

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

### **Section 1. General Provisions**

#### **A. Salary Schedules**

1. Salaries for certificated employees shall be adjudicated and paid in accordance with the salary schedules in this Contract and in such a manner that all such personnel receive for the school year the amount indicated in the applicable schedule for the degree held and their years of experience, as defined herein.
2. Salaries and salary supplements for certificated employees who work a contract year in excess of the regular 10-month contract period shall be adjudicated to reflect the longer contract year provided, however, that the additional responsibilities, special and/or additional training, or assigned duties which are beyond the normal scope of employment and which qualify the employee to receive a supplement, extend beyond the regular 10-month contract period. The salary supplements shall be paid in accordance with the salary schedules in this Contract in such a manner that all such personnel receive payment for the school year based on the amount indicated in the applicable salary and supplement schedules.
3. The AO 10-Month and 12-Month Salary Schedules are effective for those certificated employees working a 10-month or 12-month contract year who possess at least a Bachelor's degree but have not met the eligibility requirements for credential payments for advanced degrees, as stipulated elsewhere in this Contract (includes Equivalency Certificates for Vocational Education personnel).
4. The CO 10-Month and 12-Month Salary Schedules are effective for those certificated employees working a 10-month or 12-month contract year who possess a Master's, Specialist (or equivalent of 36 semester hours of graduate credit beyond the Master's), and/or Doctorate degree and have met the eligibility requirements for credential payments for advanced degrees, as stipulated elsewhere in this Contract (includes Equivalency Certificates for Vocational Education personnel).
5. Hourly Salary Schedules (AT/AU) are effective for those certificated employees working on an hourly basis for 25 or fewer hours per week.
6. Emergency Temporary Instructor Salary Schedule (AS) is effective for those certificated employees who provide day-to-day substitute coverage when regular full-time teachers or Paraprofessionals II and III, Associate Educator and Paraprofessionals I classified to work in behavioral, therapeutic and Pre-K categories and programs for the physically impaired are absent from their duties. Extra teaching period supplements are not authorized for emergency temporary instructors nor is any additional payment authorized for work per

formed during the regular workday. An hourly temporary instructor rate is to be paid only when an emergency temporary instructor is required to work beyond the regular workday. Schools are authorized to use emergency temporary instructors if paraprofessional substitutes are not available for the categories of paraprofessionals listed above.

7. All salary schedules shall be effective September 1 or the first day of the 10-month work year, whichever comes first, each year. At that time, eligible employees shall advance a step on the applicable AO or CO Salary Schedule, except that wages will be frozen at the previous year's rate until an agreement on wages has been reached.
8. The Board will comply with prevailing federal minimum wage standards, in accordance with the requirements of the Fair Labor Standards Act (FLSA) and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.
9. Compensatory time off and the rate(s) of pay for employees working in positions which do not require certificates and who weekly perform two or more M-DCPS jobs shall be governed by the FLSA and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

B. Salary Schedule Payments/Paydates

1. Salary payments shall be made bi-weekly.
2. The Board will provide 10-month contract teachers and other 10-month employees (except interim teachers) the option of receiving payment of salary over 10 months or over 12 months. A new/rehired employee may elect either option at the time of hire/rehire, but not later than November 1. Those who do not make an election or are hired/rehired after November 1 will be paid on a 10-month basis. The employee will continue to be paid on the basis selected until he/she elects to change. The election to change salary basis may be made only between May 15 and June 1 of each year.
3. The first payday for 10-month employees in September shall be no later than 15 days from the reporting day for teachers for that school year.
4. Paydates for 12-month employees begin in July and are made biweekly thereafter, during the fiscal year.
5. Payroll checks delivered for employees at any work location shall not be arbitrarily withheld for any reason.
6. Employees employed beyond the 10-month contract period shall be paid for each day worked at the annual salary that they received during the immediate preceding contract period. The daily rate shall be computed by dividing the annual salary by 196.

7. Activities Directors and/or Athletic Directors may be employed for a period not to exceed a total of 20 days during the summer session at the discretion of the principal to plan and coordinate activities and/or athletics in schools. Such employees 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.
8. Employees eligible for step advancement are those who meet the salary experience credit criteria stipulated in Appendix E, Section 2(a).
9. Any employee who receives an unacceptable rating(s) on his/her annual evaluation shall become eligible for and shall receive payment for step advancement retroactive to the date of salary schedule improvements after he/she has satisfactorily fulfilled the terms of the prescription resulting from the unacceptable rating(s) and has been rated acceptable. Until that occurs, the employee's salary shall remain frozen at the rate of pay for the previous year.

