

The Palm Beach County Classroom Teachers Association (CTA)
Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Openers by Section for District Management

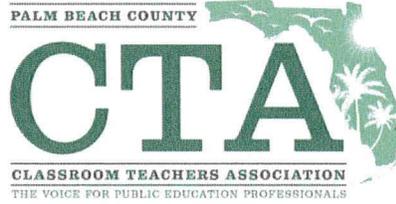
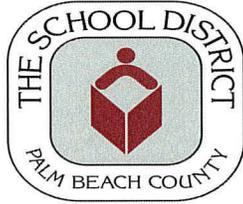
Tentative Agreement

Between

**The School Board of
Palm Beach County, Florida**

And

**The Palm Beach County
Classroom Teachers Association**



July 1, 2022 - June 30, 2025

**Reopener Negotiations for the
2023-2024 School Year**

Tentative Agreement:

School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date:

9/15/2023

Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

The Palm Beach County Classroom Teachers Association (CTA)
Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Openers by Section for District Management

Preamble - Page 10

Proposed Language

This **modified** Agreement to the **July 1, 2022 – June 30, 2023 Successor** Comprehensive Bargaining Agreement has been negotiated by and between the School Board of Palm Beach County, Florida and the Palm Beach County Classroom Teachers Association (CTA). This **modified** Agreement was approved by the School Board on **September 21, 2022** _____ and ratified by CTA on **October 14, 2022** _____.

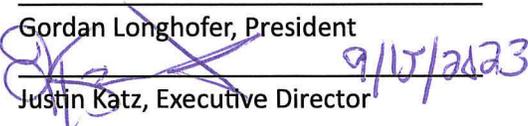
Unless otherwise provided herein, this **modified** Agreement shall be effective when ratified and approved by both Parties and shall continue in full force and effect through June 30, 2025. The Parties agree that this **modified** Agreement incorporates all written understandings between the Parties entered into prior to the effective date of this **new modified** comprehensive Agreement unless expired or agreed to in writing otherwise. During this **modified** Agreement, either Party may open the contract as follows: ~~In April of the first year (2023) of this Agreement either Party may reopen Article VIII, Section A – Salary and Appendix A – Performance-Based Salary Schedule plus two (2) additional Appendices and select four additional Sections each to negotiate.~~ In April of the second year (2024) of the **is Successor** Agreement, either Party may reopen Article VIII, Section A - Salary and Appendix A - Performance-Based Salary Schedule plus two (2) additional Appendices and select four (4) additional Sections each to negotiate. Any recommendations from joint study committees will be in addition to the number of articles and sections allowed during reopeners. **Any Appendix that has expired may be allowed during reopeners.**

The Parties agree that nothing herein prohibits the opening of negotiations in April of 2025 for a successor Agreement prior to the expiration of this Agreement. In addition, the Association agrees to participate in reopened coalition negotiations with the District in 2024~~3~~ for changes in calendar year 2025~~4~~ as provided in Article VIII, Section H, of this Agreement. Should future coalition agreements call for the reopening of Article VIII, Section H, the Parties agree to comply with the reopener provisions.

In WITNESS WHEREOF, the aforementioned Parties have executed and ratified this Agreement on the ____ day of **November** _____, 2023~~2~~.

FOR THE PALM BEACH COUNTY
CLASSROOM TEACHERS ASSOCIATION

Gordan Longhofer, President

 9/15/2023

Justin Katz, Executive Director

Gilda Morgan-Williams, Vice President

FOR THE SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA

Frank A. Barbieri, Jr., Esq, Board Chairperson

Michael J. Burke, Superintendent

Edward Tierney, Deputy Superintendent

Heather Frederick, Chief Financial Officer

Tim Kubrick

Chief of Human Resources and Chief Negotiator

Tentative Agreement:

School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date: 9/15/2023

Palm Beach Classroom Teachers Association:



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Proposed Language Re-Openers by Section for District Management

Article VIII - Section A Salary (Pages 103-105)

Proposed Language

Effective July 1, ~~2022~~ 2023, all employees, including Permanent Substitutes, will receive a ~~3.5%~~ 7% blended increase as referenced in Appendix A. In addition, all employees will receive a one-time supplement of \$1,500 or the equivalent of 3% of the employee's base salary, whichever is greater. Employees working less than full-time will receive the pro-rated amount based on their FTE.

