Collective Bargaining Agreement

Between

The School Board of
Palm Beach County, Florida

And

The Palm Beach County
Classroom Teachers Association, Inc.

July 1, 2025 - June 30, 2028
Negotiations for the 2025-2026 School Year

The School Board of Palm Beach County

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Virginia Savietto
District 2

Karen M. Brill (Chairperson)
District 3

Erica Whitfield
District 4

Gloria Branch
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District 6

Edwin Ferguson, Esq.
District 7

Michael J. Burke
Superintendent of Schools

DISTRICT BARGAINING TEAM

Jamie Wyatt, Deputy Superintendent
Chief of Schools

Tim Kubrick
Chief of Human Resources / Chief Negotiator

Heather Frederick
Chief Financial Officer

Diane Wyatt, Director
HR Compliance & Processes

Mark Mitchell, Director
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Brian McClellan, Principal – Osceola Creek Middle School
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CTA BARGAINING TEAM

Gordan Longhofer, President

Randal Oddi, Executive Director

Gilda Morgan-Williams, Vice President
Central Region Exceptional Student Education

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Adina Kerr, Treasurer
West Boynton Middle School

Angelina Gallesi-Schmitt, Labor Relations Consultant

Patricia Hatch, Professional Development

Hazel McFarlane, Boynton Beach High School

Cartier Scott, Suncoast High School

Ian Henry, Forest Hill High School

William Rizzo, Polo Park Middle School

Edith Williams-Pride, Boca Raton Elementary School

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PREAMBLE

The modifications to the July 1, 2025 – June 30, 2028 Successor Comprehensive Agreement has been negotiated by and between the School Board of Palm Beach County, Florida and the Palm Beach County Classroom Teachers Association, Inc. (CTA). This Agreement was approved by the School Board on May 27, 2026 and ratified by CTA on May 22, 2026.

Unless otherwise provided herein, this Agreement shall be effective when ratified and approved by both Parties and shall continue in full force and effect through June 30, 2028. The Parties agree that this Agreement incorporates all written understandings between the Parties entered into prior to the effective date of this comprehensive Agreement unless expired or agreed to in writing otherwise. Either Party may open the contract as follows: In April of the first year (2026), either party may reopen Article VIII, Section A- Salary and Appendix A – Performance-Based Salary Schedule, plus two (2) additional Appendices and select four additional Sections to negotiate. In April of the second year (2027) of this Agreement, either party may reopen Article VIII, Section A – Salary and Appendix A – Performance-Based Salary Schedule, plus two (2) additional Appendices and select four additional Sections to negotiate.

The Parties agree that nothing herein prohibits the opening of negotiations in April of 2028 for a successor Agreement prior to the expiration of this Agreement. In addition, the Association agrees to participate in reopener coalition negotiations with the District in 2027 for changes in calendar year 2028 as provided in Article VIII, Section H, of this Agreement. Should future coalition agreements call for the reopening of Article VIII, Section H, the Parties agree to comply with the reopener provisions.

In WITNESS WHEREOF, the aforementioned Parties have executed and ratified this Agreement on the 27th day of May, 2026.

FOR THE PALM BEACH COUNTY
CLASSROOM TEACHERS ASSOCIATION

Gordan Longhofer, President

Randal Oddi, Executive Director

Gilda Morgan-Williams, Vice President

FOR THE SCHOOL BOARD OF
PALM BEACH COUNTY, FLORIDA

Karen Brill, Chairperson of the School Board

Michael J. Burke, Superintendent

Jamie Wyatt, Deputy Superintendent

Heather Frederick, Chief Financial Officer

Tim Kubrick, Chief of Human Resources /
Chief Negotiator

ARTICLE 1 – GENERAL

Section A – Definitions

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

1. "AGREEMENT" - A Collective Bargaining Agreement or Contract as provided in Fla. Stat. §447.

2. "AMERICAN ARBITRATION ASSOCIATION (AAA)"

3. "REGIONAL SUPERINTENDENT" - The administrative head, or his/her designee, of a geographic region of schools as determined by the Superintendent and/or School Board.

4. "ASSOCIATION" - The Palm Beach County Classroom Teachers Association, the bargaining unit and its duly authorized representative(s) or agent(s).

5. "BOARD" - The School Board of Palm Beach County, Florida, its administrative officers and/or agents.

6. "DAY" - Unless otherwise specified in this Agreement, "day" shall mean an employee duty day, during the regular school year.

7. "EMPLOYEE" - All certificated personnel approved by the Public Employees Relations Commission (PERC) to be members of the bargaining unit.

8. "FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS)"

9. "INTERIM EMPLOYEE"- An employee who is filling in for another employee who is on an approved leave of absence (see Article III, Section O 2) or who is otherwise employed in keeping with Article IV, Section B (1) of this Agreement.

10. "PRINCIPAL" - The employee's school Principal or other immediate supervisor, as applicable, or his/her designee.

11. "PUBLIC EMPLOYEES RELATIONS ACT (PERA)" - Chapter 447, Part II, Florida Statutes.

12. "PUBLIC EMPLOYEES RELATIONS COMMISSION (PERC)" - The Commission created under Fla. Stat. §447.205.

13. "SATISFACTORY EVALUATION" as used herein the term "satisfactory evaluation" is defined as either an evaluation rating of "Highly Effective" or "Effective" or for Category 1A or 1B employees an evaluation rating of at least "Developing". The Parties agree that should Fla. Stat. §1012.34(2) (e) be repealed or found void by a court of competent jurisdiction, this definition will be void and considered repealed unless both Parties agree to continue to use this definition.

ARTICLE I – GENERAL

Section A – Definitions (cont'd)

14. "SCHOOL SYSTEM" or "DISTRICT" or "COUNTY" - The School District of Palm Beach County, Florida

15. "SENIORITY" - The beginning date of continuous employment with the District in this bargaining unit, including approved leaves. If an employee leaves the unit for another position in the District and returns to a position in this bargaining unit within twelve (12) months, his/her seniority will be the original date of employment in this bargaining unit upon returning. If ties occur in the determination of seniority, they will be decided by the date on which employment was offered by the Division of Human Resources or the date of the Principal's recommendation, whichever is earlier. If a tie remains, the determination of who has greater seniority shall be a coin toss witnessed by an Association representative.

    Notwithstanding the above paragraph and of any other conflicting provision(s) of this Agreement, those District employees who were in this bargaining unit who left to take other positions in the District and who will be returning to this bargaining unit for the 2011-2012 school year or later without a break in service, will be permitted to use all of their years of experience in the District as a member of this bargaining unit plus their years of experience in other District positions after they left the bargaining unit, for salary determination purposes on the Initial Placement Teachers' Salary Schedule in Appendix A of this agreement, minus the number of years employees in this bargaining unit have not been awarded salary steps; and their years of seniority in this bargaining unit will revert to what it was when they left this bargaining unit.

16. "SUPERINTENDENT" - The Superintendent of Schools of Palm Beach County, Florida, or his/her designee.

17. "YEAR OF SERVICE DEFINED" – A year of service shall be defined as that sum of compensated duty days of six hours (6) hours or more which exceeds one-half (1/2) of the employee's contract year or 99 compensated duty days, whichever is greater.

ARTICLE 1 – GENERAL

Section B – Recognition

The Association recognizes the Board as the elected representative of the people of Palm Beach County and the legally constituted authority responsible for the operation of the County School System.

The Board recognizes the Association as the sole and exclusive negotiations representative of all certificated non-administrative personnel as defined herein. The bargaining unit shall be defined as set forth by the Public Employees Relations Commission in Case #8H-RA-754-1063, Certificate #24, Certification of Representative Following Recognition Acknowledgment, and Order to Negotiate, issued by the Public Employees Relations Commission on April 24, 1975, as modified by PERC Order #82M-373 dated November 17, 1982 to wit:

INCLUDED:

Area Primary Specialist	Area Primary Diagnostician
Bilingual Coordinating Teacher	Coordinating Teacher
Coordinating Teacher – Title XX	Audiologist
Special Education Specialist	Special Education Staffing/IEP Specialist
Physical/Occupational Therapy	Permanent Substitute Teacher
Educational Diagnostician	Central Media Specialist/Professional Librarian
Senior High School Counselor	Junior High/Middle School Counselor
Elementary School Counselor	Specialist for Student Activities
Primary Resource Teacher	Program Specialist
Florida Diagnostic/Special Education Resource Teacher	Dean Learning Resource System
Human Relations Counselor I	Specialist in School Psychology
Human Relations Counselor II	Area Mathematics Consultant
Reading Consultant	Teacher Coordinator
Media Specialist	Executive High School Internship Program
Parent Liaison	

ARTICLE I – GENERAL

Section B – Recognition (cont'd)

The Parties agree to jointly petition the Florida Public Employees Relations Commission (PERC) for a unit clarification to substitute the above listed "included" positions with the following:

Job Code	Job Title	Job Code	Job Title	Job Code	Job Title
31570	Counselor Family	50800	Tch Elem Intermediate 4-5	52100	Tch Sec Other
50000	Tch Elem Art	50850	Tch Elem Prekindergarten	52150	Tch Sec Physical Education
50001	Tch Middle Art	50900	Tch Elem Physical Education	52200	Tch Sec Physics
50002	Tch High Art	50950	Tch Elem Primary 1-3	52220	Tch Sec Resource
50100	Tch High Computer Science	51000	Tch Elem Primary Resource	52250	Tch Other K-12
50101	Tch Middle Computer Science	51020	Tch Elem Resource	52300	Tch High School Reading
50102	Tch Elem Computer Science	51050	Tch Elem Tutor Reading	52301	Tch Middle Reading
50200	Tch High Drivers Education	51055	Tch Elem Science	52350	Tch Sec Science 9-12
50250	Tch Elem Alternative Ed	51100	Tch High Health	52380	Tch Middle Economics
50300	Tch Elementary 1	51101	Tch Middle Health	52390	Tch High Economics
50350	Tch Elementary 2	51102	Tch Elem Health	52400	Tch Sec Social Science
50400	Tch Elementary 3	51150	Tch Middle English 6-8	52410	Tch Middle Geography 6-8
50430	Tch Middle Alternative Ed	51200	Tch Middle Integrated Curric	52420	Tch High Geography
50450	Tch Elementary 4	51250	Tch Middle Math 6-8	52430	Tch Middle History 6-8
50470	Tch Elem Reading Coach	51300	Tch Middle Science 6-8	52440	Tch High History
50471	Tch Middle Reading Coach	51350	Tch Middle Social Science	52450	Tch Sec Speech Debate
50472	Tch High Reading Coach	51370	Tch Middle Physical Ed	52460	Tch Middle Political Sci 6-8
50473	Tch Other Reading Coach	51400	Tch Migrant Chapter I	52470	Tch High Political Science
50480	Tch Literacy Coach	51410	Tch Title II	52480	Tch Middle Psychology 6-8
50481	Tch Writing Coach	51450	Tch Elem Music	52490	Tch High Psychology
50490	Tch Elem Math Coach	51451	Tch Middle Music	52510	Tch Middle Sociology 6-8
50491	Tch Middle Math Coach	51452	Tch High Music	52520	Tch High Sociology
50492	Tch High Math Coach	51500	Tch Occupational Specialist	52530	Tch School Social Worker
50493	Tch Other Math Coach	51510	Tch Career Specialist	52540	Tch Middle Humanities 6-8
50500	Tch Elementary 5	51540	Tch Peer Counseling	52550	Tch Dance
50510	Tch Science Coach	51550	Tch Permanent Substitute	52560	Tch High Humanities
50520	Tch Middle ESOL Math	51600	Tch Physical Therapist	52600	Tch Dance (No Cert Req)
50530	Tch Sec ESOL Math	51610	Tch Occupational Therapist	52650	Tch High Drama
50540	Tch Middle ESOL Science	51651	Tch ROTC Marines	52651	Tch Middle Drama
50550	Tch Elementary 6	51652	Tch ROTC Air Force	52652	Tch Elem Drama
50560	Tch Sec ESOL Science	51653	Tch ROTC Navy	52700	Tch ESE Autistic
50570	Tch Middle ESOL Social Science	51654	Tch ROTC Army	52710	Tch Homebound
50580	Tch Sec ESOL Social Science	51700	Tch Sec Alternative Ed	52750	Tch ESE EH
50590	Tch Middle ESOL Lang Arts	51730	Tch Middle Foreign Lang	52800	Tch ESE Hearing Impaired
50610	Tch Basic Chapter I	51750	Tch Sec Biology	52850	Tch ESE EMH
50620	Tch Elem Math Sci Coach	51790	Tch Middle Other	52900	Tch ESE Other
50621	Tch Mid Math/Science Coach	51800	Tch Sec Chemistry	52950	Tch ESE Physically Impaired
50622	Tch High Math/Science Coach	51850	Tch Sec Earth Space Science	53000	Tch ESE PMH
50630	Tch Bus Data Proc 7-G Voc	51900	Tch Sec English 9-12	53010	Tch ESE Pre K
50650	Tch Elem Bilingual	51910	Tch Middle Journalism 6-8	53050	Tch ESE SED
50700	Tch Elem ESOL	51920	Tch High Journalism	53100	Tch ESE SLD
50710	Tch High ESOL	51930	Tch High In School Suspension	53150	Tch ESE Speech Lang Imp Cert
50711	Tch Middle ESOL	51931	Tch Mid In School Suspension	53200	Tch ESE Speech Path License
50720	Tch Expert in Field	51932	Tch Elem In School Suspension	53250	Tch ESE Intellect Disabled
50730	Tch ESOL School Contact	51950	Tch Sec ESOL Language Arts	53300	Tch ESE VE
50740	Tch Foreign Exchange	52000	Tch Sec Math 9-12	53350	Tch ESE Visually Impaired
50750	Tch Elem Kindergarten	52050	Tch Sec Medical	53400	Tch Sec Foreign Lang Chinese

ARTICLE I – GENERAL

Section B – Recognition (cont'd)

