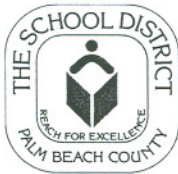


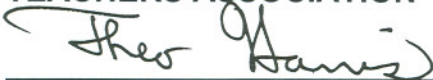
TENTATIVE AGREEMENT

Between The
**PALM BEACH COUNTY
SCHOOL DISTRICT**
and the
**CLASSROOM TEACHERS
ASSOCIATION**



Effective
July 1, 2005 – June 30, 2008

PALM BEACH COUNTY CLASSROOM
TEACHERS ASSOCIATION



Theo Harris, President

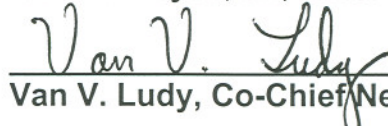


Helene Samango, Executive Director/
Chief Negotiator

SCHOOL DISTRICT OF PALM BEACH
COUNTY



James Hayes, Jr., Chief Negotiator



Van V. Ludy, Co-Chief Negotiator

School Board of Palm Beach County, Florida



**Monroe Benaim, M.D.
District 1**

**Paulette Burdick
District 2**

**William Graham, Vice Chairman
District 3**

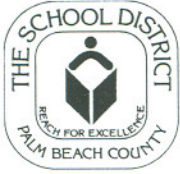
**Thomas E. Lynch, Chairman
District 4**

**Mark Hansen
District 5**

**Sandra Richmond, Ed. D.
District 6**

**Debra L. Robinson, M.D.
District 7**

**Arthur C. Johnson, Ph.D.
Superintendent of Schools**



BARGAINING TEAM

James Hayes, Jr., Chief Negotiator

Van V. Ludy, Co-Chief Negotiator

Elizabeth Kennedy, Principal, Morikami Park Elementary School

Terry Costa, Principal, Christa McAuliffe Middle School

Reginald Myers, Principal, John I. Leonard High School

Learna Ramsey, Labor Relations Specialist

Janice Cover, Assistant Superintendent, Quality Assurance

Marisol Ferrer, North Area Superintendent

**Elizabeth Decker, Administrative Director,
Human Resources Development**

Mike Burke, Director of Budgeting Services



BARGAINING TEAM

-4

Theo Harris, President

Helene Samango, Executive Director/Chief Negotiator

Marvin Glover, Teacher, John F. Kennedy Middle School

Terry Shoultes, Teacher, H. L. Johnson Elementary School

Ed Kopf, Teacher, Palm Beach Lakes High School

**Barbara Taub-Albert, Chair and Teacher,
H. L. Johnson Elementary School**

Gilda Morgan-Williams, Teacher, Central Area ESE

Kathi Gundlach, Teacher, Central Area ESE

Hector Mori, Teacher, Lantana Middle School

Patti Hatch, Teacher, Palmetto Elementary School

PREAMBLE

This comprehensive Agreement has been negotiated by and between the School District of Palm Beach County, Florida, and the Palm Beach County Classroom Teachers Association (CTA). The Agreement was ratified by CTA on _____, 2006, and was approved by the School Board on _____, 2006.

Unless otherwise provided herein, this Agreement shall be effective when ratified by both parties and shall continue in full force and effect through June 30, 2008. The parties agree that this Agreement incorporates by reference all written understandings between the parties entered into prior to the effective date of this Agreement unless expired or unless the parties agree in writing otherwise. During this agreement, either party may reopen the contract as follows: In April of the first year of this agreement either party may reopen two (2) Appendices (except for Appendices A, B, D, and G) and may select five (5) additional items (Sections) each to negotiate. In April of the second year of this agreement either party may reopen Article VIII, Section A – Salary/Appendix A – Performance-Based Salary Schedule, two (2) additional Appendices (except for Appendix B) and select four (4) additional items (Sections) each to negotiate. The parties agree not to reopen Article VIII, Section A of the this agreement during the first year of this Agreement as the salary schedule for the 2006-2007 school year has been negotiated and is a part of this Agreement unless the reopener language in Appendix A becomes operative.

The parties agree that nothing herein prohibits the opening of negotiations in 2008 for a successor Agreement prior to the expiration of this Agreement and that nothing herein prohibits the Association from negotiating with the District during 2006 for a January 1, 2007 implementation date on the additional cost of health benefit premiums for calendar 2007 and other mutually agreed upon benefit changes in coalition bargaining with other employee organizations recognized by the School Board as provided in Article VIII, Section H of this Agreement.

IN WITNESS WHEREOF, the aforementioned parties have hereto executed the Agreement on this ____ day of _____, 2006.

PALM BEACH COUNTY
CLASSROOM TEACHERS ASSOCIATION

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

President

Chairperson

Vice President

Superintendent

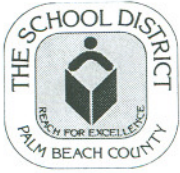
Negotiations Chairperson

Chief Negotiator

Executive Director

Co-Chief Negotiator

General Counsel



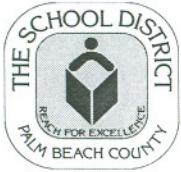
T/A – 2/8/06

ARTICLE I – GENERAL

SECTION C – DISCRIMINATION AND HARASSMENT

Amend by adding the following paragraph:

The parties further agree that employees should be free from unnecessary, spiteful or negative criticism or complaints by management representatives. Under no conditions shall management representatives express such complaints or criticisms concerning an employee in the presence of other employees or students.



T/A 2/1/06

ARTICLE II – RIGHTS AND RESPONSIBILITIES

SECTION C – EMPLOYEE FACILITIES

Amend by adding the following:

11. The parties further agree that it is their mutual goal to have a working computer (desk top or otherwise) for the use of each bargaining unit employee and further that each such computer will be able to be connected by hard wire or otherwise to the District's computer network. The parties agree that a target date for implementation of this goal is with the beginning of the second semester of the 2008-2009 school year with the understanding there will always be situations, due primarily to the need to reassign students or other student enrollment requirements, that may prohibit full implementation of this goal.



ARTICLE II – RIGHTS AND RESPONSIBILITIES

SECTION F – EMPLOYEE AUTHORITY AND PROTECTION

- 4

Amend sub-section 7 b. as follows:

- 7.b. The parties agree to conform to Florida Statutes ~~232.271 and 232.272~~ **1003.32 (4) (5) and (6)**, with regards to **an employee's authority to removal of a student(s) from his/her classroom** as follows:
- (1) An employee may remove from **his/her** class a student who has been documented by the teacher **employee** to repeatedly interfere with the teacher's **employee's** ability to communicate effectively with the students in the **his/her** class or with the ability of the student's classmates to learn; or whose behavior the teacher **employee** determines is so unruly, disruptive, or abusive that it seriously interferes with the **employee's** teachers ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.
 - (2) If **an** teacher **employee** removes a student from **his/her** class under sub-section **7 b (1) above**, the Principal may place the student in another appropriate classroom, in in-school suspension, or in a dropout prevention **and academic intervention or in another available** program. ~~as provided by 230.2316~~ **The Principal may also recommend the student for out-of-school suspension or expulsion, as appropriate.** The student may be prohibited from attending or participating in school-sponsored or school-related activities. The Principal may not return the student to that teacher's **employee's** class without the teacher's **employee's** consent unless the **placement review** committee established under ~~232.272~~ below **or the student's IEP Committee (see paragraph (3) below)** determines that such a placement is the best or only available alternative; **or if an appeal of the placement review or IEP committee's decision, as outlined below, subsequently results in the return of the student to the employee's classroom.**
 - (a) Any teacher **employee** who removes 25% of his or her total class enrollment shall be required to complete professional development to improve classroom management skills.
 - (b) Each school shall establish a **placement review** G committee to determine the placement of a student when the teacher **employee** withholds consent to return a student to the teacher's **employee's** class. The **placement review** G committee membership must include at least the following, **except as provided in (3) below**:
 - (i) One member from the school's staff selected by the Principal.
 - (ii) **Two teachers employees, one selected by the employee who has removed the student and one selected elected** by the school's faculty

through a secret ballot vote conducted by the school's Employee Building Council (EBC). Where an EBC does not exist, through a secret ballot vote conducted by the Lead CTA Faculty Representative at that school. It is recommended that a first and second alternate also be elected at the same time by the school's faculty in the event the elected employee is unable to serve or if the elected employee is the employee who has removed the student.