1. Effective July 1, ~~2022~~ 2023, the Grandfathered "Open Range" (minimum-maximum) Salary Schedule has the beginning base salary of \$47,500 and a top annual base salary of ~~\$95,789~~ \$103,069. Effective July 1, ~~2022~~ 2023, the Performance Pay Salary Schedule (minimum-maximum) has the beginning base salary of ~~\$49,133~~ \$51,500 and a top annual base salary of ~~\$97,280~~ \$104,576.
 - a. **EMPLOYEES RATED EFFECTIVE:** The Parties agree that full-time employees who are on the "Open Range" Performance Pay Salary Schedule who receive an over-all evaluation rating of "Effective" for the ~~2021-2022~~ 2022-2023 school year and those full-time employees who are on the "Open Range" Grandfathered Salary Schedule who receive an over-all evaluation rating of "Effective" for the ~~2021-2022~~ 2022-2023 school year will have their annual base salaries adjusted as set forth in Appendix A effective July 1, ~~2022~~ 2023. Pursuant to State Statutes, an employee rated over- all as "Effective" may not receive a salary adjustment to his/her annual base salary that is greater than 75% of the salary adjustment a "Highly Effective" employee is granted. Eligible part-time employees will have their annual base salaries proportionately adjusted on the same date salaries are adjusted for full-time employees.

Full-time employees who were on a leave status and, thus, did not work a sufficient number of days to warrant an annual evaluation during the ~~2021-2022~~ 2022-2023 school year will be treated for pay purposes as if they were rated "Effective".

- b. **EMPLOYEES RATED HIGHLY EFFECTIVE:** The Parties agree that full-time employees who are on the "Open Range" Grandfathered Salary Schedule who receive an over-all evaluation rating of "Highly Effective" for the ~~2021-2022~~ 2022-2023 school year and those full-time employees who are on the "Open Range" Performance Pay Salary Schedule who receive an over-all evaluation rating of "Highly Effective" for the ~~2021-2022~~ 2022-2023 school year will have their annual base salaries adjusted as set forth in Appendix A effective July 1, ~~2022~~ 2023. Pursuant to State Statutes, an employee rated overall as "Effective" may not receive a salary adjustment to his/her annual base salary that is greater than 75% of the salary adjustment a "Highly Effective" employee is granted. Eligible part-time employees will have their annual base salaries proportionately adjusted on the same date salaries are adjusted for full-time employees.

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Proposed Language Re-Openers by Section for District Management

Proposed Language

Article VIII – Compensation

Section A.1.c.d.e - Salary- (Page 104)

- c. Notwithstanding 2a and/or 2b above, an employee who receives an over-all evaluation rating for the ~~2021-2022~~ **2022-2023** school year that is less than “Effective” is not eligible to be granted a salary adjustment for the 2022-2023 school year. Notwithstanding the annual salary adjustments set forth in Appendix A, such employees will continue to be paid at their 2021-2022 salary rate plus the negotiated cost of living adjustment of ~~0.85%~~ **2.05%** (which is added to their base salary).

- d. Full time employees who were new hires during the ~~2021-2022~~ **2022-2023** school year and at the minimum salary level, but who did not work a sufficient number of days to warrant an annual evaluation that school year and full time employees who are new hires during the ~~2022-2023~~ **2023-2024** school year and at the minimum salary level will continue to be paid at their current rate plus any negotiated increase that shall not be less than 75 percent of the largest adjustment for any employee of the same classification on the Open Range Grandfathered Salary Schedule inclusive of the cost of living adjustment of ~~0.85%~~ **2.05%** (which is added to their base salary).

- e. Full time employees who were new hires during the ~~2021-2022~~ **2022-2023** school year and above the minimum salary level, but who did not work a sufficient number of days to warrant an annual evaluation that school year, and full time employees who are new hires during the ~~2022-2023~~ **2023-2024** school year and above the minimum salary level will continue to be paid at their current rate plus the cost of living adjustment of ~~0.85%~~ **2.05%** (which is added to their base salary).

2. Implementation: When the Parties ratify/adopt this Agreement, any negotiated salary adjustments will be subject to the provisions in paragraph 1 of Appendix A of this Agreement. This Section and Appendix A will not be subject to being reopened for further negotiations for the ~~2022-2023~~ **2023-2024** school year except as may be required pursuant to Article I, Section E or Appendix A of this Agreement or as may be otherwise required by Florida Statutes.

The daily rate of pay for Permanent Substitute Employees, effective July 1, ~~2021~~ **2023**, will be ~~\$201.03~~ **\$215.10**.

Nothing herein prohibits the re-opening of negotiations in ~~2022-2023~~ **2023-2024** pursuant to the Preamble of this Agreement.

4. ...

The daily rate of pay for Permanent Substitute Employees, effective July 1, ~~2021~~ **2023**, will be ~~\$201.03~~ **\$215.10**.

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Proposed Language Re-Openers by Section for District Management

Appendix A – Open Range Grandfathered and Performance Pay Salary Schedules

Proposed Language Appendix A - (Page 130)

Effective July 1, ~~2022~~ 2023, and pursuant to Article VIII, Section A 2 of this Agreement, the new Open Range Performance Pay Schedule will have a minimum annual base salary of ~~\$49,133~~ \$51,500 and a maximum annual base salary of ~~\$97,280~~ \$104,576.

