

**Section 10. Alternative Planning Days/Work Year**

Employees shall have an opportunity to select an alternative planning day/work year schedule when developed by the Calendar Committee and approved by the Board.

Effective the ~~1999-2000~~ 2007-2008 school year, the number of planning/preparation days available for opting will be limited to ~~no more than five~~ four days as determined by the Ad-Hoc Calendar Committee.

Effective for 2007-2008 school year and thereafter, the Calendar Committee shall also designate two teacher planning/preparation days that shall not be available for opting and shall be used for full-day professional development.

11/15/06 Klu

11/15/06 O

**M-DCPS PROPOSAL #2 - Revised**  
**ARTICLE XX - - TEACHING CONDITIONS**

**Section 11. Teacher-Parent Communication**

- A. Teacher-parent conferences contribute greatly to improving the public school's relationship with the community which each school serves. The Board and the Union agree that improving the public school's relationship with the community and the public in general serves the best interests of students and citizens. Effective teacher-parent communication aids in contributing to and maintaining the public's commitment to public education. The Board recognizes its responsibility to facilitate teacher-parent communication through methods such as, but not limited to, provision of translators (including other teachers who can serve in this capacity) for non-English speaking parents, sufficient telephone lines, available extensions within teacher work areas, business cards, and released time for conferences, when necessary. The Board and the Union agree to explore new methods of communications technology to enhance teacher-parent communication. Additionally, the parties agree to develop a teacher-parent communication program at schools representing each instructional level (i.e., elementary, middle, senior) whose focus shall be the development of innovative techniques for enhanced teacher-parent communication.
- B. The Board and the Union encourage all teachers and parents to continue to engage in teacher-parent conferences for all students. Teachers are encouraged to initiate teacher-parent contacts, when, in their professional judgment, such contact would enhance student performance. Teachers will make a reasonable effort to respond to parental requests for a parent conference in a timely manner. The principal of the school shall assist in arranging teacher-parent conferences.
- C. It is agreed that, in order to provide consistency in implementing these provisions throughout the district, the following guidelines shall apply and be included in each school's faculty handbook and discussed thoroughly with members of the administrative and instructional staffs during preparation days prior to the opening of school each year:
1. Teacher-parent conferences shall occur when students begin to display a consistent pattern of disruption, or when students demonstrate unacceptable academic achievement through failure to exert sufficient effort. The principal will exclude from class, for a period not to exceed 10 days, a student who has displayed a consistent pattern of disruption until a teacher-parent conference is held or until the principal determines such a conference cannot or need not be held.
  2. Written or telephone communication may be appropriate alternatives for a teacher-parent conference. A student progress report constitutes written communication.
  - 3.
  - 4.
  - 5.

11/15/06 KA  
11/15/06 OS

D. Extended Afternoon and Evening Conferences/Activities

In order to meet the varying needs of parents and students, opportunities for positive parent school relationships during afternoon and evening conferences shall be provided. Teachers are required to attend and participate in these afternoon and evening conferences. The following shall apply:

1. Early Release Afternoon

- A. During one (1) half-day afternoon each semester, students will be released early in order for teacher to meet and confer with parents.
- B. The early release dates will be identified by the Calendar Committee.
- C. Each instructional level for students will be scheduled on different dates in order to offer greater access to parents who have students in multiple levels.
- D. On days that students are being released early, parent conferences shall be scheduled for the remainder of the normal workday for teachers. The scheduling of these conferences will not be the responsibility of the teacher.
- E. If the available time is not fully utilized for conferences, then the teacher shall use the remaining time for instructional planning and preparation.
- F. In situations where time or circumstances do not allow parents to attend scheduled afternoon conferences, teachers and parents should continue to access and engage in parent conferences as provided for in the teacher contract (Article XX, Section 11(B)).

2. Evening Conferences/Activities

- A. One evening for parent conferences will be provided in the Spring semester. If funds are available, at the discretion of the Superintendent, two evenings for parent conferences will be provided, one during the Fall semester and one during the Spring semester.
- B. The hours for these conferences shall be 4:30 - 8:00 p.m. on different dates for each instructional level, as determined by the Calendar Committee.
- C. Beginning in the Spring of the 2006-2007 school year, instructional employees will be paid for evening conference hours in accordance with the AU Salary Schedule.
- D. In 2007-2008 and subsequent years, teachers may choose to accrue one-half opt day or receive hourly pay in accordance with the AU Salary Schedule for each evening conference.
- E. The scheduling of the conferences/activities will not be the responsibility of the teacher.

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- F. If the available time is not fully utilized for conferences, then teachers shall use the remaining time for instructional planning and preparation.
- G. In situations where time or circumstances do not allow parents to attend the scheduled evening conferences/activities, teachers and parents should continue to access and engage in parent communication and conferences as provided in the contract, Article XX, Section 11(B).

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**M-DCPS PROPOSAL #4 - Revised**  
**ARTICLE XXI - - EMPLOYEE RIGHTS AND DUE PROCESS**

**Section 2. Employee Rights**

**C. Family Relationships**

Permanent employees of the school system shall not be prohibited from working at the same work location because they are members of the same family. In addition, the Board agrees the employees who wish to enroll their children at the same worksite where they are employed shall not be prohibited from doing so, subject to the approval of the ACCESS Regional Center Assistant Superintendent. Approval will not be arbitrarily denied. Denials based on special entry requirements or excessive overcrowding at the location will not be considered arbitrary. Children of employees who are unable to enroll at the employee's worksite for any reason shall be eligible to enroll at an adjacent school, with the approval of the Regional Center Superintendent.

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**M-DCPS PROPOSAL #51  
COUNTER TO UTD PROPOSAL #32**

**ARTICLE XXI - - EMPLOYEE RIGHTS AND DUE PROCESS**

**Section 2. Employee Rights**

**J. Safety**

**3. Accident Reports**

In the event an employee is involved in an accident or injury, an accident report will be completed and distributed, as prescribed by administrative directives. A copy of the accident report shall be provided to UTD.

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**M-DCPS PROPOSAL #40  
COUNTERPROPOSAL TO UTD # - 29**

**ARTICLE XXIII - - UNION RIGHTS**

**Section 2. Union Meetings**

- E. A Union-designated representative shall be allowed 10 minutes ~~at~~ during any required faculty meeting to report on matters involving employee and Union activities.

**Section 3. Union Activities at Work Locations**

- C. Union staff, as well as other Union designated representatives, will be permitted access to any school system facility for the purposes of conferring with the building principal or work location supervisor, administering this Contract, conducting Union elections, conducting Contract ratification votes, membership solicitation, and meetings with employees, provided that such access does not interfere with the direct instruction of students and provided that the steward or UTD staff person/designated representative notifies the office of his/her presence at the work location.
- D. The building steward shall have access to the work location public address and closed circuit television system for the purpose of communicating with members of the bargaining unit, so long as such utilization does not interfere with the direct instruction of students.
- E. The Union, Union designated representatives, and Union building stewards shall have access to the work location e-mail for the purpose of communicating with members of the bargaining unit, so long as such utilization does not interfere with the direct instruction of students and in accordance with Board Rules regarding E-Mail in effect at time of ratification.
- Members of the bargaining unit shall have access to the Union web page (www.UTD.org) from each work location.
- E. E. The Union reserves the right to endorse up to two insurance carriers, third-party administrators, or union benefits program. A UTD endorsement authorizes the endorsed carriers/administrators, or union benefit programs to:

**Section 4. Time for Union Representatives**

Union building stewards and officers assigned to work locations shall be exempt from homeroom responsibilities in order to assist in the orderly implementation and administration of this Contract, except where the homeroom period is part of a regular teaching period. In such cases, the principal shall designate another time period, equal in duration to the homeroom portion of the period, for this purpose. Whenever possible, secondary building stewards' planning periods will be scheduled to coincide with the regular school lunch period.

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Building stewards, including adult center building stewards, officers and lead stewards, assigned to work locations, shall be permitted to leave the work location when students are dismissed in order to attend official meetings of the Council of Building Stewards. Additionally, building stewards and officers who are employed in adult evening programs as Teachers, Paraprofessionals, Office Employees, and School Support Personnel shall be allowed to leave the work location up to two (2) hours before the start of official meetings of the Council Building Stewards except in instances where it would adversely affect the operation of the program.

In order to expedite the implementation of this Contract at the work-site level, the Superintendent and the UTD President or Designee, by mutual agreement, will schedule a joint meeting of principals, stewards, and officers for the purpose of conducting joint Union-management training and/or informational sessions.

#### **Section 5. Bulletin Boards**

- A. At least one bulletin board shall be reserved at an accessible place in the employees' lounge for the exclusive use of the Union for purposes of posting material dealing with Union business. In the School Board Administration Buildings, one bulletin board will be provided on each floor.

#### **Section 14. Exclusivity Rights**

- J. The parties agree that all electronic mail (E-mail) generated at the District level directed to teachers, paraprofessionals/associate educators/school support personnel and/or clerical staff ~~shall be given to the appropriate personnel by the supervising administrator or his/her designee as soon as possible~~ also be sent to a designated UTD representative immediately.

#### **K. Closed Circuit Television**

The parties agree that the building steward shall have access to the work location closed circuit television system during selected air-times for school-wide announcements for the purpose of communication with members of the bargaining unit. Such access to the closed circuit television system should occur before the first bell for students and/or after the last bell for students in the afternoon. Union access to the closed circuit television system shall not interfere with direct instruction to students.

Individual employees, persons not assigned to the worksite, and minority/rival unions shall be prohibited from use of the closed circuit television system.

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## M-DCPS PROPOSAL #52

### ARTICLE XXIII - - UNION RIGHTS

#### Section 7. Contract Implementation/Professional Development Days

The Board agrees to authorize for each year of the contract the establishment of a pool of ~~4,500~~ 2,500 contract implementation/professional development days of temporary duty assignment with pay to be utilized by employees selected by the Union for matters relating to increasing competencies necessary to the effective and orderly implementation of this Contract, as well as matters relating directly to the professionalization of teaching/education, and continued promotion of harmonious and cooperative relationships between the Board and the Union. Use of these days shall not be approved unless there is three days advance notice, in writing, to the supervising administrator, with a copy to the Chief Personnel Officer. No more than six unit members may be on full-time release at any given time. Use of these days for full-time release of unit members shall not be approved unless there is a 20-calendar day advance notice, in writing, to the supervising administrator, with a copy to the Chief Personnel Officer. Exceptions to this Provision must be approved by the Chief Personnel Officer.

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**M-DCPS PROPOSAL #17A - Revised**  
**ARTICLE XXIV - - CREDENTIAL PAYMENT**

**Section 3. General Agreements**

Credential payments, as stipulated in Appendix E, shall be available to employees who occupy instructional positions listed in Appendix F, Instructional Job Titles, in accordance with the following provisions:

**C. Effective Dates**

1. The effective date for implementation of the credential payment salary schedule shall be the date of the quarter (January 1, April 1, July 1, or October 1) after completion of eligibility requirements, as indicated on the transcript by the issuing university; or the beginning of the pay period following issuance of the degree, as indicated on the transcript by the issuing university, whichever is earlier.

**D. Eligibility**

1. Employees who hold or obtain an advanced degree in the subject matter field/position to which they are assigned or in which they are certified shall be eligible, except as noted below.
2. Employees who hold an advanced degree may qualify by virtue of 15 graduate semester hours (or the equivalent) in the subject matter field/position to which they are assigned or in which they are already certified.
  - a. Employees who are eligible for the credential payment in one subject field, but who are not teaching in that field, will receive the credential payment, if they have met the above requirement. ~~However, when the employee is offered a position in the school system in the subject field of eligibility for the credential payment, the employee must accept the position offered or lose the credential payment.~~
  - b. ~~Employees with advanced degrees in library science or guidance and counseling, but who have never been appointed as media specialists or guidance counselors, must hold or obtain 15 graduate semester hours or the equivalent in their teaching field in order to be eligible for the credential payment.~~

**Section 5. Degrees and Course Work Defined as Infield**

- A. Teachers at the elementary school level (including specialists, such as music, art, and physical education teachers, as well as regular classroom teachers).
  1. Advanced degree(s) in elementary education, primary education and/or early childhood education;

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4. Guidance and Counseling Courses - Up to ~~six~~ fifteen semester hours in guidance and counseling.
5. Media Specialist courses - Up to fifteen semester hours in the area of media specialist.

B. Teachers at the Secondary Level

Advanced degree(s), and/or courses in specific subjects by name (for example):

3. Media Specialist courses - Up to fifteen semester hours in the area of media specialist.
4. Guidance and Counseling Courses - Up to fifteen semester hours in guidance and counseling.

G. School Psychologists

1. Advanced degree(s) in psychology or school psychology.

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**M-DCPS PROPOSAL #45B  
COUNTER PROPOSAL TO UTD #4**

**ARTICLE XXV - - INCENTIVE PAY PLANS**

**Section 2.     Alternative Education Stipend**

To be eligible to receive this stipend, a teacher must be employed at the following alternative education sites and must receive an acceptable annual evaluation. The stipend shall be prorated as to the portion of the contract year employed in this capacity. Paraprofessionals and school support personnel who work full-time in the alternative education sites shall receive a stipend equivalent to one-third of the stipend paid to teachers prorated as to the portion of the contract year employed in this capacity. Office employees who work full-time in alternative education sites shall receive a stipend equivalent to one-fourth of the stipend paid to teachers prorated as to the portion of the contract year employed in this capacity. To be eligible to receive this stipend, an Office Employee must receive an acceptable annual evaluation.