The teacher and the placement review committee must render a decision within five (5) work days of the removal of the student from the employee's classroom. The first day of this five-day period will be the first work day immediately following the day the student was removed by the employee.

- (c) The teacher employee who withheld consent to readmitting the student may not serve on the Committee. The teacher and the Placement Review Committee must render its decision within five days of the removal of the student from the classroom. The employee who removed the student will promptly select an employee at that school to serve as a member of the placement review committee and shall make himself/herself available to attend the placement review committee meeting should the committee request the employee to attend a portion of the meeting to provide additional rationale and clarification of the reason(s) he/she removed the student and why the student should not be returned to his/her class.
 - (d) If the placement review committee's decision is contrary to he decision of the employee who removed the student, within forty-eight (48) hours of the committee's decision the employee may appeal the decision in writing to the Superintendent or his/her designee. The Superintendent's designee may not be the employee's Principal. The appealing employee will meet with the Superintendent or designee within forty-eight (48) hours of the appeal to review the record. The decision of the Superintendent or designee shall be final and without further appeal through the Grievance Procedure or other means.
 - (e) If the placement review committee's decision is not to return the student to the employee's classroom or if the appeal to the Superintendent/designee results in overturning the committee's decision to return the student to the employee's classroom, the Principal will make an alternative assignment of that student.
- (3) Notwithstanding 7 b (2) above, for an ESE student who is removed from an employee's classroom, the ESE student's IEP committee will substitute itself for and become the placement review committee if the services rendered by the removing employee are a part of the student's IEP and no other employee assigned to that school is eligible/available to render these ESE services as determined by the Principal. Otherwise, the placement review committee established by 7 b (2) above will meet to make its decision.



T/A- 2/1/06

ARTICLE II, SECTION L – TUTORING

1. Every effort shall be made by the Principal and employee to help the student with his/her difficulties at school before recommending that parents engage a tutor. The cases where individual tutoring is recommended and a fee is to be assessed for such services, compliance with the following provisions shall be observed.
 - a. An employee shall not tutor any student enrolled in his/her classes.
 - b. Tutoring for which an employee receives a fee shall not be conducted on school facilities or on school time.
 - c. Employees who accept outside tutoring engagements must make their own arrangements with the parents for the fee to be assessed.

This provision is not applicable to ~~Board~~ District or School tutorial programs where the employee is paid by the District/School. ~~approved summer tuition programs. Provision (a) above is not applicable to music, dance, art and/or drama employees who may give private lessons for a fee to students as long as such lessons are not remedial in nature.~~

Amend Appendix M as follows:

K-8 AFTER SCHOOL DISTRICT AND SCHOOL TUTORIAL PROGRAM HOURLY RATE

The hourly rate of pay for tutoring in a District or in a School tutorial program where the employee is paid by the District shall be \$20.44 effective July 1, 2000.



ARTICLE II – RIGHTS AND RESPONSIBILITIES

SECTION U – LESSON PLANS

The lesson plan format shall be as teacher friendly as possible.

The four components of the lesson plan shall be:

1. Benchmarks, objectives, outcomes, or targets.
2. Strategies, (one or two word descriptors).
3. Date(s) instruction given.
4. Date/type of evaluation.

Copies of the following shall be placed with kept with and considered to be a part of the employee's lesson plans:

1. A copy of the employee's schedule.
2. A copy of the LEP Instructional Strategies Checklist provided by the Principal as indicated to meet the ESOL lesson plan audit requirements.
3. A copy of a District FCAT Test-Taking Strategies checklist provided by the Principal to assist students in test-taking strategies which will be utilized by the employee in preparing his/her students in taking tests with differing formats with an emphasis on FCAT Testing formats.*
4. Additional requirements may be added by the Principal with the concurrence of the Employee Building Council. The EBC with the approval of the employees in that school center shall determine the format and content of special/emergency plans which shall then be written by individual employees, departments, teams, or grade levels (see Article III, Section E). Such special/emergency lesson plans will be prepared in such a way to enable a substitute to carry out the assignments with continuity in the educational program.

* Until and after such District FCAT Test-Taking Strategies checklist is provided as an additional teaching tool, the employee is encouraged to continue to utilize his/her professional knowledge and skills when teaching test-taking strategies to students.



ARTICLE III – WORKING CONDITIONS

SECTION B. – EMPLOYEES HOURS AND CONDITIONS

- 4

5. Relief Time for Elementary Teachers

- a. An elementary employee may be assigned to accompany his/her students to and from another location when such students are assigned to another employee during the school day, but shall not be assigned or asked to stay with such students while they are assigned to another employee. This would include, but not limited to music, art, physical education and library (media center). Effective July ~~August~~ 1, 2003~~6~~, all elementary employees will be scheduled relief time during on each regular student attendance days ~~relief time on at least four (4) of each five (50) day work week.~~ Employees may use this time for personal relief time, for planning, attending conferences, and other non-student contact professional activities. The administration agrees not to schedule any employee duties/assignments or to schedule an employee's lunch during this period of time, but may assign the employee to attend child study team meetings and parent conferences during his/her relief time. Affected employees shall be given compensatory time or shall have their relief time restored by the Principal at the first opportunity, but no later than two (2) weeks after the assignment.
- b. ~~On those days when an elementary employee's students are not assigned to another employee, the elementary employee shall be provided relief time of approximately fifteen (15) minutes as soon as possible after the employee has communicated with the Office that he/she needs relief time. Relief time will be provided by using non-bargaining unit personnel. This relief time shall be available to all elementary employees.~~
- c. In addition, each elementary school shall develop a plan for providing relief time when an employee finds it necessary (emergency) to leave students for which he/she is responsible. The school plan shall be mutually developed and agreed to by the Principal and the Employee Building council (EBC). If a mutual agreement cannot be reached, the issue shall be submitted to the Area Superintendent for resolution.



T/A – 2/10/06

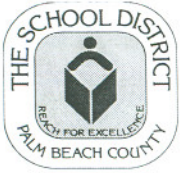
ARTICLE III – WORKING CONDITIONS

SECTION D – EMPLOYEES WHO VOLUNTEER OR WHO ARE ASSIGNED DURING THEIR PLANNING AND/OR COVERING ANOTHER EMPLOYEE'S ASSIGNMENT

As a result of negotiations during the 2001-2002 school year Effective July 1, 2006, the parties agree to modify the ~~SUBSTITUTE PILOT PROGRAM~~ (“PROGRAM”) substitute program in all schools wherein employees receive compensation for working as a substitute during their planning periods in secondary schools and for assuming additional students in elementary schools. The terms of this modified program are as follows:

1. The modified ~~PROGRAM~~ program will go into effect July 1, 2006.
2. Any employee wishing to volunteer to participate in the ~~PROGRAM~~ program shall notify his/her Principal at anytime after the effective date of the ~~PROGRAM~~ program.
3. A list of volunteers will be created and maintained at each school. The list of volunteers shall be in order of seniority, i.e. length of continuous service within the bargaining unit.
4. In the event an employee is unable to secure a substitute from the substitute pool after following proper procedures to secure said substitute, volunteers will be asked to substitute on a rotating basis from the seniority list.
5. The employee will be paid ~~ten dollars (\$10)~~ fifteen dollars (\$15) per period and ~~twenty dollars (\$20)~~ twenty-five dollars (\$25) per block in secondary schools each time he/she substitutes during the term of this agreement. In elementary schools a total of ~~fifty dollars (\$50)~~ seventy dollars (\$75) per day will be apportioned equally between or among employees covering an absent employee's class in the event the employee is absent for a full day. In the event an elementary employee is absent for a half day, the apportioned amount will be ~~twenty-five dollars (\$25)~~ thirty-seven dollars and fifty cents (\$37.50).
6. Any volunteer may opt out of the seniority rotation at anytime or decline to accept a substitute offer. Opting out or declining an offer does not disqualify an employee from opting back in or remaining on the substitute rotation list.
7. In the event no volunteers are available to cover an absent employee's class(es), the Principal may utilize provisions of paragraph 8 below.