Job Code	Job Title	Job Code	Job Title	Job Code	Job Title
53450	Tch Sec Foreign Lang French	54950	Tch Voc DE	62900	Tch Middle Media Specialist
53500	Tch Sec Foreign Lang German	54960	Tch Voc Engineer District	63000	Tch Sec Media Specialist
53531	Tch ESE Speech Path BA/S Cert	54970	Tch Voc Auto Upholstery Dist	63100	Tch Parent Liaison
53550	Tch Sec Foreign Lang Greek	54980	Tch Voc Bank & Finance Dist	63300	Tch ESOL Resource
53600	Tch Sec Foreign Lang Hebrew	54990	Tch Voc Biomed Equip Tech	63310	Tch Area ESOL Resource
53650	Tch Sec Foreign Lang Italian	55000	Tch Voc Exploratory	63320	Tch ESOL Dist Coor Curriculum
53700	Tch Sec Foreign Lang Japanese	55010	Tch Voc Bus Data Proc	63330	Tch ESOL Dist Coor Compliance
53750	Tch Sec Foreign Lang	55020	Tch Voc Bus Mgmt/Own Dist	63400	Tch Resource Non School
53800	Tch Sec Foreign Lang Portugse	55030	Tch Voc Cab Woodwk Dist	63410	Tch Learning Team Facilitator
53810	Tch Voc WE State	55040	Tch Voc Comp Service Dist	63415	Tch Response to Intervention
53850	Tch Sec Foreign Lang Russian	55050	Tch Voc Fam Con Sci Cert	63425	Tch Resource Staff Development
53900	Tch Sec Foreign Lang Spanish	55060	Tch Voc Corr Officer District	63500	Tch School Psychologist
53950	Tch ESE Gifted	55070	Tch Voc Dental Asst District	63600	Tch Special Assignment
53951	Tch Elem Gifted K-3	55080	Tch Voc Gas Engine Rep Dist		
53952	Tch Elem Gifted 4-5	55090	Tch Voc Market Mgmt Dist		
54000	Tch Middle Gifted English 6-8	55100	Tch Voc Graphic Arts District		
54050	Tch Middle Gifted Gen Sci 6-8	55110	Tch Voc Motorcycle Mech Dist		
54100	Tch Middle Gifted Math 6-8	55120	Tch Voc Occ Safety & Health		
54150	Tch Middle Gifted Soc Sci 6-8	55130	Tch Voc Painting District		
54200	Tch Sec Gifted Biology	55140	Tch Voc Plumbing District		
54250	Tch Sec Gifted Chemistry	55150	Tch Voc Health Occup District		
54300	Tch Sec Gift Earth Sp Science	55160	Tch Voc Seamanship District		
54350	Tch Sec Gifted English	55170	Tch Mid Exp Car Tech Wheel		
54400	Tch Sec Gifted Math	55200	Tch Voc Home Ec Occup Dist		
54450	Tch Sec Gifted Science	55250	Tch Voc Ind Arts Tech Cert		
54500	Tch Sec Gifted Social Science	55260	Tch Marketing		
54550	Tch Sec Gifted Physics	55300	Tch Voc Nurse District		
54560	Tch Elem Supp Academic Inst	55400	Tch Voc Trades District		
54561	Tch Mid Supp Academic Inst	55410	Tch Voc Telecomm District		
54650	Tch Adult Education	55420	Tch Voc Law Enforce Dist		
54652	Tch High Supp Academic Inst	55430	Tch Voc Masonry 6-12 Dist		
54700	Tch Vocational 6-12	55450	Tch Voc VOE		
54740	Tch Voc AC & Heat Mech Dist	55500	Tch Voc Theatre District		
54750	Tch Voc Agriculture	55510	Tch Wicat Coordinator		
54760	Tch Voc Auto Mechanics Dist	55860	Tch Elem Reading		
54770	Tch Voc Building Maint Dist	55870	Tch Elem Foreign Language		
54780	Tch Voc Carpentry District	61000	Tch ESE Coordinator		
54790	Tch Voc Commercial Art Dist	61100	Tch Elem ESOL Coor		
54800	Tch Voc Business Education	61101	Tch Middle ESOL Coor		
54810	Tch Voc Diesel Mech Dist	61102	Tch High ESOL Coor		
54820	Tch Voc Drafting District	61200	Tch Magnet Coordinator		
54830	Tch Voc Electrical District	61300	Tch Technology Coordinator		
54840	Tch Voc Electronics District	61405	Tch Assessment Coordinator		
54850	Tch Voc Cosmetology District	61500	Tch Adult Guidance Counselor		
54860	Tch Voc Printing District	61600	Tch Elem Cert School Counselor		
54870	Tch Voc Quantity Foods Dist	61700	Tch Sec Cert School Counselor		
54880	Tch Voc TV Prod Tech Dist	61710	Tch ESOL Cert School Counselor		
54890	Tch Voc Welding District	61720	Tch Mid Cert School Counselor		
54900	Tch Voc DCT	61730	Tch Middle Foreign Lang		
54910	Tch Voc Auto Body District	61900	Tch Voc Guidance Counselor		
54920	Tch Voc Auto Industries Dist	62400	Tch ESE Audiologist		
54930	Tch Voc Building Const Dist	62600	Tch ESE Crisis Intervention		
54940	Tch Voc Photography District	62800	Tch Elem Media Specialist		

ARTICLE I – GENERAL

Section B – Recognition (cont'd)

Any other position in the bargaining unit approved by management and with an approved job code and Interim Employees filling any of the above listed positions.

If such petition is granted by PERC, the Parties agree that the list beginning with "Area Primary Specialist" will be automatically substituted with the list beginning with 31570 – Counselor Family.

The Board and the Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means.

Section C – Discrimination and Harassment

1. The Parties agree that the provisions of this Agreement regarding such items as training, assignment, promotion, transfer, discipline or termination 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 of membership in the Association. Discrimination against and/or the harassment of employees based on any of the above listed items is barred and prohibited.

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

Section D – Management Rights

The Board hereby retains and reserves unto itself, the Superintendent, the Principals and other administrative personnel of the School System, all powers, rights, authority, duties and responsibilities, and the exercise thereof, as conferred upon and vested in them by the Constitution and the Law and the Regulations of the United States and of the State of Florida, and the policies of the School Board of Palm Beach County, in keeping with provisions of this Agreement.

Section E – Savings

If any Section of this Agreement is invalidated by 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 within twenty (20) days of the commencement of negotiations and such Section is a mandatory subject for bargaining, the Parties agree to abide by the provisions of Chapter 447, F. S., concerning said invalidated Section, unless the Parties mutually agree to an alternative dispute resolution procedure.

ARTICLE 1 – GENERAL

Section F – Negotiations Procedure

1. Representation
   a. Members of the Board or their designated representatives and representatives named by the Association shall meet for the purpose of negotiating an Agreement. Neither Party will attempt to exert any control over the other's selection of its representatives.

   b. Consultants may be called upon by either Party at their own expense and utilized in the negotiations of any matter being considered by the representatives of the Parties.

   c. No adverse action of any kind shall be taken by the Board or by any members of the Administration against any employee, or by the Association or any employees against the Superintendent or the Board, by reason of participation in negotiations.

2. Requests for Negotiations
   a. The Parties agree that negotiations shall take place on a date mutually agreed to by the Parties, but no later than April 15, in any year the contract is to expire. However, if the revenue picture is unclear for the coming school year, the negotiations shall be extended for that period of time necessary to receive reasonable accurate data for revenue projections and to reach agreement on salaries and other cost items.

   b. A list of all items to be negotiated shall be submitted by each Party to the other during the first bargaining session, which will be conducted no later than April 15, unless a later date is mutually agreed to by the Parties. At the meeting immediately following submission of the list of items, both Parties shall submit complete written proposals for their items. This second meeting shall be conducted no later than May 1, unless a later date is mutually agreed to by the Parties

   All items in the current comprehensive Agreement shall automatically be considered as items on the table. Items on which the Parties continue to agree shall be initialed as tentative agreement. Meeting times shall be agreed upon by the negotiating teams as may be necessary to complete negotiations on matters under consideration. An unreasonable delay by either Party shall be considered a breach of good faith. Meetings, by mutual agreement, shall be scheduled during the normal workday whenever possible; and release time, without loss of pay, shall be arranged when meetings are held while school is in session.

3. Administration of this Agreement - The Parties agree that the President of the Association and/or his/her designee(s) and the Superintendent and/or his/her designee(s), will develop a schedule to meet at reasonable times and frequency, not less than twice each month, to review problems which may arise out of the administration of this Agreement, or changes in program which call for procedures or policies in conflict with this Agreement. The Association and the Superintendent may, by mutual agreement and in writing, alter or add to the terms of this Agreement via Memoranda of Understanding (MOUs). Waivers of Sections of this Agreement are temporary and are covered elsewhere in this Agreement.

ARTICLE I – GENERAL

Section F – Negotiations Procedures (cont'd)

4. Exchange of Information - The Parties agree to furnish to each other, upon reasonable request, at least one (1) copy of such information as is requested by the other for developing intelligent, feasible and constructive proposals in behalf of teachers, students and the school system. Likewise, this information shall include but not be limited to, complete and accurate financial reports, individual and group insurance premiums and experience figures, and budgets for the past three (3) years which indicate the tentative budget for the next school year at the time the Board receives it. In addition, the Board will furnish information on the number (FTE) and level of teachers on the salary schedule and their matching benefits, on request of the Association.

5. Authorization - Both negotiating teams involved in negotiations shall be empowered to reach tentative agreement without having to refer each proposal back to the Association or the Board. Not being able to negotiate in this manner shall be considered a breach of good faith.

Section G – Non-Reappointment/Resignation/Reappointment of Employment Contracts

1. Non-Reappointment - In the event an Annual Contract employee (Category 1A or 1B only) has successfully completed his/her probationary contract period and has less than three (3) years of service is non-reappointed and was given an annual overall satisfactory evaluation on his/her most recent annual evaluation, was given and received a rating of "Effective", "Highly Effective" or (for Category 1A or 1B employees only) "Developing" in the Instructional Practices portion of his/her current school year's annual evaluation, then he/she will be considered released without prejudice with regard to making re-application, not with regard to selection and hiring. Those employees, therefore, may reapply at any time after their non-reappointment.

2. Resignation - In the event any employee resigns, he/she may reapply after a minimum of fifty (50) work days have lapsed since the effective date of his/her resignation. If an employee resigns while on a School or District Assistance Plan or has been recommended by letter to be placed on a School or District Assistance Plan, if rehired, the employee shall be placed on that School or District Assistance Plan.
   a. If after one formal and one informal evaluation observations have been completed by a different Marzano-certified observer, and the employee's current Principal/Director has reviewed sufficient data to determine if the School Plan is or is no longer appropriate, the School Assistance Plan may be terminated by the employee's current Principal/Director.
   b. If after one formal, and one informal evaluation observations have been completed by a different Marzano-certified observer, and the District's Assistant Superintendent for Professional Growth or designee has reviewed sufficient data to determine if the District Plan is or is no longer appropriate, the District Assistance Plan may be terminated by the Assistant Superintendent for Professional Growth or designee.

3. Reappointment
   a. If the employee has successfully completed his/her probationary contract and at least two (2) subsequent and consecutive annual contracts with the District, he/she shall be issued another annual contract, if he/she:
      i. Holds an active professional certificate issued pursuant to Florida Statute §1012.56 and rules out the State Board of Education;
      ii. Received a rating of "Effective" or "Highly Effective" on his/her most recent annual evaluation and has received a rating of "Effective" or "Highly Effective" on the current school year's Instructional Practices portion of his/her annual evaluation;

iii. Has not received two consecutive annual performance evaluation ratings of "Unsatisfactory", two annual performance ratings of "Unsatisfactory" within a three (3) year period, or three (3) consecutive annual performance evaluation ratings of "Needs Improvement" or a combination of "Needs Improvement" and "Unsatisfactory"; and

iv. Is not currently the subject of a criminal investigation.

b. Notwithstanding 3 a. above, if any annual contract employee who meets the eligibility requirements to be issued another annual contract whose Principal or Director intends to recommend non-reappointment, both the Regional Superintendent and the Chief Academic Officer or Deputy Superintendent/Chief of Schools shall be notified and shall confer with the Principal. Such recommendation of non-reappointment may not be forwarded to the Superintendent unless the Principal has conferred in advance with both the Regional Superintendent and the Chief Academic Officer or Deputy Superintendent/Chief of Schools. In the case a Director intends to recommend non-reappointment, the Chief of Human Resources or his/her designee shall be notified and shall confer with the Director. Such recommendation of non-reappointment may not be forwarded to the Superintendent unless the Director has conferred in advance with the Chief of Human Resources or designee.

Should relevant provisions of Fla. Stat. §1012 relating to employment contracts be repealed or found void by a court of competent jurisdiction, Sections 4 and 5 below will be void and considered repealed likewise.

4. ANNUAL CONTRACTS

a. Effective July 1, 2011 and pursuant to Fla. Stat. §1012.335, all employees defined as instructional personnel (excluding substitute teachers) hired by the District after that date will be issued annual contracts, which is defined as an employment contract for a period of no longer than one (1) school year. The initial annual contract will be a probationary contract during which the employee may be dismissed during its term without cause or may be resigned by the employee without it being considered a breach of that probationary annual contract. A probationary annual contract will be issued by the District regardless of previous employment in another school district in or not in Florida. In addition, the District may issue a probationary annual contract if it elects to employ a previous employee of the District who has had a break in service with the District not covered by an authorized leave of absence.

b. Upon the completion of a probationary annual contract or any annual contract, the District may elect to non-reappoint the employee (i.e. not offer the employee another annual contract which may be done without cause) or to offer the employee another annual contract. However, if the annual contract employee has received two (2) consecutive annual evaluation performance ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three-year period, or three (3) consecutive annual performance ratings of needs improvement or a combination of needs improvement and unsatisfactory, the District will non-reappoint the employee and will not offer that employee another annual contract.

c. Notwithstanding paragraph b above, any annual contract under which the employee is employed is subject to suspension and/or termination during its term for just cause pursuant to Fla. Stat. §1012.335(2)(c)(5). The annual contract employee whose annual contract is suspended and/or terminated during its term may submit a written request for a hearing before the School Board pursuant to Fla. Stat. §1012.335 (2) (c) (4) within fifteen (15) calendar days of receipt of the District's written notice that the employee's

annual contract is being suspended and/or terminated and stating the reasons for such suspension and/or termination. It is understood that an employee's annual contract may be non-reappointed without cause even if that employee's annual contract has been suspended and/or terminated and such actions have been appealed. Unless employed under a probationary annual contract, an employee who accepts the District's written offer of employment and who leaves his/her position without prior written release from the District is subject to the jurisdiction of Florida's Education Practices Commission.

d. In addition, in order to be employed, re-employed or to remain employed by the District, the individual must hold an active professional certificate or temporary certificate issued pursuant to Fla. Stat. §1012.56 and rules of the State Board of Education. Any pending new employee must be cleared for hire by the District's Human Resources Division before the District will be able to pay the employee. To that end, the District will not suffer the employee to work as an instructional employee until he/she is so cleared. Notwithstanding the previous two (2) sentences, the District may require the employee to attend New Employee Orientation (NEO) meetings as a precondition of employment and pay the employee an hourly rate of pay determined by the District for attending such NEO meetings.

5. Continuing Contracts and Professional Service Contracts:

a. The District will continue to recognize Continuing Contracts of its employees who were issued these contracts without a break in employment since being issued by the District prior to July 1, 1984; and will continue to recognize Professional Service Contracts (PSC) of employees who were issued these contracts without a break in service/employment as a teacher since being issued by the District on or after July 1, 1984, but before July 1, 2011.

b. A Continuing Contract (CC) is subject to termination pursuant to applicable Florida Statutes.

c. A Professional Service Contract (PSC) will be renewed each year unless pursuant to Florida Statute §1012.34 there is just cause to terminate the employee's PSC at any time based on just cause which includes, but is not limited to, the following instances, as defined by rule of the State Board of Education: immorality, misconduct in office, incompetency, two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three-year period, three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory, gross insubordination, willful neglect of duty, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude.

d. An employee holding a Professional Service Contract (PSC) or a Continuing Contract (CC) who opts to be paid based on the performance pay salary schedule instead of staying on the grandfathered salary schedule, will have to relinquish his/her PSC or CC contract and must agree to be employed under an annual contract. An employee holding either a PSC or CC contract who opts to being employed under an annual contract shall be paid from the performance salary schedule; may not return to Continuing Contract or Professional Service Contract status and may not return to being paid from the grandfathered salary schedule. Note: As long as the parties agree to adjust the annual base salaries of similarly classified employees holding PSC or CC by one ($1) dollar less on the grandfathered salary schedule than the salary adjustment they would be paid on the performance pay salary schedule as set forth elsewhere in this Agreement, it would not be prudent for an employee employed under either a PSC or CC to opt to being paid from the performance pay salary schedule by agreeing to forfeit his/her PSC or CC.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section A – Responsibilities

1. Employees are expected to serve on school committees, self-evaluation and accreditation committees, attend meetings, workshops, open houses and teacher-parent conferences and to otherwise assist in the smooth functioning of a school center in compliance with Fla. Sta. §1012.53 dealing with the duties of instructional personnel. Such service shall be voluntary if it would require an employee to give-up part or all of his/her planning period during the workday or to work hours outside the contractual day except as provided in Article II, Section S or in Article III.