Stipend (Teacher)	Stipend (Paraprofessional/ School Support Personnel)	Stipend (Office)
\$1,217	\$401	\$305

**Alternative Education Sites:**

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>- Academy for Community Education</li><li>- <u>Alternative Education Outreach*</u></li><li>- Better Outlooks</li><li>- COPE Center (North and South)</li><li>- <del>Dade Halfway House</del></li><li>- Dade Intensive Control</li><li>- <u>Division of Juvenile Justice Centers*</u></li><li>- <del>Here's Help (North and South)</del></li><li>- In-School Pilot Programs</li><li>- J.R.E. Lee Opportunity School*</li><li>- Jan Mann Opportunity School*</li></ul> | <ul style="list-style-type: none"><li>- Juvenile Justice Center*</li><li>- Kendall Stay Center</li><li>- MacArthur North and South*</li><li>- Miami Try Center</li><li>- Pre-Trial Detention Center*</li><li>- <u>The 500 Role Model Academy of Excellence*</u></li><li>- <del>The Miami Bridge</del></li><li>- <del>The Village South</del></li><li>- <del>VIP Program</del></li><li>- Other Alternative Education Sites As Designated by the Board*</li></ul> |
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**M-DCPS PROPOSAL #18**  
**ARTICLE XXV -- INCENTIVE PAY PLANS**

**Section 3 . Critical Staff Shortage**

- A. The Board and the Union agree to review, annually, employment needs and trends to determine if there are anticipated full-time teaching assignments in critical staff shortage areas. The annual review will identify, on or before March 1 of the current year, full-time teaching areas for which newly-hired teachers in the subsequent year will be given a one-time only stipend and the amount of such stipend which they shall receive after the end of their initial year of service, prorated as to the portion of the contract year employed. Interim teachers are excluded from this Provision. For the term of this Contract, the stipend shall be ~~\$1,000~~ \$1,200, unless modified by mutual agreement.
- B. Teachers from other school districts or states hired in any of the critical staff shortage areas may bring in all years of experience or begin at Step 2, whichever is greater, for salary purposes. New teachers hired, without experience, in critical shortage areas will begin at Step 2 for salary purposes. Effective for the 2007-2008 school year, employees hired in critical staff shortage areas will be hired on Step 1 of the salary schedule.

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**M-DCPS PROPOSAL #44A**  
**ARTICLE XXV - - INCENTIVE PAY PLANS**

**Section 3. Critical Staff Shortage**

**C. Speech/Language Pathologists and Audiologists**

1. Qualified Speech/Language Pathologists and Audiologists who possess a Bachelor's degree in the subject area of Speech/Language Pathology and/or Audiology and provide services in the area shall receive a \$2000 pro-rated salary incentive.
2. Qualified Speech/Language Pathologists and Audiologists who possess a Master's degrees or higher in Speech/Language Pathology and/or Audiology and provide services in the subject area shall receive a pro-rated salary incentive of \$4000.00. Additionally, those Master's level Speech/Language Pathologists and Audiologists who also possess an American Speech and Hearing Association (ASHA) Certificate of Clinical Competency (CCC) shall receive an added \$1000.00 salary incentive.
3. Speech/Language Pathologists and Audiologists who are hired to work on an hourly basis shall be compensated at a rate of \$50.00 per/hour.
4. These critical staff shortage incentives and provisions apply only to Speech/Language Pathologists and Audiologists who provide direct services to students.

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**M-DCPS PROPOSAL #29 - Revised  
COUNTER PROPOSAL TO UTD #7**

**ARTICLE XXV -- INCENTIVE PAY PLANS**

**Section 5. Tuition Reimbursement For Certificated Employees**

- A. Effective the Fall semester of the 2006-2007 school year, A all full-time certificated employees, including pool temporary instructors, but excluding temporary instructors and interim teachers, shall be eligible to receive tuition reimbursement payments for up to nine graduate semester hours (or the equivalent in quarter hours), per year, from an accredited institution of higher learning at a rate not to exceed ~~\$430~~ \$150 per semester hour up to a total of 36 graduate semester hours leading to an advanced degree in a subject field and/or Teacher Leadership Program, as established in Credential Payment Guidelines (Article XXV).

Effective the Fall semester of the 2007-2008 school year, the maximum graduate credits per year for reimbursement shall increase to twelve (12).

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**UTD Counter to M-DCPS PROPOSAL #10 - - Parts I & II**  
**ARTICLE XXVI - - PROFESSIONALIZATION OF TEACHING/EDUCATION**

**Section 7. Secondary School Reform Initiative (SSRI)**

Secondary School Reform is an initiative to fundamentally restructure secondary schools to more effectively meet the needs of all students. The Miami-Dade County Public Schools (M-DCPS) reform effort involves organizing secondary schools into smaller learning entities called "learning communities" or "learning academies." These learning communities/academies are characterized by inter-disciplinary teams of teachers who share the same students and planning time. Each learning community or academy will focus on a theme combined with work experience or mentoring.

**I. District Implementation**

- A. Year I - In 2006-2007, 11 senior high schools have initiated the new reform plan.**
- B. Year II - In the Spring of 2007 and each subsequent school year, all senior high schools will be given the option to implement/continue the SSRI for the subsequent school year. The number of schools participating may be limited by available funding. Unless specifically modified, the provisions of the 2006-2007 SSRI implementation will remain in effect.**
- C. Once 80% of all high schools have elected to implement/continue the SSRI for a particular school year, the SSRI will be the high school model for the District in subsequent school years.**

**II. Professionalization of Teaching/Education - - Joint Committees**

In order to meet the goals of SSRI, the parties agree to establish a joint district level SSRI Oversight Committee.

**District SSRI Oversight Committee -- This committee shall be composed of the Deputy Superintendent for Curriculum and Instruction or designee and the UTD President or designee, the Dade County Council PTA President or designee, two (2) Regional Center representatives, six (6) Cohort I administrators, eight (8) representatives selected annually by the UTD President, and a business and community representative.**

The duties of the Oversight Committee shall be to:

- assist in monitoring progress of SSRI schools in meeting district goals;
- meet with SSRI schools to explore new ideas and concepts;
- serve as an advisory resource to SSRI schools;
- provide a forum to discuss problems and/or concerns;
- identify qualitative improvements in SSRI schools that reflect successful implementation of strategies;
- make data-driven decisions to improve student performance indicators;
- review and evaluate plans of future SSRI schools for alignment with district strategic plans; and
- collaborate with the business community to facilitate the development of mentoring and/or work experience opportunities;

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- assist secondary schools in creating reform plans based on the unique characteristics of the school sites;
- identify model SSRI sites as demonstration schools for visitation;
- create training modules for pre-plan development;
- design professional development activities to assist in the implementation of plans; and
- authorize each school site to appoint a school-site preparation/plan subcommittee.

Additionally, each senior high school will establish a school site Secondary School Reform Subcommittee that will meet during the work day. Administrators shall provide coverage for employees to participate during the work day. Each school site subcommittee will be composed of a maximum of fifteen (15) members. Required members include the principal, a UTD building steward selected by the stewards at the school, the PTA President, a representative from each feeder pattern middle school, a business/community member, and the remaining members shall be elected by the faculty to include any of the following: departmental representatives, media specialists, paraprofessionals, counselors, coaches, and etc.

The role of the subcommittee is to:

- complete a self-assessment of demographic and student achievement data;
- participate in district provided SSRI professional development sessions;
- plan and coordinate site visitations to model SSRI demonstration sites and Cohort I schools;
- coordinate articulation with feeder pattern middle schools for transitioning and curriculum alignment;
- collaborate with faculty, the community, and other stakeholders to develop the plan;
- draft and create a school site SSRI plan;
- identify available community resources to support the plan;
- submit plan to the District SSRI Preparation and Planning Committee for review and feedback; and
- unless specifically modified, the provisions of the 2006-2007 SSRI implementation will remain in effect.

III. The waiver process for implementation or continuation of the SSRI will require at least 66% of the teachers present and voting affirmatively using secret ballots. The vote will be noticed at least five working days prior to the vote taking place at a regularly scheduled faculty meeting.

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## ~~Dade Academy for the Teaching Arts (DATA)~~

~~The Dade Academy for the Teaching Arts (DATA) has been established for the purpose of stimulating professional growth. DATA provides teachers with the opportunity to participate in a planned program of seminars, clinics, externships, and independent study. Its major objectives are to: update and expand content/subject area knowledge, broaden professional perspectives, and refine and enhance instructional skills. The parties encourage participation in the DATA program by eligible teachers and agree to pursue making this opportunity available to elementary, as well as secondary level teachers, subject to available funding.~~

### ~~A. DATA - Secondary Definitions~~

#### ~~1. Dade Academy for the Teaching Arts (DATA)~~

~~A M-DCPS/UTD professional development program for teachers which incorporates a mini-sabbatical concept and is designed to energize, revitalize, and enhance the professionalization of teachers.~~

#### ~~2. Extern Teacher~~

~~A classroom teacher who is selected to participate in the DATA professional development program for a nine-week period.~~

#### ~~3. Resident Teacher~~

~~A teacher who is selected for assignment to the DATA staff. In addition to teaching classes, the Resident Teacher will conduct seminars, function in a mentoring capacity to the Extern Teacher, coordinate clinical teaching sessions, and participate in the development and evaluation of the DATA program.~~

#### ~~4. Adjunct Teacher~~

~~An appropriately-certified teacher who is selected to assume teaching responsibilities at the home school of the Extern Teacher who is participating in the nine-week DATA program.~~

#### ~~5. DATA School-Site Principal~~

~~The M-DCPS school-site administrator who, in addition to being responsible for the overall management and supervision of the school, is also responsible for incorporating DATA into the total school program.~~

#### ~~6. DATA Home School Principal~~

~~A principal whose teachers are involved in the DATA program as Extern Teachers or Resident Teachers.~~

#### ~~7. DATA Teacher-Director~~

~~The DATA shall have a Teacher-Director appointed annually who will coordinate the DATA program.~~

### ~~B. DATA - Secondary Participants/Staff Rights and Responsibilities~~

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- ~~1. DATA participants' and staff rights shall be governed by the M-DCPS/UTD contract, except as otherwise stipulated in this Section.~~
- ~~2. DATA participants and staff shall be considered on temporary assignment and shall be entitled to the same contractual rights and benefits as employees on leave, as well as other rights/benefits stipulated in this Section.~~
- ~~3. Extern Teachers~~
  - ~~a. The Extern Teacher is selected to participate in DATA for a nine-week period.~~
  - ~~b. For purposes of orientation and professional development, Extern Teachers who participate in the DATA training program during the school year's first nine-week period may receive two additional days of employment prior to the beginning of the regular school year at the individual's actual daily rate.~~
  - ~~c. Extern Teachers shall be free of responsibilities at the home school while attending DATA.~~
  - ~~d. Extern Teachers receiving supplements for duties assigned during the school day at their home school assignment, including the sixth-period supplement, shall continue to receive such supplements during the period of externship. Extern Teachers shall have the option of continuing to cover supplemental activities at their home school.~~
  - ~~e. Extern Teachers shall have the option to resume responsibility for all previously assigned teaching assignments and supplemented positions upon return to the home school.~~
- ~~4. Resident Teachers~~
  - ~~a. The Resident Teacher shall be a 10-month contract teacher with DATA summer employment, and assignment shall be on an annual basis.~~
  - ~~b. Resident Teachers shall be exempt from the application of surplus transfer criteria.~~
  - ~~c. The schedule for Resident Teachers teaching disciplines other than English shall be three teaching periods, one planning period, and two DATA periods (three periods in the seven-period day).~~
  - ~~d. The schedule for Resident Teachers teaching English shall be two teaching periods, two planning periods, and two DATA periods (three DATA periods in the seven-period day).~~
  - ~~e. Resident Teachers electing to teach an additional period, which would extend the workday, shall be compensated in accordance with contract provisions governing the sixth-period supplement.~~
  - ~~f. Resident Teachers shall have the option to resume responsibility for all previously assigned teaching assignments and supplemented positions upon return to the home school, provided that the DATA assignment has not exceeded one year.~~

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- ~~g. The Resident Teacher shall receive an annual salary supplement while serving in this capacity, as stipulated in Appendix E.~~

~~5. Adjunct Teachers~~

- ~~a. Adjunct Teachers shall be assigned to DATA for one school year.~~
- ~~b. Adjunct Teachers shall have the option to resume responsibility for all previously assigned teaching assignments and supplemented positions upon return to the home school, provided that the DATA assignment has not exceeded one school year.~~
- ~~c. The Adjunct Teacher shall receive an annual salary supplement while serving in this capacity, as stipulated in Appendix E.~~

~~G. DATA - Secondary Committee~~

- ~~1. There shall be established a M-DCPS/UTD DATA Committee which shall: select Extern, Resident, and Adjunct Teachers; assure orderly and equitable implementation of DATA; establish additional guidelines and definitions, as may be necessary; and recommend to the Professionalization of Teaching Task Force any changes/additions in subject areas to be included in the program.~~
- ~~2. The DATA Committee shall consist of six persons: three persons appointed by the Superintendent and three persons appointed by the UTD President or Designee.~~
- ~~3. The DATA Committee shall study the issue of attracting and retaining bargaining unit members in Resident and Adjunct positions and develop recommendations in this regard.~~
- ~~4. A manual detailing the structure and operation of the DATA program shall be developed by the DATA Committee and is, by reference, incorporated and made a part of this Contract.~~

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**M-DCPS PROPOSAL #43 - Revised**  
**Article XXVI - - PROFESSIONALIZATION OF TEACHING/EDUCATION**

**Section 23. Teacher Participation in Principal/Assistant Principal Selection and Assessment**

**A. Selection**

The parties agree that the each screening/interview committee convened by the Division of Management Selection Office of Administrative/Professional and Technical Staffing for the purpose of screening/interviewing candidates for principal and assistant principal positions shall include two one teachers elected by the total faculty of the affected school, pursuant to Board Rule 6Gx13- ~~4A-1.13~~ 4A-1.161, which is incorporated by reference. These provisions shall not impact the Superintendent's authority with regard to direct appointment and/or reassignment. In addition, it is agreed that the Superintendent's Review Committee for such positions shall include one teacher elected by the total faculty of the affected school.