8. a. Secondary Schools: Employees who lose their planning time when assigned by their Principal to cover other employee's assignments when a day-to-day substitute teacher cannot be assigned may be given compensatory time or have their planning period restored by the Principal within a two (2) week period or at the first available opportunity, in modules of not less than thirty (30) minutes.
- b. Elementary Schools: Employees may be assigned additional students by their respective Principal when an employee is absent and a day-to-day substitute teacher cannot be assigned. Employees who are assigned additional students may be given compensatory time or be granted additional planning time by the Principal within a two (2) week period or at the first available opportunity, in modules of not less than thirty (30) minutes.



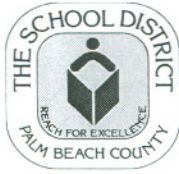
T/A – 2/8/06

ARTICLE III – WORKING CONDITIONS

SECTION P – SECONDARY (MIDDLE, HIGH, VOCATIONAL, ALTERNATIVE, SPECIAL) SCHOOL SCHEDULING

Amend paragraph 7 as follows:

7. a. In the event the administration wishes to modify scheduling, the building Principal will propose such scheduling modifications to his/her respective Employee Building Council (**EBC**) which will conduct a secret ballot vote of all employees covered by this Agreement who are assigned to that building. Such employees may vote to adopt the proposed scheduling modifications or to reject the proposed modifications. If adopted, the duration of such **adopted** scheduling modifications shall be no longer than the end of the first full **school** year after the modifications were adopted.
- b. If the administration wishes to extend the **adopted** scheduling modifications beyond this time period, another vote must be taken as set forth above. **If adopted during this second vote, the extension of the adopted scheduling modifications shall be no longer than the end of the fourth full school year after the modifications were initially adopted.**
- c. **If the administration wishes to extend the adopted scheduling modifications beyond four school years, a third and final vote must be taken as set forth above. If adopted during this third and final vote, these adopted scheduling modifications will become the school's schedule and this schedule is not subject to additional votes in order for it to be maintained.**
- d. **Nothing herein shall limit the Principal at any time from proposing a change to or a different modified schedule provided such schedule is proposed to the EBC as set forth in paragraph a. above. Such proposed change or proposal for a different modified schedule are subject to provisions of paragraphs a., b. and c. above.**



T/A – 2/10/06

ARTICLE IV - VACANCIES AND TRANSFERS (Effective July 1, 2006)

- 4

SECTION A - PLACEMENT PRIORITY CLASSIFICATIONS

Unless otherwise agreed to by the parties, the following procedures will be used when filling a vacant or new positions ~~which are~~ that is a bargaining unit positions. Except as provided otherwise herein, ~~these~~ procedures will be followed in descending order as listed:

- a. Voluntary ~~transfer~~ requests made during the Voluntary Transfer Period.
- b. Placement of employees who have been identified as a Unit Adjustment Transfer (UAT).
- c. Call-backs under the "Lay-Off/Call-Back" procedure.
- d. New hires (including interim employees).

NOTE: New hires, including interim employees may be employed during the Voluntary Transfer period, but only after the vacancy has been posted and ~~all procedures set forth in Section F have been completed~~ and only after the call-back procedures (if applicable) in Section H below have been completed.

SECTION B - POSTING AND FILLING VACANCIES (Voluntary Transfers)

1. A "vacancy" shall mean an open (current or new) bargaining unit position. ~~A~~ Vvacancies caused by an employees on an approved leaves of absences will be filled by an Interim Employee in keeping with Article III, Section O (2) of this Agreement. ~~A~~ Ppermanent vacancies (a vacancies caused by the creation of a new position or caused by an employee permanently leaving that position) which occurs prior to the forty-five (45) days before the last teacher contract day will be filled for the balance of that school year with an annual contract employees; however, if the vacancy is filled by as an out-of-field assignment or if the vacancy is in a specific special program (requiring other educational requirements above certification) and no acceptable candidate possesses these requirements, the vacancy will be filled by an Interim Employee. A vacancy ~~which~~ that occurs within the last forty-five (45) teacher contract days, will be filled by an annual contract teacher, an Interim Employee or by a day-to-day substitute. (A day-to-day substitute is not a member of the bargaining unit.) Upon request, the Association shall be informed, in writing, of the filling of the vacancies described in this paragraph including the names of the individuals filling such vacancies, the dates of employment/assignment to such vacancies, and the status of the individuals filling such vacancies, i.e., annual contract, interim or day-to-day substitute.

2. Unless specifically set forth otherwise in this Agreement, all bargaining unit vacancies will be posted as they occur and ~~Such~~ posting shall be made in on the School District's website. ~~publication, FOCUS on Education (unless the publication is replaced with another method of advertising), as long as such publication is maintained by the District, and shall be distributed to all members of the bargaining unit and to the Association during the school year, including a distribution with payroll information/checks in the June 30 payroll mailing. In the event the FOCUS on Education is discontinued, vacancies shall be posted in a prominent location at each school site and employees will be notified of this location. In addition, such vacancies shall be provided to the Association's offices at the same time as they are distributed to the school sites. Further, such vacancies will be recorded on the District's Vacancy Hotline to allow employees to call and be informed of such vacancies. During the "voluntary transfer period" all known vacancies for the following year will be posted. This includes any position occupied by a day-to-day substitute who is filling a vacancy during the last forty-five (45) teacher contract days or any position occupied by an interim employee who is not filling-in for a regular employee or who is filling-in for a regular employee who has been on an approved leave of absence for more than twelve (12) months.~~

3. Employees who have been in the District a minimum of four (4) school years who are on a Professional Services Contract or Continuing Contract, and who ~~announce~~ submit their written resignation or retirement to their Principal/Director and to the Department of Compensation & Employee Information Services by February 1st of that school year, shall receive an early notification incentive payment of ~~\$250~~ \$500, minus standard deductions. The employee must work through the end of the that school year, and payment will be made in the last paycheck ~~for the~~ of that school year. The resignation/retirement will not be revocable by the employee unless the District agrees. This incentive payment is not applicable to those employees who are on either a school-site or District Assistance Plan, entering or who are in their last year of the DROP Program or who are leaving the District after having been in the DROP Program.

SECTION C - VOLUNTARY TRANSFER PERIOD

1. The "Voluntary Transfer Period" shall begin ~~no later than fifty five (55) teacher work days prior~~ to the last first teacher working day of the second semester

that each school year and end ~~twenty (20) teacher work days thereafter~~ when the regular Unit Adjustment Transfer Placement Period begins. ~~[A change in this date may be accomplished with the mutual written approval of the Superintendent or designee and the Association President or Executive Director.]~~ Vacancies for the following school year posted as late as the last day of the Voluntary Transfer Period will be considered posted within such period and all of the following provisions which apply to the filling of vacancies by current employees during the voluntary transfer period shall apply ~~to filling these vacancies~~ with the understanding that new hires and interim employees may be employed during the voluntary transfer period to fill vacancies for the current school year and to fill vacancies for the following school year, except for the month of January during which only current eligible employees will be considered to fill posted vacancies for the following school year.

2. Filling vacancies with current employees during the voluntary transfer period are subject to the following:
 - a. a vacancy exists and is posted for the following school year
 - b. the vacancy is in the applying employee's area of certification, if applicable
 - c. the applying teacher is in at least his/her third year of employment with the District and will be on a continuing or a professional service contract in the ensuing school year
 - d. a transfer request packet (see Appendix K) will have been submitted to the Principal/Director at the school/department to which a transfer is being requested or, when available in the future, will be electronically submitted.
 - e. a separate transfer request packet must be submitted for each transfer request
 - f. applications are considered timely if postmarked or received no later than seven (7) days after such vacancy is posted
 - g. the Principal/Director at the school/department accepting applications shall review and screen applicants and is required to interview a minimum of three (3) applicants, if that number has applied, are properly certificated, and have made a timely application. Two (2) of those to be interviewed shall be the most senior

applicants meeting the above requirements. Nothing herein shall prohibit the District from employing a new hire or an interim to fill a vacancy posted during the voluntary transfer period, except for the month of January during which only current eligible employees will be considered to fill posted vacancies for the following school year.