2. Employees shall assume reasonable responsibility for the safe return of all school property placed in their care. Nothing herein shall be construed to require unreasonable record keeping or unreasonable accountability, particularly where students use and may damage equipment, when adequately secure storage is not available, where several persons may utilize the same room, and similar circumstances. Any charge made for lost or damaged items shall be at appropriate depreciated value. Accidental damage or theft shall be excluded from charges. Any employee who believes he or she is charged for an item unjustly may appeal the charge through the grievance procedure of this Agreement.

3. Employees shall use diagnostic test results and other pertinent data and information as a basis for decision-making relative to school-wide improvement activities as well as to assist in planning the instructional program.

4. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for approved annuities, Teacher Credit Union, United Way, District insurance plans, and other deductions as approved by the Board.

5. Employees shall normally restrict their use of the school's telephone. Only in an emergency or a need situation shall they make or receive telephone calls while in charge of students. Employees may make other calls when they are on released time, planning time, or other times when not in charge of students. After consulting with the school's Employee Building Council (EBC) the Principal shall designate telephones and lines that may be used by employees.

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

7. The employee shall have the right and responsibility to determine grades within the grading policy of the Palm Beach County School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. Only in justified cases shall a Principal change a mark/grade without the employee's consent and only then with the approval of the Regional Superintendent based on such justification. In either case, any mark/grade change requires two (2) signatures on a form indicating the change and the reason for the change. If initiated by an employee, approval of the Principal must be obtained. If initiated by the Principal, approval of the employee or the Regional Superintendent must be obtained. Except during those times when the employee is not on duty between school sessions, the employee shall be consulted prior to the initiating of any mark/grade change by the Principal, but in any event be notified in writing by the Principal of the mark/grade change.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section B – Personnel Files

1. No item except standard forms of the personnel and business offices shall be placed in the employee's personnel file in the central office unless the employee receives a copy of the document. All such documents placed in the employee's file shall be identifiable as to source and a date when the document was received by the filing office. No such materials may be placed in an employee's personnel file unless they have been reduced to writing within forty-five (45) days, exclusive of the summer vacation period, of the District's administration becoming aware of the facts reflected in the materials. No item can be used against or to the detriment of an employee unless it is a part of his/her personnel file.

2. An employee may, after receipt of such filed document, file a statement of reaction to that item. The employee shall provide a copy to the personnel office, and such copy shall be placed in the employee's personnel file. The Personnel Department shall acknowledge in writing receipt of such statement of reaction. Any statement of reaction shall be affixed to the original item in the employee's personnel file.

3. An employee at any reasonable time may examine his/her personnel file. An administrator or designee must be present when the file is reviewed. An employee may request and receive at District expense a reproduction of any item in his/her personnel file that does not contain the employee's signature. An employee may request and receive at the employee's expense (in accordance with Florida State Statute, Chapter 119), a reproduction of any item in his/her personnel file that contains the employee's signature.

4. The employee may request that a representative of the Association accompany him/her at any time the file is being reviewed by the employee. On written and signed authorization, the employee may permit any designated person to examine the file without the employee being present.

5. Unless an employee leaves without notice, no documents or other material may be added to an employee's personnel file after the last day of employment, except for regularly required forms and records that might be connected with termination.

6. The placement of any item in the personnel file of an employee which violates this Agreement or which is incomplete or inaccurate shall be subject to the Grievance Procedure of this Agreement to have an attachment affixed to such item that makes the item complete and accurate, or that explains that the document is invalid.

7. An employee shall be notified in writing each time someone seeks any personnel information concerning such employee that is not of a routine administrative nature. The notification shall include who requested the information, what information was requested and when the request was made.

Section C – Employee Facilities

Each school shall have, or shall have on priority one (1) requisition, the following equipment and facilities:

1. A bookshelf or cabinet in each classroom or office for the exclusive use of each employee, where employees may store instructional materials and supplies.

2. A furnished room which shall be reserved for the use of employees as a faculty lounge. Although employees shall be expected to exercise reasonable care in maintaining the appearance and cleanliness of said lounge, it shall be regularly cleaned by the school's custodial staff.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section C – Employee Facilities (cont'd)

3. Where space is available, a room or area furnished with tables and chairs shall be provided for use as a workroom.

4. A serviceable desk, chair and filing cabinet in each regular classroom.

5. Copies, exclusively for each employee's use, of all texts used in each of the courses he/she is to teach for that period of time that the text is in use by the students in his/her class. Purchase orders which order new, and/or additional texts, shall include an adequate number of teacher editions for the exclusive use of affected employees.

6. Chalkboard space in every regular classroom and a portable chalkboard for use in other than regular classrooms.

7. A dictionary in every classroom where requested.

8. A "regular classroom" shall be interpreted to exclude shops, laboratories, gymnasiums, cafeterias, field houses, and similar rooms and spaces. Employees using these spaces shall be provided with the items in paragraph four (4) if they have no regular classroom assigned to them.

9. It is the intent of the Board to minimize, where possible, employees being given floating assignments. All floating assignments will be reviewed by the Principal and Employee Building Council annually. Each floating employee (employee with no exclusively assigned regular classroom) shall be provided a desk, file cabinet, and suitable storage space.

10. A photocopying machine(s) will be available for the educational use of the employees covered by this Agreement at each school. Employees will be permitted to use said machine(s) to provide sufficient copies of materials as may be determined by the employee to be adequate for their classes/students and professional use. The building Principal has the authority to monitor the number of copies being made by an employee and to investigate whether or not an employee is abusing this provision. If an abuse is determined, the Principal may take actions to curtail such abuse.

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

Section D – Vending Machines in Employees' Lounges

At a faculty meeting during the preschool period, a majority of employees shall determine the purposes for which any profits from vending machines in employee's lounges and workrooms will be spent. An accounting of such funds shall be provided to the school's EBC. Employees may be expected to maintain such machines.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section E – Payroll Deductions

1. The Board and the Association agree that payroll deduction services, which are within the control of the Board/District and accruing to employees, shall continue through this Agreement. The specific deduction types are: Credit Union, Tax Sheltered Annuities, Health Insurance, United Way, Income (Disability) Protection, additional Life Insurance, Dental Insurance, Vision Insurance and any IRS Section 125 plan(s) which may be agreed to by the Parties.

2. Unless stated to the contrary in other Sections of this Agreement, the amount deducted from the employee's salary shall be voluntary and no charge shall be made to the individual employee for these payroll deduction services.

3. The payroll deduction of Association dues is provided for under "Association Rights and Privileges" located elsewhere in this Agreement.

4. Payroll deductions for child support or for other court-ordered reasons shall be deducted when mandated by the appropriate legal authority.

5. In the event the District has mistakenly overpaid an employee, such overpayment shall be brought to the attention of the employee. In no case shall the amount to be paid back in any one paycheck be less than $25.00 unless the total overpayment was less than $25.00.

   Normally the payback time shall be equal to the time the overpayment error occurred, unless a large amount is involved in which case the Parties shall mutually agree to a reasonable payback plan. If no mutual agreement can be reached, the District may institute a reasonable payback plan. As used in this paragraph, the word "reasonable" may be grieved through the grievance procedure of this Agreement starting at Step Two.

Section F – Employee Authority and Protection

1. Discipline is the responsibility of all administrators, employees, and other personnel in the school. The Board recognizes its responsibilities to give support and assistance to employees with respect to the maintenance of control and discipline in the classroom.

2. Student discipline is based upon the premise that students must adhere to the Student Code of Conduct of their respective school, to conform to other regular and special rules, regulations and established routines of the school, and to comply with reasonable instructions from all employees.

3. The Student Code of Conduct and disciplinary procedure shall be provided to all employees during the preschool period by school center Principals.

4. Employees and administrators jointly assume the responsibility for taking a positive approach to discipline and to maintain constructive class/student control. An employee may impose prudent class/student discipline consistent with the school's Student Code of Conduct and disciplinary procedure and may take other prudent actions as may be necessary to protect himself/herself from attack or to prevent injury to another student. Any discipline imposed by an employee must be consistent with Board Policy and State and Federal Law.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section F – Employee Authority and Protection (cont'd)

5. Employees and other school authorities will endeavor to achieve correction of student misbehavior through counseling, interviews, and conferences, which, when warranted, shall be extended to include the student's parents or guardians.

6. In order to facilitate better coordination between the Principal and the employee regarding disciplinary action taken by the employee and the Principal, each school shall use a Student Conduct Report. The employee shall use this report to maintain an adequate record of class/student discipline. The Principal shall use this report to advise the employee of the action taken. When completed, the Student Conduct Report will show all information relative to the discipline problem including its disposition. In those cases, where the employee feels that a parent/guardian conference would be helpful prior to final disposition of a discipline case, the employee will so note on the Student Conduct Report. If the Principal concurs, the Principal shall schedule the requested conference as soon as feasible. If the Principal does not concur, the Principal will consult with the employee before the final disposition.

7. a. An employee may temporarily exclude a student from his/her supervision when the severity of the offense, the persistence of the misbehavior, or the disruptive effect of the behavior makes the continued presence of the student intolerable. Such student shall be sent to the Principal. In such cases, the employee shall furnish in writing to the Principal as promptly as his/her duties will allow, but no later than the end of the workday, full particulars on the problem or incident including a request for an employee/Principal consultation regarding the date and conditions of the student's return, if the employee deems such consultation to be in the best interests of the student or class. If consultation is requested by an employee, a conference shall be held prior to the student's return to the classroom. The final determination of when and under what conditions the student will be readmitted to the classroom shall be determined by the Principal after the foregoing conditions have been met. An exception to this provision may occur at an elementary school when an alternative procedure is mutually determined by the Principal and the EBC.

   b. The Parties agree to conform to Florida Statute §1003.32 (4), (5), and (6), with regards to an employee's authority to remove a student(s) from his/her classroom as follows:

   (1) An employee may remove from his/her class a student who has been documented by the employee to repeatedly interfere with the employee's ability to communicate effectively with the students in his/her class or with the ability of the student's classmates to learn; or whose behavior the employee determines is so unruly, disruptive, or abusive that it seriously interferes with the employee's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

   (2) If an employee removes a student from his/her class under subsection 7 b (1) above, the Principal may place the student in another appropriate classroom, in in-school suspension, in a dropout prevention and academic intervention or in another available program. The Principal may also recommend the student for out-of-school suspension or expulsion, as appropriate. The student may be prohibited from attending or participating in school-sponsored or school-related activities. The Principal may not return the student to that employee's class without the employee's consent unless the placement review committee established below or the student's IEP Committee (see paragraph (3) below) determines that such a placement is the best or only available alternative; or if an appeal of the placement review or IEP committee's decision, as outlined below, subsequently results in the return of the student to the employee's classroom.

Section F – Employee Authority and Protection (cont'd)

(a) Any employee who removes 25 percent of his or her total class enrollment shall be required to complete professional development to improve classroom management skills.

(b) Each school shall establish a placement review committee to determine placement of a student when an employee withholds consent to the return of a student to the employee's class. The placement review committee membership must include at least the following, except as provided in (3) below:

(i) One member from the school's staff who is selected by the Principal.

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

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

(c) The employee who withheld consent to readmit the student may not serve on the Committee. The employee who removed the student will promptly select an employee at that school to serve as a member of the placement review committee and shall make himself/herself available to attend the placement review committee meeting should the committee request the employee to attend a portion of the meeting to provide additional rationale and clarification of the reason(s) he/she removed the student and why the student should not be returned to his/her class.

(d) If the placement review committee's decision is contrary to the decision of the employee who removed the student, within forty-eight (48) hours of the committee's decision the employee may appeal the decision in writing to the Superintendent or his/her designee. The Superintendent's designee may not be the employee's Principal. The appealing employee will meet with the Superintendent or designee within forty-eight (48) hours of the appeal to review the record. The decision of the Superintendent or designee shall be final and without further appeal through the Grievance Procedure or other means.

(e) If the placement review committee's decision is not to return the student to the employee's classroom or if the appeal to the Superintendent/designee results in overturning the committee's decision to return the student to the employee's classroom, the Principal will make an alternative assignment of that student.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section F – Employee Authority and Protection (cont'd)

(3) Notwithstanding 7 b (2) above, for an ESE student who is removed from an employee's classroom, the ESE student's IEP committee will substitute itself for and become the placement review committee if the services rendered by the removing employee are a part of the student's IEP and no other employee assigned to that school is eligible/available to render these ESE services as determined by the Principal. Otherwise, the placement review committee established by 7 b (2) above will meet to make its decision.

8. Any case of assault upon an employee which occurs in the line of duty shall be promptly reported to the Principal. The Board shall provide legal advice to the employee concerning his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. In such event, the following shall apply:

a. In case of temporary disability, the employee shall have full benefit of this Agreement, and any days lost up to the first twenty (20) days due to the resultant disability shall not be deducted from any previously accumulated sick leave.

b. Time for appearances before a judicial body or legal authority shall result in no loss of salary or reduction of accumulated leave.

c. In case of injury to the employee, the Board will pay all medical and dental costs above that covered by all insurance covering the employee, whether personal or paid by the Board. The injured employee shall fully cooperate with the Board in the determination of the amount of any claim. Board liability for each individual case shall not exceed a cumulative total of $5,000.

d. Where an employee is found guilty of a criminal charge directly related to the incident by a court of competent jurisdiction, the Board shall be immediately released from further responsibility to the employee; however, if later the finding of guilt is overturned, the Board's responsibility shall be reinstated immediately and, if appropriate, retroactively as it relates to subsections (a), (b), and (c) of paragraph 8 of this Section.

9. a. No action shall be taken against an employee on the basis of a complaint by a parent/guardian or student or other individual, nor shall any notice thereof be included in an employee's personnel file, unless the matter is first reported to the employee in writing. The employee shall have the right to attach a statement to the written complaint. Before any complaint is determined to be valid, it will be discussed with the employee in a conference. Once the investigation has been conducted, the employee shall be advised of any valid complaint.

b. Without the consent of the employee and the Association, no action shall be taken against the employee on the basis of a complaint made against an employee without first following the procedures set forth above.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section F – Employee Authority and Protection (cont'd)

10. a. (1) Clothing: The District will reimburse an employee for clothing which is damaged, destroyed or stolen as a result of an assault provided the employee is acting in the discharge of his/her duties and within the scope of his/her employment when the assault occurred;

(2) Personal Property: The District will reimburse an employee for personal property which is damaged, vandalized, stolen or destroyed as a result of an assault which occurs while the employee is acting in the discharge of his/her duties and within the scope of his/her employment. An employee must demonstrate to the District's satisfaction that the property or other educational sites as approved by the administration in question was on school property for educational purposes. The employee shall be responsible for establishing the relationship between the damage and performance of the employee's job responsibilities before becoming eligible for reimbursement under this Section.

(3) Vehicles: If an employee's vehicle is vandalized 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 Officer, witness testimony or apprehension of the person(s) responsible for the damage.

b. The maximum total liability of the Board pursuant to Section 10(a)(1), (2) and (3), above, will be eight hundred dollars ($800.00) per occurrence, less any amount reimbursable by insurance. The maximum total liability of the Board pursuant to Section 10(a) (1), (2), and (3) will be thirty-five thousand dollars ($35,000) per school year (July 1 - June 30).

c. An employee who submits a fraudulent claim under Section 10(a) (1), (2), or (3) shall be subject to disciplinary action, including dismissal.

11. When employees who are physically assaulted while in the performance of their duties find it necessary to initiate a Workers' Compensation claim, and such assault claim can be verified by the School Police, such employees shall have their health insurance coverage at the time of the assault continued at the full expense of the Board until one of the following conditions is met:

a. The employee returns to work, or
b. The Workers' Compensation claim is settled, or
c. The employee is placed on permanent disability.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section G – Employee Evaluation

1. **PURPOSE AND OVERVIEW**

The criteria and procedures related to evaluation are fluid and will be revised and reviewed continuously by the Parties based on data and revisions to Florida Statutes. There is a recognition that the current statutory requirements (Fla. Stat. §1012.34) attempt to link student learning growth and instructional practices in the evaluation process. The Parties agree that the primary purpose of the Classroom Teacher Evaluation System (CTES) is to provide employees with a framework to improve instruction and provide opportunities for professional growth and ultimately to improve student achievement. For professional growth, the system must provide prompt and regular exchanges between the employees and the evaluator.

