

ARTICLE VII – DUE PROCESS AND DISCIPLINARY ACTION

Section 8. Reduction-In-Force

- A. A reduction-in-force is defined as the separation of an employee for lack of work, budgetary constraints, a change in policy, staffing patterns or organizational structure, without fault or delinquency on the employee's part.
- B. The Superintendent, upon determining the need for a reduction-in-force, shall identify job classifications to be separated or reassigned based upon staffing requirements, current job assignment, the number of employees to be reduced and the needs of the school system. However, there shall be no layoff of M-DCPS employees in the DCSAA bargaining unit through June 30, 2010, except for those previously approved by the School Board.
- C. Seniority in accordance with affected functional areas department-wide shall be utilized to determine which members of the bargaining unit are to be laid off and recalled.
- D. Employees who are laid off will be placed in functional area "recall pools" and will be recalled on the basis of seniority (most senior first).
- E. Seniority for current employees is defined as the total length of service with the employer at the time of School Board ratification of the 2005-2006 re-opener Addendum. Thereafter, seniority for new employees joining the bargaining unit shall be defined as total length of continuous service in the bargaining unit. This shall be defined as DCSAA Seniority.

An employee who leaves the bargaining unit, but remains employed by M-DCPS, and later returns to the bargaining unit shall retain and be credited with previously accrued DCSAA Seniority. An employee who terminates employment with M-DCPS and is rehired shall not retain any previously accrued seniority.

- F. The employer shall notify each employee subject to reduction-in-force by certified mail, return receipt requested, at least 10 working days prior to the effective date of separation.

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ARTICLE XVI – HOLIDAYS AND LEAVES

Section 2. Annual leave (Vacation Leave) - - Twelve-Month Employees

A. Accrual -- DCSAA Unit Employees

Employees represented by DCSAA for the purposes of collective bargaining shall accrue annual leave on the following basis:

Rates:

1. First three years of employment -- ~~15~~ 14.5 days per fiscal year (~~one and one-fourth~~ 1.116 days per month);
2. Fourth year of employment and thereafter -- ~~1.846~~ 1.77 days per month (~~24~~ 23 days a year).

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ARTICLE XXI -- 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 Miami-Dade County School Board and ratification by members of the bargaining unit represented by the Dade County Schools Administrators' Association, Local 77, pursuant to Florida Statutes, Chapter 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, ~~2006~~ 2009, shall continue until midnight, June 30, ~~2009~~ 2012; however, each party may also reopen wages and up to two articles/appendices for each subsequent fiscal year by service of written notice on the other party prior to April 1.
 2. By mutual agreement, any article or section of the contract may be reopened for negotiations during the term of the Contract.
 3. If the Florida Legislature fails to allocate adequate funds to implement the fiscal agreements in this Contract, the School Board and/or the Union may re-open negotiations on such issues.
- E. During negotiations, unit employees will continue to be governed by the current economic agreement. These provisions will govern until negotiations for the revised economic package have been concluded and agreement is reached or impasse procedures have been exhausted.

This Contract shall continue in full force and effect until June 30, ~~2009~~ 2012.

Dated at Miami, Florida, this ~~17th~~ 14th day of ~~November~~ February, ~~2009~~ 2007.

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

**DADE COUNTY SCHOOL
ADMINISTRATORS' ASSOCIATION,
AFSA, LOCAL 77, AFL-CIO**

By: _____
Dr. Solomon C. Stinson
Chair

By: _____
Charles Burdeen
Executive Director

By: _____
Marta Pérez
Vice Chair

By: _____
J. Ernesto Brito
President

By: _____
Alberto M. Carvalho
Superintendent of Schools

APPROVED AS TO FORM:

School Board Attorney

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**PROFESSIONAL TECHNICAL
(X8) Salary Schedule 2009-2010 (250 paid days)
Effective: 12/25/2009**

GRADE	MINIMUM	1st QUARTILE	2nd QUARTILE	3rd QUARTILE	MAXIMUM	MAXIMUM GRADE
30	\$30,919	\$35,136	\$40,253	\$45,370	\$56,707	30
31	\$32,470	36,899	42,274	47,649	58,506	31
32	\$34,097	38,748	44,392	50,036	\$61,436	32
33	\$35,787	40,669	46,593	52,517	\$64,483	33
34	\$37,588	42,716	48,938	55,161	\$67,729	34
35	\$39,464	44,847	51,379	57,911	\$71,405	35
36	\$41,432	47,083	53,940	60,797	\$74,648	36
37	\$43,507	49,441	56,642	63,843	\$78,387	37
38	\$45,691	51,922	59,484	67,046	\$82,321	38
39	\$47,970	54,512	62,451	70,390	\$86,424	39
40	\$50,364	57,234	65,570	73,906	\$90,743	40
41	\$52,869	60,102	68,855	77,608	\$95,287	41
42	\$55,532	63,106	72,296	81,487	\$100,050	42
43	\$58,300	66,251	75,900	85,549	\$105,036	43
44	\$61,220	69,569	79,700	89,832	\$110,295	44
45	\$64,280	73,045	83,682	94,319	\$115,804	45
46	\$67,494	76,699	87,869	99,039	\$121,600	46
47	\$70,866	80,530	92,257	103,984	\$127,674	47