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**M-DCPS PROPOSAL #12 - Revised**  
**ARTICLE XXVI -- PROFESSIONALIZATION OF TEACHING/EDUCATION**

**Section 31. Standardized Testing/Assessment of Educational Progress**

The parties recognize that standardized testing can be a helpful tool for assessing the progress of students and the performance of schools; however, it is also understood that optimum assessment requires a wide range of other indicators. Accordingly, ~~the ad hoc committee established to study assessment of educational progress shall develop recommendations regarding current procedures and guidelines and submit them to the Planning/Oversight Subcommittee of the Professionalization of Teaching Task Force. Interested school sites will be encouraged to develop and pilot alternative assessment programs.~~ Accordingly, the District and the Union shall jointly develop and implement a system of assessments based on state standards to guide instruction in order to optimize student performance.

Teachers will not be required to administer standardized tests not listed on the District's testing calendar.

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**M-DCPS PROPOSAL #41 - Revised 2  
COUNTERPROPOSAL TO UTD #30**

**ARTICLE XXVIII - SCHOOL IMPROVEMENT ZONE**

**Section 1. Preamble**

The School Improvement Zone (SIZ) is a differentiated approach to public education that promotes high achievement while eliminating low student performance. A structured curriculum, innovative instructional strategies and intervention initiatives are essential to accomplish this goal. To effectively implement the curriculum and instructional strategies, an extended day and an extended school year are necessary. Additionally, a rigorous agenda of professional development for teachers is required; this will compliment the instructional strategies and curriculum. The Board and the UTD have agreed to the following Contract provisions which apply specifically to members of the bargaining unit assigned to the SIZ. All other written provisions of the Contract not in conflict with this Article shall remain in full force and effect.

~~Beginning in the 2004-2005 school year, t~~ The School Improvement Zone will consist of 39 schools. Once a school has been designated as a SIZ school, it will remain a SIZ school for a minimum of 36 months. Any school that receives the grade of "F" will automatically be eligible to be added, by the Board, to the SIZ. The parties must agree to add any other schools.

**Section 2. Work Year**

~~During the 2004-2005 partial implementation year, the work year will be extended by five days; for student instruction, as agreed to by the parties:~~

~~Beginning in the 2005-2006 school year, t~~ The work year at SIZ schools will be extended to include 10 additional days for all employees assigned to SIZ schools as agreed to by the parties. Seven of these days will be for student instruction and three will be used for professional development. Beginning with the calendar for the 2006-2007 school year and each year thereafter, the SIZ calendar shall be developed by the M-DCPS/UTD Joint Calendar Committee.

**Section 3. Work Day**

The work day for teachers at SIZ sites shall be eight hours and five minutes at the elementary level and eight hours and 20 minutes at the secondary level. Teachers will be obligated to these additional work hours.

For secondary school teachers, the work day shall include six teaching periods, one planning period and one academic improvement period. For elementary school teachers, the work day shall be as described in this contract with the addition of one academic improvement period.

The academic improvement period supports both remedial and enrichment activities and is to be assigned to all personnel holding an instructional certificate. The academic improvement period has smaller classes and utilizes instructional strategies that are different than those used in the regular class. The academic improvement period shall not be used for credit recovery and is not a continuation of regular classes. Teachers will not be formally observed during this period, nor is a formal traditional lesson plan required.

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The duty-free lunch period shall consist of at least 45 minutes for all teachers.

All SIZ elementary schools will begin at 8:30 a.m. for students. K-1st grade students will be dismissed at 3:00 p.m. and 2<sup>nd</sup> -5<sup>th</sup> grade students will be dismissed at 4:00 p.m. However, on Wednesdays all students will be dismissed at 3:00 p.m. This time will be used by teachers for collaborative planning.

All SIZ secondary school students will be released one hour early on Wednesdays. This time will be used by teachers for collaborative planning.

In all SIZ schools, the principal or designee may use one Wednesday per month as one of the two authorized monthly faculty meetings.

Employees on the AS Salary Schedule shall not be required to work the extended day except in an emergency where they will be compensated at the minimum rate on the AT Salary Schedule.

#### Section 4. Academic Freedom

Instruction at SIZ schools shall focus on K-12 literacy in all content areas. Additionally, instruction in literacy, writing, mathematics, and science shall be research-driven. Instruction in literacy, writing, mathematics, and science shall be implemented with specific curricula, specific teaching strategies, and specific methodologies utilizing uniform textbooks and materials for identified students. All Academic Freedom provisions not specifically modified by the SIZ agreement shall be governed by Article XXII, Section 2 of the M-DCPS/UTD contract.

#### Section 5. Transfers

- A. ~~All teachers currently assigned to SIZ sites will be granted the opportunity to voluntarily apply to transfer out of the SIZ location. SIZ transfer applications must be submitted by December 1, 2004. All transfer requests submitted by December 1, 2004 will be approved. Teachers for whom vacancies and replacements are found will report to their new work locations on January 14, 2005. All teachers for whom vacancies or replacements are not found will be transferred after the end of the school year. All teachers transferring from a SIZ school will be placed in open positions for which they are certified prior to any other transfers being processed, surplus personnel being placed or new teachers being hired. M-DCPS and UTD will jointly develop a placement procedure that integrates teacher choice and seniority for interview and placement purposes.~~
- B. ~~Teachers who choose to remain at SIZ sites for the remainder of the 2004-05 school year will be afforded a second opportunity to transfer at the end of the 2004-05 school year. SIZ transfer applications must be submitted by May 2, 2005. All teachers transferring from a SIZ school will be placed in open positions for which they are certified prior to any other transfers being processed, surplus personnel being placed, or new teachers being hired. M-DCPS and UTD will jointly develop a placement procedure that integrates teacher choice and seniority for interview and placement purposes.~~
- C. ~~Applications to transfer into an open unencumbered position at a SIZ site must be submitted by December 1, 2004. All transfer requests submitted by December 1, 2004 will be approved. Transfers will occur effective January 14, 2005. Teachers who have transferred into SIZ sites will be given until May 2, 2005 of the school year to declare~~

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~~their intent to request transfer back to their previous work locations or ACCESS Centers. Teachers requesting transfer will be given preference to return to their previous work location, if available, or the corresponding ACCESS Center at the end of the 2004-2005 school year. All teachers transferring from SIZ schools will be placed in open positions for which they are certified prior to any other transfers being approved, surplus personnel being placed, or new teachers being hired. M-DCPS and UTD will jointly develop a placement procedure that incorporates teacher choice and seniority for interview and placement purposes.~~

- ~~D A.~~ Beginning with the 2005-2006 school year, teachers assigned to the SIZ will be required to remain in assigned positions and locations for the entire school year. These teachers may request transfers by submitting applications to the school site administrator by the first work day in May. Applications for transfer must be submitted to school site administrators by the first work day in May. Such transfers may only occur after the last day of the school year for teachers at SIZ sites and will be effective prior to the first day of the subsequent school year.
- ~~E B.~~ Article XII, Section 7(A) will be waived for transfers involving SIZ schools for teachers hired prior to January 14, 2005. Teachers newly-hired on or after January 14, 2005 are governed by Article XII, Section 7(A) and will not be eligible for transfer for three years.
- ~~F C.~~ The District will provide all teacher applicants seeking employment a copy of the revised working conditions for SIZ sites.
- ~~G D.~~ All other transfer procedures will be consistent with the transfer policies in the M-DCPS/UTD contract.

## **Section 6. Planning for Teaching and Learning**

## **Section 7. Professional Development**

It is the intention and assumption of this initiative to enhance and build the capacity of teachers by:

- a. working as a whole school - a team of professionals focused on a common goal;
- b. reducing teacher isolation; and
- c. developing and extending effective literacy tools in working with children who are low readers.

Professional Development is the umbrella under which all inservice activities occur. It is a collaborative effort and responsibility of every person who affects student learning and the learning environment.

Each SIZ school will elect a School-based Professional Development Team that will coordinate the opportunities that will be available to teachers at that school. During the 2004-2005 school year, each teacher will be required to participate in 28 hours of professional development activities that will take place outside of the regularly scheduled school hours. These professional development activities must be related to analysis of student data, student achievement, attendance, learning modalities, all other related data and research based literacy strategies for engaging all students. The School-based Professional Development Team will develop a customized professional development plan for the educational staff based on

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available data that has an impact on student learning for implementation in the 2005-2006 school year. The Deputy Superintendent for the SIZ and a representative from UTD will jointly review and approve, annually, the plans for implementation purposes.

Beginning with the 2005-2006 school year, each teacher will be required to participate in 56 hours annually of professional development, which will take place outside of the regular scheduled school hours, based on individual teacher needs as it relates to the analysis of student data. The School-based Professional Development plan will be completed by ~~May 1<sup>st</sup>~~ September 30<sup>th</sup> of each year for implementation in the subsequent school year.

Upon successful completion of the 56 hours at the end of each school year, each teacher will receive a Certificate of Completion that they may use for re-certification and/or as three credits towards their next level of credential pay. This will not preclude the necessity to complete the requirements of a Masters Degree, Specialist Degree or Doctoral Degree.

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**M-DCPS PROPOSAL #21**  
**ARTICLE XXIX -- RATIFICATION AND FINAL DISPOSITION**

- A. It is agreed and understood that this Contract and each of its provisions shall be effective and constitute a legally binding contract upon approval by the Board and ratification by the members of the bargaining unit represented by the Union, pursuant to Florida Statutes, Section 447.309.
- B. Agreements reached on wages, hours, and terms and conditions of employment, subsequent to the approval and ratification of this Contract, shall be incorporated and added to this Contract as an Addendum.
- C. In the event either party does not ratify this Contract, both parties agree to return to the bargaining table for further negotiations. During such negotiations, unit employees would continue to be governed by the current economic agreement.
- D. The terms of this Contract are for three years, provided:
1. The terms and conditions of this agreement, effective July 1, ~~2003~~ 2006, shall continue until midnight, June 30, ~~2006~~ 2009.
  2. ~~This Addendum shall hereafter be fully incorporated into the 2003-2006 contract between UTD and M-DCPS.~~
  3. By service of written notice on the other party, prior to April 1, the ~~wage and health insurance~~ provisions shall be reopened for each subsequent ~~fiscal~~ calendar year.
  4. In the event that the percentage increase/decrease of funding per weighted FTE student provided by the Florida Legislature within the Florida Education Finance Program (FEFP) ~~or the equivalent in discretionary funds or spending flexibility plus discretionary local operating millage and discretionary lottery funds in its Appropriations Act for 2005-2006~~ is inadequate as determined by the School Board, to fund the economic provisions of this Agreement for the 2005-2006 2006-2007, 2007-2008, or 2008-2009 fiscal years, UTD agrees to renegotiate the economic provisions of this Agreement for the 2005-2006 2006-2007, 2007-2008, or 2008-2009 fiscal years, as applicable, if requested by the School Board. During such negotiations, unit employees would continue to be governed by the current economic agreement for the applicable fiscal year. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal.

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This Contract shall continue in full force and effect until June 30, ~~2006~~ 2009.

Dated at Miami, Florida, this ~~17<sup>th</sup> day of August, 2005.~~

**THE SCHOOL BOARD OF  
MIAMI-DADE COUNTY, FLORIDA**

**UNITED TEACHERS OF DADE**

\_\_\_\_\_  
Agustin J. Barrera  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karen Aronowitz  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Perla Tabares Hantman  
Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rudolph F. Crew, Ed.D  
Superintendent of Schools

\_\_\_\_\_  
Date

Approved As To Form

\_\_\_\_\_  
School Board Attorney

\_\_\_\_\_  
Date

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**M-DCPS PROPOSAL #19 - Revised**  
**APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY SCHEDULES,**  
**SUPPLEMENTS, AND VARSITY ATHLETICS**

**Section 1. General Provisions**

**B. Salary Schedule Payments/Paydates**

10. Former certificated instructional employees, including retired M-DCPS teachers, who are rehired shall be adjudicated as new hires, or placed on the step of the salary schedule for which they would have been eligible had they been on Board-approved leave, or placed on a step pursuant to the rehire table in Appendix E, Section 1(B)(9) of the 1985-88 MDCPS/UTD Labor Contract, whichever of the three two methods results in the highest step placement equal to that of a continuously employed M-DCPS teacher with the same number of creditable years of M-DCPS experience. Advancement in subsequent years shall be subject to the conditions set forth in Section 2(a) of this Appendix. Rehired M-DCPS retirees will be employed on an annual contract basis.

**Section 2. Criteria for Salary Experience Credit**

- A. For purposes of crediting experience for placement on salary steps under either the AO or CO Salary Schedules, a "year" is defined, in accordance with Florida Statutes, as follows:

- |    |   |          |
|----|---|----------|
| 1. | 10-month employees                      | 99 days  |
|    | 10-month new hires                      | 101 days |
|    | 11.5-month Vocational, Adult            | 118 days |
|    | 11.5-month Vocational, Adult, new hires | 120 days |
|    | 12-month employees                      | 116 days |
2. Days include actual service, including sick leave and holidays, for which compensation was received in any fiscal year.

**B. Experience Credit for Step Placement on AO or CO Salary Schedules**

1. ~~Certificated employees, not covered by provisions in Florida Statutes, Section 4012.33(3)(g) when hired, shall be granted steps of salary experience credit according to the following schedule:~~

~~STEP                      SALARY EXPERIENCE CREDIT~~

<del>1</del>	<del>0</del>
<del>2</del>	<del>1-2</del>
<del>3</del>	<del>3-4</del>
<del>4</del>	<del>5-6</del>
<del>5</del>	<del>7-8</del>
<del>6</del>	<del>9-10</del>
<del>7</del>	<del>11-12</del>
<del>8</del>	<del>13-14</del>
<del>9</del>	<del>15-16</del>
<del>10</del>	<del>17+</del>

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1. The language in this paragraph applies to all hires, or rehires, to the AO-CO Salary Schedule. Effective 2006-2007, certificated employees, when hired or rehired, shall be granted steps of salary experience credit equal to that of a continuously employed M-DCPS teacher with the same number of creditable years of M-DCPS experience, if their experience is applicable.

2. Creditable (applicable) experience for salary purposes is:

a. Each full school year of service in the State of Florida in a district school system as a full-time teacher.