The Union, upon the employee's request, may meet with the Assistant Superintendent for Professional Standards and Operations to review all pertinent documents and administrative actions relative to the unacceptable evaluation and prescription. The employee shall be informed in writing of this right.

10. Former employees who are rehired shall be adjudicated as new hires, or placed on the step 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 M-DCPS/UTD Labor Contract, whichever of the three methods results in the highest step placement. Advancement in subsequent years shall be subject to the conditions set forth in Section 2(a) of this Appendix.
11. Certificated employees who work one-half time (five days per week at half-time or two and one-half days per week at full-time) or four-sevenths time shall be paid prorata in accordance with the applicable AO or CO Salary Schedules.
12. Salary Adjustments

- a. Salary Errors and Adjustments

If an error is discovered in an employee's salary adjudication, which is construed as an error chargeable to the employer, this error may be corrected back to July 1 of the fiscal year in which the error was attributable, but not to exceed 15 years.

If an error is discovered in an employee's salary adjudication, which is due to the negligence of that person in presenting evidence of prior

experience, etc., the error may be corrected back to July 1 of the fiscal year in which the error was attributable, but not to exceed five years.

Overpayment collections shall be made in the dollar amount and at the same rate as the overpayment was made provided, however, that any employee encountering a problem in effecting a repayment, due to any reasonable and legitimate cause, will be given full consideration for an adjustment in the rate and amount of repayment. Overpayments shall be corrected for the period of time not to exceed five years from the time the overpayment was discovered. All affected employees will be given written notice of said overpayment, as well as the amount, and shall be informed of the district's intent to regain such funds prior to any monies being withheld from the employee.

- b. Salary Adjustments for New Degrees - Upon completion of all applicable requirements, employees who attain new degrees shall have their salary payments adjusted as of the date of the quarter (January 1, April 1, July 1, or October 1) after completion of said requirements and shall then be paid in accordance with the applicable CO Salary Schedule then in effect.

## **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 1012.33(3)(g) when hired, shall be granted steps of salary experience credit according to the following schedule:

<u>STEP</u>	<u>SALARY EXPERIENCE CREDIT</u>
1	0
2	1-2
3	3-4
4	5-6
5	7-8

6	9-10
7	11-12
8	13-14
9	15-16
10	17+

2. Creditable 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.

A 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 their years of service with the District as a Paraprofessional/Associate Educator (e.g., eight years of service equals step 4 on the salary schedule) up to Step 10. Employees as described herein shall be placed in accordance with the above.

- b. Each full year of contract teaching in an accredited college, community college, and/or university.
- c. Commencing with the 1973-74 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).
- 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. Each 12 months of social work experience, if employed as a school social worker with required certification (effective 2000-2001 school year).
- g. Each 12 months of service as a psychologist shall be allowed for certificated school psychologists, if employed as a school psychologist.

- h. Each 12 months of service as a counselor shall be allowed for certificated counselors, if employed as a school counselor.
- i. 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. 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. 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).
- l. Each 687 hours or more of part-time teaching for M-DCPS on the AT or AU salary schedule during any one fiscal year, if and when employed on a full-time basis, excluding emergency temporary instructor service.

Each 687 hours or more of part-time teaching in an accredited college, or community college, and/or university during any one fiscal year.

- m. 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).
- n. 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. 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 M-DCPS 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.

C. Recognition of Equivalency Certification

In accordance with applicable statutory and/or regulatory provisions, experience in business or industry which contributes directly to the effectiveness of one's teaching shall be acknowledged as equivalent to specified degrees for Agricultural, Distributive, Technical, Industrial, Vocational Home Economics, Health Occupations, and Occupational/Placement Specialists as follows:

<u>Work Experience and Certification</u>	<u>Equivalency</u>	
Held State Temporary Certification (Pursuant to Plans 1, 3, 4, 5, 6, or 7 of Florida Administrative Code Rule 6A-4.42) When Initially Hired by M-DCPS	Bachelor's Degree	(AO Salary Schedule)
Subsequently Attained State Advanced Vocational Certification	Master's Degree	(CO Salary Schedule)
Subsequently Completed 36 Undergraduate, Graduate, or Combination of Undergraduate/Graduate Credits in Vocational Teaching Field	Specialist Degree	(CO Salary Schedule)
Subsequently Attained Regular State Certificate, Highest Level of Training: Master's degree - Vocational	Doctorate Degree	(CO Salary Schedule)

Employees initially hired in the above programs with a Bachelor's or higher degree from a standard institution with specialization in an occupational field are not eligible for payments authorized under this Provision.

