COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

AND

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, Inc. (PBA)

SCHOOL POLICE OFFICERS and SCHOOL POLICE SERGEANTS

January 1, 2024 – December 31, 2026

2026 Modifications

The School Board of
Palm Beach County, Florida

Matthew Lane

District 1

Virginia Savietto

District 2

Karen M. Brill, Chairperson
District 3

Erica Whitfield
District 4

Gloria Branch

District 5

Marcia Andrews, Vice Chairperson
District 6

Edwin Ferguson, Esq.
District 7

Michael J. Burke

Superintendent of Schools

DISTRICT BARGAINING TEAM

Sarah Mooney, Chief of Police

Jamie Wyatt, Chief of Staff

Heather Frederick, Chief Financial Officer

Tim Kubrick, Chief of Human Resources / Chief Negotiator

Michael Waites, Assistant Chief of Police

Nikitas Scopelitis, Major - School Police

Vanessa Snow, Deputy Chief - School Police

Mark Mitchell, Director - Compensation and EIS

Jean Marie Middleton, Esq., Asst. General Counsel

V. Danielle Williams, Esq., Sr. Attorney, Office of General Counsel

Diane Wyatt, Director- HR Compliance & Processes

Diomedis Ramos-Cruse, Manager - Labor Relations

Police Benevolent Association (PBA), Inc.

BARGAINING TEAM

Katie Mendoza, PBA Legal Counsel and Chief Negotiator

Officer Carol Session

Officer Jodi Novella

Officer Alphonso Brat

Officer Joseph LaPaugh

Officer Michael Lynch

Officer Khashayar Khatami, Alt.

Officer Chad Aubrey, Alt.

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ARTICLE 1 – PREAMBLE

This comprehensive Agreement is entered into this 9th day of December, 2025, by The School Board of Palm Beach County, hereinafter referred to as the "School District" or "District" and the Palm Beach County Police Benevolent Association, Inc., hereinafter referred to as the "PBA" or "Association".

The purpose of this Agreement is to provide an orderly and peaceful procedure for resolving differences which may arise, and to set forth the agreement of the Parties regarding wages, hours, terms and conditions of employment.

IN WITNESS WHEREOF, the Parties below have hereto executed the Agreement on the 10th day of December, 2025. Approved by the School Board of Palm Beach County on December 10, 2025. Ratified by PBA on December 9, 2025.

FOR THE PALM BEACH COUNTY

POLICE BENEVOLENT ASSOCIATION, INC.

John Kazanjian, PBA President

Katie Mendoza, PBA Legal Counselor

FOR THE SCHOOL BOARD OF

PALM BEACH COUNTY, FLORIDA

Karen Brill, School Board

Chairperson

Michael J. Burke, Superintendent

Tim Kubrick, Chief of Human Resources /

Chief Negotiator

Sarah Mooney, Chief of Police

ARTICLE 2 - RECOGNITION

2.1 The School District hereby recognizes the PBA as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the respective bargaining units.

2.2 The bargaining units for which this recognition are accorded is as defined by the following: 1) Certificate Number 1001 granted by the Public Employees Relations Commission on December 21, 1992, comprised of all sworn law enforcement personnel of the Palm Beach County School District Police Department in the classification of School Police Officer, excluding all other employees of the Palm Beach County School District and 2:) Certificate Number 1162 granted by the Public Employees Relations Commission on June 20, 1997, comprised of all sworn law enforcement personnel of the School Board of Palm Beach County in the classification of School Police Sergeant, excluding all other employee classifications.

ARTICLE 3 - NON-DISCRIMINATION

3.1 The School District will not discriminate against any employee covered by this Agreement because of membership or non-membership in the Association or authorized activity as required in this agreement in behalf of the members of the PBA.

3.2 The PBA will not discriminate against employees covered by this agreement as to membership or representation with regard to terms and conditions of membership because of race, creed, sex, age or national origin.

3.3 The Parties further agree that the provisions of this Agreement, including but not limited to such items as training, assignment, promotion, transfer, discipline or termination, and use of leave, shall be applied without regard to gender expression and/or gender identity, race, color, religion, national origin, age, disability, marital status, ancestry, ethnicity, gender, linguistic preference, political beliefs, sexual orientation, social/family background, or status or membership in the Association. Discrimination against and/or the harassment of employees based on any of the above listed items is barred and prohibited.

3.4 The Parties further agree that employees should be free from unnecessary, spiteful, or negative criticism or complaints by the Chief of Police. Under no conditions shall the Chief of Police express such complaints or criticisms concerning an employee in the presence of other employees, unless in the context of an administrative statement or other similarly formal environment authorized under management rights.

ARTICLE 4 - DUES DEDUCTION

4.1 Upon receipt of a lawfully executed written authorization form from an employee, the School District agrees to deduct the current regular association dues once each month and remit such deductions to the duly designated treasurer of the PBA within fifteen (15) working days from the date of deduction. The PBA will notify the School District, in writing, thirty (30) days prior to any change in the regular PBA dues structure. The employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any request of this nature other than for association dues.

4.2 Any employee may, at any time, revoke his dues deduction and shall submit such revocation form to the School District's payroll division with a copy to the association.

4.3 The PBA agrees to provide necessary Dues Deduction Authorization forms and Notice to stop Dues Deduction forms for its members. These forms shall read as follows:

AUTHORIZATION CARD FOR DEDUCTION OF PBA DUES

I hereby authorize the Palm Beach County School District to deduct from my wages each month the current regular monthly PBA dues and transmit this amount to the treasurer of the Palm Beach County Police Benevolent Association.

DATE: _____ NAME: _____

ADDRESS: _____

SIGNATURE: _____

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES

I hereby instruct the Palm Beach County School District to stop deduction from my wages each month the current regular monthly PBA dues of the Palm Beach County Police Benevolent Association. A copy of this revocation has been forwarded to the treasurer of the PBA.

DATE: _____ NAME: _____

ADDRESS: _____

SIGNATURE: _____

4.4 The PBA agrees to indemnify and hold the School District harmless against any and all claims, suits, orders and judgments brought and issued against the School District as a result of any action taken or not taken by the School District on account of payroll deduction of PBA dues.

4.5 The School District will provide such payroll deduction services at an annual cost of one hundred dollars ($100.00).

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 The PBA recognizes the prerogatives of the School District to operate and manage its affairs in all respects; and the powers or authority which the School District has not officially abridged, delegated, or modified by this agreement are retained by the School District. Management officials of the School District retain the rights in accordance with applicable laws and regulations, including but not limited to the following:

1. To manage and direct the employees of the School District.

2. To hire, promote, transfer, schedule, assign and retain employees in positions with the School District.

3. To suspend, demote, discharge or take other disciplinary action against employees for just cause.

4. To relieve employees from duties because of lack of work, funds or other legitimate reasons.

5. To maintain the efficiency of the operations of the School District.

6. To determine the methods, means, and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

7. Organization of the School District.

8. The number of employees to be employed by the School District.

9. The number, types and grades of positions or employees assigned to an organization unit, department or project.

10. Internal security practices.

5.2 The School District has the sole authority to determine the purpose and mission of the schools and the amount of budget to be adopted.

5.3 If, in the mandatory consultation with the School Board, it is determined that Civil Emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, similar catastrophes, or exigencies, the provisions of this agreement may be suspended by the Superintendent or his/her designee during the time of the declared emergency, provided that rates and monetary fringe benefits shall not be suspended.

5.4 PBA and the School Police Officers it represents recognize and acknowledge that said Officers are subject to random drug testing pursuant to FS 440.102.

ARTICLE 6 - UNION BUSINESS

6.1 Union Representatives, up to a maximum of three (3) employees in any one instance, shall be permitted to use on-duty time for the purpose of conducting PBA business with the School District. Such use of time is at the sole discretion of the Chief of Police and may be denied if the absence of union representatives creates an insufficient number of personnel to maintain efficiency of operations within the School Police Department or unduly disrupts the operation of a school center.

6.2 Union Representatives, up to a maximum of four (4) for officers and two (2) for sergeants, shall be permitted to attend negotiations on an on-duty status. Bargaining unit members on an off-duty status shall not be carried on an on-duty status for the sessions.

6.3 A bulletin board will be mounted at an appropriate location for the Union's use. The PBA may use the bulletin board only for the purpose of posting official PBA business notices and related information. The PBA may not use the bulletin board for political endorsements or to further political agendas. No item shall be placed by the PBA or the District, its designees or members without being approved by the PBA President and reviewed by the Chief of Police. All costs incidental to preparing and posting of PBA material will be borne by the PBA.

With the approval of the PBA President and the Chief of Police (approval of specific notice or item), the PBA may send notices and information to members through the District's email system. Again, the PBA will not use any such messaging to further political agendas. Notices and/or information will be sent to all members via School District email from the Chief of Police or his/her designee once both Parties have approved the content.

6.4 Job vacancies shall be posted on the District website as they become available. Available Special Duty Assignments will be posted on the department intranet.

6.5 The Parties agree that annually the Chief of Police and a PBA designated Union Representative who is a School District Police Officer will develop a schedule for the Chief of Police to meet with the PBA Union Representatives at least three (3) times during the year to discuss and review issues of importance to the Parties. Unless there is mutual agreement to do so, these meetings are not to be used as an alternative to filing a grievance should there be an alleged violation of this Agreement.

6.6 Following contract ratification, the PBA will be allowed one (1) hour to meet with members during a Department-wide training. The PBA also will be allowed 30 minutes to address all OIT's (Officer in Training) during orientation.

6.7 The District shall include a link to the PBA website, as provided by the PBA, as part of New Employee Orientation.

6.8 The District agrees to furnish the Association upon request such information as is necessary for developing intelligent, feasible and constructive proposals. This information may include, but is not limited to, such items as bulletins, annual financial reports, audits, tentative budget proposals once made public and seniority lists.

ARTICLE 7 - POLICE OFFICERS' BILL OF RIGHTS

7.1 All law enforcement officers employed by the School District shall have the rights and privileges in accordance with the Florida Law Enforcement Officers Bill of Rights, unless removed from, repealed, or amended within Florida Statutes.

1. Rights of Law Enforcement Officers While Under Investigation

Whenever a law enforcement officer is under investigation and subject to interrogation by members of his agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.

B. The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

C. The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one (l) interrogator at any one time.

D. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he/she shall be informed of the name of all complainants.

E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

F. The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.

G. The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.

H. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.

I. At the request of any law enforcement officer under investigation, he/she shall have the right to be represented by counsel or any other representative of his/her choice who shall be present at all times during such interrogation when the interrogation relates to the officer's continued fitness for law enforcement service.

ARTICLE 7 - POLICE OFFICERS' BILL OF RIGHTS Cont.

2. Complaint Review Board

A Complaint Review Board shall be composed of three (3) members: One (l) member selected by the chief administrator of the agency or unit; one (1) member selected by the aggrieved Officer, and a third (3rd) member to be selected by the other two (2) members. The Board members shall be law enforcement officers selected from any state, county, or municipal agency within the county. There shall be a Board for law enforcement officers whose members shall be from the same discipline as the aggrieved officer.

3. Civil Suits Brought by Law Enforcement Officers

Every law enforcement officer shall have the right to bring civil suit against any person, group of persons, or any organization or corporation of the head of such organizations or corporation, for damages, either pecuniary or otherwise, suffered during the performance of the officer's official duties or for abridgment of the officer's civil rights arising out of the officer's performance of official duties.

4. Notice of Disciplinary Action

No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any law enforcement officer unless such officer is notified of the action and the reason or reasons thereof prior to the effective date of such action.

5. Retaliation for Exercising Rights

No law enforcement officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise be discriminated against in regard to his/her employment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by this part.

ARTICLE 8 - INVOLUNTARY TRANSFER

8.1 If a non-probationary School Police Officer is transferred involuntarily, except in an emergency as defined by the Superintendent or designee, the employee shall be given an advanced written notice two (2) weeks before the effective date of the involuntary transfer. A one (1) week notice of transfer shall be given prior to the beginning of the school year, if applicable.

8.2 For the purpose of this Article, the designee shall be the Chief of Police.

8.3 If necessary, the Chief shall allow for adequate time for those Officers who have been assigned to a different work location to relocate Department and personal belongings to that new work location.

ARTICLE 9 - PERSONNEL RECORDS

9.1 The School District agrees that all official personnel records shall be kept confidential to the extent provided by law. The provisions of subsection 1012.31, Florida State Statute are hereby incorporated herein. There shall be two (2) employee files, which shall be as follows: one (1) located in the Human Resources Division, which shall be the official District personnel file, and a Florida Department of Law Enforcement (FDLE) file in the School Police Department.

9.2 The School District agrees that in accordance with state law, upon request, a bargaining unit employee shall have the right to inspect his/her personnel record. No record(s) shall be hidden from a member's inspection. Anytime an entry is made into an employee's District personnel file, the employee will be notified and given a copy of the entry.

9.3 The School District agrees that a member shall have the right to include in his/her official personnel record a written and signed refutation (including signed witness statements) of any material he/she considers to be detrimental within ten (10) working days of the employee's receipt of the material.

9.4 All such insertions will remain a permanent part of the member's official personnel records.

ARTICLE 10 - SENIORITY, LAY-OFF, AND RECALL RIGHTS

10.1 Seniority shall be defined as the total length of continuous services in the Police Department. Seniority shall continue to accrue during all types of compensable leave. An employee on active military leave shall be entitled to all rights and benefits upon return to employment, as afforded by the Uniformed Services Employment and Reemployment Rights Act (USERRA) in accordance with Federal and State laws. Other approved leaves of absence without pay shall not count towards the accrual of seniority.

10.2 The Chief of Police may initiate the layoff of a member when it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the Department organization, or for other related reasons which are outside the member's control and which do not reflect discredit on the member.

In the event of a lay off for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off, who has advanced to the present classification in which he/she held a permanent appointment, shall be given a position in a lower classification in the same Department. His/her seniority in the lower classification shall be established according to the date of his/her original (first) appointment to that classification. Employees shall be called back from lay off according to the seniority in the classification from which the employee was laid off within the Department. Probationary employees shall have no recall rights.

Persons promoted out of the bargaining unit shall be permitted to bump into the bargaining unit for a period of one (1) year after the date of promotion.

10.3 Unassigned school locations will be opened to the members for bidding prior to the beginning of each new school year (not during the school year), and selection will be made prior to the beginning of the fall term and based on those bidding members' seniority. The Chief of Police may consider other factors and has final authority in school assignments.