2. GENERAL PROCEDURES

Annually, all employees will be evaluated using the Classroom Teachers Evaluation System (CTES), which is comprised of the following components: a final assessment of instructional practice, deliberate practice student learning growth, and/or other agreed upon measures. In addition, Category 1A employees will be evaluated twice. Each employee will receive an overall combined rating of Highly Effective, Effective, Needs Improvement (Category 2) or Developing (Category 1A or 1B), or Unsatisfactory based upon the combined ratings accrued on the agreed upon components.

Category 1A employee (first year in the District) who are required to participate in the Employee Support Program (ESP) will be observed/evaluated to verify his/her competency according to the ESP guidelines and the CTES evaluation criteria.

No administrator shall discuss any matter relating to the evaluation of any employee in the presence of students, parents, or employees not directly affected by or involved in the evaluation of that employee.

When an employee is assigned to an out-of-field position, the evaluator shall note on the evaluation that the employee is in an out-of-field assignment.

The District shall work with affected employees to make improvements in all identified areas of concerns that are notated as Beginning or Not Using in the instructional practice portion.

All employees will be notified where he/she can access and view, on the District's website, a copy of the CTES Evaluation Handbook prior to initiating the evaluation process. A minimum of 2 hardcopies at each school site shall be available in the media center. All new employees shall receive an introductory training prior to any initiation of the evaluation process.

The evaluation process will comply with the Collective Bargaining Agreement and follow the agreed to Classroom Teachers Evaluation System (CTES), which is incorporated in and made a part of this Agreement by reference. The CTES Handbook may only be changed by mutual agreement of the Parties. Only the materials contained in the Evaluation Handbook may be used for employee evaluations. No one may develop additional supplemental materials for the evaluation of employees unless mutually agreed upon by the Parties. The provisions of the new CTES Handbook are subject to the Grievance Procedure in Article VII and Article II, Section G of this Agreement.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section G – Employee Evaluation (cont'd)

3. **STUDENT LEARNING GROWTH**

The student learning growth scores are linked to employees from the October and February FTE count survey. Therefore, it is of great importance that when asked to verify student rosters for both of these FTE count surveys, that each employee be diligent in verifying who is and who is not a student enrolled in his/her class(es) during both FTE count surveys. The teacher will review the list and verify its accuracy by their signature. The teacher may appeal to the principal to have any student added or removed from the list based on the criteria outlined in current District Policy. All other information on Student Learning Growth is located in Section 2 of the CTES Handbook.

4. **INSTRUCTIONAL PRACTICE PROCEDURES**

The Instructional Practice portion of the evaluation may include conversations, coaching, conferences, observations, deliberate practice, and evidence.

The Parties agree that the primary purpose of the Instructional Practice portion is to improve instruction. Therefore, the Parties have agreed to use the Marzano Evaluation Model. The Model will be used as a coaching and evaluation tool to assist the employee and District to identify employee strengths and weaknesses so that appropriate professional development may be offered.

Only observations conducted by Marzano certified administrative personnel acting in a direct supervisory capacity, or certified Marzano trainers, shall be included in the Instructional Practice portion of the employee's evaluation. No CTA bargaining unit member shall evaluate another member of the CTA bargaining unit.

This provision does not prohibit an employee from voluntarily agreeing to have another employee go through a practice observation exercise with them. Such practice exercises are not required, but are encouraged. No practice observation(s) will be used by the District to evaluate any employee participating in a practice observation exercise.

The specifics related to instructional observations are detailed in the CTES Handbook, Section IV and V.

5. **IMPROVEMENT PLANS**

All information related to Improvement Plans are explained in the CTES Handbook, Section VI.

6. **INSTRUCTIONAL PRACTICES REVIEW PROCESS**

Instructional Practices Review - Individual Observations

The purpose of the Instructional Practices Review Committee (IPRC) is to provide an alternative process for resolving issues that arise from individual observations. The IPRC shall consist of three members appointed by the Joint Evaluation Negotiations Committee (JENC).

When an element is scored as "Not Using" or "Beginning" and the affected employee has documented evidence that the score was given in error (not the professional judgment or conclusions of the observer), the employee may request a meeting in writing with his/her observer within ten (10) days of the date the data-marks were finalized into iObservation. Along with the request for this meeting, the employee will provide his/her documented evidence to his/her observer supporting why the rating was given in error. The meeting between the employee and his/her observer will be conducted within five (5) days of the observer receiving the request for such meeting. Within five (5) days of the meeting, the employee shall be notified in writing of the decision of the observer. If the observer concurs, the rating(s) in dispute will be changed in iObservation at the worksite. If the observer does not concur, the employee may appeal to the Principal, if the Principal was not the original observer. If the Principal/Observer does not concur, the employee may forward a request for an appeal to the Instructional Practices Review Committee (IPRC) within ten (10) workdays following the notification of the decision and include all documentation with that request. The decision of the IPRC shall be final.

7. **INSTRUCTIONAL PRACTICES PORTION EXPEDITED GRIEVANCE PROCESS - FINAL OVERALL RATING**

When the overall end-of-year rating for an employee on his/her Instructional Practices portion of his/her final annual evaluation is "Needs Improvement" or "Unsatisfactory," the affected employee may grieve his/her final Instructional Practices Rating using an expedited grievance procedure. This process shall be based upon violations of the procedures, criteria, forms, or a misinterpretation of the Marzano Protocol Scales as contained or referred to herein and/or contained in the CTES Handbook. It is understood that the professional judgments and conclusions of the observer/evaluator may not be grieved through this process.

Any grievance filed pursuant to this Section will follow the procedures set forth in Article VII of the Agreement; however, to expedite the process, the following timelines and alterations to the procedures will be followed:

Until the grievance is resolved or withdrawn, all documents pertaining to the Instructional Practices portion will be held in the Department of Professional Development and not placed in the employee's personnel file or entered into PeopleSoft.

No informal grievance meetings need be conducted.

Unless there is mutual written agreement to extend these time lines by the Association and the Regional Superintendent, a Step One grievance shall be filed using the Grievance Report form (see Appendix F) with the appropriate Regional Superintendent, within seven (7) calendar days (excluding weekends and holidays) of notification to the employee from the Principal/Director that his/her final Instructional Practices Rating is available. The Parties will meet within five (5) calendar days of receipt of the grievance on a mutually agreed upon date. The Regional Superintendent shall provide a written response to the grievance within five (5) calendar days of this meeting to the grievant and to the Association.

Unless there is mutual written agreement to extend these time lines by the Association and the Department of Labor Relations, if the grievant is not satisfied with the response at Step One, he/she may

within five (5) calendar days of receipt the Step One response, file his/her grievance at Step Two with the Department of Labor Relations. The Parties will meet within five (5) calendar days of receipt of the grievance on a mutually agreed upon date. The Department of Labor Relations shall provide a written response to the grievance within five (5) calendar days of this meeting to the grievant and to the Association.

Unless there is mutual agreement to extend these time lines by the Association and the Department of Labor Relations, the Association may appeal the grievance to Step Three as soon as possible, but not later ten (10) calendar days of receipt of the Step Two response.

The Parties agree to establish a panel of mutually agreed upon and available arbitrators to hear these grievances. There shall be oral closing arguments only and the arbitrator shall submit his/her binding award as soon as possible, but no longer than fifteen (15) calendar days following the close of the hearing.

8. **FINAL EVALUATION**

All employees, other than 1A employees, who are not on active duty for a minimum of ninety-nine (99) contract duty days during the school year, will be reported as "Not Evaluated". Category 1A employees, who are not on active duty for a minimum of seventy-five (75) contract duty days during the school year, will be reported as "Not Evaluated".

Upon receipt of the student learning growth data, said data shall be combined with the Instructional Practices portion of each employee's evaluation in PeopleSoft and the Principal/Director shall notify the employee that his/her evaluation is ready for review and signature. A conference may be initiated by the employee or the Principal/Director to review the Overall Final Evaluation. A conference must occur if the overall Final Evaluation rating is "Needs Improvement" or "Unsatisfactory".

Signing the form does not indicate agreement with the evaluation; it only indicates the employee has received a copy of the completed form. If the employee refuses to sign the evaluation form during this evaluation conference, the evaluator will note on the form that the employee refused to sign the evaluation form, and with such notation will be filed, as prescribed by law, in the employee's official personnel file without the employee's signature.

The employee shall have the right to initiate a written response to his/ her Final Annual Evaluation that shall be made a part of the employee's official personnel file.

If an employee is assigned to an "out-of-field" position, it shall be noted as such on the final evaluation.

No statement(s) negative or detrimental to the employee may be written on such form unless the statement(s) relate directly to a competency area rated "Needs Improvement" or "Unsatisfactory" on that annual evaluation form. No reference to the employee's participation in the Peer Assistance & Review Program (PAR) shall be written on either the comment section of iObservation or on the final evaluation form.

The use of the term "Peer Assistance & Review (PAR) Program" as used in this Section does not in any way imply that the Parties agree to continue such program in the future.

If such employee is not available to electronically sign his/her final annual evaluation, the District will mail the employee's final annual evaluation for that school year to him/her via U.S. Certified Mail to the employee's most recent home mailing address on file with the District. The final annual evaluation will be filed, as prescribed by law, in the employee's official personnel file without the employee's signature. The employee shall have the right to initiate a written response to his/her Final Annual Evaluation that shall be made a part of the employee's official personnel file.

9. **COMMITMENT TO CONTINUOUS STUDY AND REVIEW**

The Parties agree to continue the "Joint Evaluation Negotiations Committee" (JENC) comprised of six (6) appointees from each Party to meet a minimum of four (4) times per school year to support implementation of the Evaluation System and the Classroom Teacher Evaluation System (CTES) Handbook and to recommend changes for the refinement and improvement of the system. By mutual agreement, the committee may meet more often.

All agreed upon changes to the Evaluation System and the CTES Handbook will be submitted to both Parties for approval and ratification; however, JENC is empowered to make amendments to the CTES Handbook and to communicate those amendments via the JENC Newsletter. Such JENC initiated amendments to the CTES Handbook ultimately will be subject to ratification and approval the next time Contract provisions are being ratified and approved by the Parties. The District agrees to provide TDEs for the meetings of this joint Committee that are conducted during employee duty time.

10. **PROCEDURAL DEFECTS**

If a teacher believes observational procedures were not followed on the Instructional Practice and/or Deliberate Practice portion of the Evaluation, he/she may request an appeal by a Review Board which shall meet within five (5) days of the request. The Review Board shall consist of two (2) CTA Members and two (2) District Members from JENC. A unanimous or majority vote of the four (4) member Review Board to reject the appeal is final and not subject to further appeal. An evenly split two (2) – to - two (2) vote is considered a vote to reject the appeal, but such vote is appealable to the CTA Executive Director and the District's Chief of Human Resources who will promptly meet to make a final and non-appealable decision. Appeals by Category 1A Employees must be filed by May 5th. Appeals by Category 1B and 2 Employees must be filed by April 5th. The resolution for appeals granted to Category 1B and 2 Employees may include an opportunity by the Observer to remedy the procedural defects through additional observations.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section H – Safety

The District will make reasonable effort to provide and maintain working conditions, which reasonably protect life, safety, and health of employees in the physical plants under control of the School Board. To this end, the Association will cooperate and make a reasonable effort to encourage the employees to work in a safe manner.

Section I – Tuberculin Test

The Board/District shall not require a tuberculin test or negative chest X-ray after initial employment unless tuberculosis is suspected in the employee or there is reason to believe the employee has come in contact with individual(s) with active tuberculosis, in which case the Board/District shall select the physician(s) and shall pay for the costs incurred to determine if the employee has active tuberculosis.

Section J – Pupil Detention, Search and Seizure

1. Non-Directed

   a. Pursuant to the laws of the State of Florida, Chapter §71-828, whenever any employee encounters any student on the school grounds of the school under circumstances which reasonably indicate that such student has committed, is committing, or is about to commit a violation of the law(s), the employee may temporarily detain and question the student for the purpose of ascertaining the circumstances surrounding the presence of the student detained which led the employee to believe that the student had committed, was committing, or was about to commit a violation of the law.

      If, at any time after the onset of the temporary detention, probable cause arises that the detained student is unlawfully concealing, or has unlawfully concealed stolen or illegal property on his/her person or within his/her locker, said employee may search the temporarily detained student and his/her locker and his/her personal belongings only to the extent necessary to disclose, and for the purpose of disclosing, the presence of such stolen or illegal property. If the search discloses stolen or illegal property, it may be seized.

      No student shall be temporarily detained longer than is reasonably necessary. Such temporary detention shall not extend beyond the place where the student was detained, or the immediate vicinity thereof.

   b. Any employee who is operating pursuant to the provisions of Florida Statutes, Section 768.28 and is acting in good faith without malicious purpose or not in a manner exhibiting wanton and willful disregard of human rights, safety, or property shall be totally indemnified by the Board. The Board will provide a defense for the employee; such defense may be joint or separate at the discretion of the Board.

2. Directed

   Any requirement of an employee to search or seize any locker or other personal possession of any student shall be made in writing to the employee prior to the required search and seizure. Through such written authorization, the Board assumes all liability for the search and seizure made by any employee carrying out the written direction of the Principal or designee in the absence of the Principal, and such employee shall be totally indemnified by the Board.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section K – Personal and Academic Freedom and Responsibilities

1. Employees shall be entitled to the full rights of citizenship, and an employee's gender expression, and/or gender identity, race, color, religion, national origin, age, disability, marital status, ancestry, ethnicity, gender, linguistic preference, political beliefs, sexual orientation or social/family background shall not be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law or Board Policy.

2. In the spirit of academic freedom, employees will create a classroom environment which invites in- depth study of the critical issue(s) of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issues under study. The employee is responsible for exercising sound judgment in selecting for discussion those issues, which are relevant to the maturity and understanding of the students involved.

3. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Palm Beach County School District. Accordingly, the Parties agree that employees shall be guaranteed freedom in classroom presentation and discussions, and may introduce socially, politically, religiously, or otherwise controversial material, provided that such material is relevant to the course content appropriate to the student group and shall increase students' awareness of roles as responsible citizens.

Section L – Tutoring

1. Every effort shall be made by the Principal and employee to help the student with his/her difficulties at school before recommending that parents engage a tutor. The cases where individual tutoring is recommended and a fee is to be assessed for such services, compliance with the following provisions shall be observed:

    a. An employee shall not tutor any student enrolled in his/her classes.
    b. Tutoring for which an employee receives a fee shall not be conducted on school facilities or on school time.
    c. Employees who accept outside tutoring engagements must make their own arrangements with the parents for the fee to be assessed.

    This provision is not applicable to District or School tutorial programs where the employee is paid by the District/School.

Section M – Discipline of Employees (Progressive Discipline)

1. Without the consent of the employee and the Association, disciplinary action may not be taken against an employee except for just cause, and this must be substantiated by clear and convincing evidence, which supports the recommended disciplinary action.

2. All disciplinary action shall be governed by applicable statutes and provisions of this Agreement. Further, an employee shall be provided with a written notice of wrongdoing, setting forth the specific charges against that employee prior to taking any action.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section M – Discipline of Employees (Progressive Discipline) (cont'd)

3. Any information, which may be relied upon to take action against an employee, will be shared promptly with said employee and his/her Association representative as soon as possible. Copies of any written information/correspondence that is related to the action of the employee or the investigating administrator(s) will be provided promptly to the employee and his/her Association representative.