*Effective December 31, 2004, (a) existing quartiles will remain fixed based on the January 2, 2004 Salary Schedule; (b) employees entering the next quartile as a result of salary improvement effective July 1, 2005 and subsequently shall receive an additional salary enhancement equal to two percent (2%) of their base salary; and (c) the two percent (2%) enhancement shall be applicable for pay grade movement through the quartiles but shall not be applicable when an employee receives a promotion or reclassification that places the employee in a new quartile.

Effective December 25, 2009, the salaries of bargaining unit employees will be reduced by 3.85% to reflect the 12 month 250 paid work year retroactive to July 1, 2009. Simultaneously, a 2% salary increase will be applied toward the salary reduction of 3.85% resulting in an implementation of 1.85% reduction in salary. Effective December 25, 2009, the equivalent of a 3.85% salary reduction from July 1, 2009 through December 24, 2009 will be collected through equal payroll deductions beginning with the January 15, 2010 paycheck through the July 2, 2010 paycheck (13 paychecks).

**MEMORANDUM OF UNDERSTANDING
2010 HEALTH INSURANCE PLAN**

Pursuant to Article XV, Section 1 of the Labor Contract between Miami-Dade County Public Schools (M-DCPS) and the Dade County School Administrators' Association (DCSAA), the parties have met through a number of collective bargaining sessions and have agreed to the health insurance plan contained in this Memorandum of Understanding (MOU) and as outlined in the attached 2010 Plan Design Options, OAP 10 and OAP 20, and Scenario 2, employee contribution structure for calendar year 2010. This MOU addresses health insurance plan designs, including levels of benefits and employer contribution levels.

1. M-DCPS and DCSAA agree to the attached 2010 Plan Design Options and Scenario 2, employee contribution structure for calendar year 2010.
2. M-DCPS and DCSAA agree that the 2010 Plan Design Options will be effective January 1, 2010 through December 31, 2010.
3. M-DCPS and DCSAA agree that M-DCPS shall continue to maintain its current "opt out" feature at \$100.00 per month, based upon certification of other healthcare coverage.
4. M-DCPS and DCSAA agree to continue providing a debit card for use with the medical flexible spending account at no charge to the employee.
5. Employees who choose dependent coverage will enroll eligible dependents in the healthcare selection in which the employee is enrolled.
6. Employees will continue to be eligible for Group Term Life Insurance and Flexible Benefits as approved by the School Board on September 9, 2009 in Agenda Item E-68.
7. This MOU is incorporated into the parties' current Collective Bargaining Agreement and is subject to the grievance and arbitration provisions therein.

Miami-Dade County Public Schools - 2010 Plan Design Options
 Open Access Plus (OAP) 20 and Open Access Plus (OAP) 10 - CIGNA National Network Platform