ARTICLE 11 - LEGAL BENEFITS: Limited Indemnification

11.1 The School District is authorized to provide legal services for officers and employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities. The School District shall provide for reimbursement of reasonable expenses for legal services for officers and employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities upon successful defense by the employee or officer. However, in any case in which the officer or employee pleads guilty or

nolo contendere or is found guilty of any such action, the officer or employee shall reimburse the Board for any legal services which the Board may have supplied pursuant to this section. A School District may also reimburse an officer or employee of the School District for any judgment which may be entered against him in a civil action arising out of and in the course of the performance of his assigned duties and responsibilities. Each expenditure by a School District for legal defense of an officer or employee, or for reimbursement pursuant to this section, shall be made at a public meeting with notice pursuant to Florida Statutes Sec. 120.53(1)(d). The providing of such legal services or reimbursement under the conditions described above is declared to be a district school purpose for which district school funds may be expended.

ARTICLE 12 – RESIGNATION AND PROBATION

12.1 Any bargaining unit member who submits his/her resignation will be permitted to continue his/her employment for the one (1) week notice period, or be paid for the one (1) week in lieu thereof at the discretion of the Chief of Police. Whenever possible, officers will attempt to give two (2) weeks-notice of resignation.

12.2 Employees shall be considered probationary from date of hire to one (1) calendar year following the employee's successful completion of the Field Training Officer (FTO) Program. During such probationary period, the employee may be terminated without recourse. Employees can access the probationary end date in PeopleSoft.

ARTICLE 13 - HEALTH, LIFE, DENTAL AND VISION INSURANCE BENEFITS

Effective January 1, 2025, the following provisions shall supersede all previous Articles/Sections regarding health/medical, dental, vision and life insurance benefits. This Section shall be included in each respective PERC recognized organization's Collective Bargaining Agreement or negotiated modifications hereto, upon ratification by each respective employee organization and approval of the School Board. During coalition negotiations for the 2025-2027 calendar years, employee contributions towards premiums were increased by $18.00 in 2025, $18.00 in 2026, and $6.00 in 2027 per pay period per each of the calendar years, which equals $36.00, $36.00, and $12.00 per month each year respectively.

District contributions towards premiums were increased by the following amounts: $55.00 in 2025, $25.00 in 2026, and $11.00 in 2027 per pay period per each of the calendar years, which equals $110.00, $50.00, and $22.00 per month each year respectively. In addition, the District agrees to contribute one-time funds in the total amount of thirty (30) million dollars.

1. (a) The District will provide a choice of benefits to eligible employees under a cafeteria plan hereinafter referred to as a "Flexible Benefits Plan."

   (b) Full-Time Eligible Employees: A full-time eligible employee is defined as a non-temporary employee who is in a regular established position and works six (6) or more hours per day.

   (c) Part-Time Eligible Employees: A part-time eligible employee is defined as a non-temporary employee in a regular part–time position who falls within one of the following two classifications:

      a. Employee who works three and three quarter (3.75) or more hours, but less than six (6) hours per day and is included in the job classifications under the CTA Bargaining group or:
      b. Employee who works four (4) or more hours per day, but less than six (6) and was hired prior to January 1, 2012 and remains continually employed in such position.

Any employee who is hired or rehired into a part-time position or transfers from a full-time into a part-time position on or after January 1, 2012, will not be eligible under this definition, except for those in the CTA bargaining group.

2. (a) Within the Flexible Benefits Plan, the District shall make available to each eligible employee an option of medical health plans. Such medical plans shall consist of a High Option Health Maintenance Organization (HMO) Plan, a Low Option HMO Plan and a Consumer Driven Health Plan (CDHP).

   The medical plan enrollment choices include: Low Option HMO Plan or the CDHP for the first eighteen (18) months of active eligible employment. Thereafter, any elected medical plan changes will be effective the first day of the plan year occurring at least eighteen (18) months after the date the employee became eligible for insurance coverage.

   (b) DENTAL PLANS: The District will also make available choices of dental plans, including a Managed Dental Plan and a Preferred Provider (PPO) Plan to be paid by the employee with pre-tax dollars through payroll deduction.

   (c) VISION PLAN: The District will also make available a vision plan to be paid by the employee with pre-tax dollars through payroll deduction.

ARTICLE 13 - HEALTH, LIFE, DENTAL AND VISION INSURANCE BENEFITS Cont.

(d) GROUP TERM LIFE INSURANCE: Basic Term Life Insurance will be provided and paid by the District for eligible employees in the following amounts:

- $20,000 face value for full-time eligible employees.
- $10,000 face value for part-time eligible employees.

The Group Term Life Policy will include equal amounts of Accidental Death and Dismemberment (AD&D) coverage and will provide an employee a conversion right to an individual whole life policy directly with the life insurance carrier without the need for a physical examination if the employee ends his or her employment with the District. No other continuation or portability plans will be offered.

Eligible employees will be able to purchase additional term life and AD&D insurance if they enroll within thirty (30) days of their first date of hire at the same rates the Board pays in $20,000 increments, up to $100,000 or five (5) times their annual salary, whichever is less.

Employees who avail themselves of this option may also enroll their non-disabled spouse with one-half (1/2) the face value of the additional insurance the employee has opted to purchase. Such spousal coverage includes AD&D and may only be purchased in $10,000 increments. If an employee's spouse is also an eligible employee, the employee is not eligible to purchase spouse optional life or AD&D and only one of the eligible employees may purchase group term life for their dependent children.

Employees who purchase additional term life insurance may also purchase coverage without AD&D for their non-disabled dependent children, who are under the age nineteen (19) or under age twenty-five (25) if the child is a student. Such dependent coverage will have two options:

- $5,000 coverage on all dependent children over six (6) months of age, or
- $10,000 coverage on all dependent children over six (6) months of age.

All voluntary group term life purchased coverage will be paid through payroll deduction and no medical questionnaire or physical exam need to be taken if the eligible employee enrolls within the first thirty (30) days of employment and not in excess of $100,000 coverage. Rates for optional employee coverage will not be more than the rates that the District pays for the basic coverage described above.

Group Term Life Insurance coverage in excess of $100,000 and enrollment during annual enrollment periods will require satisfactory proof of insurability by the insurance carrier.

(e) CLAIMS ADMINISTRATION: An employee will be required to comply with any and all rules and regulations and/or limitations established by the carrier or applicable third-party administrator and contained in the policy, and employees and their dependents shall look solely to such carrier or third party administration for the adjudication of the payment of any and all benefits claims.

ARTICLE 13 - HEALTH, LIFE, DENTAL AND VISION INSURANCE BENEFITS Cont.

3. The District has established a retirement program under IRS Code Section that defers taxation until retirement or other severance from employment and permits the employee to forfeit and allow the District to contribute each year all of his/her benefit dollars to this retirement plan. This program is called the Special Retirement Plan. At the option of the District, additional contributions may also be made by the District. Any contributions to the Special Retirement Plan shall be made as an employer contribution to such eligible retirement program. Account values under this Plan shall be available to the employee only as permitted under, and in accordance with applicable Federal and Internal Revenue Service regulations governing such programs.

4. Contributions by the District to the Special Retirement Plan will not be considered for the purpose of computing overtime.

5. Those eligible employees who elect not to participate, as an employee or dependent, in any of the Medical Plans (High Option HMO, Low Option HMO or CDHP), and who complete an online election form indicating other medical coverage, will receive contributions to the Special Retirement Plan as follows:

- $100.00 monthly for each full-time eligible employee.
- $ 50.00 monthly for each part-time eligible employee.

6.(a) Effective January 1, 2025 and through December 31, 2025, the District and employee will pay the following towards monthly medical insurance premium cost for employees enrolled in the **High Option HMO Plan:**

HIGH OPTION HMO PLAN

Tiers	Full-Time District Rate	Full-Time Employee Rate	Part-Time District Rate	Part-Time Employee Rate
Employee only	$670	$146	$570	$246
Employee plus children	$940	$326	$810	$456
Employee plus spouse	$1,010	$376	$880	$506
Employee plus full family	$1,210	$516	$1,080	$646

(b) Effective January 1, 2026 and through December 31, 2026:

Tiers	Full-Time District Rate	Full-Time Employee Rate	Part-Time District Rate	Part-Time Employee Rate
Employee only	$720	$182	$620	$282
Employee plus children	$990	$362	$860	$492
Employee plus spouse	$1,060	$412	$930	$542
Employee plus full family	$1,260	$552	$1,130	$682

ARTICLE 13 - HEALTH, LIFE, DENTAL AND VISION INSURANCE BENEFITS Cont.

(c) Effective January 1, 2027 and through December 31, 2027:

Tiers	Full-Time District Rate	Full-Time Employee Rate	Part-Time District Rate	Part-Time Employee Rate
Employee only	$742	$194	$642	$294
Employee plus children	$1,012	$374	$882	$504
Employee plus spouse	$1,082	$424	$952	$554
Employee plus full family	$1,282	$564	$1,152	$694

7. (a) Effective January 1, 2025 and through December 31, 2025, the District and employee will pay the following towards the monthly medical insurance premium cost for employees enrolled in the **Low Option HMO Plan:**

LOW OPTION HMO PLAN

Tiers	Full-Time District Rate	Full-Time Employee Rate	Part-Time District Rate	Part-Time Employee Rate
Employee only	$620	$106	$620	$106
Employee plus children	$890	$192	$860	$222
Employee plus spouse	$965	$234	$935	$264
Employee plus full family	$1,111	$358	$1,081	$388

(b) Effective January 1, 2026 and through December 31, 2026:

Tiers	Full-Time District Rate	Full-Time Employee Rate	Part-Time District Rate	Part-Time Employee Rate
Employee only	$670	$142	$620	$142
Employee plus children	$940	$228	$910	$258
Employee plus spouse	$1,015	$270	$985	$300
Employee plus full family	$1,161	$394	$1,131	$424

(c) Effective January 1, 2027 and through December 31, 2027:

Tiers	Full-Time District Rate	Full-Time Employee Rate	Part-Time District Rate	Part-Time Employee Rate
Employee only	$692	$154	$692	$154
Employee plus children	$962	$240	$932	$270
Employee plus spouse	$1,037	$282	$1,007	$312
Employee plus full family	$1,183	$406	$1,153	$436

ARTICLE 13 - HEALTH, LIFE, DENTAL AND VISION INSURANCE BENEFITS Cont.

8. (a)Effective January 1, 2025 and through December 31, 2025, the District and the employee will pay the following towards the monthly medical insurance premium cost for employees enrolled in the **CDHP Plan**:

CDHP PLAN

Tiers	Full-Time District Rate	Full-Time Employee Rate	Part-Time District Rate	Part-Time Employee Rate
Employee only	$500	$116	$500	$116
Employee plus children	$760	$212	$730	$242
Employee plus spouse	$800	$254	$770	$284
Employee plus full family	$940	$388	$910	$418

(b) Effective January 1, 2026 and through December 31, 2026:

Tiers	Full-Time District Rate	Full-Time Employee Rate	Part-Time District Rate	Part-Time Employee Rate
Employee only	$550	$152	$550	$152
Employee plus children	$810	$248	$780	$278
Employee plus spouse	$850	$290	$820	$320
Employee plus full family	$990	$424	$960	$454

(c) Effective January 1, 2027 and through December 31, 2027:

Tiers	Full-Time District Rate	Full-Time Employee Rate	Part-Time District Rate	Part-Time Employee Rate
Employee only	$572	$164	$572	$164
Employee plus children	$832	$260	$802	$290
Employee plus spouse	$872	$302	$842	$332
Employee plus full family	$1,012	$436	$982	$466

(d) In addition to the premiums funded above in (c), for each employee enrolled in the CDHP, the District will also fund a Health Savings Account (HSA) for each employee who meets the eligibility criteria established by the IRS. It is the employee's responsibility to elect and complete an enrollment process directly with the bank that administers the HSA offered through the District. Funding can only occur once the District receives confirmation from the bank that an account has successfully been opened. The District funding will be in the following monthly amounts:

Tiers	Amount
Employee only	$60.00
Employee plus children	$90.00
Employee plus spouse	$90.00
Employee plus full family	$120.00

(e) The Parties agree to reopen coalition negotiations in 2027 on any additional premium increases and/or plan design changes for calendar year 2028. Coalition bargaining will begin no later than April 15. The District agrees to be available for meetings on a monthly basis if requested by coalition members.

7. (a) All eligible employees may purchase through payroll deductions the following benefits with pre-tax dollars when legally eligible:

- The purchase of the insurance benefits of their choice from among a menu of pre-tax benefits, which include dental and vision plans for themselves and their eligible dependents. Eligible children may be enrolled until their 26th birthday.
- Eligible employees who waive medical coverage or enroll in an HMO medical plan may also contribute pre-tax dollars to a medical Flexible Spending Account, and/or to a Dependent Care Flexible Spending Account through payroll deductions up to the maximums permitted by law.
- Eligible employees who enroll in a CDHP, may also contribute pre-tax dollars to a Health Savings Account and/or to a Dependent Care Flexible Savings Account through payroll deductions up to the maximums permitted by law.

(b) Eligible employees may purchase other optional Benefits through payroll deductions with post-tax dollars such as medical coverage for children ages 26-30, Disability Income Protection and Optional Group Term Life Insurance. Optional Group Term Life Insurance may also be purchased for eligible dependents.

(c) If an employee does not complete the required benefits enrollment process, including the completion of any and all enrollment forms or on-line process within 30 calendar days of employment or during required annual enrollment periods, he/she will automatically be enrolled in a default benefit plan (Low Option HMO with employee only coverage). If an employee does not submit all required dependent and/or domestic partner verification documents within 30 days of employment or during annual enrollment periods, the employee will be denied dependent and/or domestic partner coverage as applicable.

(d) Premiums must be supported by an employee's regular paycheck in order for an employee to be eligible to enroll in that specific benefit.

8. (a) The High Option HMO Plan will cover in-network physicians and hospitals with deductibles, co-payments and/or coinsurance.

The High Option HMO Plan is defined as an HMO with a primary care provider office visit copay of $30, a specialist office visit copay of $40**.** For Primary Care and Specialist categories that are designated as Tier 1 providers, the above copays will apply. For these same Primary Care and Specialist categories, the copay for non-tier 1 providers will be $ $40 for Primary Care and $50 for Specialists. Other copays are as follows: an urgent care copay of $50, an out-patient rehabilitation therapy copay of $20 per visit, and a mental health and substance abuse out-patient copay of $20 per individual session and a copay of $15 per group session. Virtual office visits, where available, will have a copay of $25. Emergency ambulance, in-patient hospitalization,

outpatient surgery, approved durable medical equipment and diagnostic testing will have coinsurance of 10% after an annual deductible of $400 individual/$800 family. Emergency room expenses will have coinsurance of 15% after the $400 individual/$800 family deductible. Out-of-pocket maximums will be applied per policy language with an annual calendar year maximum of $4,000 per individual and $8,000 per family.