4. An employee against whom action is to be taken under this Section and his/her Association representative shall have the right to review and refute any and all of the information relied upon to support any proposed disciplinary action prior to taking such action. To this end, the employee and his/her Association representative shall be afforded a reasonable amount of time to prepare and present responses/refutations concerning the pending disciplinary action and concerning the appropriateness of the proposed disciplinary action. This amount of time is to be mutually agreed upon by the Parties.

5. Only previous disciplinary actions which are a part of the employee's personnel file or which are a matter of record as provided in paragraph #7 below may be cited.

6. Where just cause warrants such disciplinary action(s) and in keeping with provisions of this Section, an employee may be reprimanded verbally with written notation, reprimanded in writing, suspended without pay or dismissed upon the recommendation of the immediate supervisor to the Superintendent. Other disciplinary action(s) may be taken with the mutual agreement of the Parties.

7. Except in cases which clearly constitute a real and immediate danger to the District, a District employee, and/or a child/children or the actions/inactions of the employee clearly constitute flagrant or purposeful violations of reasonable school rules and regulations, progressive discipline shall be administered as follows:

    a. Verbal Reprimand with a Written Notation - Such written notation shall not be placed in the employee's personnel file maintained at the District headquarters, but will be placed in a file at the school/department and shall not be used to the further detriment of the employee after twelve (12) months of the action/inaction of the employee which led to the notation. The written notification shall be maintained at the school site/department pursuant to the District's Records Retention Schedule.

    b. Written Reprimand - A written reprimand may be issued to an employee when appropriate in keeping with provisions of this Section. Such written reprimand shall be dated and signed by the giver and the receiver of the reprimand and shall be filed in the affected employee's personnel file in keeping with provisions of Article II, Section B of this Agreement.

    c. Suspension Without Pay - A suspension without pay may be issued to an employee, when appropriate, in keeping with provisions of this Section, including just cause and applicable laws. The length of the suspension also shall be determined by just cause as set forth in this Section. The notice and specifics of the suspension without pay shall be placed in writing, dated and signed by the giver and the receiver of the suspension. The specific days of suspension will be clearly set forth in the written suspension notice which shall be filed in the affected employee's personnel file in keeping with provisions of Article II, Section B of this Agreement.

Section M – Discipline of Employees (Progressive Discipline) (cont'd)

d. Dismissal - An employee may be dismissed (employment contract terminated) when appropriate in keeping with provisions of this Section, including just cause and applicable laws.

8. An employee against whom disciplinary action(s) has been taken may appeal through the grievance procedure. If the disciplinary action(s) taken includes either a suspension or a dismissal, the grievance shall be initiated at STEP TWO.

Section N – Authorized Travel Expense Reimbursement

1. All travel expenses for which employees will be seeking reimbursement must be pre-authorized by the Superintendent prior to departure and the incurrence any expenses.

2. Authorized mileage for in county and out of county travel, including per diem, shall be reimbursed at the rate provided by Florida Statute and State Board Administrative Rule. In the event that there is a change in Statute or State Board Rule, payment will be retroactive to the effective date of the Statute or State Board Rule.

3. Meetings for which the employee will be reimbursed by another person, agency, organization or institution, etc. shall be excluded from these provisions.

Section O – Children of Employees

1. Requests by employees for the reassignment of their children, who are age and program appropriate, to the employee's assigned school or to a school that feeds into their assigned school, or to a school that receives students from their assigned school shall be approved within the following procedural guidelines:

   a. The racial balance and student overcrowding at the school (i.e. meeting class size requirements) will not be negatively impacted. To that end, no reassignment is available to a school that has exceeded 100% of its Florida Inventory of School House (FISH) capacity per Florida DOE for the current year, unless the teacher is assigned to that particular school;

   b. In no case shall the employee be the teacher of record for his/her own child;

   c. The District shall assume no liability for the transportation of these students;

   d. In the event an employee voluntarily transfers or is involuntarily transferred (this includes an involuntarily transferred (this includes an involuntary or voluntary UAT), his/her child may remain at the currently assigned school, in keeping with provision c above, until the end of the school year; or at the time the employee's transfer becomes effective, the child may return to his/her home school or follow the employee to the newly assigned school or its feeder/receiver school in keeping with 1. above, if the employee so chooses;

   e. The bargaining unit employee must notify the school in writing by April 30 of the employee's intent to enroll his/her child in the school where the employee is assigned or its feeder/receiver school in keeping with 1. above for the next school year;

Section O – Children of Employees (cont'd)

f. The employee must be the legal parent/guardian of the child and the child must reside with the employee;

g. Reassignment may not be made to full choice schools, unless the parent is working at that particular school, the parent has completed the choice program application, and the student meets the qualifications for the choice program at issue;

h. Whether a school feeds students into or receives students from a school is based solely upon the boundaries as determined by the District; therefore, full-choice schools have neither feeder nor receiving schools; and

i. The employee and student must adhere to School Board Policy 5.015.

2. After-School Child Care for the Children of Employees:

a. Bargaining unit employees will be given priority for placement of their children in Before/After-School Child Care at District elementary/middle/K-8 schools where the District has Before/After-School Child Care Programs, so long as this does not conflict with the law.

b. Eligibility is as follows:
   i. The child is elementary/middle/K-8 school age.
   ii. The child attends the Before/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 as defined in Article I, Section A 16 of this Agreement.

d. In the event a bargaining unit employee's child changes elementary/middle/K-8 schools during the school year, he/she will be given priority for placement if there is a Before/After-School Child Care Program waiting list at his/her new elementary/middle/K-8 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.

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

g. As a benefit of employment with the District, all full-time T-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 II – RIGHTS AND RESPONSIBILITIES

Section O – Children of Employees (cont'd)

h. As a benefit of employment, any bargaining unit employee working at a mandated extended school day site, a high school with an end time after 3:00 p.m., or a middle school shall be eligible for a part-time extension grace period for student pick-up at 4:45 p.m. daily. To qualify, the student must be enrolled in a part-time district-operated After-School Child Care Program. The eligible employee must complete the District's After-School Child Care Program's established process to receive this benefit. Directions can be obtained from the After-School Site Director.

Section P – Home Work Office

As a condition of employment, the Board shall certify that an employee may maintain, at the employee's expense, a home office for home preparation of contractual duties.

Section Q – ESE Employees, Physical Restraint Procedures

1. There are instances when exceptional students exhibit behaviors that are disruptive to the learning environment and pose a threat to the safety of persons or property. Should the use of physical restraint be necessary, employees are required to comply with School Board Policy 5.181.

2. Exceptional students enrolled in programs for an Emotionally/Behavioral Disability (EBD) and/or Autism Spectrum Disorder (ASD), because of the nature of their disability may on occasion experience impaired impulse control of such severity that the use of physical restraint is necessary to prevent such students from inflicting harm to self and/or others. Students enrolled in other exceptional student education (ESE) programs may also experience crisis behaviors that may require use of restraint.

3. Specific physical restraint procedures also may be approved for use with other specific student populations upon mutual agreement of the Parties. Such agreements will be reviewed on an annual basis.

4. Strategies for the prevention of aggressive behavior shall be utilized on an ongoing basis. However, when an explosive event occurs without warning and is of such degree that there is imminent risk to persons, the use of physical restraint techniques is authorized for such circumstances.

5. Physical restraint refers to the use of physical intervention techniques designed to restrict movement of a student in an effort to de-escalate aggressive behavior. In order to promote a safe learning environment, the District has authorized for implementation specific physical restraint procedures to be used in programs for children who are eligible for services in EBD and/or ASD. These specific procedures also may be used with other exceptional students when itis indicated on the student's Individualized Education Program (IEP). These procedures include, but are not limited to holding and escape techniques which when implemented, prevent injury to students and staff.

6. The Board shall provide for the training of employees and support staff in physical restraint techniques as well as strategies for prevention of aggressive behavior. Training procedures developed for this purpose are, by reference, incorporated and made a part of this Agreement.

7. Horizontal (floor) restraints are sanctioned only when the student is a danger to him/herself or others and cannot be maintained using a less intrusive method. Personnel working with student(s) who may require this technique should be trained in District approved methods.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section Q – ESE Employees, Physical Restraints Procedures (cont'd)

8. If possible, a mat should be used when a student is placed in a horizontal (floor) restraint. Exceptions may be made in emergency situations when the potential for harm to the students is greater if the restraint is not implemented at all as opposed to implementing it without a mat.

9. When physical restraints are used, schools must maintain a log and report to the FLDOE Restraint and Seclusion Database pursuant to School Board Policy 5.181, which includes the following minimum components:

    a. Name of student;
    b. The date and time of the event and the duration of the restraint;
    c. The location at which the restraint occurred;
    d. The type of restraint used;
    e. The name of the person using or assisting in the restrain of the student;
    f. The name of any non-student who witnessed the restraint; and
    g. A description of the incident including:
        i. the context in which the restraint occurred;
        ii. the student's behavior leading up to and precipitating the decision to use manual physical restraint, including an indication as to why there was an imminent risk of serious injury or death to the student or other;
        iii. the specific positive behavioral strategies used to prevent and deescalate the behavior;
        iv. what occurred with the student immediately after the restraint terminated;
        v. any injuries, visible marks or possible medical emergencies that may have occurred during the restraint, documented according to District policy; and
        vi. evidence of steps taken to notify the student's parent or guardian.

10. Parents/guardians should be notified, verbally and in writing, each time the school uses physical restraint with their child.

11. At the school level, it is the Principal's/designee's responsibility to ensure that physical restraint data are reviewed on a regular basis and that new behavioral plans are developed, as needed, for individual students.

12. For ESE students, the use of physical restraint should be discussed and, only if necessary, recorded on the IEP. If it is anticipated that physical restraint may be needed, school personnel should discuss and document the potential need with parents.

13. Comprehensive District-supported training will be made available to all school based and support personnel who may need to implement physical restraints.
    a. Each training program should have criteria and procedures for certifying competence with the techniques and knowledge of the District's policies and procedures.
    b. Each training program should have a validity period and a retraining component.

14. Physical restraint techniques provided in training programs approved by the Board are authorized and, when utilized in accordance with the training provided, these guidelines shall not constitute grounds for disciplinary action. If an employee is not trained in the use of approved physical restraint procedures and is faced with an emergency, the employee is authorized to employ the moderate use of physical force or

Section Q – ESE Employees, Physical Restraints Procedures (cont'd)

physical contact as may be necessary to maintain discipline or to enforce School Board Rules.

15. Trainers for the District-developed restraint system must be qualified to provide such training.

Section R – Physical Education Environment

If requested, Physical Education instructors who conduct their student activities/classes out-of-doors, shall be provided with the following District-owned materials:

Sunscreen lotion
Large umbrella
Insulated water container

Sunscreen lotion shall be purchased by the respective employees and reimbursed by the individual schools. Any single reimbursement for sunscreen lotion in excess of ten ($10) dollars shall require a Principal's pre-approval.

Section S – Guidelines for Classroom Visitation and Conferences

The Association and the Board/District wholeheartedly support parent and community involvement in schools. To minimize disruption of the educational process due to public or parental classroom visitations or conferences with employees:

a. All visitors must first register at the school's office and obtain permission and a pass before going elsewhere on the school's campus.

b. When practical, the employee should be informed of the purpose for the classroom visitation or conference. Arrangements should be made in advance. Walk-in visitors may be rescheduled by the employee.

Section T – Teacher of the Year Selection

The current process used by the District to select its "Teacher of The Year will be maintained. The Association representative on the oversight committee shall be selected by the Association President.

Section U – Lesson Plans

The lesson plan format shall be as teacher-friendly as possible.
The four (4) components of the lesson plan shall be:

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

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

1. A copy of the employee's schedule.
2. A copy of the LEP Instructional Strategies Checklist provided by the Principal as indicated to meet the ESOL lesson plan audit requirements.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section U – Lesson Plans (cont'd)

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

Section V – Job Sharing

1. DEFINITION

Job sharing shall refer to two (2) employees other than permanent substitutes voluntarily sharing one (1) full time position. Job sharing shall not be used as a method for reduction in force (RIF).

2. APPLICATION PROCEDURE

All T-bargaining unit members (other than permanent substitutes) may submit an application form (see Appendix K) to the Principal (supervising administrator) and Regional Superintendent.

See Distribution procedure.

a. Pairing - Employees shall be responsible for selecting a job-sharing partner. Job sharing assignments shall be filled only by employees who have jointly agreed to work together.

b. Options - The programmatic needs of the school may provide opportunities for one-half (½) time employees (i.e., speech, secondary subject areas, school psychologists).

c. Time line/Cut-Off Date – All applications shall be made on or before the first employee workday in April. Selections shall be finalized by the end of the voluntary transfer period.

3. CRITERIA FOR SELECTION AND APPROVAL PROCESS

a. Assignment and approval basis:

(1) Employee willingness to share unit/position.
(2) Vacant positions are open to "paired" employee application procedures.
(3) Applicants may not be denied a position solely on the basis of the desire to job share.
(4) Building Principal/supervisor makes recommendations to Regional Superintendent.
(5) Regional Superintendent gives final approval/disapproval.
(6) A copy of each completed Job Share Application form is to be shared with CTA as soon as possible after it is received by Human Resources.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section V – Job Sharing (cont'd)

b. Certification:

Grade level in-field applicants shall be given consideration for vacant positions; however, the pairing of two (2) employees who are deemed compatible for the shared position shall be considered for the position.

c. Eligibility:

(1) Job sharing vacancies are available only to employees having at least one (1) year of consecutive successful employment with the District immediately before making an application to Job Share.
(2) Five percent (5%) of T-bargaining unit members will have the availability to job sharing positions.

4. RESPONSIBILITIES

a. Employee:
(1) Planning - Where there exists two (2) employees sharing one (1) self-contained class, joint planning shall occur. Where separate classes or separate disciplines exist, individual planning shall occur.

(2) Faculty Meetings - Employees will be responsible for all meetings scheduled during their duty day/week. Additionally, employees are responsible for information disseminated at all meetings.

(3) Conferences - Conferences shall be held by individual employees unless problems occur across several subject areas taught by more than one (1) employee, then both would be required to attend.

(4) Field Trips - The employee responsible for the field trip will be determined jointly by the teachers and administration. Every effort shall be made to provide equity in responsibility.

(5) Committees - Assignment to committees shall be on a voluntary basis. Every effort shall be made to provide equity (see Collective Bargaining Agreement).

(6) Curriculum - Delivery of specific subjects shall be determined by mutual agreement of the job-sharing team. Curriculum assignments may be adjusted to provide equity of fine arts schedules. Split day schedules may be alternated each semester.

(7) Substitutes - Job sharers agree to substitute for each other whenever possible at the daily rate.

(8) Evaluations - All student evaluations, test administration, grades, and required reports or data will be completed by both employees.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section V – Job Sharing (cont'd)

(9) Discipline - Discipline practices shall be consistent with school and District policy with responsibility of reporting/administering handled by the supervising teacher at the time of an infraction. Job sharers shall be responsible for updating each other on all occurrences.

(10) Communication –

(a) Messages to Parents - Messages to parents should be signed by both Parties unless the concern/situation is specific to one (1) teacher.

(b) Pertinent information and individual updates are to be shared with the job-sharing partner as needed whether verbally or in writing. It is expected that teachers who share a self-contained class will communicate with each other on a daily basis.

(c) Employer/Administrator - Any additional concerns or problems which arise will be discussed with the Principal and solutions will be mutually agreed upon by all Parties. Final judgment/decision rests with the Principal.