Effective on that same date and pursuant to Article VIII, Section A 2 of this Agreement, the Open Range Grandfathered Salary Schedule will have a minimum annual base salary of \$47,500 and a maximum annual base salary of ~~\$95,789~~ \$103,069.

Open Range Pay Schedules – Effective July 1, 2022 –2023				
Master Teacher – Performance Schedule – 10+ Years of Successful Teaching Experience				
	COLA	Salary Adjustment	Recurring Salary Increase	
Highly Effective	0.85% 2.05%	3.55% 5.45%	4.40% 7.50%	
Effective	0.85% 2.05%	2.65% 4.05%	3.50% 6.10%	
Developing/Needs Imp	0.85% 2.05%	0%	0.85% 2.05%	
Not Evaluated	0.85% 2.05%	2.65% 4.05%	3.50% 6.10%	
Range Minimum	2.05%	1.00%	3.05%	
Career Teacher – Performance Schedule – 5-9 Years of Successful Teaching Experience				
	COLA	Salary Adjustment	Recurring Salary Increase	
Highly Effective	0.85%	3.55%	4.40%	
Effective	0.85%	2.00%	2.85%	
Developing/Needs Imp	0.85%	0%	0.85%	
Not Evaluated	0.85%	2.00%	2.85%	
Certified Teacher – Performance Schedule – 0-4 Years of Successful Teaching Experience				
	COLA	Salary Adjustment	Recurring Salary Increase	
Highly Effective	0.85%	3.55%	4.40%	
Effective	0.85%	1.65%	2.50%	
Developing/Needs Imp	0.85%	0%	0.85%	
Not Evaluated	0.85%	1.65%	2.50%	
Master Teacher – Grandfathered Schedule				
	COLA	Salary Adjustment	TSIA Compression Increase	Recurring Salary Increase
Highly Effective	0.85% 2.05%	2.65% 4.05%	1.50%	3.50% 7.60%
Effective	0.85% 2.05%	1.95% 3.05%	1.50%	2.80% 6.60%
Developing/Needs Imp	0.85% 2.05%	0%	0.00%	0.85% 2.05%
Not Evaluated	0.85% 2.05%	1.95% 3.05%	1.50%	2.80% 6.60%

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Proposed Language Re-Openers by Section for District Management

Pursuant to Florida Statute §1012.22, employees may elect to transfer from the Grandfathered Schedule to the Performance Schedule prior to implementation of these increases to receive the higher recurring salary increase provided for those on the Performance Schedule.

Appendix A – Page 134

6. The Parties agree to use the below “New Hire Salary Placement Schedule” when placing full-time new hires on the Performance Pay Salary Schedule.

NEW HIRE SALARY PLACEMENT SCHEDULE	
Years of Successful Experience	Initial Annual Base Salary
0-14 0	\$49,133 \$51,500
15 1-4	\$50,151 \$52,000
16 5-9	\$50,922 \$52,500
17 10-14	\$52,172 \$53,000
18 15	\$53,269 \$53,500
19 16	\$54,642 \$54,028
20 17	\$56,498 \$55,354
21 18	\$58,107 \$56,518
22 19	\$59,634 \$57,975
23 20	\$61,213 \$59,425
24 21	\$62,525 \$60,910
25 22	\$63,826 \$62,433
23	\$63,994
24	\$65,594
25	\$67,233

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Article IV – Section B – Dues Deduction (pages 95-96)

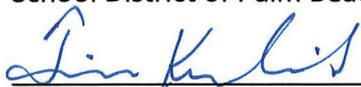
Proposed Language

Payroll dues deductions are no longer permissible under Florida Statute 447.303 as of July 1, 2023. In the event there is a change in applicable law, and where all levels of appeal have been exhausted, the District will immediately implement all provisions in this section within a reasonable time period in accordance with payroll procedures. There may be a potential financial impact to the union for re-establishing payroll deductions. Upon the reestablishment of payroll deductions, the following provisions will be reinstated.

1. The District agrees to deduct Association dues as certified by the Association from the first twenty- one (21) payroll checks of the school year of employees who voluntarily execute an authorization for such deductions. Such deductions shall be in equal installments and shall be irrevocable for periods of one (1) year except that authorizations may be withdrawn during the first fifteen (15) calendar days ending August 31, provided that written notification of withdrawal is received by the Association during such fifteen (15) calendar day period or as otherwise provided below.
2. The District will provide such payroll deduction services at an annual cost of eight hundred dollars (\$800.00).
3. The proceeds of such deduction shall be transmitted to the Association within ten (10) working days after the close of each month during which deductions are made.
4. The balance of the annual deductions shall be deducted, when possible, from the final paycheck of a member resigning his/her position, receiving an unpaid leave of absence, leaving the bargaining unit, or terminating his/her employment after the opening of the school year. If an employee who authorized payroll deductions and who failed to revoke such authorization as set forth in paragraph #1 above, still wishes to revoke his/her payroll deduction, he/she may do so by submitting a written notification of withdrawal to the Association; however, the balance of his/her annual deductions shall be deducted from his/her next paycheck and remitted to the Association. If timing does not allow the balance to be deducted from the next paycheck following receipt of the written notification of withdrawal, the balance will be deducted from the subsequent checks as long as it does not extend into the next fiscal year.
5. Any rebate of dues owed to an employee who revokes/stops his/her payroll deduction authorization in keeping with these provisions shall be subject to the policies, rules and regulations of the Association.
6. The Association will publicize these provisions to assure its members are aware of these provisions.
7. The Association will indemnify the Board and its agents against liability for all deductions made in keeping with these provisions.
8. The Association will have exclusive payroll deduction rights for union dues for members of the bargaining unit.