(b) Prescription coverage in the HMO plans will require a separate $100 annual deductible per individual with a maximum of $200 per family as well as various copayments for Tier I, Tier II, Tier III and Tier IV prescriptions. There will be no annual deductible for mail order maintenance prescriptions. The carrier will determine tier placement of all drugs covered under the Outpatient Prescription Drug coverage. As of January 1, 2019, the standard Rx plan was implemented and it excluded Walgreens. Additionally, the following language was included in our Summary Plan Description (SPD):

Exclusions:

- A Prescription Drug Product that contains (an) active ingredient(s) available in and Therapeutically Equivalent to another covered Prescription Drug Product.
- A Prescription Drug Product contains (an) active ingredient(s) which is (are) a modified version of and Therapeutically Equivalent to another covered Prescription Drug Product."

(c) In the HMO plans, the prescription copay for up to a 30-day supply will be $10 for Tier I prescriptions, $30 for Tier II prescriptions, $60 for Tier III prescriptions and $100 for Tier IV prescriptions. Mail order will be available for 2.5 times the copays previously listed for up to a 90-day supply of maintenance prescriptions.

(d) The Low Option HMO Plan's copays are as follows:

A primary physician's office visit copay of $40, a specialist office visit copay of $60. For Primary Care and Specialist categories that are designated as Tier 1 providers, reduced copays will apply. For these same Primary Care and Specialist categories, the copays for tier 1 providers will be $30 for Primary Care and $55 for Specialists. Other copays are as follows: an emergency room copay of $250, an urgent care copay of $75, an emergency ambulance copay of $150. Virtual office visits, where available, will have a copay of $25. In-patient hospitalization, outpatient hospitalization, approved durable medical equipment and diagnostic testing will have 20% coinsurance after a plan deductible. Out-of-pocket maximums for this percentage coinsurance will be applied per policy language with an annual calendar year maximum of $6,000 per individual and $12,000 per family. Outpatient rehabilitation therapy will have copays of $35 per individual session and copays of $25 per group session.

(e) The Consumer Driven Health Plan (CDHP) will have in network and out of network coverage. The annual in-network deductible is $3,000 individual/$6,000 family with 30% coinsurance applying after satisfaction of deductibles. The in-network annual out-of-pocket maximums will be $6,350 individual/$12,700 family. The annual out-of-network deductible is $4,500 individual/$9,000 family with 40% coinsurance applying after satisfaction of the deductibles. The out-of-network annual out-of-pocket maximums will be $10,000 individual/$20,000 family. Pharmacy benefits are subject to medical deductible and coinsurance. Beginning January 1, 2019, the standard Rx plan will apply, which excludes Walgreens from in network coverage.

As part of the CDHP, a Health Savings Account (HSA) will be funded by payroll contributions in the amounts listed in 6 (d) above, for any eligible employee who activates an account. This HSA will be funded by the District.

(f) Prior authorization and medical necessity programs as administered by the medical plan carrier or administrator for their fully funded plans apply.

9. An employee eligible for benefits is eligible to enroll his/her eligible domestic partner in the medical plan. An employee and his/her domestic partner must meet the following requirements in order to enroll in a medical plan:

- Must both be at least 18 years of age and mentally competent.
- Must not be related by blood in a manner that would bar marriage under the law of the State of Florida
- Must be considered each other's sole domestic partner and not married to or partnered with any other spouse, spouse equivalent or domestic partner.
- Must have shared the same regular and permanent residence in a committed relationship for at least one year and intend to do so indefinitely.
- Neither partner can have had another domestic partner at any time during the 12 months preceding this enrollment.
- Must provide proof of registration with the Palm Beach County Clerk & Comptroller's Office.

A signed affidavit attesting to the above will be required by both partners as well as proof that both are financially interdependent and living together. Premiums will be paid on a post-tax basis and will be subsidized by the District to the same extent as other eligible employees; however, the amount of premium paid by the District towards dependent coverage for an employee's domestic partner will be considered imputed income and will be subject to Federal Withholding, FICA, Social Security and Medicare taxes. In other words, the premium for domestic partner benefits is the same as the premium for the Employee Plus Spouse option except that the domestic partner benefits premium will be taxed on a post-tax basis and any District-paid contribution will be taxed as imputed income to the employee as set forth above. A domestic partner is not considered a qualified beneficiary under COBRA. In those cases, when an employee elects to cover a domestic partner and any child(ren), including his/her own or the partner's child(ren), the employee will pay the premium of the Employee Only/Single premium option on a pre-tax basis. Additionally, premiums on a post-tax basis will be required for the domestic partner and/or partner and child(ren) set forth above.

10. (a) Payroll deductions for benefits will be made as follows:

- For employees on a 24 to 26-pay cycle, annual premiums will be spread equally over 24 pays.
- For employees on a pay cycle having fewer than 24 pays, annual premiums will be equally spread over 22 pays.
- For employees on other pay cycles, annual premiums will be spread as equally as possible over their pay cycle.

All premiums to medical, dental and vision benefits paid by employees shall be paid via the Section 125 Premium Conversion Plan, when legally allowed, i.e. with pre-tax dollars.

(b) Premiums must be supported by an employee's regular paycheck in order for an employee to be eligible to enroll in that specific benefit.

11. The Parties agree that one member of each PERC certified District employee group identified above may serve as a participating and voting member on the District RFP committee any time the District seeks proposals on medical, dental and/or vision insurance for its employees. The District shall be entitled to a maximum of six representatives.

12. Any changes or modifications to the provisions under this Section shall be negotiated during regular coalition bargaining with all District PERC recognized associations/unions as provided herein. In addition to the limited re-opener provision contained in 6(e), all Parties agree that coalition negotiation may be reopened on all aspects of this Section in the event any of the following occurs:

- Whenever the Parties mutually agree to reopen negotiations on this Section; or
- Whenever more than three years (36 months) have lapsed since the Parties reopened negotiations and had the opportunity to negotiate on all aspects of this Section.

In the event the Parties fail to reach agreement during negotiations of this Section, the impasse process outlined in Florida Statutes Chapter 447 will be utilized to resolve any dispute or impasse.

13.(a) The effective date of the District's insurance coverage for those employees who are less than twelve-month employees who are newly hired in August and are scheduled to work and are on a paid status at least fifteen (15) work days in August, will be September 1. New employees hired in August, but who are not scheduled to work and on a paid status at least fifteen (15) workdays in August will have their District insurance coverage effective October 1. Otherwise, benefits for employees will be effective on the first day of the month following thirty (30) continuous calendar days of employment.

(b) An employee who is not a twelve-month employee whose employment ends with the District at the end of any school year and who is on a paid status through the last day of his/her contract year will continue to be covered by the District's insurances (except for term life and/or income protection insurances which end June 30) through July 31 of that calendar year 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. Otherwise, benefits will end the last day of the month in which the employee's active paid employment or FMLA leave with the District ends provided all employee required premiums are paid. Nothing herein shall be construed as denying any eligible employee from continuing his/her insurance(s) as provided under Federal COBRA rule and regulations. Notwithstanding any other provisions in the Contract, the provisions contained in this Section supersede any bargaining unit contract language relating to continuing insurance coverage for employees on an unpaid leave of absence.

14. Health Rewards with Outcomes

(a) All parties are desirous of a program that allows partial premium discounts (within all legal parameters of IRS Section 125 plans and the Affordable Care Act). This Section spells out the program requirements, required dates for completion, and the corresponding dates for the premium discount to begin to apply.

(b) An employee who is enrolled in a District medical plan, for which both the District and the employee are contributing toward the premium, is eligible to earn rewards. Each eligible employee and his/her covered spouse or domestic partner who actively participates in and completes the health reward required activities listed below between January 1 and August 31, will be eligible for an employee health rewards credit of $50 per month for those on 26 pay cycle, (prorated for other pay cycles with the annual amount being the same) beginning with the first premium in the following January and continuing through the calendar year, as long as the employee remains eligible throughout this time period.

Those described above, who complete the health rewards required activities after August, but on or before December 31 will be eligible for the health rewards credit beginning with the first premium in the following June and continuing through the calendar year, as long as the employee remains eligible during this time period.

(c) All health care information and results remain confidential. Federal laws protect an individual's privacy. The School District will only be notified if an employee and/or his/her spouse/domestic partner has been awarded 100% for completing the required activities listed below.

(d) Monthly credits for health rewards program completion depends on the tier of medical coverage in which the employee enrolls. For those employees on a 26 annual pay cycle, the credit is as follows:

Employee Only Coverage $50 per month
Employee plus child(ren) $50 per month
Employee plus Spouse $25 per month for employee and/or $25 per month for Spouse/DP
Employee plus Family $25 per month for employee and/or $25 per month for Spouse/DP
These monthly reward credits will be prorated for those on other pay cycles so that the annual amounts are the same.

ARTICLE 13 - HEALTH, LIFE, DENTAL AND VISION INSURANCE BENEFITS Cont.

Required Activities

1. Biometrics measuring blood pressure, weight and height for BMI, fasting cholesterol (total and LDL) and fasting glucose — 33%
2. Completion of the online Health Survey — 33%
3. Meet 3 out of 5 of the targeted outcomes (see chart below) — 34%

Achieve Target Total Cholesterol Value	**Less than 200 mg/dl**
Achieve Target Blood Pressure Value	**Less than or equal to 140/90**
Achieve Target Body Mass Index (BMI) Value	**Less than or equal to 27.5 Or a decrease of 2 points from The prior year BMI as measured From the District's program**
Achieve Target LDL Cholesterol Value	**Less than 130 mg/dl**
Achieve Target Blood Sugar Value	**Less than 100 mg/dl**

Biometric results may be reported by an in-network physician or in-network convenience care clinic on a personalized MD form which the employee/covered spouse or domestic partner must print prior to visiting his/her physician or convenience care clinic and ensure that it is completed, signed, and faxed to Optum at the fax number on the form. Additionally, it is the employee's responsibility to review their completion status on the designated website within 45 calendar days of completion deadlines in order to have their claims of errors reviewed and/or corrected.

On-site biometric screenings will also be a method for employees/covered spouses or domestic partners to have their biometrics measured and reported. There will be no cost to employees/covered spouses or domestic partners for on-site biometric screenings.

Reasonable Alternatives

For those that do not meet 3 out of the 5 requirements above, a reasonable alternative in the form of a Telephonic Coaching Program will be available to earn their final 34%. These programs will take a minimum of 8-12 weeks to complete. Beginning in January 2016, an additional reasonable alternative choice will be the completion of the Diabetes Prevention Program or Real Appeal program, a 16-week lifestyle management program through UHC medical plan. There are some requirements that need to be met to be eligible for these programs. These programs will only be allowed to be completed once by any covered member. Once an employee or covered dependent has taken either of these courses and received points towards the Health Rewards with Options program, they will not be eligible to receive credit for these programs in future years.

The plan time frame for completion is the entire calendar year for employees and their covered spouses/domestic partners to complete the Health Rewards requirements for the discount to apply at a specific point in the following calendar year.

- If the required activities are completed by August 31, the discount will start with the first premiums effective on or after the following January 1.
- If the required activities are completed by December 31, the discount will start with the first premiums effective on or after the following June 1.

In order to earn the premium reward discount anytime in a plan year, the employee will need to fully complete the Health Rewards required activities within the required time frame in the prior plan year. If the employee also elects coverage for a spouse or domestic partner, the covered adult would also need to fully complete the required activities within the established time period in order for the premium reward discount to be awarded to the employee.

Completion of all Health Rewards required activities resulting in an award of 100% would be necessary for the employee and if applicable, the covered spouse/domestic partner would also need to complete the requirements and be awarded 100%

15. Engagement/Greater Rewards with Next Steps

During 2014 and thereafter, the District and its recognized Employee Unions and Associations agree to explore and implement other wellness rewards to encourage and support active employee participation in the District's Health and Wellness efforts. It is agreed opportunities will be provided to help employees avoid any future financial penalties and to provide financial incentives to employees. It is also agreed that incentive requirements will change every few years and will be bargained two years in advance where practical.

In addition, the District and the Coalition Bargaining groups agree to meet 4 times throughout the year to discuss additional wellness initiatives and medical plan issues and design changes to understand and/or achieve a balance of benefits and cost containment. This will be accomplished in partnership with the District, its Employee Unions and Associations and the insurance providers to create intense communication efforts, community resource information, and support tools well in advance. The subject matter of the Committee will include, but is not limited to, the following issues:

- Programs providing employees with information on negotiated price, and the quality, of particular health care services provided by particular providers, together with incentives to obtain services from higher-value providers ("transparency");
- The contractual provisions and financial performance of the District's contract for pharmacy benefit management ("PBM");
- The establishment and operation of one or more on-site or near-site clinics or health centers to serve District employees and dependents, operated under contract with the District;
- Wellness program design and administration, including requirements and incentives;

- Health plan benefit design, including but not limited to infertility diagnosis and treatment;
- Health plan utilization issues, including but not limited to potential over-utilization of urgent care, emergency room and C-section deliveries;
- Total well-being of employees and dependents, including financial stress and worksite environment;
- 24-hour physician access by telephone or computer ("telemedicine").
- Onsite Employee Health Clinic

(b) The bargaining units agree that participation in the District's health rewards program is beneficial to the employee as it brings awareness to each member's personal health situation and awareness is a first step to understanding healthy and effective lifestyle habits. To help increase participation, each bargaining group agrees to work towards increasing participation through promotions and discussions at meetings as well as in newsletters, emails and other correspondence to their members. Each bargaining group with strive to increase participation by 10% beginning in 2020.

16. Tobacco Surcharge

Employees who use tobacco products will be required to pay an additional monthly surcharge of $50 for their medical insurance. An employee who has used a tobacco product(s) anytime within the last 60 days will be considered to be a user of tobacco products. The tobacco surcharge ($50 a month) will be enforced throughout the entire plan year unless the employee meets the requirements of the Affordable Care Act for a change in his/her status. Employees are required to complete an affidavit that indicates their status within 30 days of their hire date. Employees will be able to update their tobacco status between January 1, and October 15 of each year. Changes made during this period will apply for the entire next plan year. By choosing not to disclose tobacco status or by not completing the form, employees will be assessed the $50 monthly default charge, the same as a tobacco user.

17. On-site Employee Clinic

The District has established an onsite health clinic, known as the District Occupational Clinic, or "DOC", to be located adjacent to the Fulton-Holland Educational Services Center. The DOC provides primary health services for employees and any dependents covered under the District's medical plan at lower co-pays. Due to the COVID-19 pandemic, the trial run for the clinic will be extended through Plan Year 2023. Use and outcomes will be examined at that time. For calendar years, 2025 - 2027, or until the conclusion of the contract with Marathon Health, if this occurs during the period of this Agreement, the co-pay will be $10 per visit for employees and dependents enrolled in the HMO medical plans. For the same time period, those employees and dependents enrolled in the CDHP medical plan will have a cost share of $25. This amount must be an amount equal to fair market value as required by the IRS.