An M-DCPS paraprofessional or associate educator who is hired as a full-time teacher, including interim teachers (3100), shall be placed on the step that reflects half three-quarters their years of service with the District as a Paraprofessional/Associate Educator (e.g., eight years of service equals Step 4 ~~6~~ 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 providing the employee applies for the teaching position prior to the first day of the school year following completion of the degree. Employees holding a Bachelor's degree prior to ratification of the contract must apply for a teaching position prior to the first day of the 2007-2008 school year. Otherwise placement shall be at a step that reflects half their years of service with the District as a Paraprofessional/Associate Educator.

b. Each full year of full-time contract teaching in an accredited college, community college, and/or university.

c. Commencing with the ~~1973-74~~ 2006-2007 school year, each ~~two full years, or major fraction thereof, (i.e. 366 or more calendar days)~~ of U. S. active military service after September 1, 1939, if the person had not served under full-time contract in the teaching profession prior to serving in the Armed Forces, a maximum of two years will be allowed. Salary adjustments as a result of these changes shall be made for the current and subsequent years only.

d. ~~Out-of-state teaching or in-state private school teaching service (with appropriate state certification) of 160 school days in any school year (during the time pupils are in attendance).~~ Commencing with the 2006-2007 school year, U.S. private school teaching service (with documentary evidence of appropriate state certification); or foreign public; or foreign public charter school teaching service; or foreign private school teaching service when proof is presented that the private school is accredited by a U.S. regional accrediting association or by a recognized accrediting agency in that foreign country. The recognized accrediting entity in the foreign country is the Ministry of Education of that country or other body legally sanctioned by the government of the country. Credit may be given provided the employee worked the full academic/calendar year or at least one day more than half the year and worked full-time (as "day" is defined in Appendix E, Section 2, A., 2).

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- e. Each 12 months of work in a trade or business which contributes directly to the effectiveness of one's teaching, if employed as a vocational teacher, ~~in an area in which a degree is not required for initial full-time certification, the submission of verified occupational experience appropriate to the field for which certification is requested shall be allowed as credit for placement on the appropriate salary schedule, as prescribed in Section 1 (a)(1) of this Appendix.~~
- f. Commencing with the 2006-2007 school year, every 24 months of directly related professional full-time work experience if employed as a full-time, non-vocational teacher shall be counted as one year of service. The work experience must have been directly related to the teaching assignment (for example, industrial chemist teaching chemistry, field biologist teaching biology). The experience must have been completed after graduation from an accredited college/university.
- f. g. Each 12 months of social work experience, if employed as a school social worker with required certification (effective 2000-2001 school year).
- g h. Each 12 months of service as a psychologist shall be allowed for certificated school psychologists, if employed as a school psychologist.
- h i. Each 12 months of service as a counselor shall be allowed for certificated counselors, if employed as a school counselor.
- t j. Each 12 months of Physical and/or Occupational Therapist, audiologist, speech language pathologist (SLP) or clinical art therapist experience shall be credited for certificated Physical and/or Occupational Therapists, audiologists, SLPs or art therapists, respectively, if employed in that capacity.
- j k. Each 12 months of service as a media specialist. Said 12 months of service shall include, but not be limited to, corporate/foundation librarian, public librarian (city, county, state and federal) and college and/or university librarian.
- k l. Each 12 months of service as an instructional nurse shall be allowed for registered nurses, if employed as an instructional nurse (effective 2003-2004 school year).
- t m. Each 687 hours or more of part-time teaching for MDCPS on the AT or AU salary schedule during any one fiscal year, if and when employed on a full-time basis, excluding emergency substitute service.
- Commencing with the 2006-2007 school year, E each 687 500 hours or more of part-time teaching in an accredited college, or community college, and/or university during any one fiscal year.
- m n. All employees who have a change in status from AO/CO Salary Schedules to AT/AU Salary Schedules and subsequently return to the AO/CO Salary Schedule shall have their experience while on the AT/AU Salary Schedule credited according to Appendix E, Section 2(B)(2)(i).

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- n o. If a year of teaching is shortened by active U.S. military service, that year of experience shall be credited, provided that this time is not also counted as military service credit.
- o p. Each 12 months of military experience shall be allowed for certificated instructors, if employed as a JROTC Instructor.
- p. ~~Teachers from non-public schools hired in any of the MDCPS designated critical staff shortage areas may bring in all years of experience or begin at Step 2, whichever is greater, for salary purposes. New teachers hired, without experience, in critical shortage areas will begin at Step 2 for salary purposes.~~

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# A0 SALARY SCHEDULE 10-MONTH\*

Schedule 2005-6		Effective July 1, 2006*		Replacement Schedule Effective January 12, 2007		Effective July 1, 2007*		Interim Schedule Effective July 1, 2008*		Replacement Schedule Step 2008-9**	
Step		Step		Step		Step		Step		Step	
1	34,200	1	36,250	1	37,000	1	38,000	1	38,000	1	40,000
2	34,371	2	36,431	2	37,111	2	38,190	2	38,190	2	40,400
3	34,543	3	36,613	3	37,222	3	38,381	3	38,381	3	40,804
4	34,716	4	36,796	4	37,334	4	38,573	4	38,573	4	41,212
5	34,889	5	36,980	5	37,446	5	38,766	5	38,766	5	41,624
6	35,064	6	37,351	6	37,558	6	38,960	6	38,960	6	42,040
7	35,239	7	37,538	7	37,671	7	39,154	7	39,154	7	42,461
8	35,415	8	37,725	8	37,784	8	39,350	8	39,350	8	42,885
9	35,700	9	37,914	9	37,914	9	39,547	9	39,547	9	43,314
10	36,800	10	38,104	10	38,104	10	39,745	10	39,745	10	43,747
11	37,600	11	38,294	11	38,294	11	39,943	11	39,943	11	44,185
12	38,500	12	38,500	12	38,750	12	40,143	12	40,143	12	44,627
13	41,150	13	41,150	13	41,400	13	41,400	13	41,400	13	45,073
14	44,350	14	44,350	14	44,600	14	44,600	***	***	***	***
15	46,750	15	46,750	15	47,000	15	47,000	15	47,000	15	47,000
16	48,750	16	48,750	16	49,000	16	49,000	***	***	***	***
17	50,050	17	50,050	17	50,300	17	50,300	17	50,300	17	50,300
18	51,850	18	51,850	18	52,100	18	52,100	***	***	***	***
19	52,850	19	52,850	19	53,100	19	53,100	19	53,100	19	53,100
20	54,350	20	54,350	20	54,600	20	54,600	20	54,600	20	54,600
21	56,350	21	56,350	21	56,600	21	56,600	21	56,600	21	58,350
22	62,225	22	64,225	22	65,225	22	67,225	22	68,225	22	68,225

The twelve-month schedule increases each step of the above salary schedules by 20 percent. Credential payments increase on the 12-month schedule by 20 percent over the amount for credential payment on the ten-month schedule. Effective July 1, 2006, July 1, 2007 and July 1, 2008 eligible employees will advance a step.

Replacement salary schedules effective January 12, 2007 and date to be determined in 2008-2009 are improvements to the salary schedule; these schedules do not affect step advancement.

\* The effective date for 10-month, 10-month Zone, and Adult-Vocational employees shall be the beginning of their respective calendars.

\*\* Effective date to be determined, as noted....

\*\*\* Accelerated salary advancement

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## **2008-2009 SALARY SCHEDULE**

### **A. SCHEDULE**

The Replacement Salary Schedule shall be implemented during the 2008-2009 school year.

### **B. IMPLEMENTATION DATE**

The implementation date of the above 2008-2009 Salary Schedule shall be determined by the Florida Education Finance Program (FEFP) (or successor formula) recurring funding increase established by the 2008 Florida Legislature and reported in the FEFP Final Conference Report. If the 2008-2009 recurring FEFP funding increase is \$200,000,000 over the 2007-2008 FEFP appropriation (or a cumulative increase of \$350,000,000 over the 2006-2007 FEFP appropriations) (hereinafter referred to as the "target funding"), then this salary schedule shall go into effect on the first day of the 2008-2009 fiscal year. If neither of the above described amounts is achieved, the implementation date for this salary schedule shall be proportionate to the actual funding received divided by the target funding (based on the earliest date). If there is no increase in the recurring FEFP appropriation for the 2008-2009 school year, this salary schedule shall be implemented by the last day of the 2008-2009 school year.

### **C. JOINT EDUCATION EFFORT**

UTD and the District shall work jointly to educate the public and the Florida Legislature on the mission and success of the District and its teachers and staff in an effort to emphasize the importance of the 2008-2009 Salary Schedule.

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**M-DCPS PROPOSAL #46  
COUNTER PROPOSAL TO UTD #5**

**APPENDIX E – RULES AND REGULATIONS GOVERNING SALARY SCHEDULES,  
SUPPLEMENTS, AND VARSITY ATHLETICS**

**Section 3. AO/CO Salary Schedule**

**SALARY SCHEDULE (CO)**

**CREDENTIAL PAYMENTS  
(Added to steps on AO Salary Schedule)**

Effective at the beginning of the 2007-2008 school year, credential payments will be increased as follows:

	<u>2006-2007</u>	<u>2007-2008</u>
Master's Level	\$3,000	<u>\$3,100</u>
Specialist Level	5,000	<u>5,150</u>
Doctorate Level	7,000	<u>7,200</u>

**Section 4. Part-Time Hourly Salary Schedule - (AU) and (AT)**

- A. Certificated employees who work part-time on an hourly basis in the regular K-12 instructional program (with the exception of compensatory education programs) and/or the Saturday School Program shall be paid for scheduled classes and assigned duties in accordance with the following schedule, ~~effective August 12, 2005:~~

**SALARY SCHEDULE (AU)**

	<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist</u>	<u>Doctorate</u>
<u>2006-2007</u>	32.67	35.04	36.62	38.20
<u>2007-2008</u>	<u>33.65</u>	<u>36.09</u>	<u>37.72</u>	<u>39.35</u>

- B. Certificated employees who work part-time on an hourly basis in other than regular K-12 programs (e.g., adult/vocational education) shall be paid for all scheduled classes and assigned duties in accordance with the following schedule, ~~effective August 12, 2005.~~

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# **SALARY SCHEDULE (AT)**

<u>Number of Part-Time Hours Taught</u>		<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist</u>	<u>Doctorate</u>
<u>2006-2007</u>	0-500	22.95	25.57	27.14	28.96
<u>2007-2008</u>		<u>23.64</u>	<u>26.34</u>	<u>27.95</u>	<u>29.83</u>
<u>2006-2007</u>	501-1000	24.15	26.75	28.31	30.16
<u>2007-2008</u>		<u>24.87</u>	<u>27.55</u>	<u>29.16</u>	<u>31.06</u>
<u>2006-2007</u>	1001-Up	25.39	27.96	29.58	31.33
<u>2007-2008</u>		<u>26.15</u>	<u>28.80</u>	<u>30.47</u>	<u>32.27</u>

Salary advancement shall be effective the beginning of the pay period following completion of the requirements (hours taught and/or academic achievement).

- C. In the event that designated part-time instructor positions in the adult program and/or in the adult vocational program cannot be filled with qualified staff, M-DCPS is authorized during the term of this Contract to convene an ad hoc committee. Where agreed to by the committee, salary rates for designated part-time adult positions may be paid at the AU Schedule to attract qualified personnel.

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**M-DCPS PROPOSAL #44B**  
**APPENDIX E - - RULES AND REGULATIONS GOVERNING SALARY SCHEDULES,**  
**SUPPLEMENTS, AND VARSITY ATHLETICS**

**Section 4. Part-Time Hourly Salary Schedules - (AU) and (AT)**

- F. In the event that a Speech/Language Pathologist and Audiologist is hired, required or assigned to work beyond the regular workday or on an hourly basis, the service rate shall be \$50 per hour for such sessions in addition to the regular salary, if applicable.

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**M-DCPS PROPOSAL #28 - Revised  
COUNTERPROPOSAL TO UTD #6**

**APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY  
SCHEDULES, SUPPLEMENTS, AND VARSITY ATHLETICS**

**Section 5. Supplements for Extra Teaching Periods**

Teachers who teach an extra period shall be paid additional compensation equal to their daily rate on a pro-rata basis of one-eighth of the annual salary, excluding supplements.

The following requirements must be met for an extra teaching period supplement (ETPS) to be authorized:

1. Secondary instructional staff members who teach an extra teaching period during the regular workday shall not be required to work beyond 7 hours and 20 minutes. In order to provide students with greater course options, secondary instructional staff members who elect to teach an extra period beyond the regular workday shall receive a duty-free planning period.
2. Extra teaching period supplements for district-funded enhancement programs shall be authorized only for instructional purposes (i.e., courses which generate credit, as determined by the State Course Code Directory).
3. To become eligible to receive an extra teaching period supplement, secondary teachers must be currently teaching five instructional periods and elect to teach a sixth instructional period,.

Exceptions may be granted only by the respective Associate/~~AGCESS~~ Regional Center Assistant Superintendent and the appropriate Chief Officer.

4. Elementary teachers who teach an extra period in a secondary school shall be eligible for the supplement, subject to meeting the above requirements.

**Section 6. Supplements for Extra Duties/Responsibilities**

- A. All supplements are assigned and approved annually by the respective principal and/or supervisor and entitlement to such supplements must be determined for each school year or at such other time as may be specified by the ~~Chief Personnel Officer for Human Resources~~ Assistant Superintendent, Labor Relations.
- B. All supplements shall be paid for time spent beyond the normal workday, additional responsibilities, special and/or additional training, or assigned duties which are beyond the normal scope of employment, or for alternative schools/programs, as established.
- C. Payments for supplements, shall be included as a part of the employee's base salary, and ~~Providing there are no extraordinary circumstances, payments shall be initiated during October of the~~ within 30 working days after the start of the regular school year or, if later, within 30 days of the appointment and retroactive adjustments for the initial supplement process shall be paid no later than the last week of November.
- D. Principals may select qualified employees to receive such supplements from a pool of interested applicants within the school who have been given written/posted notice that such positions are available.