### Section 3. AO and CO Salary Schedules for Certificated Employees

**AO/CO SALARY SCHEDULE\***  
(Effective August 4, 2005 for 10-month) ++  
(Effective July 1, 2005 for 12-month)

Step	10-Month Bachelor's	12-Month Bachelor's
1	34,200	41,040
2	34,371	41,245
3	34,543	41,451
4	34,716	41,659
5	34,889	41,867
6	35,064	42,076
7	35,239	42,287
8	35,415	42,498
9	35,700	42,840
10	36,800	44,160
11	37,600	45,120
12	38,500	46,200
13	41,150	49,380
14	44,350	53,220
15	46,750	56,100
16	48,750	58,500
17	50,050	60,060
18	51,850	62,220
19	52,850	63,420
20	54,350	65,220
21	56,350	67,620
22	62,225	74,670

The top step of this schedule has been increased by \$900 (10-month) and \$1,080 (12-month) over the prior schedule.

All 2004-2005 employees meeting eligibility requirements for a "year" of crediting experience, as outlined in Appendix E, Section 2(A), shall advance a step effective August 4, 2005 (10-month) or July 1, 2005 (12-month).

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.

\*Pursuant to F.S. 1012.22(1)(c)(4), instructional personnel who demonstrate outstanding performance, as measured under s. 1012.34, shall earn a 5-percent supplement in addition to their individual salary, which shall be implemented pursuant to the existing Memorandum of Understanding between the parties.

++ Effective date may be earlier for those employees who report to work before August 4, 2005 in accordance with the applicable 2005-2006 school year calendar.



#### **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.

- 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.

## **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 prorata basis of one-eighth of the annual salary, excluding supplements.

The following requirements must be met for an extra teaching period supplement 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/ACCESS 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.
- 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 payments shall be initiated during October of the school year or, if later, within 30 days of the appointment.

- 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.
- 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 Center Assistant Superintendent and Deputy Superintendent for School Operations.
- F. The supplement schedule shall be categorized as follows: (1) senior high athletic supplements for performance of athletic duties; (2) regular supplements for duties and responsibilities other than athletic assignments; (3) coaching and intramural supplements for the Middle School Sports Program; (4) ESE coaching supplements; and (5) annual parking supplements.
- 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.

#### 1. Senior High Athletic Supplements

Eligible employees serving in these positions will be compensated at the designated amounts. Additionally, all coaches whose teams are participants in state post-season tournaments and/or playoffs shall be paid an additional prorata share of their current supplement.

#### ATHLETIC SUPPLEMENTS

TEACHER TRAINER (1)	4,390
ASSISTANT ATHLETIC TRAINER (1)	2,210
ATHLETIC DIRECTOR (1)	4,890
ASSISTANT ATHLETIC DIRECTOR (1)	2,440
BUSINESS MANAGER (1)	3,600
HEAD COACH - FOOTBALL (FIRST SEMESTER) (1)	3,000
HEAD COACH - FOOTBALL (SECOND SEMESTER) (1)	1,610
HEAD COACH - FOOTBALL - JUNIOR VARSITY (FIRST SEMESTER) (1)	1,700
HEAD COACH - BADMINTON (1), GOLF (1), BOWLING (1), WATER POLO (1), TENNIS (1), CROSS COUNTRY (2)	1,650
HEAD COACH - BASEBALL (1), BASKETBALL (2), SOCCER (2),	

SOFTBALL (FAST PITCH) (1), SWIMMING (1), TRACK (2), VOLLEYBALL (2), WRESTLING (1)	2,860
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ASSISTANT COACH - BASEBALL (1), BASKETBALL (2), FOOTBALL (FIRST SEMESTER) (5), SOCCER (2), SWIMMING (1), TRACK (2), VOLLEYBALL (2), WRESTLING (1), SOFTBALL (FAST PITCH) (1), DISCRETIONARY (8)	1,430
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ASSISTANT COACH - FOOTBALL (SECOND SEMESTER) (5)	670
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## 2. Regular Supplements