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Proposed Language Re-Openers by Section for District Management

Appendix B - Supplements

Proposed Language

Position	Supplement Amount
School Based Team Leader	
School Based Team Leader (1 per school)	\$1,000
Academic Games	
All Levels - Academic Games Sponsor (supplement amount listed is paid per season)	\$921
High School Academic Tournament Sponsor	\$635
Agriculture	
High School Vocational Agriculture	\$1,264
Art	
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 \$621)	\$635
Athletic Director	
Executive Director High School Athletics (One per School District)	\$6,020
High School Athletic Director	\$5,420 \$9,000
High School Assist. Athletic Director (2 per school)	\$2,757 \$4,500
Middle School Athletic Director (10-15 Sports)	\$2,757
Middle School Athletic Director (5-9 Sports)	\$2,124
Middle School Athletic Director (2-4 Sports)	\$1,809
Athletic Trainer	
Athletic Trainer	\$6,020
Band	
High School Band Director	\$4,532
High School Assist. Band Director	\$3,325
Middle School Band Director	\$2,410
Middle School Assist. Band Director	\$1,809
Baseball	
High School Head Varsity Baseball Coach	\$3,611 3,700
High School Head J.V. Baseball Coach	\$2,757 2,800
High School Asst. Baseball Coach (2 per school)	\$2,124 \$2,200
Middle School Head Baseball Coach	\$2,124

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Basketball	
High School Girls Varsity Head Basketball Coach	\$4532 \$4,600
High School Girls J.V. Head Basketball Coach	\$3325 \$3,400
High School Girls Assist. Basketball Coach (4 per school)	\$2124 \$2,200
High School Boys Varsity Head Basketball Coach	\$4,600
High School Boys J.V. Head Basketball Coach	\$3,400
High School Boys Assist. Basketball Coach (4 per school)	\$2,200
High School 9th Grade Basketball Coach	\$2,124
Middle School Head Basketball Coach	\$2,124
Bowling	
High School Girls Head Bowling Coach	\$2124 \$2,200
High School Boys Head Bowling Coach	\$2,200
Cheerleading	
High School Sideline Varsity Cheer Head Coach (2 Semesters) (Football and Basketball)	\$3611 \$3,700
High School Sideline Varsity Cheer Head Coach - Spring	\$700
High School Sideline J.V. Cheer Head Coach	\$2124 \$2,200
High School Sideline Cheer Assist. Coach (4 per school)	\$2,200
High School Sideline Cheer Assist. Coach - Spring (5 per school)	\$350
High School Competition Cheer Head Coach	\$2,500
High School Competition Cheer Assist. Coach (2 per school)	\$2,200
Chess	
All Levels - Chess Club Sponsor	\$635
Chorus	
High School Chorus Director	\$3,325
Middle School Chorus Director	\$1,809
Class Sponsor	
High School Senior Class Sponsor	\$2,124
High School Junior Class Sponsor	\$1,264
Cross Country	
High School Girls Head Cross Country Coach	\$2410 \$2,500
High School Girls Assist. Cross Country Coach	\$2,200
High School Boys Head Cross Country Coach	\$2,500
High School Boys Assist. Cross Country Coach	\$2,200
Dance/Drill Team	
High School Dance/Drill Team Coach	\$2,124

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 School District of Palm Beach County:


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Debate	
High School Debate Coach	\$2,410
Middle School Debate Coach	\$1,264
Drama	
High School Drama Coach	\$2,410
Middle School Drama Coach	\$1,264
Elementary Teachers of Tomorrow	
Elementary Teachers of Tomorrow Sponsor	\$921
Female Sports	
High School Varsity Female Sports Coach (one supplement for each Varsity Female Sport offered)	\$3,611
High School J.V. Female Sports Coach (one supplement for each J.V. Female Sport offered)	\$2,757
High School 9th Grade Female Sports Coach (one supplement for each 9th Grade Female Sport offered)	\$2,124
Flag Football	
Girls Varsity Head Flag Football Coach	\$3,700
Girls J.V. Head Flag Football Coach	\$2,800
Girls Assist. Flag Football Coach (4 per school)	\$2,200
Florida Future Educators	
High School FL. Future Educators Club Advisor	\$1,264
Middle School FL. Future Educators Club Advisor	\$921
Football	
High School Head Varsity Football Coach <ul style="list-style-type: none"> • \$6,000 (Fall) & \$1,000 (Spring) 	\$4532 \$7,000
High School Assist. Football Coach (11 per school)	\$3325 \$4,000
High School Assist. Football Coach - Spring (11 per school)	\$500
High School J.V. Football Coach	\$3,325
High School 9th Grade Football Coach	\$3,325
Future Farmers of America	
High School Future Farmers of Amer. Club Advisor	\$921
Golf	
High School Girls Head Golf Coach	\$2124 2,200
High School Boys Head Golf Coach	\$2,200
Gymnastics/Weight	
High School Gymnastics/Weight Coach	\$2,124
Intramural	
Middle School Intramural Coordinator	\$921
Middle School Intramural Sponsor	\$635

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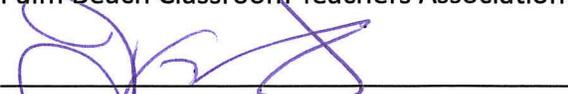
Lacrosse	
High School Girls Varsity Head Lacrosse Coach	\$3611 \$3,700
High School Girls J.V. Head Lacrosse Coach	\$2,800
High School Girls Assist. Lacrosse Coach (2 per school)	\$2,200
High School Boys Head Lacrosse Coach	\$3,700
High School Boys J.V. Head Lacrosse Coach	\$2,800
High School Boys Assist. Lacrosse Coach (2 per school)	\$2,200
National Honor Society	
High School National Honor Society Sponsor	\$635
Newspaper	
High School Newspaper Advisor	\$2,124
Middle School Newspaper Advisor	\$1,264
Psychology	
School Psychologist Administrative Duties	\$4,532
School Psychology Intern Supervisor (three per School District)	\$2,757
SAC	
All Levels - SAC Chairperson (must serve as SAC Chairperson at school employed)	\$1,264
Safety Patrol	
Elementary Safety Patrol Coordinator	\$921
Science/Math Club/Fair	
High School Science Club Advisor/Science Fair Coordinator	\$3,325
Middle School Science Club Advisor/Science Fair Coordinator	\$2,124
Elementary School Math/Science Fair Coordinator	\$635
District Science/Math Fair Coordinator/Facilitator (one supplement per area)	\$1,264
SECME	
All Levels - SECME Advisor (supplement amount listed is paid per semester)	\$1,264
Soccer	
High School Girls Varsity Head Soccer Coach	\$3611 \$3,700
High School Girls J.V. Head Soccer Coach	\$2757 \$2,800
High School Girls Assist. Soccer Coach (2 per school)	\$2124 \$2,200
High School Boys Varsity Head Soccer Coach	\$3,700
High School Boys J.V. Head Soccer Coach	\$2,800
High School Boys Assist. Soccer Coach (2 per school)	\$2,200
Middle School Head Soccer Coach	\$2,124

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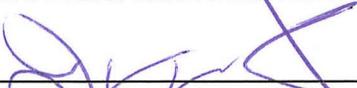
Softball	
High School Head Varsity Softball Coach	\$3611 \$3,700
High School Head J.V. Softball Coach	\$2757 2,800
High School Assist. Softball Coach (2 per school)	\$2124 \$2,200
Special Olympics	
All Levels - Special Olympics (paid to an employee or shared among employees who prepare students for and supervise eligible students at official Special Olympic competitive events)	\$2,410
Student Council	
County Council of Student Councils (one per School District)	\$2,410
Student Government	
High School Student Government Sponsor	\$2,410
Middle School Student Government Sponsor	\$1,264
Swimming/Diving	
High School Girls Head Swim/Dive Coach	\$3611 \$4,000
High School Girls Assist. Swim/Dive Coach	\$2124 \$3,000
High School Boys Head Swim/Dive Coach	\$4,000
High School Boys Assist. Swim/Dive Coach	\$3,000
Tennis	
High School Girls Head Tennis Coach	\$2410 2,500
High School Girls Assist. Tennis Coach (1 per school)	\$2124 2,200
High School Boys Head Tennis Coach	\$2,500
High School Boys Assist. Tennis Coach (1 per school)	\$2,200
Track	
High School Girls Head Track Coach	\$3611 4,000
High School Girls Assist. Track Coach (2 per school)	\$2124 \$3,000
High School Boys Head Track Coach	\$4,000
High Schools Boys Assist. Track Coach (2 per school)	\$3,000
Middle School Head Track Coach	\$2,124