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- E. The maximum number of supplements any one employee may receive is three. Under extraordinary circumstances, waivers may be granted only by the respective ACCESS Regional Center Assistant Superintendent and Deputy Associate Superintendent for School Operations. If the waiver is granted, a copy of the waiver request will be provided to UTD.
- F. The supplement schedule shall be categorized as follows: (1) ~~senior high athletic/sports supplements for performance of athletic duties in secondary schools;~~ (2) regular extra duty supplements for duties and responsibilities other than athletic assignments; (3) responsibility supplements authorized for designated positions coaching and intramural supplements for the Middle School Sports Program; (4) ~~ESE coaching supplements;~~ and (5) 4 annual parking supplements.
- G. The principal shall post the list of personnel receiving supplements for extra duties/responsibilities on a quarterly basis.

All supplements for extra duties/responsibilities are effective at the beginning of the regular school year or upon assumption of the extra duties. Effective at the beginning of the regular 2007-2008 school year, the 2006-2007 supplements have been improved, as reflected in the 2007-2008 column.

1. Senior High Athletic/Sports Supplements (Secondary Schools)

Eligible employees serving in these positions will be compensated at the designated amounts. Contingent upon Florida Retirement System (FRS) guidelines, effective for the 2007-2008 school year compensation for seasonal coaching supplements shall be made in a lump sum payment no later than 60 calendar days following completion of the sport season. Supplements for employees who provide on-going support for the athletic program will continue to be paid on a pro-rata basis and are noted by an asterisk. Additionally, all senior high coaches whose teams are participants in state post-season tournaments and/or playoffs shall be paid an additional pro-rata share of their current supplement.

a. Senior High Athletic Supplements	<u>2006-2007</u>	<u>2007-2008</u>
*TEACHER TRAINER (1)	4,390	<u>4,522</u>
*ASSISTANT ATHLETIC TRAINER (1)	2,210	<u>2,277</u>
*ATHLETIC DIRECTOR (1)	4,890	<u>5,037</u>
*ASSISTANT ATHLETIC DIRECTOR (1)	2,440	<u>2,514</u>
*BUSINESS MANAGER (1)	3,600	<u>3,708</u>
HEAD COACH - FOOTBALL (FIRST SEMESTER) (1)	3,000	<u>3,090</u>
HEAD COACH - FOOTBALL (SECOND SEMESTER) (1)	1,610	<u>1,659</u>
HEAD COACH - FOOTBALL - JUNIOR VARSITY (FIRST SEMESTER) (1)	1,700	<u>1,751</u>
HEAD COACH - BADMINTON (1), GOLF (4 2), BOWLING (4 2), WATER POLO (4 2), TENNIS (4 2), CROSS COUNTRY (2)	1,650	<u>1,700</u>

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HEAD COACH - BASEBALL (1), BASKETBALL (2), SOCCER (2), SOFTBALL (FAST-PITCH) (1), SWIMMING (4 2), TRACK (2), VOLLEYBALL (2), WRESTLING (1)	2,860	<u>2,946</u>
ASSISTANT COACH - BASEBALL (1), BASKETBALL (2), FOOTBALL (FIRST SEMESTER) (5), SOCCER (2), SWIMMING (4 2), TRACK (2), VOLLEYBALL (2), WRESTLING (1), SOFTBALL (FAST-PITCH) (1), DISCRETIONARY (8)	1,430	<u>1,473</u>
ASSISTANT COACH - FOOTBALL (SECOND SEMESTER) (5)	670	<u>691</u>
HEAD COACH - CREW (MAST ACADEMY ONLY)	<u>1,990</u>	<u>2,050</u>
ASSISTANT COACH- CREW (MAST ACADEMY ONLY)	<u>990</u>	<u>1,020</u>
HEAD COACH - SAILING (MAST ACADEMY ONLY)	<u>1,150</u>	<u>1,185</u>

In accordance with Title IX, sports designating two (2) coaches shall include one coach for the girls team and one coach for the boys team.

**b. Middle School Sports Program**

An Athletics/Activities Coordinator supplement of \$2,200 (prorated) is allocated to each middle school having a full complement of athletic and activity programs effective January 12, 2007. Effective the beginning of the regular 2007-2008 school year, this supplement shall be increased to \$2,266.

Coaching and intramural supplements for employees working in the Middle School Sports Program shall be paid to such individuals, except that a maximum of four coaching supplements will be paid to an individual. The Athletics/Activities Coordinator is eligible for a maximum of two coaching supplements. At the discretion of the principal, the combination of coaching and intramural supplements is established as follows:

- 1) Twelve intramural supplements shall be allocated to each middle school, if needed. Each supplement shall be for a six-week period of time.
- 2) All sports with coaches receiving supplements shall be a minimum of six weeks in duration, with the exception of bowling, which is a minimum of three weeks. A coach shall not receive more than one supplement per sport and a coach shall not coach more than three teams in the same sport.
- 3) Middle schools shall have no more than 16.5 coaching supplements allocated as follows:

- (a) Sports entitled to two supplements per school, male and female teams (one each):

Basketball  
Soccer

Track and Field  
Volleyball

Softball  
Cross Country

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(b) Sports entitled to one supplement per school:

<u>Coed Tennis</u>	<u>Swimming</u>
<u>Wrestling</u>	<u>Golf</u>
Bowling	

- 4) Unassigned coaching supplements may be converted, at the discretion of the principal, to intramural supplements. One coaching supplement will convert to two intramural supplements. A school may not exceed a total of 20 intramural supplements.
- 5) The supplement amounts are as follow:

	<u>2006-2007</u>	<u>2007-2008</u>
<u>Intramural</u>	<u>\$380</u>	<u>\$392</u>
<u>Sport</u>	<u>670</u>	<u>691</u>
<u>Bowling</u>	<u>330</u>	<u>340</u>

2. Regular Extra Duty Supplements

Eligible employees serving in these positions will be compensated at the designated amounts.

	<u>2006-2007</u>	<u>2007-2008</u>
Academy Leader (Secondary School Reform Only)	2,000	<u>2,060</u>
Activities Director, Senior High/ Vocational Technical Centers	3,380	<u>3,482</u>
Agriculture Teacher (12-month)	380	<u>392</u>
Band Director, Middle School	1,980	<u>2,040</u>
Band Director, Senior High	3,660	<u>3,770</u>
Bilingual Vocational Instructional Program Teacher-Coordinator	6,000	
Cheerleader Sponsor, Senior High	1,910	<u>1,968</u>
Cheerleader Sponsor, Middle School	960	<u>989</u>
Clinical Supervising Teacher		
Curriculum Specialist, Title 1 Program	2,000	
Debate, Senior High	2,550	<u>2,627</u>
Department/Subject Area/Grade-Level Chairperson, Elementary (a)	1,150	<u>1,185</u>
Department Head, Middle and Senior High/Vocational Technical/Adult Centers (b)	2,100	<u>2,163</u>
Department Head, Middle and Senior High/Vocational Technical/Adult Centers (c)	1,560	<u>1,607</u>
Director - Social Services	1,470	
District Student Newspaper	2,040	
Dramatics, Middle School	1,150	<u>1,185</u>
Dramatics, Senior High	1,530	<u>1,576</u>
Education Television Program Teacher-Coordinator (WLRN)	6,000	
Elementary School Activities Sponsor	640	<u>660</u>
Elementary Academic Activities Sponsor (maximum one per school) (d)	640	<u>660</u>
Elementary Teacher Assigned To Monitor Associate Educator	930	
Special Education Coaching Supplement (f g)	510	<u>526</u>
Equal Access Monitor	640	<u>660</u>
Future Educators of America Chapters, Senior High	1,280	<u>1,319</u>
Future Educators of America Chapters, Middle School	1,020	<u>1,051</u>
Future Educators of America Chapters, Elementary	770	<u>794</u>

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# Head Librarian

This position to be provided in the professional library (Teacher Education Center) Vocational Technical Centers and senior high schools where adult high school principals are employed	770	794
Interdisciplinary Team Leader (Middle Schools)	2,100	2,163
<del>Inter-Group Relations Specialist</del>	<del>1,340</del>	
Intramural, Elementary	1,790	1,844
J.V. Cheerleader Sponsor, Senior High	960	989
Lead Teacher - Corporate Academy (g f)		
Lead Teacher - Magnet Schools/Programs	2,000	2,060
Lead Teacher - Satellite Learning Center (g f)		
Middle School Club Sponsor (maximum of five per school)	640	660
Middle School Academic Activities Sponsor (maximum two per school) (d)	640	660
Music:		
Middle School	1,400	1,442
Senior High	1,530	1,576
Newspaper (Sponsor Must Carry Full Teaching Load)		
Middle School	1,660	1,710
Senior High	2,040	2,102
<u>Transition Occupational Training Center Team Leader (Four)</u>		
<u>(Three)</u>	1,560	
<del>Paraprofessionals/School Support Personnel Who work exclusively with the Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), Trainable Mentally Handicapped, Physically Impaired, and/or Emotionally Handicapped</del>	<del>1,340</del>	
<del>Psychologist of the Severely Emotionally Disturbed (SED) Working Exclusively in that Program</del>	<del>1,880</del>	<del>1,937</del>
Performing Groups, Senior High (i.e. Majorettes, Drill Corps, Flag Corps; maximum of four per school)	960	989
Planetarium Director (One)	2,100	
<u>Professional Development Liaison</u>	500	515
Regional Department Head for Gifted Programs (Six)	1,560	1,607
Regional Centers Department Head for Speech and Language Programs (Six)	1,560	1,607
Regional Centers Department Head for School Psychology (Six)	1,560	1,607
Regional Centers Department Head School Social Worker (Six)	1,560	1,607
<del>Residual Rights for T.V. Teachers</del>	<del>1,500</del>	
Role Models Program (Secondary Schools)	400	412
<del>JROTC Instructor</del>	<del>600</del>	
Safety Patrol Sponsor, Elementary	770	794
Secondary Program Specialist for Exceptional Student Programs (Eight)	2,100	
Senior High Club Sponsor	640	
Social Worker (Three)	960	
Student Council, National Junior Honor Society, Middle School	1,020	1,051
Student Council, Service Club Sponsor (g h), Class Sponsor, National Honor Society, Senior High	1,280	1,319
Teacher as Advisor Leader (Designated Middle Schools)	1,860	1,916
Teacher Director of FEG Center for Professional Learning (f e)		
<del>Teacher-Director of ATAGGE (f)</del>		
<del>Teacher or Counselor of the Emotionally Handicapped (EH) Profoundly Handicapped (Autistic, Dual Sensory, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), Trainable Mentally Handicapped, Working Exclusively in these Programs</del>	<del>1,880</del>	

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~~Teacher or Counselor Working Exclusively in Programs with the Emotionally Handicapped (EH) or Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped, Physically Impaired and/or Trainable Mentally Handicapped~~

Television Production Teachers (Middle, Senior High) (One per School)	1,000	<u>1,030</u>
Test Chairperson (Secondary Level and Vocational/Technical) (g)* (f)	1,400	<u>1,442</u>
Training and Treatment Center Teacher	1,880	<u>1,937</u>
Vocational Student Organizational Teacher District/AGGESS Regional Center Advisors	1,400	<u>1,442</u>
Yearbook Advisor:	2,040	<u>2,102</u>
Middle School		
Senior High		

- (a) One department/subject area/grade level chairperson shall be provided for each 10 teacher units allocated per school (including art, music, physical education, bilingual education, and exceptional student education units). Every elementary school shall have a minimum of three department chairpersons.
- (b) a minimum of the equivalent of 29 classes is required to have a department head.
- (c) a minimum of the equivalent of 15 classes is required to have a department head.
- (d) Responsible for honors clubs in mathematics, English, social studies, brain-bowl competition, and debate.
- (e) Dual extra teaching period supplements.
- (f) Extra teaching period supplement.
- (g) Up to five Special Education coaching supplements each may be allocated to school sites having the following exceptional student groups: mentally handicapped, physically handicapped, visually handicapped, and/or hearing-impaired, however, no person may draw more than three such supplements.
- (h) Senior High Service Clubs include Key Club, Optimist International, Lions Club International, Rotary International (Interact), Civitan and Ruritan

### 3. ~~Middle School Sports Program~~

~~Coaching and intramural supplements for employees working in the Middle School Sports Program shall be paid to such individuals, except that a maximum of four coaching supplements will be paid to an individual. At the discretion of the principal, the combination of coaching and intramural supplements is established as follows:~~

- a. ~~Twelve intramural supplements shall be allocated to each middle school, if needed. Each supplement shall be for a six-week period of time.~~
- b. ~~All sports with coaches receiving supplements shall be a minimum of six weeks in duration, with the exception of bowling, which is a minimum of three weeks. a coach shall not receive more than one supplement per sport and a coach shall not coach more than three teams in the same sport.~~

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c. ~~Middle schools shall have no more than 16.5 coaching supplements allocated as follows:~~

(1) ~~Sports entitled to two supplements per school, male and female teams (one each):~~

~~Basketball                      Track and Field                      Softball  
Soccer                      Volleyball                      Cross Country~~

(2) ~~Sports entitled to one supplement per school:~~

~~Coed Tennis                      Swimming  
Wrestling                      Golf  
Bowling~~

d. ~~Unassigned coaching supplements may be converted, at the discretion of the principal, to intramural supplements. One coaching supplement will convert to two intramural supplements. a school may not exceed a total of 20 intramural supplements.~~

e. ~~The supplement amounts are as follow:~~

~~Intramural                      \$380  
Sport                      670  
Bowling                      330~~

#### ~~4. ESE Coaching Supplement~~

~~Up to five coaching supplements of \$510 each may be allocated to school sites having the following exceptional student groups: mentally handicapped, physically handicapped, visually handicapped, and/or hearing-impaired. Principals may select qualified personnel to receive these supplements from a pool of interested applicants within the school who have been given notice that such positions are available; however, no person may draw more than three such supplements.~~

#### 3. Responsibility Supplements

2006-2007

2007-2008

Teacher or Counselor Working Exclusively in Programs With the Emotionally Handicapped (EH) or Profoundly Handicapped (Autistic, Dual Sensory, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped) and/or, Trainable Mentally Handicapped.