3. In order to receive active consideration, an employee must reapply for a transfer each time a particular vacancy is posted.
4. Voluntary transfers may be made outside the voluntary transfer period provided both Principals and Area Superintendent(s) approve such transfer, and provided the employee is in at least his/her third year of employment within the District.

SECTION D – No change

SECTION E – UNIT ADJUSTMENT TRANSFER (UAT) PROCEDURES

1. Voluntary transfers will be permitted and are encouraged whenever possible. When a school loses a unit and must identify a UAT employee to be transferred to another location, the least senior employee in the affected building (Seniority shall be determined as District wide as defined in Article IV, Section H, 2) in the appropriated certification area (as defined in Section H 3 ~~until~~ **unless one** (1) or more of the following exceptions apply.

Exceptions: (a. thru e. - No change)

2. GENERAL PROVISIONS FOR THE UNIT ADJUSTMENT TRANSFER PROCEDURE
 - a. **Notified UAT employees who are unsuccessful in obtaining a transfer during the voluntary transfer period** shall be transferred to a position in keeping with Article IV, Section ~~G E~~, 4 of this Agreement.
 - b. - No change
 - c. - Change "Chief Personnel Officer" to "Director of Instructional Employment"
 - d. - No change
3. If a UAT ~~excess~~ occurs, the following will occur ~~prior to beginning~~ **as early in** the voluntary transfer period **as possible**.
 - a. All provisions of Section ~~D E~~, 1 (a) will have been implemented and completed if a new school is opening.
 - b. All provisions of Section ~~D E~~, 2 of this Article will have been implemented and completed if a school is becoming a new magnet school.

- c. All buildings will have determined which employees, if any, will be Unit Adjustment Transferred.

4. UNIT ADJUSTMENT TRANSFER (UAT) PROCEDURE

- a. ~~Ten (10) teacher workdays following the last day of the voluntary transfer period employees will be notified if they are a UAT.~~ As early as possible in the second semester of each school year, the District will notify employees who will be subject to the regular UAT process. Notwithstanding paragraph 2 c above, any employee so notified will be immediately eligible to apply for a voluntary transfer as set forth herein regardless of their years of service in the District or contract status. In addition, any employee so notified who is unsuccessful in obtaining a voluntary transfer will be provided a TDE upon written request to attend any District-sponsored Job Fair that may be conducted prior to the regular UAT placement period. The regular UAT placement period for the following school year will begin each school year on the 6^h working day of May and will end after the 13th working day in May. (A change in these dates may be accomplished with the mutual written agreement of the Superintendent or designee and the Association President or Executive Director.) During this regular UAT placement period, the District shall freeze all new instructional employee hiring. It is understood that additional UATs may need to occur at other times during the year. When such additional UATs occur, the Association will be informed in advance and notwithstanding other provisions to the contrary, the placement of those employees who are UAT will be made to the extent possible to vacancies within the same Area of their current school assignment, if applicable, unless the affected employee is eligible and applies for a Hardship Transfer as follows. Before UAT placements are made, the eligible employee must notify the Director of Instructional Employment in writing that he/she wishes to be placed in another Area and is applying for a Hardship Transfer as provided above. If the Hardship Transfer is approved, the employee will be considered "placed" and will have no further placement rights under the UAT placement procedures. If the Hardship Transfer is not approved, the employee will be placed as provided by these UAT placement procedures.
- b. At the beginning of the regular UAT Placement Period and as provided in Section B 2 above, all known vacancies for the following school year will be published and distributed to all UAT employees who have not been successful in obtaining a transfer during the voluntary transfer period. This posting shall include all positions occupied by interim employees and day-to-day substitutes filling permanent vacancies. New schools need only post one-third (1/3) of their vacancies for this procedure. This posting in the future may be on-line.

- c. – No change
- d. – No change
- e. Each UAT employee who will be employed under a Professional Service Contract or Continuing Contract for the next school year shall be provided with an Instructional Placement Preference (IPP) form for the employee to identify four (4) schools having a vacancy in the employee's area(s) of certification and who otherwise meets the posted qualifications for the vacancy, i.e. International Baccalaureate, Montessori, Dual Language, et.al. (#Number 1 is the employee's first choice, number 2 is the employee's second choice, number 3 is the employee's third choice, and number 4 is the employee's fourth choice.) Schools considered for placement shall only be those identified in b above.
- f. The completed and signed IPP form must be returned to Instructional Employment Services as soon as possible, but no later than ~~ten(10)~~ four (4) teacher workdays commencing with the first following the last day of the regular UAT placement employee notification period in ~~(a.)~~ above. It is understood that in the future this form may be an on-line form that is to be completed via computer.

Paragraphs g thru h – No change

- i. In the event the UAT employee does not accept one of the four placements, all of his/her listed IPP vacancies have been filled or the school has already taken its quota of UAT employees as set forth in paragraph I below (and the Principal has elected not to take any additional UATs above this quota), the employee will be placed in a pool with the Annual Contract UAT employees. ~~In the event an opening for a CC/PSC teacher does not exist, he/she will be placed in the AC pool and will be placed in a position in accordance with~~ his/her seniority as defined in Section H (2) of this Article.

Paragraph j – No change

- k. Instructional Employment Services shall strive to place/assign all remaining UAT employees within fifteen (15) days after (h) and (i) above. It is understood that in certain cases it may take longer than fifteen (15) days to place/assign some UAT employees. When making such placements/assignments, Instructional Employment Services shall strive to consider the wishes of the affected employees.

Paragraph l – No change

Page 7

SECTION F 2 a in the last line, change "D" to "E" and in F 2 b, change "Chief Personnel Officer" to "Director of Instructional Employment"

SECTION G – No change

SECTIONS I thru K – No change

-4



T/A – 2/10/06

ARTICLE IV – VACANCIES AND TRANSFERS

SECTION C –VOLUNTARY TRANSFER PERIOD

Amend by adding the following paragraph:

- 5. Hardship Transfer:** An employee who has completed at least one year of service with the District may apply for a hardship transfer when there is a serious medical and/or serious personal problem that can be substantiated to the satisfaction of his/her Area Superintendent or designee. Any approved hardship transfer will be effective at the beginning of a school semester, if an appropriate vacancy exists. The determination of the Area Superintendent/designee shall be final without appeal through the grievance or other procedures. Travel time and/or distances alone will not be considered as a reason to seek or to grant a hardship transfer. If the employee's condition is one that should be considered under provisions of the Americans With Disabilities Act (ADA), the employee will be directed to apply for an ADA accommodation with the District's EEO/ADA Coordinator in lieu of a hardship transfer.



T/A- 2/10/06

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ARTICLE IV – VACANCIES AND TRANSFERS

SECTION E – UNIT ADJUSTMENT TRANSFER (UAT) PROCEDURES

Amend as follows:

- 1 d. Employees holding the following positions during the school year prior to the year during which Unit Adjustment Transfer actually occurs will not be considered a UAT:
 - (1) Ten (10) High School Head Coaches selected by each respective High School Principal.
 - (2) High School Athletic Directors.
 - (3) High School Directors of Band and/or Chorus.
 - (4) High School Advisors of Yearbook and/or Newspaper
 - (5) High School Coaches of Drama and/or Debate
 - (6) Employees who have received additional training within the District to teach in specific special programs (Montessori and International Baccalaureate, etc.).
 - (7) **Effective July 1, 2006, the School's Lead Association Faculty representative as annually designated by the Association President.**
This Lead Association Faculty Representative will not be subject to a UAT unless he/she is the only employee at that school who is assigned to an area that is losing a unit.)
 - (8) Each High School Principal may make one (1) exception in addition to those exceptions listed above.
- e. Any additions to the above list of exceptions must be mutually agreed upon by the Association and the Superintendent's designee.