(11) In-service - To fulfill the professional responsibilities, employees who job share may be required, with a forty-eight (48) hour advanced notice, to attend joint conferences or in- service beyond the modified work schedule. Such employees will be compensated in keeping with Article VIII, Section N of this Collective Bargaining Agreement.

(12) Information Requirements - Any and all records, information, requirements, or requests are the joint responsibility of the job-sharing partners.

(13) Schedules - Whenever possible the administration shall attempt to provide common planning time for the two (2) employees sharing one (1) self-contained class. When separate classes or separate disciplines exist, individual planning shall occur (options: split day, split week, alternating days, same hours, semester switch).

(14) Observations/Evaluations - Observations and evaluations shall be consistent with this Collective Bargaining Agreement.

5. SALARY AND BENEFITS

a. Salary - Prorated - Consistent with this Collective Bargaining Agreement.
b. Insurance –Consistent with this Collective Bargaining Agreement (Article VIII, Section H 1-a).
c. Sick leave/Personal leave - Prorated - Consistent with this Collective Bargaining Agreement.
d. Vacation (if applicable) - Prorated - Consistent with this Collective Bargaining Agreement.
e. Retirement - Based on applicable system(s) (F. R. S.).
f. Supplements - Available as assigned per this Collective Bargaining Agreement.
   (1) A year of service shall be defined as that sum of compensated duty days that equals or exceeds 735 hours during any regular school year

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section V – Job Sharing (cont'd)

6. RIGHT TO RETURN TO FULL EMPLOYMENT

a. Upon termination of the individual job-sharing agreement, the job-sharing position shall be reconverted to a full-time position and the employee who held the full-time position prior to participation shall be entitled to resume his/her position without loss of previous tenure, or employee rights.

(1) When both paired applicants are from the same school and teaching the same grade level or the same subject areas, the employee having the greater seniority, as defined in Article I, Section A 16 of this Agreement, is entitled to resume his/her position when the job-sharing arrangement is concluded as set forth above.

(2) The employee who has no position in which to return will be eligible to seek a voluntary transfer. In the event said employee does not obtain a voluntarily transfer, he/she will be assigned to another position in accordance with the Unit Adjustment Transfer (UAT) Procedures in Article IV, Section E of this Agreement.

b. Undue hardship clause (only during the school year)

(1) Hardship must be proven by job sharer who opts out of the agreement to the Regional Superintendent and Chief of Human Resources.

(2) Agreement changes can be implemented only at the end of a semester at the secondary school or at the end of a trimester at an elementary school.

(3) A job sharer who requests to be released from the agreement shall accept an alternative placement as determined by the Division of Human Resources.

(4) Placement determination shall be made by the Regional Superintendent and the Division of Human Resources.

c. Renewal

Application for job sharing shall be made annually.

ARTICLE II – RIGHTS AND RESPONSIBILITIES

Section V – Job Sharing (cont'd)

7. SCHEDULING CONCERNS

   a. Options

      (1) Semester switch
      (2) Split day (hours)
      (3) Split week (hours/days)
      (4) Alternate days - split week
      (5) Same hours

8. MASTER SCHEDULE - COMMON PLANNING

   b. Difficulties

      (1) Block scheduling
      (2) Rotating schedules

Section W – Curriculum and Other Program Changes

1. The Parties agree philosophically that new curricula or other new District programs should be considered in light of the District's ability to adequately fund, staff and train prior to their implementation in the District.

2. The Association shall have representatives on District Curriculum committees that plan and design school-wide initiatives including instructional strategies.

3. The Parties agree that through cooperation and collaboration, the opportunity for success is vastly increased.

ARTICLE III – WORKING CONDITIONS

Section A – Contract Year

1. The employee contract year shall be 196 days and is a ten (10) month contract. During the term of this Agreement, the Board/District shall provide six (6) paid holidays during the school year. Employees new to the District may have up to two (2) additional in-service days scheduled prior to the regular contract year. At least one (1) full day of preschool shall be without scheduled meetings for employees and will be set aside for employees to use for their own professional utilization in preparation for the upcoming school year.

2. The need for extra duty days will be announced at the School/Department in writing by the Principal/Director. Volunteers assigned to that School/Department will be considered with the most senior volunteer properly certified employee who is currently assigned to the specific instructional area/Department being provided the extra duty days will be selected first. If an insufficient number of properly certified employees volunteer at the School/Department in the instructional area/Department being provided extra duty days and staffing needs cannot be met with volunteers, the District reserves the right to assign properly certified employees involuntarily to extra duty day(s) at his/her daily rate of pay. Such involuntary assignments shall be made on the basis of seniority, with the least senior properly certified employee at the School/Department who is currently assigned to the specific instructional area/Department being provided the extra duty day(s) assigned first. Employees given such involuntary assignments shall be given at least twenty-five (25) calendar days written notice prior to the first date of the assignment. The number of extra duty days that may be assigned to an employee will not exceed a total of ten (10) duty days per summer unless the individual employee agrees to be assigned to more than ten (10) extra duty days. All such extra duty days will be scheduled to be consecutive with the regular school year with the understanding that some extra duty days may be scheduled immediately before the regular school year begins or immediately after the regular school year ends for the employee. These provisions do not replace the process for selecting employees to fill instructional vacancies for special session (summer school) pursuant to Article VIII, Section D of this Agreement.

3. The need for an extended academic year will be announced within the School/Department in writing by the Principal/Director, during the previous school year and must be announced prior to the voluntary transfer period. Volunteers will be considered with the most senior properly certified employee(s) who are currently assigned to the specific instructional area/Department being provided the extended academic year being selected first. If no properly certified volunteers are available and staffing needs cannot be otherwise met, the Board reserves the right to appoint an employee to an extended academic calendar at his/her daily rate of pay. Such involuntary assignments shall be made on the basis of seniority, with the least senior properly certified employee(s) who are currently assigned to the specific instructional area/Department being selected for the extended academic calendar first. The academic calendar may not be extended beyond five (5) consecutive instruction days unless mutually agreed to by the Parties in writing or when mandated by statute.

ARTICLE III – WORKING CONDITIONS

Section A – Contract Year (cont'd)

4. Any extension of the regular 196-day contract or academic year, as approved by the Board/District, shall be compensated at the employee's daily rate of pay as determined by dividing 196 days into the annual salary of the employee, including the employee's advanced degree supplement(s).

5. Employees having a two-hundred fifty (250) day contract who are assigned to a Department of Juvenile Justice (DJJ) Program will continue to have a two-hundred fifty (250) day contract. Employees with one-hundred ninety-six (196) day contracts who are assigned to a DJJ Program will be offered up to fifty-four (54) extra duty days. Current employees under a one-hundred ninety-six (196) day contract will be given first choice for extra duty days. The number of extra duty days will be mutually agreed to by the employee and the District.

Section B – Employee's Hours and Conditions

1. Duty Hours

   a. Except for faculty meetings provided in paragraph #6 below, the duty day shall be a maximum of seven (7) hours and thirty (30) minutes consecutively, provided that this shall not apply to those employees contracting for less than full-time duty.
   b. The workday for all employees during pre-school, post-school, and all Teacher Work days during the regular school year shall be from 8:00 a.m. to 3:30 p.m., with one (1) hour for lunch. An exception to this for a modified workday is as determined by a faculty vote conducted by the EBC and approved by the Principal. Once voted and approved, the modified schedule for pre-school, post-school and all Teacher Work Days/In-Service Days at that school will remain in place for the balance of that school year.

2. Leaving the Building - At times when an employee does not have scheduled instructional responsibilities, conferences, or other assigned duties, the employee may, upon prior approval by the Principal or designee, leave the school building for personal reasons. The Principal or designee will not be arbitrary or capricious when considering such requests. Any employee who is away from the building under this provision shall not be considered to be carrying out the responsibilities of his/her position, and the Board/District shall not be liable for injury to the employee or damage to the employee's property while he/she is not on school property.

   Whenever possible a Principal will permit an employee to attend his/her child's school Open House and/or parent-teacher conference provided such employee finds his/her own properly certified coverage from among other employees at his/her school or uses available personal leave time. When using personal leave time, the employee will follow procedures set forth in Article V, Section B (2) of this Agreement.

3. Check-In Procedure - Employees shall not be required to "clock-in" or "out" by hours and minutes.

ARTICLE III – WORKING CONDITIONS

Section B – Employee's Hours and Conditions (cont'd)

4. a. Planning Periods – Planning periods are provided for the purpose of instructional planning. Employees in middle, high schools and schools instructing adults, shall be scheduled a planning period equal in length to one (1) class period each regular student attendance day. Elementary school employees shall have a non-student contact planning period of forty-five (45) consecutive minutes, or two (2) blocks of thirty (30) consecutive minutes each regular student attendance day. Such elementary planning period shall not be scheduled during an elementary employee's relief time as set forth below. Elementary employees who have after-school activities at their school with students may start such activities at the end of the regular student day and will not take any planning time that may be scheduled at the end of the regular student day. Such planning time, if needed, will be taken after the completion of the after-school student activity. The failure of the employee to take planning time will not be considered a forfeiture of elementary planning time or a violation of this Agreement.

   b. An elementary employee shall not be required to forfeit the lesser of either three (3) planning periods or one hundred thirty-five (135) minutes of his/her planning time per month (September through May) to attend meetings initiated by the administration unless otherwise agreed to by the school's EBC.

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

   a. An elementary employee may be assigned to accompany his/her students to and from another location when such students are assigned to another employee during the school day, but shall not be assigned or asked by the administration to stay with such students while they are assigned to another employee. This would include, but not limited to music, art, physical education, computer lab, and library (media center).

   b. Elementary employees will be scheduled relief time on each regular student attendance day. Employees may use this time for their own personal use and the administration agrees not to schedule any employee duties/assignments or to schedule and employee's lunch during this period of time, but may assign the employee to attend child study team meetings, pre and/or post evaluation observation conferences per Article II, Section G of this Agreement and parent conferences during his/her relief time. Affected employees shall be given compensatory time or shall have their relief time restored by the Principal at the first available opportunity, and if possible, not later than ten (10) duty days after the assignment.

   c. In addition, each elementary school shall develop a plan for providing relief time when an employee may find it necessary (emergency) to leave students for which he/she is responsible. The school plan shall be mutually developed and agreed to by the Principal and the Employees' Building Council (EBC). If a mutual agreement cannot be reached, the issue will be submitted to the Regional Superintendent for resolution.

ARTICLE III – WORKING CONDITIONS

Section B – Employee's Hours and Conditions (cont'd)

6. Meetings

   a. Faculty Meetings - In addition to the regular workday, employees who are not receiving a salary supplement (Department/Grade Level Chairs or Team Leaders) may be required to spend time before or after the regular workday without earning compensatory time and/or additional compensation for the purpose of attending no more than two (2) meetings per month (September through May) initiated by the administration. Such meetings shall be consecutive with the regular workday. Employees shall not be required to remain longer than ninety (90) minutes per month and not to exceed sixty (60) minutes at any one (1) meeting beyond the regular workday. In elementary schools, the EBC, at its discretion, may conduct a vote of the employees to determine if these faculty meetings will begin during the regular workday or beyond the regular workday for the balance of that school year. If a majority vote to begin these faculty meetings during the regular workday, this may require elementary employees at that school to give up part or all of their planning period on days such meetings begin during the elementary workday. Forfeiture of these planning periods is in addition to the forfeitures set forth in 4 (b) above. In addition to Faculty Meetings as stated above, at the Principal's option, he/she may schedule a faculty meeting on up to two (2) pre-school days as specified in the official School District calendar. Faculty meetings for up to fifty-five (55) minutes may also be scheduled by the Principal during any or all Teacher Work Days/In-Service Days as specified in the official School District Calendar. When scheduling up to two (2) Faculty meetings during pre-school, the Principal will pay particular attention to having such Faculty meetings only when necessary and to keeping such meetings as short as possible so additional duty time may be provided to allow employees to use for their own professional utilization in preparation for the upcoming school year.

   b. Meetings Prior to and On Holidays and Weekends – Except in emergency circumstances a meeting which takes place beyond the employees' duty hours and which requires attendance, shall not be called for or conducted on any day immediately preceding a non-workday or on a non-workday.

   c. Notice of Meetings - The notice of any meeting conducted immediately before, or immediately after the duty day with an administrator that requires one or several employees to attend shall be given to the employee(s) involved as soon as possible before said meeting and if any affected employee is unable to attend a meeting scheduled immediately before or after the regular duty day and gives notice to the administrator that he/she is unable to attend, the meeting will be postponed for no longer than two (2) days duty prior to the meeting, except in emergency circumstances.

7. Compensatory Time for Open House and Parent-Teacher Conferences - No more than twenty (20) hours of compensatory time per school year may be earned and used for required attendance at one (1) "open house" and/or to assigned "parent-teacher conferences" that are scheduled beyond the normal workday. Service required beyond these limitations will be with compensation according to the supplemental hourly rate set forth in Appendix B. Only with the concurrence of the affected employee shall an individual parent-teacher conference that cannot be conducted during the duty day be conducted at a time not immediately before or after the employee's workday or at a site other than the employee's work site. No employee will be expected to conduct a parent-teacher conference with a hostile parent/guardian without the presence of an administrator. In addition, a Principal may request, but may not require employees to attend other after school, before school and/or evening and/or weekend activities. These employees who are requested and who voluntarily attend such activities will be granted additional compensatory time, which may be in addition to the twenty (20) hours that can be earned above.

ARTICLE III – WORKING CONDITIONS

Section B – Employee's Hours and Conditions (cont'd)

8. Records of Compensatory Time and Supplemental Hourly Rate of Pay

   a. It is the responsibility of each employee to keep a verifiable written record of his/her earned compensatory time and to schedule the taking of such compensatory time with his/her Principal before the end of the school year during which compensatory time was earned. Compensatory time shall not be cumulative from year to year. The Principal will not act in an arbitrary or capricious manner when scheduling the use of compensatory time for employees and the approval to use earned compensatory time shall not be unreasonably denied with the understanding that compensatory time may only be used at times students are not in attendance or during times when students or others responsibilities are not assigned to the teacher.

   b. It is the responsibility of the Principal to keep a record of his/her employees earned supplemental hourly rate of pay. Payment shall be made as soon as possible, but in no case later than thirty (30) calendar days after such pay was earned, unless circumstances beyond the control of the Principal prohibits such payments within this time limit.

9. Professional Development Days and Learning Team Meetings per the official School District Calendar

   Activities conducted on what are referred to as Professional Development Days, (PDDs) as scheduled on the official School District Calendar, will be provided to support implementation of the School Improvement Plan.

   a. On Professional Development Days, the staff will be provided time to participate in planning and professional development activities to support implementation of the School Improvement Plan.

   b. On student attendance days that are not Professional Development Days, the schedule will be adjusted to compensate for the decrease in instructional time on the Professional Development Days. Any adjustments to the schedule will be made within the provisions of the contract.

   c. Activities on Professional Development Days will directly support implementation of the School Improvement Plan and will focus on collegial planning and training. The SAC and EBC at its discretion may and are encouraged to provide input to the principal regarding activities on these days. In-service points will be awarded for eligible activities, following the District Master In- service Plan Guidelines.

   d. Employees are required to work on Professional Development Days as scheduled on the District Calendar. Any employee wishing time off on a Professional Development Day must request and be approved for paid or unpaid personal leave or sick leave.

   e. With the prior approval of his/her Principal or District supervisor and with the prior approval of the Principal of the school or the District Administrator in charge of a District-sponsored Professional Development activity that the employee wishes to attend, the employee will be allowed to attend the Professional Development activities at another school or other location where such activity is being offered. Such approval shall not be unreasonably withheld. The employee is not eligible for reimbursement of any expenses he/she may incur to attend such Professional Development activity on such days.