1,880

1,937

Paraprofessional/School Support Personnel Working Exclusively in Programs with the Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), Trainable Mentally Handicapped, Physically Impaired, Students with a 504 Accommodation Plan and/or Emotionally Handicapped

1,340

1,381

Psychologist Working Exclusively in Programs with the Severely Emotionally Disturbed (SED)

1,880

1,937

Physical/Occupational Therapist

4,000

4,120

Speech/Language Pathologist and Audiologists (Bachelor's)

2,000

2,060

Speech/Language Pathologist and Audiologists (Masters)

4,000

4,120

Certificate of Clinical Competency (CCC)

1,000

1,030

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#### 5.4. Annual Parking Supplement

At any work site where the Board is unable to provide on-site parking, employees assigned to such sites who drive to work and must utilize parking provided by the Off-Site Parking Authority, upon certifying to the work site administrator that they are driving to work and parking their vehicles in said spaces, shall be provided an annual supplement of \$300 which covering fees assessed by the Off-Site Parking Authority. The supplement shall be incorporated in the employee's daily rate of pay until such time as the Board provides other parking space or facilities.

### Section 7. Alternative Supplement Model

- A. As part of the District's efforts to professionalize education and encourage consensus management at the school sites, the parties agree that schools may develop an annual supplement plan subject to approval by the principal and two-thirds vote of the teaching staff. Such plan may include and/or modify supplemented activities and amounts provided for in the labor contract, exclusive of those supplements listed below, and exclusive of extra teaching period supplements. Funding for individual school plans would be allocated to schools on the basis of their FTE-generated supplement allocation/entitlement and available 02 discretionary funds the school wishes to include.

- All Athletic/Sports Supplements (Secondary Schools)
- Specified Regular-Extra Duty Supplements

Academic Activities Sponsor, Middle School (maximum of two per school)  
 Academic Activities Sponsor, Elementary School (maximum of one per school)  
 Activities Director, Senior High  
 Band Director, Senior High/Middle School  
 Cheerleader Sponsor, Senior High  
 Debate, Senior High  
 Dramatics, Senior High  
Future Educators of America Sponsor  
Lead Teacher - Magnet Schools/Programs  
 Music, Senior High  
 Newspaper, Senior High  
Special Education Coaching Supplements  
 Yearbook, Senior High

- ~~Interscholastic Supplements for Middle School Sports Program~~
- ~~Intramural Elementary/Middle School Supplements~~
- ~~District-Initiated Supplements~~

~~Adjunct Teacher (DATA)~~  
~~Bilingual Vocational Instructional Program Teacher-Coordinator~~  
~~Curriculum Specialist - Chapter 1 Program~~  
~~Educational Television Program Teacher-Coordinator~~  
~~ESE Coaching Supplements~~  
~~Future Educators of America Sponsors~~  
~~Inter-group Relations Specialists~~  
~~Lead Teacher - Magnet Schools/Program (all levels)~~  
~~Lead Teacher - Satellite Learning Center/Corporate Academy~~  
~~Occupational Training Center Team Leader~~  
~~Paraprofessionals/School Support Personnel Who Work Exclusively with the Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped) and/or Emotionally Handicapped (EH)~~  
~~Planetarium Director~~

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Teacher-Director of TEG Center for Professional Learning

- All Responsibility Supplements

~~Psychologist of the Severely Emotionally Disturbed (SED) Working Exclusively in that Program~~

~~Resident Teacher (DATA)~~

~~Residual Rights for T.V. Teachers~~

~~Secondary Program Specialist for Exceptional Student Program~~

~~Teacher-Director of DATA~~

~~Teacher or Counselor of the Emotionally Handicapped (EH) or Profoundly Handicapped (Autistic, Deaf-Blind, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped) Working Exclusively in these Programs~~

- Professional Opportunities Program (as designated)

- B. A percentage (up to 15 percent) of a school's total supplement allocation and/or entitlement (not to include extra teaching period supplements) may be utilized exclusively at the discretion of the principal to establish supplemented activities he/she deems necessary to meet the school's unique operational and programmatic needs. Supplements established in this regard shall be made part of the school's annual plan. Additionally, such supplements shall not exceed the value of an extra teaching period supplement for the employee in question.
- C. Individual school sites implementing the alternative supplement model shall have their individual plans submitted annually (no later than March of each year) to the Planning/Oversight Committee for review and recommendation to the Superintendent and UTD President or Designee and approval by the Board.
- D. Provisions listed in Appendix E, Section 7(B) and (C) are applicable to school sites selecting the alternative supplement model.

### **Section 8. Guidelines for Implementation of the Athletic Program**

- A. The varsity athletic program at each senior high school shall be administered and implemented in accordance with the following:
1. Combination coaching assignments may be made by the principal, subject to the approval of ~~the District Director for the Administrative Director, ABC and Athletics/Activities School Athletics and Activities~~. Such combinations will be approved only when the principal assures that both assignments can be carried out by that person.
  2. Teachers receiving supplements for assignments which do not involve after-school responsibility may also receive coaching supplements.
  3. Assignments for teachers involving athletic duties which qualify the teacher for a salary supplement shall be made annually by the principal.

In case of coaching assignments at the senior high level, any teacher who accepts such an assignment and who subsequently wishes to be relieved of such assignment can expect to be reassigned to another school if his/her principal cannot locate another person on his/her staff who can perform the coaching assignment.

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In the case of assistant coaching assignments at the senior high level, any teacher who provides the principal with one year's notice of intent to be relieved of the assistant coaching duties will not be automatically transferred for this reason. These personnel are still subject to other provisions of this Contract (such as, involuntary transfer, reduction-in-force, or surplus provisions).

At the discretion of the Superintendent or designee, a review, prior to a transfer, may be conducted for those individuals who have coached at one location for a minimum of 10 years.

4. Coaches may not receive any additional coaching remuneration from revenues of athletic contests or other school activities, except when employed as referee, umpire, or an official by agencies other than the school site in which they are employed. Any supplement in salary accepted from such sources, gratuities, or gifts of magnitude that could be considered additional salary is justifiable grounds for dismissal by the Board. This provision is not intended to preclude the incidental employment of a coach, other than an athletic director or business manager, in game-management activities, such as timers and/or ticket takers, provided that the service he/she renders is not in the area of activities for which he/she receives a supplement. Athletic directors or business managers may be paid as tournament managers, as stipulated by the Florida High School Activities ~~Athletics~~ Association.
5. The positions of coach, athletic director, business manager, and athletic trainer are separate positions. Employees shall not be authorized to hold any more than one of these positions during the same school year.
6. Athletic personnel are to be assigned a teaching load by the principal of the school as follows:
  - a. The head football coach may be released from teaching duties two periods daily during the first semester.
  - b. The athletic director, business manager, and teacher/trainers will be released from teaching duties two periods daily.
7. The head football, girls volleyball, cross-country, golf, and swimming coaches; the athletic director, the teacher/trainers, full-time athletic trainers, the business manager and five assistant football coaches shall be employed beginning ~~on or about August 15~~ the first day of fall sports practice, set by the Florida High School Athletic Association (FHSA) and shall be paid additional compensation at a daily rate based on the employee's annual salary divided by 196 for the period of time worked prior to the beginning of their regular 10-month contract year (but for no more than five days) in order that these activities may be accomplished effectively.

Effective for the 2007-2008 school year, the assistant athletic director, the assistant athletic trainer and coaches in the following sports: head junior varsity football, assistant girls volleyball, assistant swimming and discretionary (football and volleyball) shall be eligible to work prior to the beginning of the 10-month school year.

8. Teacher/Trainers and Full-Time Athletic Trainers

- a. Full-time Athletic Trainers, with the recommendation of the Athletic Director and approval of the school-site principal, will adjust their workday schedule, but not overall daily working hours, to meet the needs of the athletic program.

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- b. Current Teacher/Trainers will be allowed to continue as Teacher/Trainers in accordance with Section 7(A) and (B) of this Appendix.
  - c. Teacher/Trainers will be permitted to continue in their current position in accordance with this Agreement, pursuant to Florida Statutes, Chapters ~~232.435(3) and 119.335(3)~~ 1012.48.
  - d. Effective 2003-2004, Athletic Trainers shall be compensated on the AO Salary Schedule as provided for in Appendix E, Section 3.
  - e. Eligible Teacher/Trainers may apply for full-time Athletic Trainer positions as such positions become vacant, and nothing contained herein shall limit their availability for consideration for such positions.
  - f. Eligible full-time Athletic Trainers shall be accorded priority consideration for teaching positions, subject to applicable teacher certification requirements.
  - g. Current non-nationally-certified Teacher/Trainers shall be eligible for tuition reimbursement for coursework taken to obtain national certification. Such reimbursement shall be consistent with Article XXVI, Section 6.
  - h. All eligible schools shall be afforded the option of choosing either the Teacher/Trainer or Athletic Trainer (full-time model) should such an allocation be authorized for said schools.
  - i. Teacher/Trainers and Assistant Athletic Trainers may, with approval of the school-site principal, modify their workday schedule (i.e., beginning times adjusted, but not overall working hours). Such modification will not interfere with the overall number of classes to be taught, nor will it preclude the eligibility for receipt of the Teacher/Trainers' and Assistant Athletic Trainers' supplement. Full-time Athletic Trainers are not eligible for this supplement.
9. All athletic personnel who use their private vehicles for in-county and out-of-county trips in the line of duty shall be reimbursed for mileage in accordance with Florida Statutes.
  10. This supplement schedule and provisions of Appendix E are in compliance with Title IX Regulations. If it is necessary for one person to coach both boys and girls, when the allocation table calls for separate coaches and the seasons run concurrently, the coach shall be paid the regular supplement for the one assignment. Such assignments shall be requested by the principal and approved by the District Director for the Administrative Director, ABC and Athletics/Activities School Athletics and Activities.

**B. Fair Labor Standards Act (FLSA) Provisions**

1. Individuals who are under separate contract with M-DCPS as part-time assistant coaches shall not exceed the number of allowable hours for the contracted amount, as determined by the FLSA or Florida Minimum Wage.

Contracted Amount*	Allowable Hours*
<del>\$900</del> <u>1430</u>	<del>47</del> <u>223</u>
<del>\$420</del> <u>670**</u>	<del>84</del> <u>104</u>

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\*Allowable hours of coaching will increase as contracted amount increases per coaching index. The contracted amount may be adjusted, pursuant to the requirements of the FLSA or the Florida Minimum Wage.

\*\*Football - Second Semester only

2. Except where agreed to by the Board and the Union, full-time and/or part-time non-instructional employees may not serve as coaches. Additionally, said non-instructional employees are not eligible for regular supplements specified in this Appendix, except upon agreement of the parties.

#### C. Part-Time Assistant Coach Position

1. The duties of the part-time assistant coach shall be the same as those of the supplemented assistant coach.
2. Compensation shall be a lump-sum payment and will be paid at the conclusion of the sport season.
3. The part-time assistant coach is subject to the same contractual benefits and limitations of other part-time employees in the UTD unit.
4. Travel reimbursement will be available to part-time assistant coaches under the same terms and conditions as it is available to supplemented assistant coaches.

#### Section 9. Miscellaneous Provisions

- A. Temporary -- An employee who is employed for a specific, relatively short period of time.
- B. Part-Time -- An employee who normally works, as required, and is paid at an hourly or salary rate for time actually worked.
- ~~C. Pool Temporary Instructor -- a temporary instructor guaranteed a minimum of 180 days of employment during the school year who agrees to perform daily emergency temporary instructor work on a schedule established by the ACCESS Center Assistant Superintendent or designee.~~
- ~~D. Career Development -- To encourage M-DCPS secretarial/clerical personnel to enter the teaching profession, the Board and Union agree that M-DCPS secretarial/clerical personnel who become certified to teach and are hired for full-time teaching positions shall be placed on the teachers' salary schedule at the first step which would provide them a salary increase.~~
- E.C. Receipts from Non-School Agencies -- Directors, Assistant Directors, and/or sponsors for student performing groups may receive fees/honorariums for services with such groups during the Orange Bowl, Junior Orange Bowl Week Festivities, and for other performances which occur on days when schools are not in session, provided that these fees/honorariums are paid from monies received from non-school agencies.

#### Section 10. Incentive/Stipend Payments

Payments for incentives/stipends identified in Article XXVI shall be made no later than September 1, unless otherwise agreed to by the parties.

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## **Section 11. Appendix E Implementation**

- A. The parties shall have the right to meet regarding any individual(s) salary adjudication issue(s) related to this Appendix.
- B. Further, additional procedures and/or guidelines needed to implement Appendix E shall be jointly developed and implemented by mutual agreement of the parties.

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## MEMORANDUM OF UNDERSTANDING (MOU)

### 2007 HEALTH INSURANCE PLAN

Pursuant to Appendix D, Section 2 of the M-DCPS/UTD Contract, The School Board of Miami-Dade County, Florida has met with the exclusive bargaining agent, the United Teachers of Dade (UTD) through a number of collective bargaining sessions and the parties have agreed to the health insurance plan contained in this Memorandum of Understanding as outlined in the attached M-DCPS Proposal #23 - UTD Revised - Proposal for 2007 Healthcare Program (also referred to as the "Health Insurance Plan") proffered on August 1, 2006. The agreement addresses health insurance plan designs and employee and dependent rates under said plans.