Pre-employment and random drug testing as well as CDL and other required employee physicals will be handled through the clinic at the discretion of the District.

13.2 Retired Employees

Retired employees may continue their health, hospitalization and dental insurance coverage. Retired employees must pay the full cost for themselves and any eligible dependents. Such cost shall not exceed the total cost of coverage for regular employees in accordance with applicable Florida State Statutes. Employees who retire in good standing with the District shall be eligible for high liability training for certification purposes and upon inquiry made to the Department, will be notified of such training dates. Retired employees taking advantage of this training are responsible for the cost of ammunition used during this certification training.

13.3 Vehicle Coverage

If an employee's vehicle is vandalized (purposefully damaged by another party or Parties) while on the property of the District, the employee will be reimbursed for the damage to the vehicle when it is determined that the vandalism occurred on District property. Such determination may be made by a School Police Supervisor, witness testimony or apprehension of the person(s) responsible for the damage.

The maximum total liability of the District will be eight hundred dollars ($800.00) per occurrence, less any amount reimbursable by insurance. The maximum total liability of the District will be thirty-five thousand dollars ($35,000.00) per school year (July 1 - June 30) for PBA.

An employee who submits a fraudulent claim shall be subject to disciplinary action up to and including discharge.

ARTICLE 14 - FUNERAL EXPENSES

14.1 The District shall adhere to all provisions of section 112.19, Florida Statutes, and pay all such sums as soon as possible after the triggering event, but in no event past one (1) year.

14.2 Such payments, pursuant to the provisions above, whether secured by insurance or not, shall be made to the beneficiary designated by such law enforcement officer in writing, signed by him/her and delivered to his/her employer during his lifetime. If no such designation is made, then it shall be paid to his/her surviving child or children and spouse in equal portions, and if there be no surviving child or spouse, then to his/her parent or parents. If a beneficiary designation is not made and there is no surviving child, spouse, or parent, then it shall be paid to his/her estate.

14.3 Such payments, pursuant to the provisions above, shall be in addition to any workers' compensation or retirement benefits and shall be exempt from the claims and demands of creditors of such law enforcement officers.

14.4 For any member killed in the line of duty, whether accidentally or intentionally, the District shall pay an additional $15,000 to the member's designated beneficiary, or next party as described in section 14.2 herein, to cover funeral, burial, and venue-related expenses, if such expenses are not provided for under Florida Statutes.

ARTICLE 15 - TRAVEL ALLOWANCE

15.1 The employee shall receive a mileage reimbursement in accordance with Florida State Statutes while using his/her personal vehicle for authorized School District Police Department business. In the event a District vehicle is provided to the employee, he/she will utilize the District vehicle and will not be eligible for mileage reimbursement when operating the District vehicle. In the event the School District sets any higher rate of reimbursement for any School District employee, then the School Police Officers shall receive the same higher rate of reimbursement.

15.2 Any Officer required to travel out of County as authorized by the Chief of Police, who is eligible to receive a per diem reimbursement payment per School Board Policy 6.01 shall be paid that per diem payment as provided in School Board Policy 6.01 and District procedures. Except in the case of an emergency, reimbursement payments shall be processed within two (2) full pay periods after the properly documented and signed expense report is submitted by the Officer.

15.3 Officers not provided with a Department issued vehicle will not be dispatched during the work day to another school. The intent of this Section is for an Officer not to be required to use his/her personal vehicle to drive to another school or non-school site during his/her work day. Driving to and from the Officer's daily work assignment is excluded.

ARTICLE 16 – UNIFORMS, VEHICLES AND EQUIPMENT

16.1 The District shall furnish uniform clothing to all bargaining unit members. The uniform shall be worn in the performance of their duties. The District also agrees to replace uniform clothing as reasonably required.

16.2 1. The District shall provide a $600 annual allowance for the cleaning, maintenance and upkeep of said uniforms. This allowance is payable in two $300 increments. Clothing allowance payments shall be made on or about October 31st and June 30th or the last scheduled work day prior to those dates.

2. Any part of the uniform clothing initially supplied by the School District, which is damaged or destroyed while an Officer is acting in the performance of his/her official duties, shall be replaced by the School District at no cost to the Officer, provided the same is not the result of his/her negligence. Such claim of loss must be supported with reasonable proof.

3. The Union acknowledges that officers will be held to a high standard with respect to the wearing of uniforms and that the District reserves the right to discipline for inappropriate appearance.

16.3 The District will provide each officer with a two-way portable radio in good working order.

16.4 The District agrees to reimburse a bargaining unit member for damage/loss to personal property when said property is an item necessary to perform his/her duties such as a watch, eye glasses, phone, etc. at a maximum of $500 for each occurrence. Request for reimbursement shall be in writing with documentation of the loss/damage and the cost to repair or replace the item (i.e., receipt).

16.5 Officers assigned to the Criminal Investigations Division and Professional Standards Division, upon submitting clothing receipts up to $500.00, will receive an additional clothing allowance up to $500 (i.e., the exact amount of the receipts provided), payable annually effective on or about July 1.

16.6 Emergency Service Unit Members will not be required to purchase or wear plain clothing items.

ARTICLE 17 – WORKWEEK AND OVERTIME

17.1 (a) The School District agrees that the basic work week for bargaining unit employees shall be forty (40) hours, scheduled as need arises and at the discretion of the Chief of Police. When an employee is scheduled to work on a Saturday and/or on a Sunday, that employee will be paid his/her regular hourly rate except when working on that Saturday and/or Sunday would constitute overtime within the meaning of the Fair Labor Standards Act (FLSA). Any hours in excess of the forty (40) per week will be compensated at the rate of one and one-half (1.5) times the officer's regular hourly rate. Forty (40) hours will be calculated in accordance with the FLSA.

(b) Properly documented overtime compensation shall be paid on the second pay date following the pay period that the overtime was worked.

(c) In lieu of overtime pay, an employee may elect to accumulate compensatory time up to an annual reoccurring maximum of forty (40) hours. Such hours are not limited to code 9004 and may not be earned for work performed under a lease agreement. Both the accumulation of compensatory time and the use of compensatory time shall be at the reasonable discretion of the Chief of Police or his/her designee.

(d) All bargaining unit members may use compensatory time up to a maximum of eight (8) hours per day or ten (10) hours per day when the District is operating on a compressed work week. Employees must make a written request at least one week prior to the date of intended use. Said use shall be at the reasonable discretion of the Chief of Police or his/her designee, based upon the necessity to maintain the efficient operations of the School District.

(e) All bargaining unit members shall meet with their supervisors prior to May 15 of each school year to schedule when any unused compensatory time will be utilized. All compensatory time utilization must be approved by the Chief or designee. If a bargaining unit member fails to schedule use of compensatory time by May 15th, the Chief or designee will schedule when the compensatory time will be utilized.

(f) Compensatory time may not be scheduled or utilized on any day training is scheduled to take place unless the officer can provide an alternate training plan, in writing, that is acceptable to the Chief of Police.

(g) Compensatory time may also not be scheduled or utilized on any day immediately preceding or following a holiday; and/or the day immediately before or after the Thanksgiving break, the Winter break, the Spring Break, or the first or last week of the school year with the following exceptions:

1. for a medical emergency or planned medical procedure;
2. to extend a properly authorized bereavement leave;
3. to observe a religious day of the employee's faith; and/or
4. upon prior written approval from the Chief of Police or his/her designee, such as when the absence will not create an operational hardship.

ARTICLE 17 – WORKWEEK AND OVERTIME Cont.

(h) In the event of an exceptional circumstance that prohibits the utilization of compensatory time prior to August 15th of each year, the employee shall be paid at one and a half times his/her current hourly rate of pay effective as of the last pay date in August for all unused compensatory time, and payment will be made to the employee no later than the last pay date in September.
If an employee's scheduled use of compensatory time falls on a date(s) when the District is closed due to a state of emergency, such as a hurricane, the employee's compensatory time will not be deducted if the employee rescinds their pre-approved compensatory time off request up to two hours prior to the start of his/her normal work time.

(i) All compensatory time must be used before the effective date of any leave of absence without pay.

(j) The Officer within the Department designated annually as the "Officer of the Year" will be granted a duty day off with pay on a date mutually agreed to by the Chief of Police and that Officer.

17.2 The Chief of Police or designee expressly reserves the right to change work schedules as necessary and for the purpose of avoiding unnecessary overtime as long as statutory requirements set forth in FLSA are not violated.

17.3 Bargaining unit members will be given reasonable notice of any change in their regular hours of work except where an emergency exists. Bargaining unit members required to work beyond their normal duty hours during riot, hurricane or other emergency condition by the Chief of Police will be entitled to compensation at the rate of one and one-half (1.5) times his/her regular hourly rate. This section does not limit or alter the required notice for involuntary transfers as provided in Article 8.1 herein.

17.4 When a bargaining unit employee is required to attend court or testify by deposition in connection with his/her duties as a police officer, not on his/her regular assigned shift, the School District will compensate the employee for a minimum of three (3) hours pay at the rate of one and one-half (1.5) times his/her normal regular hourly rate.

17.5 Any bargaining unit member called back to work prior to the start of his/her next regularly scheduled shift shall receive a minimum of three (3) hours pay at one and one-half (1.5) times his/her regular hourly rate.

17.6 Bargaining unit members will be compensated for off-duty training at the rate of one and one-half (1.5) times his/her normal hourly rate when required to attend by the Chief of Police.

17.7 Members shall work overtime only when directed to do so by a School Police Supervisor or the Chief of Police, or when job situations arise which might necessitate a continuance of work beyond shift hours.

17.8 Whenever possible, all court appearances that require written subpoena to be served on a bargaining unit member will be served at the earliest possible time by an Officer authorized to do so by the court.

17.9 The School District agrees that any Officer required by the District to be out of Palm Beach County to attend court for any purpose as a result of his/her duties as a Palm Beach County School Police Officer will be paid for eight (8) hours at his/her regular rate of pay for each full day or for a fewer number of hours for each partial day required for said purpose as outlined in School Board Policy 3.70. Additional hours beyond eight (8) hours may be paid with the approval of the Chief of Police. Hours worked in excess of forty (40) hours per work week will be compensated per 17.1 (a) or (c) above.

17.10 The School District agrees that before contracting with any outside law enforcement agency or Officer for extracurricular school functions, it will first offer the opportunity to work such a function to the School Police Officer assigned to the school where the function is to take place. When the assigned officer declines extra duty work, and/or additional officers are needed to work the function, the extra duty will first be offered to other officers within their school, and if declined or more staff is needed, then to the sector, zone, and then district-wide to all officers. In cases where the number and/or timing of call-outs for an extracurricular school function tax the capacity of the system, the District may offer the extra duty work on a district-wide basis as the initial step.

17.11 Outside detail is defined as work performed for a contractor other than the School District wherein such contractor pays fees to the District for the use of facilities and for the hiring of police officers from among those who are accepted and paid in keeping with Fair Labor Standards Act. Outside details are paid at the rate of $60.00 per hour, with a three (3) hour minimum payment, less any mandatory tax withholdings effective July 1, 2026. The contractor may be charged an additional administrative fee by the District.

For outside detail performed on Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, Martin Luther King Jr. Day, New Year's Eve, and New Year's Day, the detail rate shall be $70.00 per hour less any mandatory tax withholdings effective July 1, 2026.

17.12 Extra duty work is defined as any work eligible for overtime that is not considered an outside detail.

School details/leases first will be offered to home school officers, and then to officers by sector, zone, then district-wide, as described in this Article. Other details, leases, and "9004" overtime will be assigned by seniority, and then by total number of extra hours worked, on a rolling (30) day basis, which is based on the date of the assigned work.

If any detail, lease, or overtime is posted less than 48 hours prior to the applicable start time, the offering will be posted as "outbound" and will be available for any and all unit members to sign up, regardless of the sector or zone.

17.13 If an outside detail or extra duty work is canceled and the officer is notified of the cancellation less than twenty-four (24) hours prior to the scheduled start time of the work, the officer shall inform his/her immediate supervisor of the situation. Upon confirmation of the cancellation and lack of appropriate notice, the officer shall be entitled to compensation for the scheduled length of time for said outside detail or extra duty work or three (3) hours pay, whichever is less. Extra duty work is defined as any work eligible for overtime that is not considered outside detail.

17.14 For the purpose of computing overtime, an Officer should not be penalized for any District designated paid holiday or paid non-workday during that work week (Monday through Friday).

17.15 The annual Police School Year Duty Day Calendar will be distributed as soon as possible after the end of the previous school year. Necessary changes to the duty day calendar, as determined by the Chief of Police, will be distributed as soon as possible and all efforts will be made not to change the duty day calendar except when emergencies and/or unforeseen circumstances require that it be altered.

17.16 The Parties agree to establish a Joint Study Committee comprised of three (3) appointees from each Party to meet, study and make suggestions for a rotating seniority system to be used for the assignment of overtime, and discuss the calendar for June and July and possible solutions. Upon completion, the Joint Committee's suggestions will be items for negotiations for the CBA. If discussed during negotiations for a reopener, this item will not be counted as one of the two (2) additional Articles to be negotiated, unless other sections within Article 17 are also opened. This Committee agrees to meet by October.

ARTICLE 18 - LEAVES

18.1 - LEAVES OF ABSENCE

A Leave of absence is permission granted by the District, or allowed under its adopted policies, for an employee to be absent from duty for specified periods of time with the right of returning to employment on the expiration of the leave. All absences of School District employees from duty shall be covered by leave duly authorized and granted. Leave shall be officially granted in advance by the School District and shall be used for the purposes set forth in the leave application. Leave for sickness or other emergencies may be deemed to be granted in advance if prompt report is made to the proper authority. No leave, except military leave, shall be granted for a period greater than one (1) year. A new leave application may be filed and granted at the expiration of leave, but automatic renewals of leave shall not be allowed. Leave may be with or without pay as provided by law, regulations of the State Board, and School District Policy.

A. The following types of leave are available to School Police Officers:

Leave for Personal Reasons
Sick Leave
Catastrophic Leave
Injury or Illness In-Line-Of-Duty Leave
Temporary Military Leave
Bereavement Leave
Military Leave
Leave of Absence for the Purpose of Campaigning for Political Office
Personal Leave Including Maternity/Recovery and Child Care
Domestic Violence Leave
Family Medical Leave

If an employee's leave time falls on a date when the District is closed due to a state of emergency, such as a hurricane, the employee's leave will not be deducted if the employee rescinds his/her pre-approved sick or vacation leave up to two hours prior to the start of his/her normal work time.