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

Activities Director, Senior High/ Vocational Technical Centers	3,380
Agriculture Teacher (12-month)	380
Band Director, Middle School	1,980
Band Director, Senior High	3,660
Bilingual Vocational Instructional Program Teacher-Coordinator	6,000
Cheerleader Sponsor, Senior High	1,910
Cheerleader Sponsor, Middle School	960
Clinical Supervising Teacher	
Curriculum Specialist, Title 1 Program	2,000
Debate, Senior High	2,550
Department/Subject Area/Grade-Level Chairperson, Elementary (a)	1,150
Department Head, Middle and Senior High/Vocational Technical/Adult Centers (b)	2,100
Department Head, Middle and Senior High/Vocational Technical/Adult Centers ©	1,560
Director - Social Services	1,470
District Student Newspaper	2,040
Dramatics, Middle School	1,150
Dramatics, Senior High	1,530
Education Television Program Teacher-Coordinator (WLRN)	6,000
Elementary School Activities Sponsor	640
Elementary Academic Activities Sponsor (maximum one per school) (d)	640
Elementary Teacher Assigned To Monitor Associate Educator	930
Future Educators of America Chapters, Senior High	1,280
Future Educators of America Chapters, Middle School	1,020
Future Educators of America Chapters, Elementary	770
Head Librarian	
This position to be provided in the professional library (Teacher Education Center) Vocational Technical Centers and senior high school where adult high school principals are employed	770
Interdisciplinary Team Leader (Middle Schools)	2,100
Inter-Group Relations Specialist	1,340
Intramural, Elementary	1,790
J.V. Cheerleader Sponsor, Senior High	960
Lead Teacher - Corporate Academy (g)	
Lead Teacher - Magnet Schools/Program	2,000
Lead Teacher - Satellite Learning Center (g)	
Middle School Club Sponsor (maximum of five per school)	640
Middle School Academic Activities Sponsor (maximum two	

per school) (d)	640
Music:	
Middle School	1,400
Senior High	1,530
Newspaper (Sponsor Must Carry Full Teaching Load) Middle School	1,660
Senior High	2,040
Occupational Training Center Team Leader (Four)	1,560
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 (EH)	1,340
Performing Groups, Senior High (i.e., Majorettes, Drill Corps, Flag Corps: maximum of four per school)	960
Physical/Occupational Therapist	4,000
Planetarium Director	2,100
Psychologist of the Severely Emotionally Disturbed (SED) Working Exclusively in that Program	1,880
ACCESS Department Head for Gifted Programs (Six)	1,560
ACCESS Centers Department Head for Speech and Language Programs (Six)	1,560
ACCESS Centers Department Head for School Psychology (Six)	1,560
ACCESS Centers Department Head School Social Worker (Six)	1,560
Residual Rights for T.V. Teachers	1,500
Role Models Program (Secondary Schools)	400
JROTC Instructor	600
Safety Patrol Sponsor, Elementary	770
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
Student Council, Service Club Sponsor, Class Sponsor, National Honor Society, Senior High	1,280
Teacher as Advisor Leader (Designated Middle Schools)	1,860
Teacher or Counselor of the Emotionally Handicapped (EH) or Profoundly Handicapped (Autistic, Dual Sensory, Severely Emotionally Disturbed (SED), Profoundly Mentally Handicapped), Trainable Mentally Handicapped	
Working Exclusively in these Programs	1,880
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	1,880
Teacher-Director of TEC (f)	
Teacher-Director of ATACCE (f)	
Television Production Teachers (Middle, Senior High) (One per School)	1,000
Test Chairperson (Secondary Level and Vocational/Technical) (g)*	
Training and Treatment Center Teacher	1,400
Vocational Student Organizational Teacher District/ACCESS Center Advisors	1,880
Yearbook:	
Middle School	1,400
Senior High	2,040

- (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 29 classes is required to have a department head.
- (c) a minimum 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.
- (f) Dual extra teaching period supplements.
- (g) Extra teaching period supplement.

### 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.
- 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.

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 which 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 Supplements
- Specified Regular 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

Music, Senior High

Newspaper, Senior High

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

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 TEC

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 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.

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 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, 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 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.
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.
  - 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).
  - 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 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.

Contracted Amount*	Allowable Hours*
\$900	174
\$420**	81

\*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.

\*\*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. 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.

## **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.