T/A – 2/10/06

ARTICLE IV – VACANCIES AND TRANSFERS

SECTION H – LAYOFF/CALL-BACK PROCEDURES

Paragraph 1 - No change

Amend Paragraph 2 as follows:

2. For the purposes of this Agreement, seniority shall be is defined as length the beginning date of continuous service employment with the District in this bargaining unit, including approved leaves from the last date of employment in this bargaining unit within the county. If an employee in this bargaining unit leaves the unit for another position in the District and returns to a position in this bargaining unit within twelve (12) months, his/her seniority will be the original date of employment in this bargaining unit upon his/her return. When If ties occur in determining seniority, they will be broken by the date on which employment was offered by the Division of Personnel Human Resources or the date of the Principal's recommendation, whichever is the earlier date. If a ties remains, the decision as to determination of who shall be released has the greater seniority shall be a coin toss witnessed by an Association representatives.

Paragraphs 3 thru 8 – No change



T/A – 2/10/06

ARTICLE IV – VACANICES AND TRANSFERS

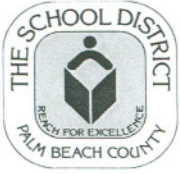
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SECTION J – SUMMER SCHOOL (SPECIAL SESSION) EMPLOYEES

New:

7. Notwithstanding other provisions of this Section, the Lead Faculty Representative (as designated by the Association President pursuant to Article VI, Section A 12 of this Agreement) who is certified to be employed in a summer (special session) vacancy at his/her school and who applies for such vacancy, will be given priority consideration to be appointed to fill that summer vacancy.

8. Effective July 1, 2006, all terms and conditions of employment applicable to summer (special session) school employees also are applicable to the District's Voluntary Pre-Kindergarten employees.



T/A -2/10/06

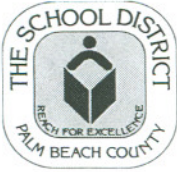
SCHOOL DISTRICT PROPOSAL FOR CTA

ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES

SECTION A – PRIVILEGES

Amend by addition as follows:

12. A list containing the names of the Lead Association Faculty Representative at each school will be provided and verified in writing by the Association President to the District's Chief Negotiator and to the Director of Instructional Staffing each school year no later than October 15. Such written and verified list will include the name of the Lead Association Faculty Representative and the school where he/she is the Lead Association Faculty Representative for that school year. Only one (1) Lead Association Representative for each school may be included on this list.



ARTICLE VIII – COMPENSATION AND BENEFITS

SECTION A – SALARY

1. Pursuant to the provisions of Section A,⁽³⁾ the parties have agreed upon the value of step increments and that all eligible employees except as provided in Article VIII, Section C below, or as provided in Appendix A, paragraphs 3 and 4, shall be granted a step increase or minimum 4% increase effective July 1, 2006, except as otherwise provided for in this agreement. Except as provided otherwise in this Agreement, a new full-time instructional employee with no years of recognized prior experience who is employed by the District for the 2006-2007 school year will be paid a base salary of \$33,830 pursuant to the negotiated Teacher's Salary Schedule contained in Appendix A of this Agreement.
- ~~1. Effective July 1, 2003, employees shall be granted a step increase or a minimum 3% increase, pursuant to the FY2004 Salary Schedule for Classroom Teachers Association-CTA.~~
- ~~2. Effective July 1, 2004, employees shall be granted a step increase or a minimum 3% increase, pursuant to the FY 2005 Salary Schedule for Classroom Teachers Association-CTA.~~
- ~~3. Effective July 1, 2005, employees shall be granted a step increase or a minimum 4% increase pursuant to the FY2006 Salary Schedule for Classroom Teachers Association-CTA~~
- ~~4.~~ 2. The parties further agree that effective June 30, 2002, and thereafter, any negotiated salary increase will recognize any step increase as a part of the total negotiated salary increase.
- ~~5.~~ 3. The parties agree that effective June 30, 2004, employees will be eligible for a step increment at the beginning of the school year; however, the step increment will not be implemented until the value of the step has been determined through negotiations.
 - a. Upon Association and Board approval of this Agreement, the salary schedule in Appendix A becomes effective. Employees who receive an overall "satisfactory" rating on the District's CTAS Evaluation System the previous year will be paid at the appropriate S1 column of the salary schedule. In the event the legislature significantly increases Palm Beach County School District discretionary funding on a weighted per student basis, the parties may convene to negotiate amendments to the salary settlement. Discretionary funding reflects funds not restricted by state categoricals, or increases in Florida Retirement System (FRS) employer contribution rates.
- ~~6. The parties agree to establish a joint committee to develop recommendations for restructuring the salary schedule. The committee shall also explore the criterion and timing of annual step advancement. Recommendations will be submitted to the Superintendent of Schools, President of the Classroom Teachers Association and both bargaining teams no later than October 2005. The parties shall commence bargaining immediately thereafter.~~



T/A – 2/10/06

ARTICLE VIII, SECTION B

Amend paragraph 8 as follows:

8. Effective January 7, 2003, the District will recognize and accept service credit for each year of full-time prior teaching service for which each new employee received a satisfactory performance evaluation. As used herein a “new employee” is one who was not an employee of the District on January 6, 2003 but who becomes an employee of the District on or after January 7, 2003, **or who leaves the employment of the District for at least one school year and is subsequently re-employed by the District on or after July 1, 2004 as an instructional employee.** The District will treat years of teaching experience out of the District the same as years of experience within the District. Instructional personnel employed pursuant to Florida Statutes section 121.091 (9)(b)3 (i.e. re-employed retired personnel) are exempt from these provisions. **As used herein, “one school year” shall mean two (2) consecutive regular school semesters even if these semesters are separated by a summer break.**



ARTICLE VIII, SECTION R – ATTENDANCE INCENTIVE PILOT PROGRAMS

New Section:

1. Effective July 1, 2006, two new attendance Incentive Pilot Programs will be established as follows:
 - a. Each Area Superintendent will designate two high schools, two middle schools and two elementary schools in their respective Areas to participate in these pilot programs.
 - b. During pre-school, the instructional staff at each designated school will be informed of these pilots and a vote will be conducted either by its Employee Building Council (EBC) or by the Association Lead Representative at that school to determine if the school will participate in this Pilot. The vote is whether or not to participate and is not on which Program (A or B) the school will be in.
 - c. If a school votes not to participate, the Area Superintendent will designate another appropriate level school in his/her Area. If a school votes to participate, a flip of a coin conducted by each Area Superintendent will determine which Incentive Pilot Program will be instituted at each school so one elementary, one middle and one high school will participate in Program A and one elementary, one middle school and one high school will participate in Program B in each Area.

PROGRAM A

Each full-time employee assigned full-time to a Program A Pilot School for the 2006-2007 school year, at each employee's option, will be awarded 80% of the dollar value, minus standard deductions, for cashing-in up to the first five (5) unused sick leave days accumulated that school year.

For example, an employee is paid at the rate of \$230 per day and uses none of his/her accumulated days of sick leave earned during the 2006-2007 school year as sick leave or for any purpose including personal leave. This employee will be eligible to cash-in five (5) of these days at 80% of their dollar value by June 30, 2007, i.e. $\$230 \times 80\% \times 5 = \920 , minus standard deductions. If this same employee uses two (2) days of sick leave for any purpose, including personal leave, during the school year, this employee will be eligible to cash-in three (3) of the first five (5) days of accumulated sick leave at 80% of their dollar value by June 30, 2007, i.e. $\$230 \times 80\% \times 3 = \552 , minus standard deductions.

There is no requirement for an employee to cash-in any of his/her accumulated and unused sick leave days under this Pilot Program. If an employee is eligible to utilize Appendix J of this Agreement, such employee may elect to utilize Appendix J instead of cashing-in unused sick leave days under this Pilot Program.