B. Also in addition to the leaves listed in 18.1 (A) above, a non-probationary bargaining unit member as of July 1, of any given year, may volunteer for the ensuing twelve (12) months to meet annual fitness standards measuring body fat, body weight in proportion to height and aerobic power in accordance with standards established by the Institute for Aerobic Fitness, Dallas, Texas or other standards adopted by the Department. Eligible bargaining unit members achieving these annual fitness goals in all three categories shall be eligible for a paid administrative leave day which may be utilized only during the summer training months with the approval of the Chief of Police or designee. The Department will establish written procedures for bargaining unit members to follow so such members will know what fitness goals they will need to achieve in order to be eligible for this paid administrative leave day.

18.2 - PAID LEAVES

A. Leave for Personal Reasons

An employee shall be allowed six (6) days paid leave for personal reasons each year to be charged against accrued sick leave. Any personal leave shall be non-cumulative. Officers will submit all types of leave requests to their immediate supervisor for approval. If a member requests to use a personal day at least fourteen (14) calendar days in advance, the District must grant use of the day, absent undue operational hardship.

B. Sick Leave

1. Extent of Sick Leave

a. An employee shall be credited with four (4) days (32 hours) of sick leave as of the last day of the first (1st) month of regular employment of each appointive year, and shall thereafter earn one (1) day (8 hours) of sick leave at the end of each calendar month provided that the employee has been on duty or compensable leave a minimum of eleven (11) days and/or eighty-eight (88) hours exclusive of overtime within the month; and provided further, that the employee shall be entitled to earn no more than one (1) day (8 hours) of sick leave times the number of months of employment during the year of employment; and provided further, that upon timely written request to the Chief of Police, the employee may be scheduled so that twelve (12) days (96 hours) of accrued sick leave may be earned during a twelve month period.

b. If the employee terminates employment and has not earned the four (4) sick days (32 hours) available, the District will withhold the average daily amount for the sick days utilized but unearned by the employee.

2. Sick leave shall be cumulative from year to year with no limit on the number of days accrued; provided, that at least one-half (½) of this cumulative leave must be established within the Palm Beach County School District. An employee returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at the time of such leave or resignation.

3. An employee may use accumulated sick leave for absence due to pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, all of which shall hereafter be referred to as pregnancy. Should sick leave be insufficient, personal leave provisions may be used for pregnancy. The employee will have the duty to inform the personnel office at least one (1) month before the expected date of leave, when possible, so that a temporary replacement can be provided. Similarly, the employee should keep the Chief of Police informed as to the date of probable return to assignment after delivery and recovery.

An employee requiring more than thirty (30) working days (240 hours) of paid leave for recovery may be required to submit medical evidence at reasonable intervals supporting the need for additional leave.

4. Sick leave for medical appointments shall be scheduled more than forty-eight (48) hours ahead and not be changed except in the event of an emergency. All other requests for sick leave must be made at least two (2) hours in advance, except in the case of an emergency.

5. All sick leave and personal leave shall be approved by the Superintendent or designee. Personal leave shall be approved in advance. Officers will submit all types of leave to their immediate supervisor for approval.

6. Out-of-County Credit for Sick Leave – Employees shall be entitled to transfer sick leave credit from other Florida School Systems and State Agencies which are participants in any of the Florida Retirement System plans with the restriction that at least one-half (½) of the cumulative leave shall be established within this School District.

7. Sick leave claims shall be honored as submitted by the employee for personal illness, as well as illness or death of father, mother, brother, sister, husband, wife, child or other close relative, or member of the employee's own household.

   An employee who uses Sick Leave to miss an entire scheduled work calendar day, shall not work any Extracurricular School Function, Lease, or Mutual Aid Details until the next calendar day unless otherwise agreed to by the Chief or designee.

8. Sick leave without pay may be granted for employees who have used all accumulated sick leave, but who would otherwise qualify for sick leave.

9. The Superintendent or designee may require a doctor's statement of verification of illness. A request to the Superintendent for a verification of claim may be initiated by the Chief of Police. Any use of sick leave for which a doctor’s note is provided shall not be considered as a violation of any sick leave policy.

10. A false claim for sick leave shall be grounds for dismissal by the School District.

11. The Parties agree that the following provisions will govern the Transfer of Sick Leave to Another Officer:

    As permitted by Florida State Statutes a regular full-time Officer may donate unused accrued sick leave, in increments of eight (8) hours to another regular full-time Officer to use as sick leave for either the recipient Officer’s serious illness that prevents the Officer from performing his/her work duties/responsibilities or a recipient Officer’s serious physical injury that prevents that Officer from performing his/her work duties/responsibilities. Transferred sick leave may not be used as paid personal leave for personal reasons pursuant to Section A above. To be eligible to receive donated sick leave:

    a. The seriously ill or injured Officer must submit documentation to the Chief of Police signed by his/her treating physician that the Officer’s serious illness or serious injury

prevents the Officer from performing his/her work duties/responsibilities. Such documentation must include an approximate date when the Officer will be able to return to work and resume all of his/her work duties/responsibilities.

b. Upon receipt of a request from the Chief of Police or his/her designee for updated documentation, including a revised date on which the Officer will be able to return to work, the Officer is required and will promptly see that all necessary steps are taken to obtain such required updated documentation, along with the revised return to duty date, and that such documentation is signed by the treating physician and promptly submitted to the Chief of Police or his/her designee.

c. The prospective recipient Officer must have had a minimum of eight (8) earned, accumulated and unused sick leave hours at the time of illness or injury.

The following provisions will govern the transfer of sick leave days:

a. The Officer donating his/her earned and unused sick leave will use form PBSD 2175 found on the District's website.

b. A regular full-time Officer with an accumulation of at least forty-eight (48) hours of earned and unused sick leave may donate sick leave hours pursuant to this provision to any eligible full-time Officer regardless of that Officer's tenure with the School Police Department.

c. A donating Officer may not donate sick leave hours in a number that would lower his/her own accumulation of earned sick leave to below forty (40) hours.

d. Such donated sick leave shall be processed using the above-mentioned District form that is completed, signed, notarized and timely submitted by the donor Officer. The donated sick leave shall not be accessible or transferred to the recipient Officer until the recipient officer's own sick leave is exhausted. Once the recipient's own sick leave is exhausted, the donors' leave shall be transferred to the recipient. Donated sick leave hours are to be used on a go forward basis and are not applied retroactively to the recipient's accrual. Once transferred, such donated leave is no longer a part of the donor's accrued sick leave and it may never be returned to the donor except as provided in g. below.

e. Donated sick leave shall have no terminal value to the recipient, but may have terminal value to the donor if any such sick leave hours are returned to the donor's accumulation, but only as provided in g. below.

f. If sick leave is donated, but not yet transferred to the intended recipient and it is determined the recipient either does not meet the eligibility requirements to receive such donations as set forth in this Section or is no longer in need of such donated sick leave, such sick leave will not be transferred and will remain a part of the donor's sick leave accumulation.

g. In such instances, any completed, signed, notarized and submitted forms PBSD 2175 will be deemed void and be of no further use. In the event sick leave hours have been transferred to the recipient, but it is determined the recipient is no longer eligible to use donated sick leave hours, the number of donated, but unused sick leave hours will be transferred from the recipient's accumulation and returned to the respective donors in as equitable manner as possible as determined by the District. If a donor is no longer an employee of the School District, any sick leave hours that would have been returned to such donor(s) are waived/eliminated and may not be used for any purpose whatsoever by the donor, by the recipient, by anyone else, by the District or by PBA.

C. Catastrophic Illness or Injury Leave

1. A catastrophic illness or injury shall be defined as a medical condition not covered by Worker's Compensation requiring absence from work greater than fifty (50) working days of consecutive absence for a single illness or injury.

2. An employee who sustains a catastrophic illness or injury may apply for and receive, for use on a matching basis, supplementary catastrophic illness or injury leave not to exceed the number of regular, unused sick leave days that the employee had accumulated on the first day of the regular sick leave applied to the catastrophic illness or injury.

3. Two (2) medical verifications of such catastrophic illness or injury shall be required. Employees shall fully cooperate with the Board and shall authorize the release of any medical records necessary. The Board shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The Board may at its expense require an independent medical examination.

4. The School District's granting of matching leave days shall begin on the fifty-first (51) scheduled work day of catastrophic illness or injury.

D. Injury or Illness In-Line-Of-Duty Leave

An employee who is absent due to injuries or illness clearly received in the discharge of assigned duties shall be entitled to additional sick leave benefits as hereafter provided.

1. An employee who is injured in-the-line-of-duty may be entitled to a maximum of ten (10) non-cumulative leave days which shall not be charged against the employee's sick leave balance. All claims for such leave must clearly substantiate an injury received in carrying out assigned duties. Additionally, such paid leave shall only be awarded for the duty days for which the employee has been employed. Nothing herein shall be construed to limit the employee's rights under Chapter 440, Florida Statutes.

a. Leave will not be payable under this section if the injury occurs while the employee is intoxicated, or; while under the influence of any narcotic drug, barbiturates, or other stimulus not prescribed by a physician, to such extent as to deprive the employee of normal faculties to drive, be in actual physical control of, or operate, while on duty, any automobile, truck, or other vehicle, and the injury is caused primarily by the intoxication of the employee.

b. Leave will not be payable under this section to an employee when that employee willfully or intentionally causes injury to self or to others while on duty.

c. If the injury is caused by the intentional refusal of the employee to properly use equipment or observe safety rules required by State Statute or this District, and said rules have been reviewed by the employee prior to the accident, compensation as provided by Section 440.09(4), Florida Statutes, shall be reduced by twenty-five percent (25%).

d. A law enforcement officer as defined in Section 943.l0(l), (2), or (3) who, while acting within the course of employment as provided by Section 440.091, is maliciously or intentionally injured and who thereby sustains a job-connected disability compensable under this Chapter, shall be carried in full-pay status rather than being required to use sick, annual, or other leave until either the employee reaches maximum medical improvement (MMI) as determined by a health care provider or two (2) years from the date of injury or illness, whichever occurs first. Full-pay status shall be granted only after submission to the employing agency's head of a medical report which gives a current diagnosis of the employee's recovery and ability to return to work. In no case shall the employee's salary and workers' compensation benefits exceed the amount of the employee's regular salary requirements.

e. When an employee is required to attend a doctor’s appointment or therapy session related to his/her workers’ compensation injury, and he or she has exhausted the Line of Duty Leave as referenced in Article 18(D)(1) above, he or she may attend up to three (3) medical appointments during work time only when given prior approval by the Chief of Police. Following these appointments, the employee should schedule the workers’ compensation-related appointments during “after hours” times or on weekends, unless such appointments are diagnostic tests designated by a doctor to occur “as soon as possible” and/or the only available doctor’s, therapy, or diagnostic tests/appointments are during work hours, as confirmed by the doctor’s office.

2. When an employee can clearly demonstrate that the contracting of a disease was from the school center or department to which assigned, then the employee may qualify for a maximum ten (10) days of non-cumulative illness in-line-of-duty leave. An absence for illness in-line-of-duty leave may be granted when the employee can clearly demonstrate the contracting of an infectious or contagious disease at the work location for which vaccinations are not available and exclusive of upper respiratory infections or

complications therefrom. Common colds, influenza, or other illnesses common to the public are not to be considered as illness in-line-of-duty. Further, this contagious disease must be exclusive of upper respiratory infections or complications therefrom and must be one for which vaccinations are not available. The School District agrees to provide vaccinations for Hepatitis A and B, and for AIDS, when available.

3. In cases of unusual illness or injury in the line-of-duty, an employee may make a request to the Chief of Police for additional compensated leave days. If the Chief of Police is satisfied that the condition warrants, additional leave days shall be authorized.

4. An employee who has claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall notify the Chief of Police as soon as such illness or injury is apparent and shall file a claim by the end of each month or pay period as requested during which such absence has occurred. The School District shall satisfy itself that the claim correctly states the facts and that such claim is entitled to payment. An employee who has a claim under this Policy shall fully cooperate with the Board and shall authorize the release of any medical records necessary.

5. "Light duty" is a term used when an employee who has been injured on the job and who has been determined eligible for Workers Compensation benefits and leave. Before and until the employee's Workers Compensation Doctor determines the employee has reached MMI (maximum medical improvement), the doctor may approve the employee to return to duty, but with work limitations that are provided in writing by the Workers Compensation Doctor. If the Chief of Police determines the Department can temporarily accommodate the employee returning to duty with these light-duty restrictions, the employee will return to duty under those restrictions.

E. Temporary Military Leave

If the obligation for temporary military service cannot be met outside the time of contractual employment, temporary leave for military service with the United States Armed Forces or the Florida National Guard will be granted with pay not to exceed two hundred forty (240) working hours of compensation as provided in Section 115.07, Florida Statutes, or the member of the staff may request uncompensated personal leave. All efforts should be made to prevent such leave being taken during the time school is in session. Requests for temporary military service shall be made by letter with copies of official order attached.

F. Bereavement Leave

1. An Officer who is required to be absent from work due to the death in his/her immediate family is entitled to paid bereavement leave for up to three (3) days. As used herein, "immediate family" is limited to parents, siblings, spouse, children, mother-in-law, father-in-law, grandparents, grandparents-in-law, domestic partner or other relatives residing in the Officer's household.

2. The employee must provide to his/her supervisor the name of the deceased, date of death, city of death and the deceased's relationship to the employee upon return from the leave. Failure to provide the requested information may result in conversion of the bereavement leave to accrued or unpaid leave.

3. The use of bereavement leave shall not be counted against an Officer's sick leave, personal leave or compensatory leave time. If an Officer requires additional time off for bereavement, the Officer may use sick leave and may also use compensatory time if approved by the Chief or designee as provided in Section 17.1 of this Agreement.

4. Bereavement leave is only available for active employees. It will not be permitted to be used for an officer who was already on an active leave at the time of the need for the absence.

18.3 - UNPAID LEAVES

A. Military Leave/Extended Service

1. Regular Military Service

An employee who is required to serve in the United States Armed Forces or the Florida National Guard shall be granted military leave without pay. Upon returning to the School System following completion of duty in the Armed Forces, the employee shall be reinstated with all rights and benefits of employment that the employee would have attained had the employee been continuously employed, in accordance with Federal and State law. Regular military duty shall not be initiated by the employee. All applications or request for re-employment shall be filed with the School District in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Chapter 4, and Palm Beach County School Policy 3.80.

2. Voluntary Military Service

When an employee enters voluntarily into active duty in the Armed Forces for temporary duty, training duty, or extended periods of service, not to exceed one (1) year, military leave may be granted at the discretion of the School District.