General Provisions	OAP 20 Plan *		OAP 10 Plan *	
	In-Network	Non-Network	In-Network	Non-Network
Annual deductible (U/F)	\$250/\$500	\$1,000/\$2,000	None	\$500 / \$1,000
Hospital Admission Copay (Employee Pay)	20% after deductible	40% after deductible	10% of allowable charges	30% after deductible
Annual Out-of-Pocket Max (excluding deductible) (U/F)	\$1,500 / \$3,000	\$6,000/\$12,000	\$1,500 / \$3,000	\$3,000 / \$6,000
Is a PCP election/referral required	No	No	No	No
Lifetime Maximum	Unlimited	\$2,000,000 per individual	Unlimited	\$2,000,000 per individual
Do deductibles cross accumulate (in/out of network)	No Cross Accumulation	No Cross Accumulation	Not Applicable	Not Applicable
Plan Contingency (Plan Pay)	80%	60%	90%	70%
Outpatient Services				
Physician Charges				
Primary Care Physician Office Visit	100% after \$30 copay	60% after deductible	100% after \$20 copay	70% after deductible
Specialist Office Visit	100% after \$40 copay	60% after deductible	100% after \$40 copay	70% after deductible
Preventive Care				
Immunization	100% after \$20 copay	60% after deductible	100% after \$20 copay	70% after deductible
Hearing Examination (limit 1 per year through age 16)	100% after \$20 copay	60% after deductible	100% after \$20 copay	70% after deductible
Well Child Care- Performed by PCP/Pediatrician (immunizations included)	100%	60% after deductible	100% after \$20 copay	70% after deductible
Annual Physical (limit 1 per year)	100% after applicable copay	Not Covered (except well women exam)	100% after applicable copay	Not Covered (except well women exam)
Vision Screening for children through age 18 (limit 1 per year at PCP office)	100% after applicable copay	60% after deductible	100% after applicable copay	70% after deductible
Gynecological visit (office visit, pap test)				
Mammogram (routine)	100% after \$20 copay for annual wellness exam, \$40 copay for all other visits	60% after deductible	100% after \$20 copay for annual wellness exam, \$40 copay for all other visits	70% after deductible
Mammogram (Diagnostic)	100%	100%	100%	100%
Diagnosis and Treatment				
Laboratory	100%	60% after deductible	100%	70% after deductible
Non-Hospital Based Diagnostic Imaging (CT Scans, PET Scans, MRI, nuclear medicine, X-Ray and Sonogram)	100% after \$100 copay	60% after deductible	100% after \$100 copay	70% after deductible
Hospital Based Diagnostic Imaging (CT Scans, PET Scans, MARI, nuclear medicine, X-Ray and Sonogram)	80% after deductible	60% after deductible	90% of allowable charges	70% after deductible
Medication administered at provider location	80% after deductible	60% after deductible	90% of allowable charges	70% after deductible
Short-Term Therapies - Speech, Physical, Respiratory (prior notification required)	100% after \$40 copay	60% after deductible	100% after \$40 copay	70% after deductible
Therapeutic Treatments (Dialysis, intravenous chemotherapy, radiation, or other intravenous infusion therapy)	40 visits each per calendar year combined in and out of network	60% after deductible	40 visits each per calendar year combined in and out of network	70% after deductible
Maternity Care	80% after deductible	60% after deductible	90% of allowable charges	70% after deductible
Childbirth Classes	Pre/Post-Natal visits covered at 100% after initial \$40 copay. Obstetrical/infantnery services covered at 80% after deductible	60% after deductible	Pre/Post-Natal visits covered at 100% after initial \$40 copay. Obstetrical/infantnery services covered at 90% of allowable charges	70% after deductible
	Not covered	Not covered	Not covered	Not covered

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Miami-Dade County Public Schools - 2010 Plan Design Options
Open Access Plus (OAP) 20 and Open Access Plus (OAP) 10 - CIGNA National Network Platform

	OAP 20 Plan *		OAP 10 Plan *	
Outpatient Surgery - Non-Hospital Based Performed in a primary care physician's office and specialist's office Performed in free standing facility (non hospital)	100% after \$40 copay 100% after \$100 copay	60% after deductible	100% after \$40 copay 100% after \$100 copay	70% after deductible
Outpatient Surgery - Hospital Based	80% after deductible	60% after deductible	90%	70% after deductible
Dental Services (Remaining from accident only) Performed in physician's office	100% after \$40 copay Prior notification required	60% after deductible	100% after \$40 copay Prior notification required	70% after deductible
Emergency Care Emergency Room	100% after \$200 copay \$100 copay if IMH facilities (waived if admitted)	100% after \$200 copay \$100 copay if IMH facilities (waived if admitted if not true emergency, 60% after deductible)	100% after \$200 copay \$100 copay if IMH facilities (waived if admitted)	100% after \$200 copay \$100 copay if IMH facilities (waived if admitted if not true emergency, 70% after deductible)
Urgent Care	100% after \$50 copay (waived if admitted)	60% after deductible	100% after \$50 copay (waived if admitted)	70% after deductible
Convenience Care	100% after \$20 copay	60% after deductible	100% after \$20 copay	70% after deductible
Mental Health and Substance Abuse (Prior Authorization required)				
Crisis Intervention	100% after \$40 copay	60% after deductible	100% after \$40 copay	70% after deductible
Alcohol and Drug Treatment	100% after \$40 copay (\$20 copay for group sessions)	60% after deductible	100% after \$40 copay (\$20 copay for group sessions)	70% after deductible
Inpatient Services				
In-Hospital Services Room and Board Semi-private Intensive care Maternity Routine Nursery Operating Room Bariatric Surgery Anesthesia Nursing Care General Private (if authorized by Plan) Services and Supplies (medications, intravenous therapy, supplies and dressing, blood and administration) Physician visits and services (surgical, medical)	80% after deductible Prior notification required	60% after deductible	90% of allowable charges Prior notification required	70% after deductible
Outpatient Therapy Services (short term physical, oxygen and respiration, short term rehab)	80% after deductible	60% after deductible	90% of allowable charges	70% after deductible
Laboratory Diagnostic Imaging white confined overnight	80% after deductible	60% after deductible	90% of allowable charges	70% after deductible
X-ray				
Nuclear medicine				
Sonography				
Radiation Therapy				
Mental Health and Substance Abuse Residential Treatment	80% after deductible Prior notification required	60% after deductible	90% of allowable charges Prior notification required	70% after deductible