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Volleyball	
High School Girls Head Volleyball Coach	\$3611 \$3,700
High School Girls Head J.V. Volleyball Coach	\$2757 \$2,800
High School Girls Assist. Volleyball Coach (4 per school)	\$2124 \$2,200
High School Girls Varsity Head Beach Volleyball Coach	\$3,700
High School Girls J.V. Head Beach Volleyball Coach	\$2,800
High School Girls Assist. Beach Volleyball Coach (2 per school)	\$2,200
High School Boys Head Volleyball Coach	\$3,700
High School Boys Head J.V. Volleyball Coach	\$2,800
High School Boys Assist. Volleyball Coach (2 per school)	\$2,200
Middle School Head Volleyball Coach	\$2,124
Water Polo	
High School Girls Head Water Polo Coach	\$2,500
High School Girls Assist. Water Polo Coach (1 per school)	\$2,200
High School Boys Head Water Polo Coach	\$2,500
High School Boys Assist. Water Polo Coach (1 per school)	\$2,200
Weightlifting	
High School Gymnastics/Weight Coach High School Girls Head Weightlifting Coach	\$2124 \$2,500
High School Girls Assist. Weightlifting Coach (1 per school)	\$2,200
High School Boys Head Weightlifting Coach	\$2,500
High School Boys Assist. Weightlifting Coach (1 per school)	\$2,200
Wrestling	
High School Girls Head Wrestling Coach	\$3611 \$3,700
High School Girls J.V. Head Wrestling Coach	\$2757 \$2,800
High School Girls Assist. Wrestling Coach (2 per school)	\$2124 \$2,200
High School Boys Varsity Head Wrestling Coach	\$3,700
High School Boys J.V. Head Wrestling Coach	\$2,800
High School Boys Assist. Wrestling Coach (2 per school)	\$2,200
Yearbook	
High School Yearbook Advisor	\$2,124
Middle School Yearbook Advisor	\$1,264

Tentative Agreement:
School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date: 9/15/2023
Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

The Palm Beach County Classroom Teachers Association (CTA)
Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Opens by Section for District Management

Appendix J – District and School Tutorial Program Hourly Rate (page 148)

Current Language

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 \$25.00 effective upon Board approval.

Proposed Language

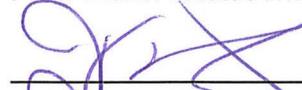
The hourly rate of pay for tutoring in a District or in a School tutorial program where the employee is paid by the District shall be ~~\$25.00~~ **\$37.00** effective upon Board approval.

Tentative Agreement:
School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date: 9/15/2023
Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

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Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Openers by Section for District Management

Article VIII – Section J – Retirement Benefits (page 122)

Current Language

7. Employees who have been in the District a minimum of four (4) school years who submit their written resignation or retirement to their Principal/Director and to the Department of Compensation and Employee Information Services by February 1st, shall receive an early notification incentive payment of \$500 minus standard deductions. The employee must work through the end of that school year, and payment will be made in the last paycheck 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 the DROP Program or who are leaving the District after having been in the DROP Program.

Proposed Language

7. Employees who have been in the District a minimum of four (4) school years who submit their written resignation or retirement to their Principal/Director and to the Department of Compensation and Employee Information Services ~~by February 1st~~ April 1 shall receive an early notification incentive payment of ~~\$500~~ \$1,000 minus standard deductions. The employee must work through the end of that school year, and payment will be made in the last paycheck 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 the DROP Program or who are leaving the District after having been in the DROP Program.

Employees who submit their resignation or retirement by April 1 and remains on a paid status through the last day of his/her contract year will continue to be covered by the District's insurances, as outlined in Article VIII, Section H, provided the employee makes proper payment of his/her share of the insurance premiums through payroll deductions or other means of payment mutually agreed to by that employee and the District.

Employees providing early notice of resignation or retirement does not prevent an employee from seeking and obtaining temporary employment for summer school or other summer programs in the District.

Tentative Agreement:
School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date: 9/15/2023
Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

The Palm Beach County Classroom Teachers Association (CTA)
Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Openers by Section for District Management

Appendix A5 – District and School Tutorial Program Hourly Rate (page 193)

Proposed Language & Title - Appendix A5 - ESE Differentiated Pay Supplement for ESE Center Schools

MEMORANDUM OF UNDERSTANDING

Between

**The School District of Palm Beach County And
The Palm Beach County Classroom Teachers Association**

The School District of Palm Beach County (District) and the Palm Beach County Classroom Teachers Association (CTA), as evidenced by the respective signatures below, agree to this Memorandum of Understanding (MOU) related to the District and School Tutorial Program hourly rate as more specifically set forth herein:

Beginning with the first payroll period following the execution of this agreement and through the end of the current school year (2021-2022), the Parties agree to increase the hourly rate of pay for District and School Tutorial Programs to \$37.00 when the employee is paid by the District. This rate applies to paid tutorials before, during, and after school.