B. Leave for Political Campaigning

Any person who has filed to run for political office and is desirous of personal leave for political reasons shall make application for such leave and shall be entitled to personal leave. The person shall not be restricted to one (1) leave during a political campaign; however, if possible, leave shall be requested for the duration of the campaign. Leave shall be taken for all absences for political campaigning.

C. Personal Leave

An employee requesting short-term or long-term personal leave shall make written application to the Chief of Police, stating reasons for such leave. Personal leave may be used to extend a leave of absence due to sickness when that sickness has extended beyond all compensable leave for the duration of up to one (1) calendar year when supported by doctor's statements verifying the necessity of the extended leave. An employee requesting return to duty who has served efficiently and exhibited those qualities called for in the position held prior to such leave will be given every consideration for re-employment provided the conditions of employment have been met and the request is supported by a doctor's statement certifying that his physical condition is satisfactory to return to normal duties.

D. Expectant/New Mothers and New Dependent Children

1. Maternity/Recovery and Child Care

    a. An employee who is pregnant, adopting a child, or is receiving a foster child into the home, may request and be entitled to a leave of absence without pay for maternity or child care reasons to begin anytime during pregnancy (normally after post-delivery recovery) or in the case of adoption or foster child care, the receipt of custody. Leave may be granted for the remainder of the employee's term of appointment and may be extended for one (1) additional year provided that the total time away from the job is not more than eighteen (18) months.

    b. It is the responsibility of the employee to keep the Chief of Police informed so that appropriate administrative arrangements can be made prior to the employee's return to duty.

2. At the discretion of the Chief of Police or designee, if an employee is temporarily unable to perform all of her assigned job duties due to her pregnancy, the employee may be assigned to an alternative duty assignment. There is no right to be so assigned and it is at the sole discretion of the Chief of Police or designee whether or not such alternative duty assignment will be offered, and if offered and accepted, when the employee will be reassigned back to her full regularly assigned job duties.

E. Non-Work Related Injury

At the discretion of the Chief of Police or designee, if an employee is temporarily unable to perform all of his/her job duties due to a non-work related injury or due to a non-work related medical condition, the employee may be temporarily reassigned to an alternative duty assignment. There is no right to be so assigned and it is at the sole discretion of the Chief of Police or designee whether or not such alternative duty assignment will be offered, and if offered and accepted, when the employee will be reassigned back to his/her full regularly assigned job duties.

18.4 - DISABILITY/SICK DAYS

An employee who has purchased disability insurance through the District shall not be required to use sick days for absences due to illness or injury once benefits commence to be paid to the employee pursuant to the policy.

18.5 - ATTENDANCE SUPPLEMENT

Effective January 8, 2021, an Officer who has perfect work attendance on all of his or her scheduled days of work during each quarter of the calendar year, will receive a stipend of $250, minus standard deductions, for that quarter.

To be eligible to receive this Attendance Incentive, the Officer must be a regular full-time, non-probationary Officer of the District for the quarter.

"Perfect Work Attendance" means not being absent for any reason except when called for or serving on a jury, "light duty" associated with a Workers Compensation claim, taking an approved TDE that takes the

Officer away from his/her regular duties to attend a District approved activity, using approved compensatory time, or using administrative leave as approved by the Chief or designee as provided for in Section 17.1 (h) or Section 18.1 (b) above.

ARTICLE 19 - HOLIDAYS

19.1 - Paid Holidays for all bargaining unit members shall be as approved by the School District as prescribed by the School Calendar Committee. Pursuant to Florida Statutes, the Board may authorize a maximum of six (6) paid legal holidays.

To the extent possible, the School District will attempt to schedule training on student non-attendance days.

ARTICLE 20 - SALARY PLAN

Assigned duty days shall be as determined by the Chief of Police.

20.1 DUAL CAREER LADDER / CAREER PATH PROGRAM

Effective July 1, 1995, and thereafter, the District shall provide a Dual Career Ladder/Career Path Program to all employees of the School District Police Department who are members of the PBA bargaining unit. A copy of this Program will be issued as a General Order and will be made available to any PBA bargaining unit employee who requests a copy within a reasonable period of time. The Parties continue to agree that this Program is not a part of this Agreement.

20.2 SALARY INCENTIVE MONEY

Qualified School Police Officers shall be paid supplements for salary incentive money as outlined in Section 943.22, Florida State Statutes. The following is a list of the maximum amount of salary incentive money any Officer may receive per month according to the type of salary incentive for which he/she is eligible, unless provided otherwise by law.

Training	Maximum Payment per Month
Basic Only	$25.00*
Advanced Course Only	$120.00 Maximum
Education Only	$30.00 - Two (2) Year Degree $80.00 - Four (4) Year Degree
Basic and Advanced Courses	$130.00 Maximum
Basic and Education	$55.00 with Two (2) Year Degree $105.00 with Four (4) Year Degree
Advanced Courses and Education	$130.00 Maximum
Basic, Advanced Courses and Education	$130.00 Maximum

***** Only full-time Law Enforcement Officers who were initially employed/certified prior to July 1, 1980, may receive basic salary incentive payments.

20.3 ASSIGNMENT PAY

The Chief of School Police may, in response to operational and/or programmatic demands, assign a permanent employee(s) to Special Duty Assignment (SDA) in any of the following areas with accompanying annual supplemental compensation, as indicated:

- Acting Sergeant — 10% While Actively Working as a Sergeant
  (Officers will not be in the role of Acting Sergeant for more than 1 pay period)
- Detective — $5,000
- K-9 Trainer — $2,800
- CRT (Crisis Response Team) — $2,940
- FTO (Field Training Officer) — $4,200
- Accreditation Manager — $1,200

- K-9 Caretaker/Handler – K-9 Caretakers/Handlers shall be paid an additional one (1) hour per day at one and one half times (1.5) a rate of $15 per hour (or the state minimum wage, whichever is greater), for each dog they are assigned, per pay period as compensable time for the care and maintenance of the assigned canine(s). For example, a current K-9 Caretaker/Handler with one canine would earn approximately $22.50 per day. The payment for caring for the animal(s) applies to every day of the year (Including weekends, holidays, and breaks) in which the employee is personally caring for the animal(s). Those officers assigned more than one K-9 as of the date of the ratification of this Agreement will not have a K-9 removed as a result of this increase in supplemental pay.
  Veterinary appointments and certification activities should be scheduled during the regularly scheduled shift. Should such activities occur outside the employee's regularly scheduled shift, he/she/they will be paid for hours worked in compliance with the law.

An employee assigned to Special Duty Assignment shall receive supplemental compensation only for the duration of the assignment.

*Those officers actively assigned to a FTO position as of January 1st of each year shall receive the annual stipend.

20.4 NON-CONTRACT DAY COMPENSATION - Any school police officer who is requested to work on a non-contract day shall be compensated at the rate of $52.50 per hour effective upon ratification and School District approval.

20.5 SALARY ADJUSTMENTS

a. The Parties agree that effective January 1, 2026, the maximum and minimum Hourly Pay Rates on the Minimum-Maximum Hourly Pay Rate Schedules for Officers and Sergeants (Appendix A) will be increased by 1.5% to the minimum and 1.5% to the maximum. This amended Minimum-Maximum Hourly Rate Pay Schedule(s) is attached as Appendix A. Also, effective January 1, 2026, each bargaining unit member's hourly rate of pay will be increased by 1.5%. Additionally, all employees will receive a 1.5% lump sum payout of their current base salary prior to any negotiated salary increase for the 2025-2026 school year. Those individuals who are no longer employees of the District on the date the School Board approves this Agreement are not entitled to this pay increase.

b. The Parties agree that the Minimum-Maximum Schedules in Appendix A are not subject to further modification or change until January 1, 2027 as agreed to in the Duration of Agreement provision of this Contract, and further agree that future modifications or changes to Appendix A and/or the hourly rates on that Schedule will be effective January 1, of any given year unless otherwise agreed to by the Parties.

c. Only those employees who receive an overall satisfactory end of the school year annual evaluation the previous school year shall be eligible to receive the wage increase set forth above.

d. "Me Too Clause": For only this term of bargaining (2025/2026 school year/2026 modifications, as applicable for the PBA/CTA), if any of the bargaining unit members of the CTA receive over three (3) percent of their current base salary towards their earnings, whether such amount be paid as a base wage increase or lump sum payout, all members of both PBA Bargaining units will receive that same extra amount, paid in the same form as that received by the CTA members (base salary or lump sum payout). For example, if any CTA members receive a five (5) percent increase in earnings whether as a base wage increase or lump sum payout (combined or separate amounts), all members of the PBA units will receive an additional two (2) percent increase (as a base salary or lump sum payout, as determined by the method of payout to the CTA member(s), for whatever amount is in addition to the combined 3% received by PBA Members). Any such amount will be retroactive to January 1, 2026.

20.6 PERFORMANCE-BASED PAY PLAN

a. Bargaining unit members, upon completion of their sixth (6^{th}) or more years of continuous service with the District who achieve a score of 80% or higher on the District's Performance-Based Evaluation Instrument with no areas rated as "Not Acceptable" the previous fiscal year, are eligible to receive a Performance-Based Pay stipend on or about December 1 of the fiscal year following the attainment of the score of 80% or higher. The employee must remain an employee of the District through December 1 of the fiscal year following the attainment of the score of 80% or higher to maintain his/her eligibility to receive the Performance-Based Pay stipend. The Parties agree and understand that becoming eligible for the Performance-Based Pay stipend is contingent each year on the employee's completion of six (6) or more
years of continuous service with the District, achieving a score of 80% or higher and having no area rated as "Not Acceptable" on his/her annual Performance-Based Evaluation form and remaining an employee through December 1 of the fiscal year following the attainment of the score of 80% or higher.

b. The amount of the Performance-Based Pay stipend that is paid to each eligible employee will vary each year based on the total number of bargaining unit members who are eligible to receive a Performance-Based Pay stipend that fiscal year. The number of eligible employees each year will be divided into the District's Performance-Based Pay amount of one-hundred thousand dollars ($100,000) each December.

c. While each eligible employee is required to have all legally mandated deductions made from his/her Performance-Based Pay stipend, the District assumes all responsibility for making all additional legal payments and these additional payments will be made in addition to the one hundred thousand dollars ($100,000) set aside annually to pay these Performance-Based Pay stipends.

20.7 - PAYROLL SCHEDULE

The District, after giving prior written notice to the Association and to employees in the Association's bargaining unit, may implement the provisions contained in paragraphs a., b. and/or c. below either separately or together.

ARTICLE 20 - SALARY PLAN Cont.

a. The District may implement a 26 equal pay payroll schedule for employees who work a 12 month calendar with paychecks electronically deposited every other Friday in the employee's choice of a financial institution beginning on a Friday selected by the District. If a Friday pay date falls on a non-duty day, the paycheck will be electronically deposited the last preceding duty day. Employees who work less than a 12 month calendar may have their payroll checks electronically deposited every other Friday, but proportionately on fewer than 26 Fridays.

b. The District may implement a paperless payroll whereas employees will not receive a paper pay stub, but will be able to access payroll stub and other payroll information by going to a District website location and, after entering their personal password, be able to view and retrieve their individual payroll information as well as being able to view and make some payroll information changes on-line such as the employee's W-2 Form.

c. The Chief of Police may implement a new attendance/payroll tracking system for Department employees to comply with any District implemented system. The Chief of Police will confer with PBA representatives prior to implementing any such system.

The Association is invited to appoint two (2) representatives to provide input on topics that will be addressed by the District's *ad hoc* Payroll Advisory Committee. One topic of the *ad hoc* Payroll Advisory Committee will be to make an annual recommendation to the Chief Operating Officer of the first Friday paycheck date of each school year for employees who are less than 12 month employees. To that end, such Association representatives will be provided a TDE at District expense to attend meetings of this Committee when such meetings are scheduled during regular duty hours.

Notwithstanding the above provisions, in the event the District determines it is in its interests or is required by law, regulation, court order and/or the settlement of a legal suit, to establish a pay program that pays hourly paid employees for actual hours worked and for all over-time earned during each two-week pay period within two weeks of the end of each pay period, the Parties agree that such a pay program may be implemented by the District after giving the Association reasonable advanced written notice.

20.8 - ADVANCED DEGREE PAY

Bargaining unit members shall be eligible for Advanced Degree Pay for a Master or Doctorate degree in Criminal Justice, Criminology, Public Administration, Police Administration or a related advanced degree approved by the Chief of Police, conferred by an accredited college or university.
The annual Advanced Degree Supplement shall be paid as follows:

Master's Degree	$2,000
Doctorate Degree	$4,000

20.9 – WEST AREA SUPPLEMENT

1. Effective January 3, 2009, an Officer permanently assigned full-time to the West Area will be paid an annual supplement as follows:

Years of Service School District Police Dept.	Annual Supplement
0 – 2 years	$3,000.00
2 – 8 years	$4,500.00
9 + years	$5,500.00

Such Supplement will be prorated based on the Officer's work year and the date he/she became eligible to receive the West Supplement.

2. Payment of the West Supplement shall be effective for an Officer at the beginning of the next pay period following the effective date the Officer was permanently assigned to the West Area and shall terminate when the Officer is no longer assigned to the West Area.

3. An officer temporarily assigned to the West Area shall be considered to be permanently assigned for purposes of being eligible for this West Supplement after he/she has been temporarily assigned for at least a period of twenty (20) continuous work days and shall be paid the West Supplement effective at the beginning of the pay period commencing immediately after being temporarily assigned to the West Area.

20.10 – TERMINAL LEAVE PAY & BENCOR

An employee who retires and submits proof of eligibility from the Florida Retirement System or whose employment is terminated by death shall receive payment for accrued sick leave days. Such compensation shall be the daily rate of pay at retirement or death of the employee multiplied by the maximum percentage provided for by Florida Statute times the number of accumulated sick leave days. In the event service is terminated by death, benefits shall be paid to the beneficiary as identified on the employee's group life insurance Form.

(a) Effective June 30, 2017 and thereafter, employees who have a minimum of ten (10) consecutive years of District service just before they are to receive terminal pay benefits and who are retiring/leaving the employment of the District or who are entering into DROP shall have such terminal pay benefits provided to them through the BENCOR National Government Employees Retirement Plan as adopted by the School Board in 1999.

(b) Employees who are eligible to receive terminal pay benefits and who are retiring/leaving the employment of the District prior to June 30, 2017, shall not be covered under the BENCOR Plan.

(c) The Department of Compensation and Employee Information Services will provide affected employees with information on eligibility, how the process works and its benefit to employees in this bargaining unit.

20.11 – Payroll Gap Notification

The District will provide notice of any payroll gap or salary schedule change directly to the PBA.

ARTICLE 20 - SALARY PLAN Cont.