PROGRAM B

Each full-time employee assigned full-time to a Program B Pilot School for the 2006-2007 school year will be monetarily awarded as follows: The total number of sick leave days collectively used for any purpose, including personal leave, by the entire instructional staff (full-time employees assigned full-time to the school) during the 2006-2007 school year will be subtracted from the total number of sick leave days collectively used for any purpose, including personal leave, during the 2005-2006 school year. Any net reduction in the total number of sick leave days collectively used will be multiplied by seventy dollars (\$70). This dollar amount will be equally divided among and paid, minus standard deductions, to all full-time instructional staff members who were assigned full-time to the school during the 2006-2007 school year. Sick leave days provided by the CTA Sick Leave Bank to employees assigned to a Pilot school will not be used in determining the number of days used during either the 2005-2006 or the 2006-2007 school years.

For example, a school has 90 full-time employees assigned full-time to the school during the 2005-2006 school year and collectively used a total of 873 days of sick leave during that school year. During the 2006-2007 school year, this staff collectively uses a total of 180 days of sick leave days for a net reduction of 693 days. $\$70 \times 693 = \$48,510$. Each of the 90 full-time staff would receive $\$48,510 \div 90 = \539 , minus standard deductions, by June 30, 2007.

- d. The District will study the results of each Pilot Program to determine which Program may have significantly reduced the number of sick/personal leave days used.
 - e. The results of these pilot attendance incentive programs will be shared with the Association President and the Superintendent.
2. These pilot programs will terminate at the end of the 2006-2007 fiscal year, but the results of the programs may be used by either the Association or the District as a basis to propose another pilot or a more permanent attendance incentive program(s) to be negotiated and incorporated into the parties' Collective Bargaining Agreement or incorporated into a Memorandum of Understanding between the parties.



ARTICLE VIII – COMPENSATION AND BENEFITS

New Section

-4

SECTION Q – MEDICAID INCENTIVES

1. Upon School Board adoption of this Agreement and commencing with the 2004-2005 school year, employees who are non-federally funded and who provide health-related services to Medicaid eligible students who participate in Medicaid Billing (Direct Service) will receive the following benefits from the incentive funds set-aside (budgeted) to the ESE Department's Medicaid Budget:
 - 70% will be set-aside and paid as stipends to be calculated on a prorated share basis according to the amount billed.
 - 23% will be set-aside to purchase additional materials and test protocols for eligible employees who participated in Medicaid billings. A joint committee comprised of representatives of those employee groups who participated in the Medicaid billings and ESE administrators will determine what additional materials and test protocols will be purchased for eligible employees who participated in Medicaid billings.
 - 7% will be set aside for staff development and CEU accumulation. The joint committee mentioned above will determine the topic(s) and recommend speaker(s).
2. Representatives of the ESE Department and the CTA will meet within ninety (90) days after the Medicaid budget is placed into the ESE Department budget, to determine the actual prorated share for each eligible employee that shall be based on the billing status of each eligible employee.
3. The parties agree to continue to dialog for the purpose of reaching a consensus regarding the "assignment" of equipment, materials and supplies purchased by the District with Medicaid funds for an eligible employee in the event the employee moves to another school/work site or leaves the employment of the District.
4. To assist in reducing the paperwork requirement, the ESE Department has sent the initial HIPPA compliance consent letters for Medicaid billing to parents/guardians. When the new reporting system is operational, eligible employees will not need to assist in sending or obtaining signed HIPPA consent forms. Until the new reporting system is operational, eligible employees may be requested to assist the ESE Department and schools obtain signed parental consent forms.
5. It is further agreed that employees who are non-federally funded and who provide health-related services to Medicaid eligible students and who are therefore eligible to bill for Medicaid reimbursement, shall be required to submit such Medicaid billings as part of this

Collective Bargaining Agreement. The Parties urge employees to bill monthly, but agree that such billings are to be completed on a school grading period basis. All billings must be submitted to the appropriate District Department by the last day of the grading period during which the Medicaid services are provided. For those employees assigned to service elementary students, the deadline for billing is the last day of each elementary school grading period during the regular school year. For those employees assigned to service secondary students, the deadline for billing is the last day of each secondary school grading period during the regular school year. Employees who are assigned to work during the District's Special Session (summer school) and who provide Medicaid reimbursable services, the deadline for billing for these services is the employee's last work day of that Special Session (summer school).

6. Upon implementation of this Section, employees who are not eligible to bill will be notified in writing that they are not eligible to bill and those who are eligible to bill will be notified via means determined by the ESE Department. Any eligible employee who later becomes ineligible also will be notified in writing. As soon the new reporting system is operational, those who are eligible to bill for Medicaid reimbursement for the District shall be notified of training sessions on the new system that will be scheduled during their working hours. The ESE Department will provide this training opportunity so that if an employee is unable to attend the initial session, they may attend a make-up session. All eligible employees are required to attend one of these training sessions.



APPENDIX A – PERFORMANCE-BASED SALARY SCHEDULES

Amend paragraphs 2, 3, 4 and 5 as follows:

-4

2. Advanced Degree (Effective January 1, 2006):

Masters	Add:	\$ 2,5 <u>3,000</u> to Bachelor's
Double Masters	Add:	\$ 3 <u>4,500</u> to Bachelor's
Specialist*	Add:	\$ 3 <u>4,500</u> to Bachelor's
Doctorate	Add:	\$ 5 <u>6,000</u> to Bachelor's
National Board Certification**	Add:	\$ <u>2,000</u> to Bachelor's
SCCC or NCSP Certification***	Add:	\$ 4 <u>2,000</u> to Bachelor's****

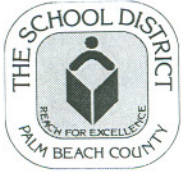
* A degree comparable to the Specialists Degree in Florida, as determined by the District, will be recognized for this advanced degree supplement.

** This amount will be paid to a holder of a valid National Board for Professional Teaching Standards (NBPTS) certificate in addition to any supplement amount appropriated by the Florida Legislature.

*** This amount will be paid to a holder of a valid "Standards for the Certificate of Clinical Competence" (SCCC) certificate or of a valid "National Certified School Psychologist" (NCSP) certificate.

**** ~~This amount increases to \$2,000 effective July 1, 2005.~~

An employee holding more than one of the following certificates is eligible to receive only one supplement: NBPTS, SCCC, or NCSP. ~~The employee will receive the higher supplement.~~



APPENDIX A – PERFORMANCE-BASED SALARY SCHEDULES

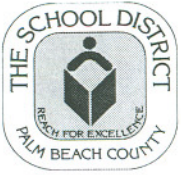
Amend paragraphs 3, 4 and 5 as follows:

3. The positions of Speech Pathologist (meeting requirements), School Psychologist, Occupational/Physical Therapist, Audiologist and ROTC employee shall be paid on the above salary schedule based upon experience, degree and contact status. The **minimum** entry level for the above positions shall be at step 10 (PSC/CC column); however, actual years of teaching experience must be earned in or out of the District to achieve step 19 on the salary schedule. **Effective July 1, 2006, an employee who is assigned to one of the above listed positions who was at step 18 of the salary schedule during the 2005-2006 school year or who achieves step 18 in the future will be paid at step 18 for a period of five (5) school years or until the employee has 19 actual years of teaching experience in or out of the District, whichever occurs first, and will be advanced to step 19 at that time pursuant to Article VIII, Section A 5 of this Agreement.**
4. **An exception to the standard established in paragraph 3 above is when the District is required to pay an ROTC employee an annual salary that is greater than that provided by the salary schedule. In such cases, the ROTC employee will be paid the higher salary and will not be eligible for future negotiated salary increases until and unless the negotiated salary schedule provides a higher salary than the salary the District is required to pay the ROTC employee. This exception is effective on the date of Board approval of this Agreement.**
5. **Effective on the date of Board approval of this Agreement, and notwithstanding any other provisions of this Agreement, the salary of an employee granted additional step(s) and/or a higher salary column placement as provided in paragraphs 3 and 4 above who later moves to a different position that does not provide for additional steps and/or a higher salary column placement, will have his/her salary and/or salary column placement appropriately adjusted at the time he/she moves to the different position.**

(District proposes to move current paragraph 4 below to Article I, Section A of the Contract.)