GENERAL PROVISIONS

The Parties agree to set aside only those provisions of the CBA that conflict with the provisions of this Memorandum of Understanding, specifically **Appendix J - 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 \$25.00 effective upon Board approval."

DURATION

This MOU will become effective upon the Parties' representatives affixing their signatures below and will expire on June 30, 2023. Any further extension of this rate agreement may only be made by mutual agreement.

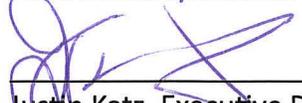
The Parties recognize the unique needs of the students at Royal Palm School and Indian Ridge School. Therefore, the Parties agree to provide all T-bargaining unit employees, at either of these District ESE Center Schools, with the Differentiated Pay Supplement for Exceptional Student Education. Teachers who are not already assigned to one of the agreed upon ESE job codes will receive the ESE Differentiated Pay Supplement for any days worked at these schools. Teachers who are not assigned to one of the approved ESE Job Codes, per the Collective Bargaining Agreement, and transfer out of a District ESE Center School will no longer be eligible for this supplement.

Tentative Agreement:
School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date: 9/15/2023
Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

The Palm Beach County Classroom Teachers Association (CTA)
Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Openers by Section for District Management

As a result of Relief Joint Study – Article III, Section B 5. d (page 49)

Current Language

5. Prohibition against requiring an elementary teacher to stay with his/her students when such students are with another teacher and relief time for elementary teachers.
- d. The Parties agree to establish an ad hoc Joint Study Committee comprised of three (3) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning the use of and the number of minutes provided for Relief Time. Such Joint Committee is charged with completing its task within thirty (30) days after the ratification and approval of this contract.

Proposed Language

5. Prohibition against requiring an elementary teacher to stay with his/her students when such students are with another teacher and relief time for elementary teachers.

(Remove item d. from Contract as completed)

~~d. The Parties agree to establish an ad hoc Joint Study Committee comprised of three (3) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning the use of and the number of minutes provided for Relief Time. Such Joint Committee is charged with completing its task within thirty (30) days after the ratification and approval of this contract.~~

Tentative Agreement:

School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date: 9/15/2023

Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

The Palm Beach County Classroom Teachers Association (CTA)
Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Openers by Section for District Management

As a result of the Compensatory Time Joint Study – Art II Sect A.6. (page 21)

Current Language (Article II – Sect A 6.) – Page 21

6. Employees shall be permitted, when they are not scheduled for a prior specific activity, to leave school at the time their students do in order to keep necessary medical/dental appointments, or other appointments approved by the Principal. Prior arrangements shall be made with the Principal. This provision shall be used by employees only when other arrangements are not practicable or not possible. The Principal will act in a fair and reasonable manner when granting or denying permission for employees to leave school at the time their students leave.

Proposed Language

6. Employees shall be permitted, when they are not scheduled for a prior specific activity, to leave school at the time their students do in order to keep necessary medical/dental appointments, or other appointments approved by the Principal. Prior arrangements shall be made with the Principal. This provision shall be used by employees only when other arrangements are not practicable or not possible. The Principal will act in a fair and reasonable manner when granting or denying permission for employees to leave school at the time their students leave. **Employees will be allowed to use Compensatory Time for the reasons listed above.**

Tentative Agreement:
School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date: 9/15/2023
Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

The Palm Beach County Classroom Teachers Association (CTA)
Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Openers by Section for District Management

As a result of the Compensatory Time Joint Study – Appendix A9 (page 208)

Current Language (APPENDIX A9) – Page 208

APPENDIX A9 – COMPENSATORY TIME JOINT STUDY COMMITTEE

The Parties agree to establish an ad hoc Joint Study Committee comprised of six (6) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning compensatory time. Such Joint Committee is charged with completing its task no later than thirty (30) days prior to bargaining for the 2023-2024 school year.

Proposed Language

(Remove from Contract as completed)

~~APPENDIX A9 – COMPENSATORY TIME JOINT STUDY COMMITTEE~~

~~The Parties agree to establish an ad hoc Joint Study Committee comprised of six (6) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning compensatory time. Such Joint Committee is charged with completing its task no later than thirty (30) days prior to bargaining for the 2023-2024 school year.~~

Tentative Agreement:
School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date: 9/15/2023
Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

The Palm Beach County Classroom Teachers Association (CTA)
Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Openers by Section for District Management

As a result of the Start/End of Day Joint Study – Appendix A8 (page 207)

Current Language (APPENDIX A8) – Page 207

APPENDIX A8 – START/END OF DAY JOINT STUDY COMMITTEE

The Parties agree to establish an ad hoc Joint Study Committee comprised of six (6) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning supervision duties that affect the start/end of duty day. Such Joint Committee is charged with completing its task no later than thirty (30) days prior to bargaining for the 2023-2024 school year.