1. M-DCPS and UTD agree to the attached (pp. 1-6) Health Insurance Plan for calendar year 2007 attached hereto and made a part hereof.
2. M-DCPS and UTD agree that M-DCPS shall continue to pay the entire cost of employee only health insurance coverage for benefit eligible employees in calendar year 2007.
3. M-DCPS and UTD agree that the Health Insurance Plan will be effective and commence on January 1, 2007.
4. M-DCPS and UTD agree that M-DCPS shall continue to subsidize the cost of dependent health care on the UnitedHealthcare (United) Point of Service (POS), Health Maintenance Organization (HMO) 63, HMO 62 and the Neighborhood Health Partnership (NHP) HMO for employees who select any type of health insurance coverage for eligible dependents as outlined in M-DCPS Proposal #23 Revised - UTD - Proposal for 2007 Healthcare Program proffered on August 1, 2006.
5. M-DCPS and UTD agree that M-DCPS shall continue to maintain its current "opt out" feature at \$100.00 per month.
6. M-DCPS and UTD agree that M-DCPS will have a Maintenance of Benefits (MOB) for calendar year 2007 as it relates to United and NHP benefits, premiums, co-payments and insurance amounts as well as Rx formulary which will not change from what has been agreed upon effective January 1, 2007, except where co-payments can be reduced.
7. M-DCPS and UTD agree to continue providing a debit card for use with the medical flexible spending account at no charge to the employee.

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OS 11/13/06

8. M-DCPS and UTD agree that a bargaining unit employee may enroll his/her dependents in a plan other than the plan selected by the employee.

9. This MOU shall be enforced through the parties' grievance and arbitration mechanism contained in the collective bargaining agreement.

10. This MOU is subject to member ratification.

DATED at Miami, Florida this \_\_\_\_ day of \_\_\_\_\_, 2006.

**THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA**

**UNITED TEACHERS OF DADE**

\_\_\_\_\_  
Agustin J. Barrera  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Karen Aronowitz  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Perla Tabares Hantman  
Vice Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rudolph F. Crew  
Superintendent of Schools

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
School Board Attorney

*la* 11/13/06  
OSP 11/13/06

## **M-DCPS Proposal #23 – UTD Revised Proposal for 2007 Healthcare Program**

1. Maintain Board subsidies for dependent care so that the employee portion on a percentage basis remains at 2006 levels
2. Subsidize UnitedHealthcare's newly acquired Neighborhood Health Partnership (NHP) HMO product so that dependent rates on all three tiers are commensurate with the lowest cost HMO proposal received from any of the proposers, with an expected increase in employees selecting dependent coverage
3. Subsidize One Child and Two or more children rates so that rates for this coverage are commensurate with the lowest cost proposal received from any of the proposers. These subsidized rates will be available to all employees for their eligible dependents whether the employee is provided Board-paid coverage or not
4. Enhance prescription drug plan to reduce employee co-pays by 50% for retail and mail order maintenance drugs for conditions related to Asthma, Diabetes, Cardiac/Circulatory/Hypertension/Cholesterol.
5. Provide flex credits: \$10 to HMO 63, \$30 to HMO 62, \$50 to NHP HMO
6. Offer Alternative, Limited Health Plan to employees and their eligible dependents on a voluntary basis for those employees who are not provided Board-paid coverage, as well as eligible dependents of employees who are provided Board-paid coverage

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# 2006 vs. 2007 Monthly Employee Cost Comparison

	2006				2007			
	2006 Mo. Rate	Total EE Cost	% Paid by EE	Total EE Cost Net of Flex	2007 Mo. Rate	Total EE Cost	% Paid by EE	Total EE Cost Net of Flex
POS								
Employee Only	\$408.95	\$0.00	0%	\$0.00	\$405.29	\$0.00	0%	\$0.00
Employee + Spouse	\$848.41	\$328.57	39%	\$328.57	\$840.81	\$328.00	39%	\$328.00
Employee + Children	\$790.94	\$277.23	35%	\$277.23	\$783.86	\$276.75	35%	\$276.75
Employee + Family	\$1196.05	\$539.12	45%	\$539.12	\$1185.34	\$538.19	45%	\$538.19

	2006				2007			
	2006 Mo. Rate	Total EE Cost	% Paid by EE	Total EE Cost Net of \$20 Flex	2007 Mo. Rate	Total EE Cost	% Paid by EE	Total EE Cost Net of \$10 Flex
HMO 63								
Employee Only	\$373.90	\$0.00	0%	\$0.00	\$370.55	\$0.00	0%	(\$10.00)
Employee + Spouse	\$775.70	\$205.60	27%	\$185.60	\$768.75	\$205.25	27%	\$195.25
Employee + Children	\$723.15	\$176.79	24%	\$156.79	\$716.67	\$176.49	24%	\$166.49
Employee + Family	\$1093.55	\$364.14	33%	\$344.14	\$1083.76	\$363.52	33%	\$353.52

	2006				2007			
	2006 Mo. Rate	Total EE Cost	% Paid by EE	Total EE Cost Net of \$40 Flex	2007 Mo. Rate	Total EE Cost	% Paid by EE	Total EE Cost Net of \$30 Flex
HMO 62								
Employee Only	\$348.48	\$0.00	0%	\$0.00	\$345.36	\$0.00	0%	(\$30.00)
Employee + Spouse	\$722.95	\$172.86	24%	\$132.86	\$716.48	\$172.56	24%	\$142.56
Employee + Children	\$673.98	\$147.62	22%	\$107.62	\$667.94	\$147.36	22%	\$117.36
Employee + Family	\$1019.19	\$309.78	30%	\$269.78	\$1010.06	\$309.25	30%	\$279.25

	2006				2007			
	2006 Mo. Rate	Total EE Cost	% Paid by EE	Total EE Cost Net of Flex	2007 Mo. Rate	Total EE Cost	% Paid by EE	Total EE Cost Net of \$50 Flex
NHP								
Employee Only	N/A	\$0.00	0%	\$0.00	\$344.61	\$0.00	0%	(\$50.00)
Employee + Spouse	N/A	\$0.00	0%	\$0.00	\$714.94	\$140.25	19%	\$90.25
Employee + Children	N/A	\$0.00	0%	\$0.00	\$666.51	\$117.27	17%	\$67.27
Employee + Family	N/A	\$0.00	0%	\$0.00	\$1007.89	\$263.56	26%	\$213.56
One Child	N/A	\$0.00	0%	\$0.00	\$203.32	\$95.00	46%	\$95.00
Two or more children	N/A	\$0.00	0%	\$0.00	\$499.68	\$250.00	50%	\$250.00

KA 11/13/06  
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# Prescription Drug Plan Design Comparison - POS

	2006		2007	
	Current Prescription Drug Plan Design		Prescription Drug Plan Design	Alternative Prescription Drug Plan Design
	In-Network		In-Network	Select Maintenance Prescriptions*
<b>Member Pays:</b>				
<b>Retail</b>				
Generic	\$10		\$10	\$5
Preferred Brand	\$30		\$30	\$15
Non-Preferred Brand	\$50		\$50	\$25
<b>Mail Order</b>				
Generic	\$20		\$20	\$10
Preferred Brand	\$60		\$60	\$30
Non-Preferred Brand	\$100		\$100	\$50

\* Maintenance prescriptions for 3 Chronic Conditions: Asthma, Diabetes, Cardiac/Circulatory/Hypertension/Cholesterol

KA 11/13/06  
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# 2007 Healthcare Plan Design

## UnitedHealthcare Point of Service (POS)

General Provisions	In-Network	Non-Network
Is a PCP election/referral required	No	No
Lifetime Maximum	Unlimited	\$2,000,000 per individual
Annual deductible (I/F)	None	\$500 / \$1,000
Annual Out-of-Pocket Max (excluding deductible)	\$1,500 / \$3,000	\$3,000 / \$6,000
Hospital Admission Copay	\$150/day; \$450/admit	70% after deductible
Plan Coinsurance	100%	70%
<b>Outpatient Services</b>		
Primary Care Physician office visit	100% after \$15 copay	70% after deductible
Immunizations	100% after \$15 copay	70% after deductible
Well Child Care	100% after \$30 copay	70% after deductible
Annual Physical	100% after app copay	70% after deductible
GYN visit	100% after \$15 copay for annual wellness exam, \$30 copay for all other visits	Not covered
Mammograms	100%	100%
Specialist Office Visit	100% after \$30 copay Pre/Post-Natal visits covered at 100% after initial \$30 copay. Obstetrical/midwifery services covered at 100%	70% after deductible
Maternity Care	100% after \$100 copay	70% after deductible
Outpatient Surgery	\$100 copay	70% after deductible
Out-Patient Diagnosis & Treatment-Hospital Based	\$0 copay	70% after deductible
Out-Patient Diagnosis & Treatment-Non-Hospital Based		
Bariatric Surgery	Hospital Admission copay	Not covered
Emergency Room (in-area hospital)	100% after \$100 copay	100% after \$100 copay
<b>Prescription Drugs</b>		
Retail Generic / Formulary Brand / Non-Formulary	100% after \$10/\$30/\$50	70% after deductible
Mail Generic / Formulary Brand / Non-Formulary	100% after \$20/\$60/\$100	N/A

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**UnitedHealthcare Health Maintenance Organizations (HMO)  
(In-Network Only)**

HMO General Provisions	HMO 63	HMO 62	HMO 3 NHP
Is a PCP election/referral required	No	No	Yes
Lifetime Maximum	Unlimited	Unlimited	Unlimited
Annual deductible (I/F)	\$250 / \$500	\$500 / \$1,000	None
Annual Out-of-Pocket Max (excluding deductible)	\$1,500 / \$3,000	\$1,500 / \$3,000	None
Hospital Admission Copay	None-Deductible	None-Deductible	None
Plan Coinsurance	80%	80%	100%
<b>Outpatient Services</b>			
Primary Care Physician office visit	100% after \$20 copay	100% after \$10 copay	100% after \$10 copay
Immunizations	100% after \$20 copay	100% after \$10 copay	100% after \$10 copay
Well Child Care	100% after \$20 copay	100% after \$10 copay	100% after \$10 copay
Annual Physical	100% after \$20 copay	100% after: PCP: \$10 copay, Specialist: \$15 copay	100% after: PCP: \$10 copay, Specialist: \$25 copay
GYN visit	100% after \$20 copay	100% after \$15 copay	100% after \$10 copay
Mammograms	100%	100%	100%
Specialist Office Visit	100% after \$20 copay	100% after \$15 copay	100% after \$25 copay
Maternity Care	Pre/Post-Natal visits covered at 100% after initial \$20 copay. Other care reimbursed at 80% after deductible	Pre/Post-Natal visits covered at 100% after initial \$15 copay. Other care reimbursed at 80% after deductible	Pre/Post-Natal visits covered at 100% after initial \$25 copay.
Outpatient Surgery	80% after deductible	80% after deductible	100%
<b>Oral Surgery (related medical services only)</b>	<b>100% after \$20 copay</b>	<b>100% after \$15 copay</b>	<b>100% after \$25 copay</b>
Emergency Room (in-area hospital)	100% after \$100 copay	100% after \$100 copay	100% after \$100 copay
<b>Prescription Drugs</b>			
Retail Generic / Formulary Brand / Non-Formulary	100% after \$10/\$30/\$50 100% after \$20/\$60/\$100	100% after \$10/\$30/\$50 100% after \$20/\$60/\$100	100% after \$10/\$30/\$50 100% after \$20/\$60/\$100
Mail Generic / Formulary Brand / Non-Formulary			

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## Alternative, Limited Health Plan

The Board approved the addition of an alternative, limited health plan through CareAccess Health Plan, Inc. to be offered to employees and their eligible dependents on a voluntary basis for those employees who are not provided Board-paid coverage, as well as eligible dependents of employees who are provided Board-paid coverage. Employees may contact CareAccess directly to obtain coverage at the following per member (covered participant) per month rates:

Inpatient and Outpatient Combined Rates		
Age Band	Per Member	Per Member
	High Option	Low Option
0-25	\$118.00	\$108.00
26-35	\$132.35	\$122.28
36-45	\$157.90	\$148.23
46-55	\$196.05	\$185.15
56-64	\$288.90	\$278.85
65 +	\$422.80	\$412.45

Brief summary of CareAccess plan design:

General Provisions	High Option	Low Option
Is a PCP election/referral required	Yes	Yes
Annual Benefit Maximum (Outpatient Only)	\$25,000	\$25,000
Annual deductible (I/F)	N/A	N/A
Annual Out-of-Pocket Max (excluding deductible)	N/A	N/A
Hospital Admission Benefit (Provided through Markel)	\$500/day up to 100 days/confinement	\$500/day up to 100 days/confinement
Plan Coinsurance	None	None
Inpatient Surgery Benefit (Provided through Markel)	\$2,000 /1 per year	\$2,000 /1 per year
<b>Outpatient Services</b>		
Primary Care Physician office visit	100% after \$10 copay	100% after \$20 copay
Immunizations	Included in PCP office visit copay	Included in PCP office visit copay
Well Child Care	100% after \$10 copay	100% after \$20 copay
Annual Physical	100% after app copay	100% after app copay
GYN visit	\$25 specialist	\$35 specialist
Mammograms	\$25 specialist	\$35 specialist
Specialist Office Visit	100% after \$25 copay	100% after \$35 copay
Maternity Care (Pre and Post Natal)	100% after \$25 copay	100% after \$35 copay
Outpatient Surgery*	\$750 max after \$100 copay/episode	\$750 max after \$200 copay/episode
Oral Surgery	N/A	N/A
Emergency Room (in-area hospital)	\$300 (1 for injury/ 1 for sickness/year)	\$300 (1 for injury/ 1 for sickness/year)
<b>Prescription Drugs**</b>		
Retail Generic / Formulary Brand / Non-Formulary	\$7/25/25	\$15/35/35
Mail Generic / Formulary Brand / Non-Formulary	N/A	N/A

\*In addition, Markel pays for 1 outpatient surgery per calendar year at \$800

\*\*Plan pays maximum \$1,200 per year, maximum \$100 per month, no carry over. Monthly limit not combined with specialty injectibles limit or immunization limits

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**PREVIOUS AGREEMENT THROUGH  
MEMORANDUM OF UNDERSTANDING**

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

**Section 2. School Support Personnel**

**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.

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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. Full-time Interpreters for the Deaf or Hard-of-Hearing who provide services to students shall receive prorated credential supplements as follows: QAI - \$2,000; QAI - \$1,000 \$3,000; QAI - \$2,000 \$4,000; and RID - \$3,000 \$5,000. The supplement shall be effective the beginning of the pay period following receipt of the appropriate certificate. These employees shall be entitled to only one of these categorical supplements.