20.12 - EXPERIENCE FOR SALARY DEFINED

Effective January 1, 2025, and in accordance with this paragraph and all other provisions of this Section, each new employee's verified prior years of experience as a sworn law enforcement officer, not to exceed 16 years, will be recognized by the District as provided herein.
New officers will receive a 0.5% increase to the minimum base salary for each year of sworn certified law enforcement service performed outside the District. This credit is first awarded upon verification of two (2) years of service (0.5%) and increases by an additional 0.5% for each subsequent year, up to a maximum of 7.5% at sixteen (16) years of service.

Employees must submit verification within ninety (90) days of the beginning date of regular paid employment with the District in order to receive experience credit. If any employee has extenuating circumstances that justify the failure to submit verification within the allotted time, the employee may appeal to the Chief of Human Resources. The decision of the Chief of Human Resources shall be final. If the employee does not submit the form after the ninety (90) days of the beginning of employment or if his/her appeal to the Chief of Human Resources is not sustained, the employee may submit the form after the ninety (90) days and receive credit in subsequent school years. Verification shall be submitted using a form provided by the District.

Year of Service Defined
A year of service shall be defined as twelve (12) months of full-time compensated work as a sworn certified law enforcement officer.

Current Employees
Upon approval of this agreement by the School Board, active employees will be eligible to receive salary credits for verified internal and external experience (combined total years) as a sworn certified law enforcement officer. However, these credits will only be awarded, as a one-time adjustment, in cases where the active employees' creditable years exceed nine (9) years on the New Hire Experience Credit Schedule. This is aligned to the negotiated 4% base salary increase for 2025 (to allow for an extra 0.5% to 3.5% for a maximum experience credit of 7.5% inclusive of the 4% base salary increase). As an example, if a current active employee has 12 years of creditable internal and external service, they would receive 5.5% as a one-time adjustment for 2025, which is inclusive of the negotiated base salary increase for 2025 of 4%.

ARTICLE 20 - SALARY PLAN Cont.

New Hire Experience Credit Schedule

Years of Sworn Certified Service Outside District	Experience Credit to Base Salary
0 - 1	0.0%
2	0.5%
3	1.0%
4	1.5%
5	2.0%
6	2.5%
7	3.0%
8	3.5%
9	4.0%
10	4.5%
11	5.0%
12	5.5%
13	6.0%
14	6.5%
15	7.0%
16+	7.5% (capped)

ARTICLE 21 – SERGEANT PROMOTION PROCESS

21.1 Qualifications

1. Associates degree in criminal justice or related field; OR successful completion of minimum sixty (60) semester credit hours at an accredited college or university. Continuing Education Units (CEUs) may substitute for up to a maximum of thirty (30) such credit hours, where one (1) earned and approved CEU is equivalent to one (1) semester credit hour OR completion of two (2) years active military service in one of the branches of the United States Armed Forces and received an honorable discharge.
2. Must possess a State of Florida Criminal Justice Standards and Training Commission (CJSTC) certification as a Law Enforcement Officer.
3. Minimum of three (3) consecutive years of continuous, immediately preceding the testing process, service with the District in a certified law enforcement position.
4. Five (5) years of sworn Law Enforcement experience.
5. No more than three (3) total days of suspension in the five (5) years preceding the testing process.
6. Completion of a recognized law enforcement line-supervision class (within six months of promotion) unless otherwise approved by the Chief of Police due to unavailability of the class.
7. All qualifications must be achieved by December 31st of the testing year.

21.2 Examination and Oral Interview

1. A promotional eligibility list will be established every two years. The eligibility list is valid from January 1st to December 31 every two years starting January 2026 to allow for the current eligibility list to expire.
2. The promotional process will be held every other September (written test date, location of the test and testing materials will be provided at least 60-days in advance). The District will provide a list of the areas that the examination will cover and will also provide a list of the resources from which the examination was drawn. For this purpose, the District will only use job related promotional examinations.
3. Each promotion will be made from among the current top five (5) persons on the promotional eligibility list. No person shall be passed over for a promotion by selecting a lower ranked employee on more than four (4) occasions. The Chief of Police may delay or deny a promotion for anyone who is currently under an active investigation by any law enforcement agency.
4. Point System:
    a. Written Exam: To be considered for a promotion to the position of Sergeant, the candidate must obtain a 75% on the written test which equals two-third (2/3) of the total points.
    b. Oral Interview: The oral interview will consist of objective, job-related interview questions. The panel will consist of a minimum of three sworn persons who will remain consistent for the interview process, absent exceptional circumstances. The oral interview score will equal one-third (1/3) of the total points.
    c. Seniority: For every year of service with the School District of Palm Beach County School Police the candidate will receive .25 up to a maximum of five (5) points to be added to the overall score (Written Exam/Oral Interview)

d. Education: Bachelor's = 1 point; Master's = 2 points. These points are added to the overall score (Written Exam/Oral Interview)
e. Final Ranking: Consideration for the position of Sergeant will be based on the final numeric score achieved by the candidate during the promotion process. The total score will be composed of written exam score (2/3); oral interview points (1/3); plus seniority points and education points which will be added to the overall test/interview score.

5. Where there is an open Sergeant position, the Chief of Police will advertise internally.
6. There will be no makeup promotional examinations. However, upon request and if the employee can make testing arrangements suitable to the Chief of Police with a state approved police academy or accredited university, or a military facility before a commanding officer, then the Department may make special testing arrangements to administer the test at the same time and date and under similar conditions to the candidates who cannot appear at the regular testing site due to: 1) Military Services; 2) Department business; 3) Approved bereavement leave requiring travel outside of the county; 4) A catastrophic health emergency involving the employee's family, limited to spouse, domestic partner, children, parents, and grandparents if the reside with the employee.

21.3 Selection Process

1. Each promotion will be made from among the current top five (5) persons on the promotional eligibility list who have not been suspended within an eighteen (18) month period prior to the day of the promotion. No eligible person shall be passed over for a promotion by selecting a lower ranked employee on more than four (4) occasions. The Chief of Police may delay or deny a promotion for anyone who is currently under an active investigation by any law enforcement agency.
2. The dated promotional list is available for review upon request.

21.4 Other Regulations

1. Officers who are candidates may withdraw their candidacy from consideration at any time.
2. A candidate who no longer meets the eligibility requirements will no longer be considered a candidate.
3. Sergeants will not be required to become 12-month employees following a promotion, but may opt for such designation.
4. For the first year of this agreement, January 1, 2024, all employees currently assigned to the position of Sergeant will receive a 10% increase in base pay. The negotiated wage increase will be applied to the new salary.
5. For future promotions to the position of Sergeant, the member's rate of pay will increase by 10% or the minimum of the Sergeant's pay grade, whichever is greater.

ARTICLE 22 - OFF DUTY EMPLOYMENT

22.1 Off Duty employees shall not be engaged in any outside or non-School District employment except on the written authorization of the Superintendent or designee.

22.2 In no event shall non-School District or outside employment interfere with the performance of an employee's duties with the School District.

22.3 For the purpose of this Article, the designee shall be the Chief of Police.

ARTICLE 23 - TRAINING

23.1 The School District agrees to provide the proper required training to all bargaining unit members to insure the retention of police certificates.

23.2 Additional mandatory training may be initiated by the Superintendent or designee to provide bargaining unit members with the skills and knowledge required to improve job performance.

23.3 Attendance at all training sessions is mandatory unless excused by the Superintendent or designee.

23.4 For the purposes of this Article, the designee shall be the Chief of Police.

ARTICLE 24 - PROHIBITION OF STRIKES

24.1 Employees covered by this Agreement and the PBA, its officers, agents and representatives agree that they will not engage in any strike activities.

24.2 Employees covered by this Agreement, the PBA or its Officers, Agents or Representatives, agree that the Florida Public Employees Relations Act prohibits them individually or collectively as public employees or the PBA from participating in a strike against the Palm Beach County School District, the employer, by instigating or supporting in any manner a strike.

Any violation of this section shall subject the violator(s) to the penalties as provided by the Florida Public Employees Relations Act.

ARTICLE 25 - SAVINGS

25.1 If any section of this Agreement should be found invalidated by State Statutes or court order, then only said section shall be invalidated. At the request of either Party, such invalidated section shall be reopened for negotiations. If the Parties are unable to resolve the invalidated section(s) within twenty (20) days of the commencement of negotiations and such section(s) is a mandatory subject for bargaining, the Parties agree to abide by the provisions of Chapter 447, Florida State Statutes, concerning said invalidated section(s).

ARTICLE 26 - MISCELLANEOUS PROVISIONS

26.1 The District and the PBA agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed, and that this Agreement represents all items agreed to and that no additional negotiations, unless stipulated in this Agreement, will be conducted during the life of this Agreement except by mutual consent of the Parties.

26.2 This Agreement constitutes all agreements between the Parties for the term of this Agreement and the School District shall carry out the commitments contained herein and give them full force and effect as District Policy.

26.3 Within thirty (30) days of the School District's and PBA's authorized signatures to the Collective Bargaining Agreement and/or modifications to said Agreement, such signed Collective Bargaining Agreement and/or modifications will be posted on the District's website.

26.4 The Parties agree that this Agreement and negotiated modifications thereto shall remain in full force and effect until such time a successor Agreement or a further modification to this Agreement is either mutually agreed upon via the bargaining process or is resolved and implemented pursuant to procedures in Florida Statutes Sec. 447.403.

ARTICLE 27 - GRIEVANCE AND ARBITRATION PROCEDURE

27.1 GRIEVANCE PROCEDURE

In a mutual effort to provide harmonious relations between the Parties to this Agreement, it is agreed to and understood by both Parties that there shall be a procedure in this Department for the resolution of grievances or misunderstandings between the Parties arising from the applications or interpretation of this Agreement as follows:

A. **STEP 1:** The aggrieved employee, with or without the Union Representative, shall discuss the problem or dispute concerning the Agreement with the immediate supervisor or Chief of Police within ten (10) working days of the occurrence or employee's knowledge of the occurrence resulting in the problem or dispute. The supervisor has ten (10) working days after the discussion with the employee to resolve the problem/concern.

STEP 2: If, after informal discussions with the immediate Supervisor or Chief of Police, the problem has not been resolved, the grievant and/or PBA may elect to file a written grievance with the Chief of Police, by completing the attached Grievance Form, signed by the grievant and/or a PBA representative, stating the specific Article, Section, and language of this Agreement that is alleged to have been violated, misinterpreted, or misapplied.

The properly completed and signed Grievance Form must be submitted to the Chief of Police within twenty (20) working days of the date on which informal discussions took place. The Chief of Police will have ten (10) working days from receipt of the Grievance Form to reconsider or notify the Grievant and the PBA of the decision.

STEP 3: If the grievance has not been satisfactorily resolved at Step Two, using the Grievance Form, the employee and/or PBA may appeal the grievance to the Director of Labor Relations within ten (10) working days after the Chief of Police's response is due. Using the Grievance Form, the Director of Labor Relations shall respond within ten (10) working days to the grievant and PBA.

1. Failure to observe the time limits for submission of a grievance, at any Step, will automatically result in the grievance being considered abandoned. Failure to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.

2. The Parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending.

3. All responses required in Steps Two and Three above shall be directed to the employee with a copy furnished to the PBA.

4. The resolution of any grievance processed by a bargaining unit member with Association representation shall be in accordance with this Agreement.

5. No more than two (2) Association Representatives shall be present at any grievance hearing.

6. An employee shall have the option of using appropriate procedures pursuant to Florida Statutes or of using this grievance procedure in resolving an issue that falls within the definition of a "Grievance" as contained in Section 26.1 of this Article; however, the employee is precluded from using more than one of the procedures when seeking a resolution to an issue.

7. The Parties acknowledge that multiple grievances may be combined with the mutual agreement of the employer and the PBA. Grievances of a general nature relating to the provisions of this Agreement may be processed directly at Step Two by the PBA.

STEP 4: ARBITRATION PROCEDURE

1. If the grievance has not been satisfactorily resolved at Step 3, only the PBA may submit the grievance to arbitration, in writing, no later than ten (10) working days after the date the Director of Labor Relations' response is due. A grievance may be appealed to Step 4 - Arbitration by the PBA provided timely written notice is given to both the Superintendent and the Federal Mediation & Conciliation Service (FMCS) demanding arbitration of the grievance on a form prescribed by FMCS. Nothing contained in this Article or elsewhere in this Agreement shall be construed to permit the Association to file for arbitration, unless by mutual consent, that has not been processed through this grievance procedure.

2. It is further understood and agreed that the aggrieved employee(s) shall be granted release time to attend formal proceedings, as described herein, which are held during working hours. The agents of School Police and the PBA shall mutually agree on a representative number of employee witnesses to insure a full hearing on the merit of the issues for which said employee witnesses shall be granted released time to testify.

3. At the arbitration hearing, the aggrieved employee shall be accompanied by the PBA Representative. The arbitrator shall render his/her decision no later than thirty (30) calendar days after the conclusion of the final hearing. Such decision shall be final and binding and made in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both Parties.

4. Selection: The arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the Federal Mediation Conciliation Service.

5. Powers: The Arbitration Award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The arbitrator shall limit his decision to the application and interpretation of this Agreement and the arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The cost of the services of the arbitrator shall be shared equally by both Parties to this Agreement.

ARTICLE 28 – EVALUATION

28.1 An Evaluation will be conducted annually by the Chief of Police. The evaluation will be reviewed by the Chief of Police for final decision on renewal, transfer, or assignment of the employee.

28.2 [formerly 20.10] The Parties continue to agree and understand that the Performance Based Evaluation Instrument for Officers is not a part of this Agreement and that all appeals of an Officer's annual evaluation based on the District's Performance Based Evaluation Instrument will be made to the Officer's evaluator and then, if necessary, to the Chief of Police for a final determination. The Parties also agree that any appeal will be limited to the failure of the evaluator to have followed evaluation procedures, criteria and/or forms. The judgments and conclusions of the evaluator are not subject to appeal and no evaluation issue may be processed through the Grievance Procedure contained in this Collective Bargaining Agreement. The decision of the Chief of Police on any appeal is final.

28.3 [formally 20.5d] The District's Performance Based Evaluation Instrument for School Police Officers will continue to be in effect with the understanding that the Instrument is not a part of this Agreement. All appeals of an Officer's annual evaluation based on the District's Performance Based Evaluation Instrument will be made to the employee's evaluator and then, if necessary, to the Chief of Police for a final determination. The Parties agree that any appeal will be limited to the failure of the evaluator to have followed evaluation procedures, criteria and/or forms. The judgments and conclusions of the evaluator are not appealable and no evaluation issue may be processed through the Grievance Procedure contained in this Collective Bargaining Agreement. The decision of the Chief of Police on any evaluation appeal is final.