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Miami-Dade County Public Schools - 2010 Plan Design Options
Open Access Plus (OAP) 20 and Open Access Plus (OAP) 10 - CIGNA National Network Platform

	2010	
	OAP 20 Plan *	OAP 10 Plan *
Other Services		
Out of Area Hospitalization		
Emergency	100% after \$200 copay (waived if admitted) 80% after deductible	100% after \$200 copay (waived if admitted) 90% of allowable charges
Admission when referred by physician with approval from Care Coordination		
Skilled Nursing Facility		
Emergency Ambulance Service	80% after deductible Prior notification required Limited to 90 days/calendar yr 100% after \$50 copay	90% of allowable charges Prior notification required Limited to 90 days/calendar yr 100% after \$50 copay
Family Planning		
Counseling and evaluation in physician's office Counseling and evaluation in specialist's office Elective sterilization performed in physician's office Implantable or injectable contraceptives	Counseling covered at 100% after \$20 copay (PCP) or \$40 copay (Specialist) Elective sterilization covered at 100% after \$40 copay Implantable/injectable contraceptives covered at 100% <small>After \$40 copay</small> 100% after \$40 copay	Counseling covered at 100% after \$20 copay (PCP) or \$40 copay (Specialist) Elective sterilization covered at 100% after \$40 copay Implantable/injectable contraceptives covered at 100% <small>After \$40 copay</small> 100% after \$40 copay
Infertility Treatment (limited to diagnosis and correction of medical condition only)		
Medical office visit including test and counseling	Not covered	Not covered
Infertility Surgery (including In-Vitro Fertilization, Artificial Insemination, GIFT, ZIFT, etc.)		
Allergy Treatment/injections without an office visit PCR evaluation/office visit Specialist evaluation/office visit Home Health Care (prior notification required)	Not covered	Not covered
Prosthetics Devices		
Durable Medical Equipment	100% after \$20 copay Home Health Therapy Days count towards 100% after \$100 copay	Maximum \$1,000 per year after deductible 100% after \$20 copay
Audiology Screening		
Podiatry	100% after \$100 copay per item (initial purchase only)	Maximum \$1,000 per year after deductible 100% after \$100 copay per item (initial purchase only)
Chiropractic	Not covered	Not covered
Dermatologist	100% after \$40 copay 100% after \$40 copay 80% after deductible	60% after deductible 60% after deductible 60% after deductible
Home Care		
Prescription Drugs		
Self Administered Injectables	Same as Retail/Mail benefit described below Some injectable medications require prior notification/auth and are not available through mail	60% after deductible Some injectable medications require prior notification/auth and are not available through mail
Retail Generic / Formulary Brand / Non-Formulary (up to 31 day supply)	100% after \$10/\$30/\$50	100% after \$10/\$30/\$50
Mail Generic / Formulary Brand / Non-Formulary (up to 90 day supply)	100% after \$20/\$60/\$100	70% after deductible N/A

* OAP10 and OAP20 benefit designs include autism spectrum disorder coverage as specified by Florida Legislature.

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DCSAA Collective Bargaining 11.10.09 Scenario 2
 All Employees get OAP 20 Coverage for Free

Open Access Plus (OAP)

Employee
 EE+ Spouse
 EE + Child(ren)
 EE + Family

	(1) Up to \$25k Enrollment		(2) >\$25k up to \$40k Enrollment		(3) >\$40k up to \$55k Enrollment		(4) >\$55k up to \$85k Enrollment		(5) 85k+ Enrollment	
	Employee Cost Per Month	OAP 20	Employee Cost Per Month	OAP 20	Employee Cost Per Month	OAP 20	Employee Cost Per Month	OAP 20	Employee Cost Per Month	OAP 20
Employee	\$76	\$0	\$101	\$0	\$116	\$0	\$131	\$0	\$146	\$0
EE+ Spouse	\$184	\$122	\$245	\$182	\$348	\$286	\$393	\$331	\$438	\$376
EE + Child(ren)	\$152	\$90	\$202	\$140	\$290	\$228	\$328	\$265	\$365	\$303
EE + Family	\$292	\$230	\$388	\$326	\$523	\$460	\$590	\$528	\$658	\$595

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for info