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).~~

Current full time qualified Interpreters for the Deaf or Hard-of-Hearing possessing a Bachelor's degree or higher with a major or minor in sign language interpreting or related educational field and with at least a QA III certification shall be classified as Educational Interpreters for the Deaf or Hard-of-Hearing and shall be compensated on the AO/CO Salary Schedule with placement on the step that provides an increase of no less than \$2,000. Newly-hired Interpreters in this category shall be placed on Step 1 of the AO/CO Salary Schedule.

12. These provisions are applicable only to Interpreters for the Deaf or Hard-of-Hearing and Educational Interpreters who provide direct interpreting/transliteration services to students.

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.

13. Interpreters for the Deaf or Hard-of-Hearing hired solely part time shall be paid in accordance with the AT Part-Time Hourly Salary Schedule for Bachelor's degree certificated employees.

14. Educational Interpreters for the Deaf or Hard-of-Hearing who qualify under provisions of No. 11 for placement on the AO/CO Salary Schedule shall be compensated on the AU Salary Schedule when they work part time hours beyond their regular work day. Educational Interpreters for the Deaf or Hard-of-Hearing are not subject to the overtime provisions of the Fair Labor Standards Act.

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PREVIOUS AGREEMENT THROUGH  
MEMORANDUM OF UNDERSTANDING

ARTICLE XIX -- TEMPORARY INSTRUCTORS/INTERIM TEACHERS

Section 2. Interim Teachers (3100s)

- A. ~~When employed for a specific length of time in excess of 30 days, a~~ An interim teacher shall receive the same salary as a contract teacher from the 31st first day of such assignment. Interim teachers will become eligible for insurance benefits on the first day of the month following 30 calendar days from the first day of paid employment in a full-time position, ~~as long as active employment is continued for those 30 calendar days.~~ Said benefits terminate at the conclusion of the calendar month upon expiration of such assignment. ~~In the event of a break in service, as a result of administrative actions with subsequent reassignment to the same work location and same assignment during the same school year, the number of days worked shall be cumulative for purposes of computing the 30 days.~~ All 3100s interim teachers who complete the insurance eligibility requirements during the last month of the school year, and where such assignment continues through the last day of the school year shall receive said benefits on the first day of the month of employment (i.e., September 1st or October 1st) of the upcoming school year, if re-employed within 30 days. Interim teachers who have rendered satisfactory service may be given consideration for employment as regular teachers, if vacancies exist.

Interim teachers ~~must~~ may be certified in the area of assignment, unless waived by the Chief Personnel Officer for Human Resources. It is the intent of the parties that employment of temporary instructors shall not exceed 10 consecutive days.

Assignments projected to exceed 10 consecutive days require the service of a certified, qualified interim teacher to be placed in the appropriate 3100 job code.

~~An interim teacher who has served 30 days at a work location, whose assignment terminates and is hired at another or the same work location as an interim teacher, shall, on the 31st day of subsequent employment as an interim teacher, receive the same salary as a regular teacher.~~

An interim teacher who is assigned to substitute in an allocated and encumbered position which remains vacant for 31 or more workdays shall be entitled to the same rights, privileges, benefits, and salary as accorded to a regular teacher. Any 3100 who works, as described herein, until the last day of school and is re-employed and reassigned to the same encumbered position prior to September 1 of the subsequent school year shall continue to receive, without interruption, the same salary and benefits as a full-time teacher.

Pool temporary instructors who are employed as 3100s interim teachers shall continue to be paid as ~~pool temporary instructors for the first 30 days of employment~~ a regular teacher upon the interim teacher assignment.

The status of interim teachers who have an interruption in service or are assigned to another work location shall be in accordance to this Article.

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- B. An individual hired as an interim teacher paraprofessional/associate educator or school support personnel shall acknowledge in writing that the position is "temporary" and without any expectation of continued employment beyond that approved by the Chief Personnel Officer, Human Resources, or designee. The term of the temporary appointment shall be until the job incumbent returns from leave or until the position becomes unencumbered, or until the end of the school year.

Interim teachers will become eligible for insurance benefits on the first day of the month following 30 calendar days from the first day of paid employment in the full time position; ~~as long as active employment is continued for those 30 calendar days.~~ Said benefits terminate at the conclusion of the calendar month upon expiration of such assignment.

Salaries for interim teachers shall be adjudicated on the "U1" Salary Schedule in a manner consistent with their classification and years of experience.

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**PREVIOUS AGREEMENT THROUGH  
MEMORANDUM OF UNDERSTANDING**

**ARTICLE XIX -- TEMPORARY INSTRUCTORS/INTERIM TEACHERS**

**Section 8. District Teacher Reserve Pool (DTRP)**

1. Each year the Superintendent may establish a pool of newly-hired teachers who are not assigned to specific locations. If established, this pool of teachers shall be hired under the direction of the Superintendent of Schools or his/her designee to be assigned to locations identified by the Superintendent to fill open positions or substitute for absent teachers for short term or long term absences.
2. Teachers hired for the DTRP shall receive the same salary and fringe benefits as a contract teacher from the first day of employment at any point of hire during the school year.
3. Teachers hired for the DTRP shall not be required to earn the minimum six-college credits if they are assigned out-of-field for less than one year beginning in the 2004-2005 school year.
4. At any time during a school year, should the Superintendent or his designee determine that the DTRP is no longer needed, the remaining teachers shall be assigned to substitute for absent teachers for the remainder of the school year. Teachers hired for the DTRP shall be guaranteed employment for the remainder of the school year, subject to the provisions of Articles XIII and XXI. All salaries and fringe benefits cease at the end of the school year.
5. Teachers in the DTRP will be required to attend faculty meetings, grade and departmental meetings, and professional development training, as directed by the principals of the assigned schools .
6. The Union agrees not to file a grievance, unfair labor practice charge, or initiate any other type of litigation as a result of the implementation of the DTRP. The aforementioned shall not constitute a waiver of the UTD's right to file a grievance, pursue arbitration or initiate litigation in the appropriate forum in the event the UTD alleges that a specific provision of this section or the collective bargaining agreement is being violated.
7. These provisions will remain in effect each school year at the discretion of the Superintendent and approval of the Union.

**Section 8.9. Enhancing Achievement Through Temporary Instructor Teacher Training (EATTI)**

The parties agree to establish a joint ad hoc committee which will develop recommendations regarding comprehensive temporary instructor training and orientation programs. Such recommendations will be submitted to the Superintendent of Schools and the UTD President or Designee.

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PREVIOUS AGREEMENT THROUGH  
MEMORANDUM OF UNDERSTANDING

ARTICLE XXV -- INCENTIVE PAY PLANS

**Section 3. Critical Staff Shortage**

**C. Speech/Language Pathologists**

1. Qualified Speech/Language Pathologists who possess a Bachelor's degree in the subject area of Speech/Language Pathology and provide services in the area of Speech/Language Pathology shall receive a \$2000 pro-rated salary incentive.
2. Qualified Speech/Language Pathologists who possess a Master's degree or higher in Speech/Language Pathology and provide services in the subject area shall receive a pro-rated salary incentive of \$4000.00. Additionally, those Master's level Speech/Language Pathologists who also possess an American Speech and Hearing Association (ASHA) Certificate of Clinical Competency (CCC) shall receive an added \$1000.00 salary incentive.
3. Speech/Language Pathologists who are hired to work on an hourly basis shall be compensated at a rate of \$50.00 per/hour.
4. These critical staff shortage incentives and provisions apply only to Speech/Language Pathologists who provide direct services to students.

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PREVIOUS AGREEMENT THROUGH  
MEMORANDUM OF UNDERSTANDING

ARTICLE XXVI -- PROFESSIONALIZATION OF TEACHING/EDUCATION

**Section 15. Juvenile Justice Education Program**

During the 1998-1999 Florida Legislative Session, Senate Bill 2500 and House Bill 349 were enacted. A part of these bills mandates that the school year for students in Juvenile Justice Education programs shall be comprised of 250 school days (240 student contact days and 10 teacher planning days), beginning with the 1999-2000 school year. Accordingly, the parties have met and agreed to the following:

**A. School Calendar**

Implementation of the extended school year, 251 days (240 contact days and 11 teacher planning days) for the Department of Juvenile Justice (D.J.J.) calendar shall provide:

- Extended school year -- 225 student contact days;
- Saturday School Instruction -- 15 student contact days; 15 student contact days during Saturday School Instruction;
- Eleven (11) Teacher Planning Days.

**B. Staffing**

1. Full-time teachers employed at D.J.J. Centers will be required to work the designated Saturday workdays during the 251-day calendar. Beginning with the 2000-2001 school year, employees accepting assignments in D.J.J. programs shall be committed to this calendar.
2. Full-time instructional paraprofessionals, office personnel, and school support personnel will be identified and employed for Saturday work during the extended school year based upon program needs. Those employees employed on Saturdays will be compensated at one and one-half times their regular hourly rate (overtime).

**C. Compensation**

1. Teachers will be compensated for Saturday work at an hourly rate of pay based on the extended school year daily rate divided by 7.34 hours.
2. Paraprofessionals, Office Employees and School Support Personnel employees employed on Saturdays will be compensated at one and one-half times their regular hourly rate (overtime).

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3. Full-time teachers shall be paid a twelve-month salary pursuant to the D.J.J. calendar. Supplements will be pro-rated based upon additional days.

**D. Attendance**

1. Full-time employees employed at D.J.J. Centers who are required to work the designated Saturdays during the 251-day calendar may use no more than a total of two sick days during the assigned Saturdays.
2. Employees absent in excess of two designated Saturdays will not be compensated for such absence.

Any issues arising from the D.J.J. calendar not covered in this provision are subject to discussion by both parties.

**Section 16. Community Report Card**

The parties agree to continue the School Report Card Project at all schools. The School Report Card Project provides parents and students the opportunity to express their opinions about the effectiveness of schools and to increase accountability at the school level.

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**PREVIOUS AGREEMENT THROUGH  
MEMORANDUM OF UNDERSTANDING**

**APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY SCHEDULES,  
SUPPLEMENTS, AND VARSITY ATHLETICS**

**Section 4. Part-Time Hourly Salary Schedule - (AU) and (AT)**

- A. Certificated employees who work part-time on an hourly basis in the regular K-12 instructional program (with the exception of compensatory education programs) and/or the Saturday School Program shall be paid for scheduled classes and assigned duties in accordance with the following schedule, effective August 12, 2005:

**SALARY SCHEDULE (AU)**

<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist</u>	<u>Doctorate</u>
32.67	35.04	36.62	38.20

- B. Certificated employees who work part-time on an hourly basis in other than regular K-12 programs (e.g., adult/vocational education) shall be paid for all scheduled classes and assigned duties in accordance with the following schedule, effective August 12, 2005:

**SALARY SCHEDULE (AT)**

<u>Number of Part-Time Hours Taught</u>	<u>Bachelor's</u>	<u>Master's</u>	<u>Specialist</u>	<u>Doctorate</u>
0-500	22.95	25.57	27.14	28.96
501-1000	24.15	26.75	28.31	30.16
1001-Up	25.39	27.96	29.58	31.33

Salary advancement shall be effective the beginning of the pay period following completion of the requirements (hours taught and/or academic achievement).

- C. In the event that designated part-time instructor positions in the adult program and/or in the adult vocational program cannot be filled with qualified staff, M-DCPS is authorized during the term of this Contract to convene an ad hoc committee. Where agreed to by the committee, salary rates for designated part-time adult positions may be paid at the AU Schedule to attract qualified personnel.
- D. Full-time M-DCPS School Psychologists who also work part-time in the same capacity and part-time School Psychologists shall be paid in accordance with the AU Schedule.

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- E. In the event that a Physical/Occupational Therapist is required or assigned beyond the regular workday for service to homebound students, the therapy session rate shall be \$20 per 30-minute session. Payment for such sessions shall be in addition to regular salary but in lieu of any overtime or hourly rate for the service.
- 8 F. Interpreters for the Deaf or Hard-of-Hearing hired solely part time shall be paid in accordance with the AT Part-Time Hourly Salary Schedule for Bachelor's degree certificated employees.
- 9 G. Educational Interpreters for the Deaf or Hard-of-Hearing who qualify under provisions of Article XVII, Section 2(l) for placement on the AO/CO Salary Schedule shall be compensated on the AU Salary Schedule when they work part time hours beyond their regular work day. Educational Interpreters for the Deaf or Hard-of-Hearing are not subject to the overtime provisions of the Fair Labor Standards Act.

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PREVIOUS AGREEMENT THROUGH  
MEMORANDUM OF UNDERSTANDING

APPENDIX E - - RULES AND REGULATIONS GOVERNING SALARY SCHEDULES,  
SUPPLEMENTS, AND VARSITY ATHLETICS

**Section 6. Supplements for Extra Duties/Responsibilities**

- G. The principal shall post the list of personnel receiving supplements for extra duties/responsibilities.

All supplements for extra duties/responsibilities are effective at the beginning of the regular school year or upon assumption of the extra duties.

**5. Annual Parking Supplement**

At any work site where the Board is unable to provide on-site parking, employees assigned to such sites who drive to work and must utilize parking provided by the Off-Site Parking Authority, upon certifying to the work site administrator that they are driving to work and parking their vehicles in said spaces, shall be provided an annual supplement of \$300 or more based upon cost increases imposed by the Off-Site Parking Authority. This supplement which shall be incorporated in the employee's daily rate of pay until such time as the Board provides other parking space or facilities.

The parties further agree that this provision authorizes the increase of the parking supplement when in the future the Off-Street Parking Authority levies a higher parking rate.

11/15/06 *lee*

11/15/06 0.