ARTICLE III – WORKING CONDITIONS

Section C – Professional Qualifications and Assignments

1. Employees shall be given an opportunity to express their preference of grade and subject taught. The Principal/Director, however, shall have the authority for the assignment and reassignment of employees within a school/department in keeping with provisions of this Agreement.

2. An employee shall not be assigned to a grade level and/or subject area that is not within the scope of his/her certificate except in extenuating circumstances and with the specific approval of such out-of-field assignment by the Chief of Human Resources. The Chief of Human Resources shall inform the Association, in writing, each time an employee is given an out-of-field assignment. The Parties agree that all efforts will be taken to avoid an out-of-field assignment without the affected employee's consent. Any employee who has an out-of-field assignment shall not suffer a contract termination or non-reappointment by virtue of being assigned out-of-field. An employee who is assigned out-of-field for more than one (1) period shall not remain assigned to an out-of-field assignment for more than one (1) school year or partial school year without his/her consent.

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

   A secondary ESE employee while teaching ESE students may be assigned to all subject areas for which he/she is certified to teach.

4. The Parties agree that enrollment shifts and other extenuating factors may prevent the finalization of assignments prior to the opening of school. The Parties also recognize that it is desirable for employees to know their assignments for the following school year as soon as possible. Accordingly, each employee shall be given a tentative assignment in writing for the next school year by May 1st. In keeping with the provisions of this Agreement, if changes in an employee's tentative assignments must be made after May 1st, the administration shall attempt to notify the employee by telephone, with a follow-up by email, within ten (10) calendar days of the change, in order to attempt to maximize preparation time for the employee.

5. An employee entering at least his/her seventh (7th) consecutive year of employment with the District who is being reassigned to a grade level and/or subject to which he/she has not been assigned sometime during the previous five (5) school years is permitted to use the Voluntary Transfer Procedure in Article IV, Section C 1-4 of the Agreement both within and outside the regular Voluntary Transfer Period. An employee who meets the eligibility criteria as set forth herein need not have the approval of his/her current Principal and appropriate Regional Superintendent(s) to seek and be approved for a Voluntary Transfer outside the Voluntary Transfer Period through July 1. After July 1, the eligible employee may continue to seek a Voluntary Transfer outside of the Voluntary Transfer Period, but only with the approval of both Principals and the appropriate Regional Superintendent(s) will such transfer request be approved after July 1.

ARTICLE III – WORKING CONDITIONS

Section C – Professional Qualifications and Assignments (cont'd)

6. In keeping with the Memorandum of Understanding agreed to by the Parties on March 27, 2002, employees who are Experts-In-The-Field are provided the salary, benefits and all rights afforded to other employees represented by the Association to the extent permitted by law and rules of the Florida Department of Education.

7. All teachers have the right to volunteer to be assigned the responsibilities of Team Leader/Department Head and/or to any other supplemental assignment. The decision of who is given such assignments and what supplemental positions will be filled rest with the Principal.

Section D – Employees Who Volunteer, or Who Are Assigned during Their Planning, and/or Covering Another Employee's Assignment

Effective July 1, 2006, the Parties agree to modify the substitute program in all schools wherein employees receive compensation for working as a substitute during their planning periods in secondary schools and for assuming additional students in elementary schools. The terms of this modified PROGRAM are as follows:

1. Any employee wishing to volunteer to participate in the program shall notify his/her Principal at any time after the effective date of the program.

2. A list of volunteers will be created and maintained at each school. The list of volunteers shall be in order of seniority, i.e. length of continuous service within the bargaining unit.

3. In the event an employee is unable to secure a substitute from the substitute pool after following proper procedures to secure said substitute, volunteers will be asked to substitute on a rotating basis from the seniority list.

4. The employee shall be paid fifteen ($15) per period and twenty-five dollars ($25) per block in secondary schools each time he/she substitutes during the term of this agreement. In elementary schools a total of seventy-five dollars ($75) per day will be apportioned equitably between or among employees covering an absent employee's class in the event the employee is absent for a full day. In the event an elementary employee is absent for a half day, the apportioned amount will be thirty-seven dollars and fifty cents ($37.50).

5. Upon the recommendation of a Middle School Principal and with the approval of that Middle School's Employee Building Council (EBC), a Middle School may be considered an Elementary School for purposes of this Section of the contract and a total of seventy-five dollars ($75) per day will be apportioned equitably between or among those Middle School employees covering an absent employee's class in the event the employee is absent for a full day. In the event the Middle School employee is absent for a half day, the apportioned amount will be thirty-seven dollars and fifty cents ($37.50).

6. Any volunteer may opt out of the seniority rotation at any time or decline to accept a substitute offer. Opting out or declining an offer does not disqualify an employee from opting back in or remaining on the substitute rotation list.

Section D – Employees Who Volunteer, or Who Are Assigned during Their Planning, and/or Covering Another Employee's Assignment (cont'd)

7. In the event no volunteers are available to cover an absent employee's class(es), the Principal may utilize provisions of paragraph 8 below.

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

   b. Elementary Schools and those Middle Schools whose EBCs have approved their Principal's recommendation to be considered an Elementary School for purposes of this Section: Employees may be assigned additional students by their Principal when an employee is absent and a day-to- day substitute teacher cannot be assigned. Employees who are assigned additional students may be given compensatory time or be granted additional planning time by the Principal within a two (2) week period or at the first available opportunity, in modules of not less than thirty (30) minutes.

Section E – Responsibility of Absent Employees

1. The employee who must be absent will notify the automated substitute locator system or the Principal's designee according to the Principal's directive as soon as the need for the absence becomes known. This notice shall be given no later than one (1) hour before the beginning of the workday, except in extenuating circumstances.

2. In each school, the Principal will develop a process for securing substitutes. This process will provide that no employee shall be required to obtain his/her own substitute.

3. The employee will be responsible for the preparation of lesson plans in keeping with Article II, Section U of this Agreement. These lesson plans will set forth the daily lesson plans for the ensuing week and shall be prepared in advance of the first student day of that week. This will allow the employee the weekend and any other non-workdays immediately following a weekend to prepare such plans. The Principal may request such daily lesson plans for the ensuing week no earlier than the morning of the first student day of that week. In the event the employee is absent on the first student day of any week, the special/emergency lesson plans required in Article II, Section U may be used. Such special/emergency lesson plans will be prepared in such a way to enable a substitute to carry out the assignments with continuity in the education program.

4. It is the employee's responsibility to notify the Principal of the time of his/her return to service. If possible, notice should be given prior to the close of the school day before the employee's expected return so the substitute can be notified not to return. If an employee returns to school without providing adequate notice of his/her return, he/she will have deducted from his/her salary any loss suffered by the District for failure to notify the substitute not to report, or the employee may take a day of his/her personal leave.

ARTICLE III – WORKING CONDITIONS

Section F – School Centers

1. Distribution of School Center Procedures

   Each employee shall be provided at the beginning of the school year with a copy of the school's Teacher Handbook describing the basic operating procedures of the school. The Association will be provided with a copy each school year. It is understood that this Handbook will be provided to employees electronically via the internet during pre-school or as soon as possible after their date of employment. Subsequent changes shall be provided to employees and the Association. No such change shall violate Board Policy or the provisions of this Agreement or constitute a change in the hours, terms and conditions of employment for employees as defined by Chapter 441.

2. Class Sanctity - The Association and the Board recognize the importance of uninterrupted classroom instruction and agree that interruptions shall be kept to an absolute minimum. Except for instances in the best interest of the school, the following guidelines shall apply:

   a. Intercom announcements shall be made during homeroom periods or during other specially designated periods.

   b. Announcements to individual employees shall be placed in employee's mailboxes or made before the instructional period begins.

   c. Students will be called only by the administrative or counseling staff or for other school activities with prior approval of the Principal.

   d. Routine announcements will be distributed by daily bulletin or made during homeroom or other designated periods.

   e. Telephone calls identified as being of an emergency nature which affect the health, safety, or welfare of an employee or his/her immediate family, shall be immediately transmitted to the employee.

3. Special activities in secondary schools will be scheduled on a rotating basis or class schedules will be adjusted to ensure that the amount of time spent away from any class will not be inequitable. Exception to this procedure may be made when the procedure is impractical.

Section G – Employee Building Council (EBC)

1. Each school shall form an Employee Building Council (EBC) to be organized during the first month of the regular school year which will meet with the Principal at least once a month (September - May), unless otherwise determined by the EBC.

ARTICLE III – WORKING CONDITIONS

Section G – Employee Building Council (EBC) (cont'd)

2. a. In buildings with thirty (30) or fewer "T" bargaining unit members, the Association Faculty Representative Chairperson (Lead Representative) shall appoint three (3) Association members (including himself/herself) to the EBC.

b. In buildings with thirty-one (31) to sixty (60) "T" bargaining unit members, the Association Faculty Representative Chairperson (Lead Representative) shall appoint four (4) Association members (including himself/herself) to the EBC.

c. In buildings with sixty-one (61) or more "T" bargaining unit members, the Association Faculty Representative Chairperson (Lead Representative) shall appoint five (5) Association members (including himself/herself) to the EBC.

d. Fifty percent (50%) membership of an EBC shall be elected by secret ballot vote of all employees at that school. The number to be elected shall equal the number of Association Representatives appointed as set forth above, after said election has been conducted. The Association Faculty Representative Chairperson (Lead Representative) shall conduct the secret ballot election. All EBC members will serve by consent and the term of office shall be one (1) year.

3. The EBC shall help resolve and discuss any problems or concerns, which may result in the smoother operation of the school. If the EBC still has concerns, which it feels, were not adequately addressed by the Principal, the EBC may call for a meeting with the appropriate Regional Superintendent for further consideration and review of the problem. The EBC shall discuss and make recommendations regarding those issues when so noted in other Sections of this Agreement. No acts of retaliation shall be taken against an employee or employee serving on an EBC for exercising any rights of an EBC as set forth herein.

4. No grievances or individual issues or concerns shall be considered or discussed by the EBC. In order for an item to be placed on the Agenda, the concern must be of a nature that affects bargaining unit employees.

5. An EBC cannot alter, change or set aside any provision of this Agreement.

6. The EBC shall elect a Chairperson at its first meeting each school year. The Council Chairperson shall prepare an agenda prior to each subsequent EBC meeting and provide same to the Principal at least four (4) days prior to the meeting. The Principal shall provide each employee with a copy of the agenda no later than two (2) days prior to the next scheduled Council meeting. The Chairperson shall record the business of each meeting and shall make a written report of such business to the employees and Principal in that building.

ARTICLE III – WORKING CONDITIONS

Section G – Employee Building Council (EBC) (cont'd)

7. Each "T-Bargaining" unit member assigned to that building and the Principal shall have the right to have matters placed on the EBC agenda and shall have the right to speak to the EBC on an item which the employee has initiated unless a majority of the Council votes to limit discussion. The Council's meetings shall be open to all employees in the building and to the officers and staff of the Association.

8. Examples of areas of concern an EBC may wish to consider include, but are not limited to: budget, curriculum, textbooks, distribution of materials and supplies, assignment of duties, staffing, staff development, discipline and parent visitation.

9. Employees not specifically assigned to a building, may form an EBC in keeping with provisions stated above. Any problems with establishing an EBC will be referred to the Association and to the Chief of Human Resources for resolution. Any problem unresolved after such referral, may be submitted to the grievance procedure of this Agreement beginning at STEP TWO.

10. Unless otherwise specified in this agreement, any vote of the faculty that is to be conducted by the EBC must be carried by at least 51% of the faculty voting to be considered approved.

Section H – Releasing Students from School

Employees shall not release a student from the school without written authorization of the Principal.

Section I – Prohibitions of Leaving Money at School after Hours

1. The Principal shall make provisions for funds collected during the school day and for establishing the time during the day such funds normally are to be turned-in. Funds turned-in according to the established time are the responsibility of the school. The Principal also shall make provisions for funds collected after the established time so these funds can be placed in the night depository of the school's bank or otherwise secured at the school per school procedures. When designated by the Principal, sponsors of activities or any individual employee shall place funds collected after the established time in the night depository of the school's bank or they will be otherwise secured at the school per school procedures. Funds are not to be taken home. Employees charged with the responsibility of depositing funds in the night depository of the school's bank shall be reimbursed mileage at the rate provided elsewhere in this Agreement.

2. Except in extenuating or unusual circumstances, employees who do not adhere to the above requirements shall be financially responsible for such funds unless determined otherwise by the Principal.

ARTICLE III – WORKING CONDITIONS

Section J – Itinerant Employees

In arranging schedules for employees who are assigned to more than one (1) school, an effort shall be made to limit the amount of inter-school travel. Such employees shall be notified of any changes in their schedules two (2) days prior to such changes except in emergency situations. Such inter-school travel will be authorized for reimbursement pursuant to Article II, Section N (2) of this Agreement.

Section K – Staff Development In-Service Training

1. In compliance with the law, a staff development program for employees will be provided each year by the Board.

2. The purpose of a staff development program is to improve the quality of instruction in the schools and expand the qualifications of employees, and to provide employees alternative ways to update their certification. To this end, the District will give consideration to providing pre- recorded courses of study to allow employees the opportunity to expand their qualifications.

3. The Association shall provide input through the Professional Development Advisory Committee (PDAC). The Association shall have the right to appoint the same number of Representatives to the Committee as appointed by the District.

4. The District will make an effort to recognize in District on-line and other publications, employees who receive county, state or national juried awards. It shall be the responsibility of the employee recipient to notify the District's Office of Public Affairs of said award(s).

Section L – Paychecks

1. Unless the District and the Association agree otherwise, each employee shall be provided the option of receiving his/her paychecks in one of the following two (2) ways:

   Pay Plan A

   The employee will be paid in twenty-six (26) equal installments to be 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 date the District is closed, that paycheck will be electronically deposited no later than the Friday the District is closed unless that Friday is a banking holiday. In such cases, the paycheck will be electronically deposited no later than on the last preceding banking day. Both the Association and the District encourage all employees to take advantage of the electronic deposit of their paychecks. The District's Payroll Office will work with employees who do not have an account at a financial institution to establish an account(s) with the Credit Union. Current employees electing not to sign-up for the electronic deposit of their paychecks, will be paid by an alternative method determined by the District.

ARTICLE III – WORKING CONDITIONS

Section L – Paychecks (cont'd)

Pay Plan B

1. The employee will be paid in twenty-two (22) equal installments to be 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 day the District is closed, that paycheck will be electronically deposited no later than the Friday the District is closed unless that Friday is a banking holiday. In such cases, the paycheck will be electronically deposited no later than on the last preceding banking day. Both the Association and the District encourage all employees to take advantage of the electronic deposit of their paychecks. The District's Payroll Office will work with the employees who do not have an account at a financial institution to establish an account(s) with the Credit Union. Current employees electing not to sign-up for the electronic deposit of their paychecks will be paid by an alternative method determined by the District.

2. Employees who do not begin their employment with the District as regular instructional employees or who do not begin their regular employment at the beginning of a contract year will receive their checks according to Pay Plan A (26 pays) for that contract year except in a fewer number of checks as determined by the District depending on when they become a regular instructional employees during that contract year.

3. Employees remain on such plan (either Pay Plan A or Pay Plan B) until the District receives a written notice of a change in plans. Any written notice of a change in plans received on or before July 10 will be honored at the beginning of the next school year. Employees who have signed-up for electronic deposit shall remain on this method of payment. A schedule of summer pay dates for summer work shall be posted on the District's website if these summer pay dates differ from the regular every two- week payment schedule for that year.

4. In order to further streamline and improve the District's payroll practices, the Parties agree that the District has implemented a paperless payroll system for all current and new employees. Under such a paperless payroll system employees will not receive a paper pay stub, but will be able to access payroll stub and other payroll information and records by going on-line to the District's website and after entering their user name and personal password, be able to view and retrieve their individual payroll information, including their W-2 forms, as well as to view and make some payroll changes to the employee's Federal W-4 Form and to make address corrections\updates.