4. Year of Service Defined – A year of service shall be defined as that sum of compensated duty days of six hours (6) hours or more which exceeds one-half (1/2) of the employee's contract year or 99 compensated duty days, whichever is greater.
- ~~5. The parties agree that the joint committee mentioned below will continue to study and make recommendations on what degrees from other states are comparable to the "Specialist Degree" in Florida. This may necessitate the formulation of a survey to be sent to each state's Department of Education to assist the committee in making its recommendations. The Association shall appoint five (5) representatives to this joint committee and the District shall appoint five (5) representatives to this joint committee. The report will be due from the~~

~~joint committee to the Superintendent of Schools and to the President of the Association by
December 1, 2002.~~



APPENDIX A – PERFORMANCE-BASED SALARY SCHEDULE

- ~~5. The parties agree that the joint committee mentioned below will continue to study and make recommendations on what degrees from other states are comparable to the “Special Degree” in Florida. This may necessitate the formulation of a survey to be sent to each State’s Department of Education to assist the committee in making its recommendations.~~

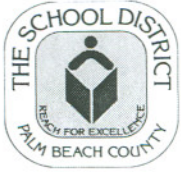
~~The Association shall appoint five (5) representatives to this joint committee and the District shall appoint five (5) representatives to this joint committee. The report will be due from joint committee to the Superintendent of Schools and to the President of the Association by December 1, 2002.~~

4. In addressing the educational needs of its lowest performing students, the District implemented various initiatives that are designed to identify schools with at-risk student populations and provide intensive support and intervention. These initiatives reflect approaches, models and strategies that are associated with best practices and that have been proven to impact the academic performance of all students, especially low-income and minority students.

To that end, the parties recognize that the essence of reform is rooted in a sharing of the responsibility for insuring that ALL children realize their fullest academic potential. Accordingly, the School District of Palm Beach County and the Palm Beach County Classroom Teachers Association have agreed to implement the High Needs Schools Pilot at designated high needs schools. This Pilot continues the District’s strategy of differentiated levels of support aligned to school needs.

Given the value added by a high quality well trained teaching team, the parties further agree that instructional employees selected for assignment to a designated high needs school shall earn a twenty (20) percent pay supplement which will be made part of the employee’s base salary for the duration of the assignment, and that a comprehensive professional development program that includes the Educational Research and Dissemination in-service components will be instituted.

Immediately upon ratification of this agreement the parties shall commence negotiating such modifications of labor contract as are necessary to implement the High Needs Schools Pilot, effective with the 2006-2007 school year.



APPENDIX B – SUPPLEMENTS

- 1. Unless otherwise noted below, effective July 1, 2006, \$ supplements are to be paid for service performed beyond the regular duty day. Therefore, employees, excluding High School Athletic Directors, receiving any supplements are to teach or carry a full instructional assignment.**
- The parties agree that when filling these supplemental positions, the responsibilities associated with each supplement may be divided among two or more employees. When this occurs, the supplement's salary will be divided between or among those employees who are sharing the supplement's responsibilities.
- 3. The parties also agree that should the District determine that no employee at a work site is qualified to perform the responsibilities of a particular supplement or if no employee at that work site wishes to fill the supplement, the District may fill the position with an employee assigned to a different work site or with personnel not in the T-bargaining unit.**

CATEGORY 1

\$5,250 effective July 1, 2006 and \$5,460 effective July 1, 2007

- Athletic Trainer
- One per School District – Executive Director High School Athletics

CATEGORY 2

\$4,725 effective July 1, 2006 and \$4,915 effective July 1, 2007

- High School Athletic Director

CATEGORY 3

\$3,950 effective July 1, 2006 and \$4,110 effective July 1, 2007

- High School Head Coach Football
- High School Band Director
- High School Head Coach Basketball

CATEGORY 4

\$3,150 effective July 1, 2006 and \$3,275 effective July 1, 2007

- High School Head Coach Baseball
- High School Cheerleading Varsity Coach (2 semesters)
- High School Varsity Female Sports Coach (**one supplement for each Varsity Female Sport offered**)
- High School Head Coach Soccer
- High School Head Coach Softball
- High School Head Coach Swimming
- High School Head Coach Wrestling
- High School Head Coach Track
- High School Head Coach Volleyball

CATEGORY 5

\$2,900 effective July 1, 2006 and \$3,015 effective July 1, 2007

- High School Assist. Coach Football
- High School J. V. Coach Football
- High School Chorus Director
- High School 9th Grade Football Coach
- High School Assist. Band Director
- **High School Science Club Advisor/Science Fair Coordinator**
- High School J.V. Coach Basketball

CATEGORY 6

\$2,400 effective July 1, 2006 and \$2,500 effective July 1, 2007

- High School Assist. Athletic Director
- High School J. V. Coach Baseball
- High School J. V. Coach Wrestling
- High School J. V. Female Sports Coach (**one supplement for each J. V. Female Sport offered**)
- High School J. V. Coach Soccer
- High School J. V. Coach Softball
- High School J. V. Coach Volleyball
- Middle School Athletic Director (10-15 sports)

CATEGORY 7

\$2,100 effective July 1, 2006 and \$2,185 effective July 1, 2007

- High School Cross Country Coach
- High School Debate Coach
- High School Drama Coach
- High School Head Coach Tennis
- High School Student Government Sponsor
- Middle School Band Director
- **All Levels - SACS Chair for "School Improvement" Accreditation**
- All Levels - Special Olympics (Paid to an employee or shared among employees who prepare students for and supervise eligible students at official Special Olympic competitive events.)
- One per School District – County Council of Student Councils

CATEGORY 8

\$1,850 effective July 1, 2006 and \$1,925 effective July 1, 2007

- High School 9th Grade Coach Basketball
- High School Bowling Coach
- High School Assist. Coach Baseball
- High School J. V. Cheerleading Coach
- High School Dance/Drill Team Coach
- High School Golf Coach
- High School Gymnastics/Weight Coach
- High School Assist. Coach Soccer
- High School Assist. Coach Softball
- High School Assist. Coach Swimming
- High School Assist. Coach Tennis
- High School Assist. Coach Track

- High School Assist. Coach Volleyball
- High School Assist. Coach Wrestling
- High School Newspaper Advisor
- High School Yearbook Advisor
- High School Senior Class Sponsor
- High School 9th Grade Female Sports Coach (one supplement for each 9th Grade Female Sport offered)
- Middle School Athletic Director (5-9 sports)
- Middle School Head Coach Baseball
- Middle School Head Coach Basketball
- Middle School Head Coach Soccer
- Middle School Head Coach Track
- Middle School Head Coach Volleyball
- Middle School Science Club Advisor/Science Fair Coordinator

CATEGORY 9

\$1,575 effective July 1, 2006 and \$1,640 effective July 1, 2007

- Middle School Athletic Director (2-4 sports)
- Middle School Assist. Band Director
- Middle School Chorus Director

CATEGORY 10

\$1,100 effective July 1, 2006 and \$1,145 effective July 1, 2007

- High School Junior Class Sponsor
- High School FL. Future Educators Club Advisor
- High School Vocational Ag.
- All Levels - SAC Chairperson (must serve as SAC Chairperson at school employed)
- Middle School Debate Coach
- Middle School Drama Coach
- Middle School Newspaper Advisor
- Middle school Student Government Sponsor
- Middle School Yearbook Advisor
- All Levels SECME Advisory (\$1,100 per semester effective July 1, 2006, and \$1,145 per semester effective July 1, 2007)
- One Supplement per Area – District Science/Math Fair Coordinator/Facilitator

CATEGORY 11

\$800 effective July 1, 2006 and \$835 effective July 1, 2007

- High School Future Farmers of Amer. Club Advisor
- Middle School FL. Future Educators Club Advisor
- Middle School Intramural Coordinator
- Elementary Safety Patrol Coordinator
- Elementary Teachers of Tomorrow Sponsor
- All Levels - Academic Games Sponsor (\$800 per season effective July 1, 2006, and \$835 per season effective July 1, 2007)

CATEGORY 12

\$550 effective July 1, 2006 and \$575 effective July 1, 2007

- High School National Honor Society Sponsor
- High School Academic Tournament Sponsor
- Middle School Intramural Sponsor
- Elementary School Math/Science Fair Coordinator
- All Levels - Chess Club Sponsor
- All Levels - Art Exhibitors (Each school is allocated one art exhibit supplement for school-wide, District and/or community exhibits. For other art activities or clubs agreed upon by the art instructor and his/her Principal will count as one of the \$540 effective July 1, 2006, and \$562 effective July 1, 2007 SPECIAL ACTIVITIES supplements).