28.4 [formerly 20.6] If a bargaining unit member is going to receive at least one "Not Acceptable" rating on his/her annual Performance Based Evaluation, the member shall be given notice at least sixty (60) calendar days prior to the completion of the employee's annual evaluation. If the bargaining unit member's performance continues to be "Not Acceptable" in one or more evaluation categories and the member receives an overall unsatisfactory annual performance evaluation at the end of the school year, said member will not be eligible to receive a step increase for the following school year should there be an agreement to provide step increases that year. In addition, said member will not be eligible to receive any negotiated increase to the salary schedule for the following school year, should there be an agreement to increase the salary schedule that year. One "Not Acceptable" rating on any of the evaluation indicators at the end of a school year annual evaluation constitutes an overall unsatisfactory annual performance evaluation rating.

ARTICLE 29 - DEFINITIONS

29.1 The following list of terms will be used in the Agreement and whenever they are used will refer to the definitions described below unless otherwise stipulated.

1. Employee/Officer

   All certified Police or Law Enforcement personnel approved by the Public Employees Relations Commission (PERC) to be members of the bargaining unit.

2. Association

   The Police Benevolent Association, or the "PBA", meaning the bargaining unit and its duly authorized representative(s) or agent(s).

3. Superintendent

   The Superintendent of Schools of Palm Beach County, Florida, or his/her designee.

4. Chief of Police

   The Chief of Police of The School District of Palm Beach County, Florida, or his/her designee.

5. Principal

   The School Principal or his/her designee.

6. Board

   The School District of Palm Beach County, Florida, its administrative officers or agents.

7. School System or District or County

   The School District of Palm Beach County, Florida

8. Public Employees Relations Act (PERA)

   Florida Statutes, 447, Part II, Chapter 74-100.

9. Public Employees Relations Commission (PERC)

   The PERC Commission created under Florida Statutes 447.205.

ARTICLE 29 – DEFINITIONS Cont.

10. Day

A. Unless otherwise specified in this Agreement, "day" or "contract day" shall mean School Police Officer work day.

B. "Non-contract" day shall mean any weekday when School Police Officers are not regularly scheduled to work or as designated on the School Police calendar.

“Working day” shall mean any day of the week, excluding Saturdays, Sundays, and legal holidays. When the last day of any time period or a deadline prescribed or allowed by this Agreements falls on a Saturday, Sunday, or legal holiday, then the time period or deadline continues to run until the next day that is not a Saturday, Sunday or legal holiday.

11. FMCS

Federal Mediation and Conciliation Service

12. PBA Representative

Any elected or PBA appointed member of the bargaining unit, duly authorized to represent the Association.

ARTICLE 30 - PROGRESSIVE DISCIPLINE

1. This Section covers actions involving discipline as described in Section 8 below, oral or written warnings, written reprimands, suspensions, demotions, dismissals, or reductions in grade or pay with prejudice.

   Disciplinary action may be taken against an employee only for just cause, and this must be substantiated by sufficient evidence which supports the recommended disciplinary action.

   All allegations pertaining to a disciplinary action shall be investigated. Actions under this Section shall be initiated after all the facts have been made known to the official responsible for taking the actions.

2. Disciplinary action shall be governed by applicable State Statutes.

3. An employee against whom disciplinary action is to be taken may appeal said action through the grievance procedure, excluding verbal warning and written warning.

4. An employee against whom action is to be taken under this Section shall have the right to review all of the information relied upon to support the proposed action and shall be given a copy upon request. No adverse action may be taken against an employee on the basis of any document which has not been provided by a copy to the employee.

5. The Association shall be provided with a copy of all correspondence that is related to the action of the employee the Association is representing at the grievance procedure.

6. The employee and his representative shall be afforded a reasonable amount of time to prepare and present appropriate responses to the proposed disciplinary actions under the Section. This amount of time is to be mutually agreed upon by the Parties.

7. Previous charges or disciplinary actions that have been brought forth by the administration may be cited against the employee if these previous acts are reasonably related to the existing charge. All previous charges or disciplinary actions must have been shared with the employee.

8. The discipline, dismissal, demotion, and suspension of any employee shall be for just cause. Recommendation for such action shall be made by the Chief of Police to the Superintendent. Except for more serious cases, which may be initiated at a higher level, progressive discipline shall be administered as follows:
   a. Verbal warning (written notation) not filed in Personnel File.
   b. Written warning, which shall neither be retained in the employee's District personnel file nor be considered after twelve (12) months from the date that the warning was issued.
   c. Written reprimand, which is filed in the employee's Personnel File.
   d. Suspension with or without pay with Board approval.
   e. Dismissal with Board approval.

ARTICLE 31 – CHILDREN OF EMPLOYEES

Section 1.01 After-School Child Care for the Children of Employees:

a. Bargaining unit employees will be given priority for placement of their children in After-School Child Care at District elementary schools where the District has an After-School Child Care Program, so long as this does not conflict with the law.

b. Eligibility is as follows:
    i. The child is elementary school age.
    ii. The child attends the After-School Child Care Program at the school in which the child is enrolled.

c. In the event all After-School Child Care slots at one school are occupied by bargaining unit employees' children, priority for placement will be based on bargaining unit employee seniority.

d. In the event a bargaining unit employee's child changes elementary schools during the school year, he/she will be given priority for placement if there is an After-School Child Care Program waiting list at his/her new elementary school.

e. For purposes of this Section, eligibility to participate in the After-School Child Care Program requires that the bargaining unit employee is the legal parent/guardian of the student.

The District shall assume no responsibility and/or liability for the transportation of these students.

As a benefit of employment with the District, all full-time bargaining unit employees who properly enroll their child(ren) in a District After-School Child Care Program and who are not already eligible to receive any kind of discount, will receive a 25% discount on the hourly rates charged by these Programs to the general public. Employees already eligible to receive any other kind of discount will not receive a total discount of more than 25%. This employee discount is only for hours of District Before-School and District After-School Programs operating on regular student attendance days and do not apply to Professional Development Days (PDDs), In-Service Days, Teacher Work Days or on days these District After-School Child Care Programs are not operating.

ARTICLE 32 – TWELVE-MONTH (12-MONTH) EMPLOYEES – TERMS OF EMPLOYMENT

32.1 TERMS OF EMPLOYMENT

The following terms of employment will apply to bargaining unit members employed on a twelve-month basis:

1. The Parties agree that the bargaining unit member must voluntarily request in writing, via the Chief of Police, to be employed as a twelve-month employee. The District cannot select any unit members to become twelve-month employees who do not voluntarily apply for the position in writing.
2. After becoming a twelve-month employee, a bargaining unit member may opt to return to his or her previous work schedule as a non-twelve-month employee, but he or she must wait until the end of the fiscal year. After returning to his or her prior employment status, he or she will cease earning any new benefits acquired during that time working as a twelve-month employee, including annual leave or compensation.
3. The Chief of Police will select and assign those employees who volunteer for the twelve-month positions based on seniority, defined as total length of continuous service in the Police Department. The Chief of Police may also consider operational necessity and the assignments of those unit members who volunteer.
4. Twelve-month employees will not be given preference for call-outs, details, or similar work assignments over non-twelve-month employees.

32.2 ANNUAL LEAVE

In addition to the other leaves detailed in Article 18 of this Agreement, twelve-month (12-month) employees will accumulate and be able to utilize annual leave in accordance with the following conditions:

1. Accumulation of Annual Leave
   A member of the bargaining unit who is employed on a twelve (12) month basis shall be allowed annual leave, exclusive of holidays (see Article 19), with compensation as follows:

   a. An employee with less than five (5) years of continuous service at a rate of one (1) day per month, cumulative to twelve (12) work days per year.

   b. An employee with five (5) years or more of continuous service at a rate of one and one-quarter (1.25) days per month, cumulative to fifteen (15) work days per year.

   c. An employee with ten (10) years or more of continuous service at a rate of one and one-half (1.5) days per month, cumulative of eighteen (18) work days per year.

Accrued annual leave shall not exceed sixty (60) work days (480 hours) on June 30 of each year, pursuant to Fla. Stat. 1012.65. Annual leave may be granted by the Chief of Police upon the written request of the employee, with prior approval by the employee's direct supervisor. Annual leave for an employee shall be scheduled to ensure there is no undue hardship on the District's operation.

   a. Upon employment termination, the employee shall be paid as terminal leave all unused annual leave as follows:

i. The dollar value of an employee's Annual Leave payout is determined by multiplying the available hours balance times the employees' hourly rate of pay. Annual Leave is not a vested benefit; hence the hours cannot be transferred.

2. Use and Selection of Annual Leave
   a. All requests for annual leave must be approved in advance by the bargaining unit member's immediate supervisor and the Chief of Police (or his/her designee).

   b. The approving immediate supervisor will ensure that there is adequate coverage for the requestor's assignment prior to approving the time off, with the standard being undue operational hardship on the District. If there is concern for undue operational hardship, then the member will be permitted to find coverage for his/her position.

   c. The following procedures will be followed in scheduling the use of annual leave:

      i. Employees who request annual leave for less than twenty-four (24) hours must submit the leave request at least three (3) working days prior to the scheduled leave date, except in emergency situations.

      ii. Employees who request annual leave in excess of twenty-four (24) hours must submit the leave request at least two (2) weeks prior to the scheduled leave date, except in emergency situations.

      iii. If a member requests use of annual leave thirty (30) or more calendar days in advance, the District must grant use of that leave, unless it will suffer undue operation hardship.

To the best of their ability, employees are responsible to keep themselves informed of the number of annual days/hours they have accrued and are accruing, so that the employee does not forfeit any annual leave over sixty (60) days on July 1 of every year.

Any employee who becomes ill while on annual leave may use accrued sick leave for such period of illness, provided a doctor's note is presented to his/her immediate supervisor upon the employee's return to work.

32.3 ATTENDANCE SUPPLEMENT

1. All bargaining unit members employed as twelve-month (12-month) employees are still entitled to receive the attendance supplement, as described in Article 18.5 of this Agreement. Furthermore, a unit member's use of annual leave will not preclude the bargaining unit member from receiving the attendance supplement.

32.4 WORK CALENDAR AND HOURS OF EMPLOYMENT

The schedule of all bargaining unit members working as twelve-month employees will be based off the District's regular annual calendar and they will not work the designated holiday breaks as their regular shifts.

ARTICLE 33 - DURATION OF AGREEMENT

This Comprehensive Agreement has been negotiated by and between The School District of Palm Beach County, Florida, and The Palm Beach County Police Benevolent Association (PBA) on behalf of School Police Officers. This Agreement shall become effective with PBA ratification and School Board approval and shall remain in effect through December 31, 2026. During the term of this Agreement, either Party may reopen the Agreement as follows:

A. In the first year of this Agreement (2024), each Party may reopen Article 20 – Salary Plan, to be effective January 1, 2025, unless an alternative effective date is otherwise agreed to by the Parties, and two (2) additional Articles each. Coalition bargaining for Article 13 – Health, Life, Dental and Vision Insurance Benefits will commence in 2024, for a January 1, 2025 effective date, unless the District and the Coalition agree to some other effective date.

B. In the second year of this Agreement (2025), each Party may reopen Article 20 – Salary Plan, to be effective January 1, 2026, unless an alternative effective date is otherwise agreed to by the Parties, and two (2) additional Articles each. Coalition bargaining for Article 13 – Health, Life, Dental and Vision Insurance Benefits will commence in 2025, for a January 1, 2026 effective date, unless the District and the Coalition agree to some other effective date.

C. The Parties agree to open negotiations for a successor Comprehensive Agreement in 2026 for a January 1, 2027, effective date, unless the District and PBA agree to some other effective date. If the results of coalition bargaining in 2025 call for the commencement of coalition bargaining in 2026, coalition bargaining will commence in 2026 for a January 1, 2027 effective date, unless the District and the Coalition agree to some other effective date.

PBA and the District reserve all legal rights accorded them pursuant to Chapter 447, Florida Statutes, relating to acceptance, modification or rejection of proposals.

APPENDIX A – SALARY SCHEDULES

January 1, 2026

- Minimum Hourly Rate of Pay: $35.56 12 Month Min Base Salary: $71,111
- Maximum Hourly Rate of Pay: $60.77 12 Month Max Base Salary: $121,536

Sergeant Pay Rates

- Minimum Hourly Rate of Pay: $39.11 12 Month Min Base Salary: $78,216
- Maximum Hourly Rate of Pay: $66.85 12 Month Max Base Salary: $133,696

APPENDIX B – GRIEVANCE REPORT

THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Grievance Report

FILING DATE

☐ Non-bargaining Unit ☐ Bargaining Unit: ○ AESOP ○ CTA ○ FPSU ○ PBA

NAME OF PERSON FILING GRIEVANCE *(last, first, middle initial)*	TITLE	LEVEL/STEP
SCHOOL OR DEPARTMENT	TELEPHONE / PX	

Board Policy(ies)/ Administrative Directive(s) misapplied/violated *(for non-bargaining unit employees only)*

Contract provisions grieved *(for bargaining unit employees only)*

Grievance Statement *(include date of occurrence)*

Relief Sought

SIGNATURE OF PERSON FILING GRIEVANCE *DATE*

SIGNATURE OF ASSOCIATION / UNION OFFICER OR STAFF REPRESENTATIVE (if applicable) *DATE* *TITLE / POSITION*

DISPOSITION BY ADMINISTRATION *(attach additional sheets if necessary)*

SIGNATURE *DATE* *TITLE / POSITION*

PBSD 0114 (Rev. 10/30/2007) ORIGINAL - Office of Labor Relations
COPY - Association or Union Representative
COPY - Appropriate Administrator
COPY - Person filing grievance

APPENDIX C – MOU – YOUTH COURT PROGRAM ANNUAL SUPPLEMENT

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY
AND THE
POLICE BENEVOLENT ASSOCATION (PBA)

This Memorandum of Understanding is entered into to continue the payment of the $2,800.00 annual supplement provided to Officer(s) who are "on-call" for the Youth Court Program. This MOU becomes effective beginning on the date all signatures are affixed hereto as indicated below.

This supplement is provided through Youth Court funds and is not an expenditure or appropriation from the District's general fund account. This MOU will expire in the event Youth Court funds are no longer made available to provide for this "on-call" supplement or until the parties agree otherwise.

FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION

Lawrence Fagan
PBA Legal Counsel

Robert Walton
PBA Representative

William Lammie
PBA Representative

John Kazanjian
PBA President

FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

Van V. Ludy,
Director, Labor Relations

James Hayes, Jr.
Chief Negotiator

Joseph M. Moore
Chief Operating Officer

By affixing their signatures above, the representatives of the parties attest that this Memorandum of Understanding was officially approved this 28th day of August, 2007.