Proposed Language

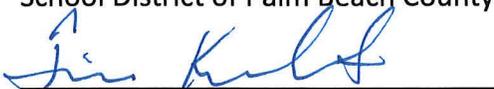
(Remove from Contract as completed)

~~APPENDIX A8 – START/END OF DAY JOINT STUDY COMMITTEE~~

~~The Parties agree to establish an ad hoc Joint Study Committee comprised of six (6) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning supervision duties that affect the start/end of duty day. Such Joint Committee is charged with completing its task no later than thirty (30) days prior to bargaining for the 2023-2024 school year.~~

Tentative Agreement:

School District of Palm Beach County:

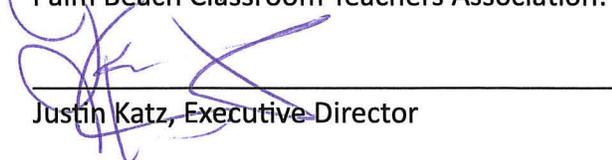


Tim Kubrick, Chief Human Resources

Date:

9/15/2023

Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

The Palm Beach County Classroom Teachers Association (CTA)
Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Openers by Section for District Management

Current Language (APPENDIX A7) – Page 206

APPENDIX A7 – SCHOOL COUNSELORS JOINT STUDY COMMITTEE

The Parties agree to establish an ad hoc Joint Study Committee comprised of six (6) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning certified school counselors and their duties and assignments. Such Joint Committee is charged with completing its task no later than thirty (30) days prior to bargaining for the 2023-2024 school year.

Proposed Language

(Remove from Contract as completed)

~~APPENDIX A7 – SCHOOL COUNSELORS JOINT STUDY COMMITTEE~~

~~The Parties agree to establish an ad hoc Joint Study Committee comprised of six (6) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning certified school counselors and their duties and assignments. Such Joint Committee is charged with completing its task no later than thirty (30) days prior to bargaining for the 2023-2024 school year.~~

Tentative Agreement:

School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

Date: 9/15/2023

Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

The Palm Beach County Classroom Teachers Association (CTA)
Collective Bargaining Agreement Negotiations – School Year 2023-2024
Proposed Language Re-Opens by Section for District Management

Contract Language

As a result of the Secondary ESE Employee Joint Study – Art. III Sect C.3. (page 52)

Current Language (Art. III Sect C.3.) – Page 52

Section C – Professional Qualifications and Assignments

3. Secondary employees shall not be assigned to more than two (2) distinct academic fields or be assigned to more than three (3) distinct preparations that can be distinguished by recognized differences in content and that require additional preparation.

A secondary ESE employee while teaching ESE students may be assigned to all subject areas for which he/she is certified to teach. The Parties agree to establish an ad hoc Joint Study Committee comprised of three (3) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning the number of preparations that can be assigned to secondary ESE employees teaching ESE students. The Committee is charged with completing this task within thirty (30) days after the ratification and approval of this contract.

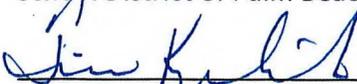
Proposed Language

(Remove from Contract as completed)

3. Secondary employees shall not be assigned to more than two (2) distinct academic fields or be assigned to more than three (3) distinct preparations that can be distinguished by recognized differences in content and that require additional preparation.

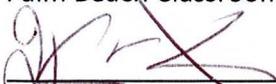
A secondary ESE employee while teaching ESE students may be assigned to all subject areas for which he/she is certified to teach. ~~The Parties agree to establish an ad hoc Joint Study Committee comprised of three (3) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning the number of preparations that can be assigned to secondary ESE employees teaching ESE students. The Committee is charged with completing this task within thirty (30) days after the ratification and approval of this contract.~~

Tentative Agreement:
School District of Palm Beach County:



Tim Kubrick, Chief Human Resources

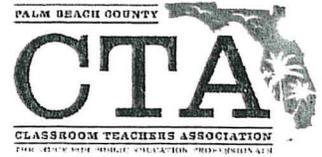
Date: 9/18/23
Palm Beach Classroom Teachers Association:



Justin Katz, Executive Director

CTA Proposal – Appendix XX – ESE Differentiated Pay
Joint Study Committee

August 24, 2023



ESE DIFFERENTIATED PAY JOINT STUDY COMMITTEE

The Parties agree to establish an ad hoc Joint Study Committee comprised of up to six (6) appointees from each Party to study and make recommendations to the Superintendent and to the Association President concerning ESE differentiated pay supplements. Such Joint Committee is charged with completing its task no later than thirty (30) days prior to bargaining for the 2024-2025 school year.

Tentative Agreement:

Palm Beach Classroom Teachers Association

 9/15/2023
Justin Katz, Executive Director

Date: 9/15/2023

School District of Palm Beach County


Tim Kubrick, Chief of Human Resources