SPECIAL ACTIVITIES

- High Schools – effective July 1, 2006, one \$540 supplement/75 students (this amount increases to \$562 effective July 1, 2007)
- Middle Schools – effective July 1, 2006, one \$540 supplement/75 students (this amount increases to \$562 effective July 1, 2007)
- Elementary schools – effective July 1, 2006, one \$540 supplement/65 students. A minimum of ten supplements will be allocated to each elementary school (this amount increases to \$562 effective July 1, 2007)
- Elementary Music Coordinator – effective July 1, 2006, \$200 per major production, not to exceed three major productions per school year (this amount increases to \$208 effective July 1, 2007)
- All Levels - Department Head/Grade Chair/Team Leader- effective July 1, 2006, \$225 per member as of Oct. 1 of each year. Effective July 1, 2006, in Middle Schools having both Team Leaders and Department Chairs such Leaders and Chairs will receive \$225 per member as of Oct. 1 of each year (this amount increases to \$235 effective July 1, 2007). Effective July 1, 2006 in instances when the same employee is both a Team Leader and a Department Chair at the same time, such employee will receive \$160 per member of the Department and \$160 per member of the Team as of Oct. 1 of each school year (this amount increases to \$167 effective July 1, 2007).
- All Levels - Supplemental Hourly Rate - \$20.44/hour effective July 1, 2006
- All Levels - Trainers who provide training for those attending Mandatory In-Service - \$7 per hour in addition to the Mandatory In-Service Hourly Rate.
- High School Advanced Placement (AP) Supplement - \$50 per student passing an AP exam. (This ratio and payment is contingent on continuation of State AP funding and compliance with the State AP funding formula.)
- High School (effective July 1, 2005) – Community Service Facilitator supplement dependent on the number of students enrolled in and who successfully complete the course(s) “Voluntary School/Community Service” and/or “Voluntary Public Service” that semester, ie. 1-25 students - \$510 per semester, 26-50 students – \$1,020 per semester and 51+ students - \$1,530 per semester.)



T/A – 2/10/06

APPENDIX D – GLADES SUPPLEMENT

- 4

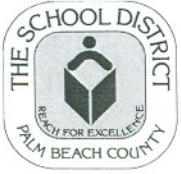
All employees who work or reside in the Glades Area shall receive a supplement of two thousand two hundred dollars (\$2,200) per school year.

Effective January 1, 2006 all employees on that date who reside in the Glades Area, but who are not assigned to work in the Glades Area and who were receiving the Glades supplement of \$2,200 during 2005-2006 school year will continue to receive that annual supplement amount for as long as they reside in the Glades Area or until such time they become eligible to receive the higher Glades Supplement as set forth below.

Effective January 1, 2006, employees who are assigned to a Glades Area school/facility will be paid the following annual Glades Supplements:

<u>Number of Actual Years of Teaching Service With the District:</u>	<u>Annual Glades Supplement</u>
<u>0-2</u>	<u>\$3,000</u>
<u>3-8</u>	<u>\$4,500</u>
<u>9 +</u>	<u>\$5,500</u>

Should an employee who is eligible to receive a Glades Supplement be assigned to work or reside in the Glades Area less than his/her designated full-time, contractual number of days the appropriate Glades Supplement dollar amount will be prorated for the number of actual full and partial days the employee is assigned contracted with to work at a that Glades school/facility.



T/A – 2/15/06

SCHOOL DISTRICT PROPOSAL FOR CTA

APPENIX G – PERMANENT SUBSTITUTE EMPLOYEES

Effective July 1, 2003 — \$116.44 per day

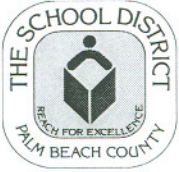
~~The parties agree that to be eligible for a retro active increase effective to July 1, 2003, a Permanent Substitute employee must have been an employee of the District on April 21, 2004. Permanent Substitute employees who meet this criterion will receive a retroactive increase to their daily rate of pay for the days they were on paid status during the period July 1, 2003 through April 21, 2004.~~

Effective July 1, 2004 — \$119.93 per day

Effective July 1, 2005 — \$124.73 per day

Effective July 1, 2006 \$129.72 per day

The parties agree not to affect changes or alterations to Appendix G as set forth above, until July 1, 2006 **2007**.



T/A – 2/1/06

Unchanged from December 19, 2005

SCHOOL DISTRICT PROPOSAL FOR CTA

APPENDIX J – ANNUAL OPTIONAL PAY-OUT FOR ACCUMULATED SICK LEAVE

Amend as follows:

At the end of each school year (June 30) an employee who has more than one-hundred ~~fifty~~ seventy-five ~~(175)~~ (150) accumulated unused sick leave days may exercise the option of receiving payment from the ~~School Board~~ District for any days in excess of one-hundred ~~fifty~~ seventy-five ~~(175)~~ (150) earned during that school year.

Option One:

An employee shall receive a tax sheltered annuity in his/her name from an annuity company selected by the employee and approved to do business in the School District. The ~~Board's~~ District's cost of purchasing said annuity will be equal to the employee's daily rate of pay on that employee's last employment date of that school year times 80% of the number of accumulated sick leave days in excess of one-hundred ~~fifty~~ seventy-five ~~(175)~~ (150) earned in the ~~present~~ that school year. This amount cannot exceed the IRS limitation which is twenty percent (20%) of the annual salary or \$9,500, whichever is less.

Option Two:

An employee shall receive a gross payment equal to the employee's daily rate of pay on the employee's last employment day of that school year times 80% of the number of accumulated sick leave days in excess of one-hundred ~~fifty~~ seventy-five ~~(175)~~ (150) earned in the ~~present~~ that school year. It is understood that this payment shall be subject to all legal withholdings and is not tax sheltered.

Option Three:

An employee may receive both an annuity, as provided in Option One, and a payment, as provided in Option Two. The employee will designate the amount to be put into the annuity with the balance to be paid to the employee. The total cost to the ~~Board~~ District under this option shall not exceed the cost of either Option One or Option Two.

Page 2.

The above options may be exercised by the employee if he/she has accumulated more than one-hundred ~~fifty~~ ~~seventy-five (175)~~ **(150)** days of unused sick leave at the end of any school year as set forth above

**FY 2007 Salary Schedule
For Classroom Teachers Association - CTA
FY 2007**

Salary Schedule							
Step	AC				PSC/CC		
		S1	S2		S1	S2	
0	\$	33,830	\$	33,670			
1		34,845		34,685			
2		36,239		36,079			
3		37,315		37,155	\$	37,315	\$ 37,155
4		37,328		37,168		37,338	37,178
5		37,515		37,355		37,949	37,789
6		37,699		37,539		39,089	38,929
7		37,846		37,686		40,270	40,110
8		37,948		37,788		41,257	41,097
9		38,156		37,996		42,502	42,342
10		38,369		38,209		43,886	43,726
11		38,671		38,511		45,654	45,494
12		39,222		39,062		47,028	46,868
13		39,771		39,611		48,453	48,293
14		40,321		40,161		49,645	49,485
15		40,869		40,709		50,822	50,662
16		41,412		41,252		52,220	52,060
17		41,961		41,801		53,631	53,471
18		42,502		42,342		54,806	54,646
19		42,779		42,619		56,878	56,718
20		43,047		42,887		58,587	58,427
21		43,300		43,140		60,327	60,167
22		43,300		43,140		60,327	60,167
23		43,300		43,140		62,116	61,956
24		43,300		43,140		62,707	62,547
25		43,300		43,140		64,569	64,409

S1 - Employees who received a satisfactory evaluation the previous school year.

S2 - Employees who did not receive a satisfactory evaluation the previous school year.

* All employees compensated the previous year at step 25 or above shall be granted a 4% salary increase or paid a base salary of \$68,848.