5. The Association is invited to appoint three (3) 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 representative(s) will be provided a TDE at District expense to attend meetings of this Advisory Committee when such meetings are scheduled during regular duty hours.

ARTICLE III – WORKING CONDITIONS

Section L – Paychecks (cont'd)

6. SPECIAL PROVISIONS AND EXCEPTIONS
   To the extent that such pay policy is legally and technologically possible, the Parties agree to the elimination of any bridge pay or gap between bi-weekly paychecks from one contract year to another for all continuing employees on the 26 Pay Plan.

Section M – Duty-Free Lunch

Effective with the beginning of the 2010-2011 school year, all employees shall have a duty-free lunch period scheduled each regular student attendance day, as defined in Article III, Section B 4 (a) of this Agreement. Such duty-free lunch period shall be no less than thirty (30) continuous minutes. While no duties will be assigned during this lunch period, an interruption of this lunch period for a fire drill or an emergency such as an evacuation or a lock down will not be considered a violation of this provision. This list is not inclusive of all situations that could interrupt said lunch period. In the event a school cannot provide a 30-minute duty-free lunch period for each employee as provided above, the issue will be brought to the attention of the respective Regional Superintendent for final resolution.

Section N – Extra Duty Assignment

Employees will not be assigned to extra duty assignment(s) in conflict with previously assigned duties.

Section O – Substitute and Interim Employees

1. Permanent Substitute Employees who are properly certificated for regular T-Bargaining Unit Positions will be placed in said position effective with the beginning of the 1995-96 School Year and will no longer be considered Permanent Substitute Employees.
   a. Permanent Substitute Employees who are not properly certificated for regular T- Bargaining Unit Positions shall remain employees of the District, but will be phased out by attrition or for cause as outlined in Article II, Section M of this Agreement unless otherwise agreed to by the Parties. Notwithstanding any other provisions of this Agreement, effective June 30, 2011, Permanent Substitute Employees may be assigned and reassigned to schools where the District determines they are most needed. Such employees are subject to the Lay-Off/Call-Back procedures set forth in Article IV, Section H of this Agreement. This cadre of employees shall be provided the following effective June 30, 2011, unless otherwise noted below:

      (i) The work year for Permanent Substitute Employees shall be 182 days, plus 6 paid holidays, for a total of 188 days. Permanent Substitutes shall be paid in accordance with Appendix E of this Agreement. The teacher payday schedule shall apply to Permanent Substitutes.

      (ii) The workday for Permanent Substitutes shall be seven and one-half (7 ½) hours per day, including a duty-free continuous lunch period of no less than thirty (30) minutes each workday.

      (iii) Permanent Substitutes are classified as non-instructional employees and will not receive increments for experience, nor will service as a Permanent Substitute be counted toward professional service contract eligibility. Sick leave shall be earned in the same manner as non-instructional personnel.

(iv) Permanent Substitute Employees will be provided paid personal leave as set forth in this Agreement.

(v) When an employee is absent, the Principal shall utilize the Permanent Substitute first, before seeking other substitutes or other employees to fill-in for an absent employee. Only when a Permanent Substitute Employee is not filling-in for an absent employee, will the Permanent Substitute be assigned to perform other duties as directed by the Principal.

(vi) If required by law, Permanent Substitutes will be evaluated as set forth in this Agreement.

(vii) Permanent Substitute Employees who work or reside in the Glades Area shall receive one-half the supplement provided to instructional personnel as set forth in this Agreement.

(viii) Permanent Substitute Employees will be provided Medical, Dental, Vision, Disability and Life Insurance coverage the same as other employees as set forth in Article VIII, Section H of this Agreement.

2. Interim Employees are properly certificated for regular T-Bargaining Unit Positions.

a. An interim employee is an employee who is filling-in for a regular contract employee who is on a long-term approved leave of absence or who is otherwise employed as an interim employee in keeping with Article IV, Section B (1) of this Agreement.

b. An interim employee shall receive pay pursuant to Appendix A of this Agreement.

c. Interim employees shall not have the right to transfer and may be released from their employment with seventy- two (72) hours advance written notice.

d. If an interim employee is later employed as a regular contract employee, he/she shall no longer be considered interim and then must complete his/her initial probationary annual contract as a regular employee. A regular employee shall not be returned to interim status.

e. Interim employees who have satisfactorily fulfilled their responsibilities, as determined by their Principals/Directors, and to the extent possible in keeping with other provisions of this Agreement will be given first consideration when filling T-bargaining unit vacancies for which they are certified should they apply for such vacancies.

ARTICLE III – WORKING CONDITIONS

Section P – Secondary (Middle, High, Vocational, Alternative, Special) School Scheduling

1. Except as provided for in paragraphs 2, 7 e and/or 8 below, employees in middle, high, vocational, alternative and/or special schools shall not be assigned to more than five (5) periods per day as set forth in #4 below or a modified schedule as voted on by the faculty as outlined in paragraph 7 sub-paragraphs a, b, c and/or d of this Section.

2. An assignment of an employee in any such secondary school for a sixth period should be by mutual agreement of the employee and the Principal. However, in the event a volunteer is not available, the Principal reserves the right to assign an employee an additional period (see #5a below).

3. The length of the class period in a secondary school shall not be less than fifty (50) minutes nor more than 55 minutes or the length of a period in a modified schedule as voted on by the faculty as outlined in paragraph 7 of this Section.

4. The regular daily schedule of each secondary employee shall consist of no more than five (5) assigned periods within the seven (7) period instructional day for students or a modified schedule as voted on by the faculty as outlined in paragraph 7 of this Section. Of the remaining two (2) periods, one (1) shall be assigned for purposes of planning, in accordance with Article III, B, 4. The second period shall be used for planning and other work related non-instructional activities of the employee; when necessary such activities may include assigned school operation responsibilities which were traditionally managed before, during or after the student day. Such assignments shall be equitably distributed to the extent practical to employees not assigned to instruct an Additional Period per paragraph 2 above.

5. a. Employees in middle, high, vocational, alternative and/or special schools who are assigned to teach an additional period shall be compensated according to Appendix D. Should an employee work less than the entire year, the supplement will be prorated for the amount worked.

   b. In compliance with Article III, B, 4, secondary (middle, high, vocational, alternative, special) school employees such as counselors, media specialists, occupational specialists and other non-regular classroom employees in each secondary school will develop in cooperation with their Department Chair (or Team Leader where a Department Chair is not a position in the school) a schedule which allocates planning time to such employees consistent with the amount of planning time classroom teachers are scheduled in that school on a daily basis.

   c. In those instances where either the Principal or such employee described in (b) above believes that scheduling and planning time is not feasible due to the workload assigned the employee, at the request of the employee a meeting will be held between the Principal and the employee. If the Principal and the employee agree that the workload assigned the employee is such that the assigning of planning time does not allow the employee sufficient time during his/her workday to meet the need of students, other teachers and parents, an additional period supplement will be awarded to the employee as set forth in (a) above.

d. If an agreement per paragraph c above cannot be reached between the Principal and such employee, the employee may take the issue to the Employee Building Council (EBC) at that school for review and recommendations to the Principal.

e. If a satisfactory solution per paragraph d above cannot be reached at the school level, the EBC may submit the matter to Regional Superintendent to review and resolve the matter.

f. Planning time is defined as non-student contact time during which such employees will not be assigned specific responsibilities or duties except as provided in Article III, D of this Agreement. Departmental or team planning will not be considered a violation of this provision. Planning time is also defined as being somewhat different in nature from a classroom teacher's planning time. For example, a classroom teacher may elect to use planning time to grade papers while a counselor may choose to review a student's records and a media specialist might review material orders during their planning time.

6. Vocational instructors assigned to teaching duties for six (6) hours per day shall be entitled to an Additional Period supplement for instructing students that sixth hour.

7. a. In the event the administration wishes to modify scheduling, the building Principal will propose such scheduling modifications to his/her respective Employee Building Council (EBC) which will conduct a secret ballot vote of all employees covered by this Agreement who are assigned to that school. In the event the school does not have an EBC, the Lead CTA Representative at that school will be asked to form an EBC so that it may conduct the secret ballot vote; and in the event there is no CTA Lead Representative at the school, The President of CTA will be asked by the Principal in writing (with a copy to the District's Department of Labor Relations) to conduct the secret ballot vote within twenty (20) teacher workdays of notification by the Principal. If the CTA Lead Representative and/or CTA fail to conduct the secret ballot vote twenty (20) teacher workdays of written notification to the CTA President, the Department Chairs will conduct the secret ballot vote. Such employees may vote to adopt the proposed scheduling modifications or to reject the proposed modifications. If adopted, the duration of such adopted scheduling modifications shall be no longer than the end of the first full school year after the modifications were approved.

b. If the administration wishes to extend the adopted scheduling modifications beyond this time period, another vote must be taken as set forth above. If adopted during this second vote, the extension of the adopted scheduling modifications shall be no longer than the end of the following full school year. If the vote to extend the adopted schedule modifications for a second **f**ull school year is rejected, the schedule will revert to a seven (7) period schedule at a High, Vocational, Alternative or Special School or the schedule will automatically revert to a six (6) period schedule at a Middle School at the beginning of the following school year, unless a different modified schedule is proposed by the Principal and adopted as set forth above. If the principal does not wish to extend the adopted scheduling modifications beyond the initial full school year or beyond the following full school year, the modified schedule will revert to a seven (7) period schedule at a High, Vocational, Alternative or Special School, or the schedule will revert to a six (6) period schedule at a Middle School at the beginning of the following school year.

ARTICLE III – WORKING CONDITIONS

Section P – Secondary (Middle, High, Vocational, Alternative, Special) School Scheduling

c. If the administration wishes to extend the adopted scheduling modifications beyond two school years, a third and final vote must be taken as set forth above. If adopted during this third and final vote, these adopted scheduling modifications no longer are subject to additional votes in order for it to be maintained.

d. Nothing herein shall limit the Principal at any time from proposing a change to or a different modified schedule provided such schedule is proposed to the EBC or as otherwise provided in subparagraph (a) above. Such proposed change or proposal for a different modified schedule is subject to provisions of subparagraphs a, b, and c above.

e. Notwithstanding the above provisions, the District may take action to establish an eight (8) period instructional schedule or a four by four (4 x 4) block or modified block instructional schedule at a High, Vocational, Alternative or Special School, or to establish a seven (7) period instructional schedule at a Middle School that is categorized as being "Priority", "Prevent", or "Focus" School after giving notice to the Association and the school's instructional staff that the District has elected to establish this schedule.

f. When a new secondary school opens, the school's initial schedule is determined by the school's Principal. Thereafter, any modifications to that schedule must comply with the provisions in paragraphs 7. a, b, c, d, or e above.

g. The Board will have unilateral authority to adopt a secondary school schedule other than the seven (7)-period day schedule. In the event the Board adopts a different secondary schedule, the procedures set forth in paragraph 7 above will be the procedure used by the administration in the event the administration wishes to modify whatever new schedule the Board may adopt on a secondary school by secondary school basis. Further, the Board agrees to negotiate with the Association the impact on the Association's bargaining unit members' terms and conditions of employment of any Board adopted change to the seven (7)-period day. To effect these impact negotiations, the Board will notify the Association at least sixty (60) days in advance of the date the Board makes effective any change from the seven (7)-period secondary schedule. The Association will have the right to negotiate the impact of the new schedule and to renegotiate paragraph 4 above so it complies with the new secondary schedule adopted by the Board.

Section Q – Smoke Free Environment

In keeping with Florida Law and School Board Policy 7.19, effective July 1, 2012, all District facilities are tobacco-free. The use of the following tobacco products is prohibited: Lighted cigarettes, unlighted cigarettes, electronic cigarettes (including vapor cigarettes), cigars, clove cigarettes, blunts, bidis, pipes, hookah, chewing tobacco, snuff and any other items containing or reasonably resembling tobacco or tobacco products. As used herein, "District facilities" include, but are not limited to any building, facility, or vehicle owned, leased or rented by the District. It includes all school grounds and property, all schools, District/administrative offices, athletic fields, practice fields, playgrounds, maintenance and transportation areas, parking lots and in private vehicles while parked or being operated on District property.

ARTICLE III – WORKING CONDITIONS

Section R – Association Representation

With the concurrence of the Association on an individual case by case basis, an employee shall be entitled, upon his/her request, to have present an Association representative of his/her choice when the employee so requests in the event said employee is to have any kind of meeting with a school administrator, a school police officer or agent thereof which, in the opinion of the employee, may lead to some form of discipline being taken against the employee. The request for the presence of a representative of the Association shall not delay such proceedings for more than two (2) days unless in the judgment of the Principal an emergency exists which requires prompt attention. In cases of an emergency, the meeting will be delayed two (2) hours while attempts are made to secure the presence of an Association staff person to represent the employee. If an Association staff person cannot be secured within such two-hour period, the Association Faculty Representative for the school will be present at the emergency meeting to act as the employee's representative.

Section S – Discretionary Funds for Supplies/Equipment

Funds designated to reimburse employees for expenditures for supplies will be allocated by the schools from their regular supply budgets. Principals will have the sole responsibility for determining how much will be allocated for this purpose. Allocations are to be made on an employee-by-employee basis.

Employees may voluntarily pool their individual allocations or portions of their allocations to make joint purchases, but each employee in a pool must agree to the joint purchase before any part of his/her allocation can be expended.

Allocated funds not expended by the last day of school before Spring Break of any fiscal year will revert back to a school's regular supply budget and the Principal may expend such supply funds at his/her discretion during the balance of that fiscal year. No unexpended funds will be carried over from one (1) fiscal year to the next fiscal year.

Reimbursement requests shall be made to the Principal. The request should include a detailed description of the purchase and should be accompanied by an original invoice, receipt or register tape. In order to avoid confusion and delay, employees should not commingle reimbursable and personal purchases on the same invoice, receipt or register tape. Sales taxes will not be reimbursable; therefore, employees should provide vendors with the District's sales tax exemption certificate number. However, since the sale will be to an employee rather than directly to the District, employees should be aware that vendors may not waive the charging of sales taxes.

Reimbursement of employee purchases will be made from the school's petty cash funds. Schools will accumulate reimbursement requests and forward them to Finance for replenishment of their petty cash funds in accordance with established procedures governing petty cash. Amounts reimbursed to employees will be charged against the supply budget indicated by the school on the replenishment request.

The EBC should be given the opportunity to comment on the allocation amount before it is finalized and announced to the building's employees. Employees are to be informed of their individual allocation amount at the time that the procedure is announced to them.

ARTICLE III – WORKING CONDITIONS

Section T – Out of Building Radio Communications

Any employee required to conduct a class out-of-doors will be provided with a walkie-talkie if requested by said employee.

All other employees who voluntarily conduct classes outside will be provided a walkie-talkie upon request if available at the school.

ARTICLE IV – VACANCIES, TRANSFERES UATs, LAY-OFF/CALL-BACKS AND EMPLOYMENT CONTRACTS

Section A – Placement Priority Classifications

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

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

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

Section B – Posting and Filling

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

2. Unless specifically set forth otherwise in this Agreement, all bargaining unit vacancies will be posted as they occur and such posting shall be made on the School District's website. During the "voluntary transfer period" all known vacancies for the following year will be posted. This includes any position occupied by a day-to-day substitute who is filling a vacancy during the last forty-five (45) teacher contract days or any position occupied by an interim employee who is not filling-in for a regular employee or who is filling-in for a regular employee who has been on an approved leave of absence for more than twelve (12) months.

ARTICLE IV – VACANCIES, TRANSFERS, UATs LAY-OFFS/CALL-BACKS AND EMPLOYMENT CONTRACTS

Section C – Voluntary Transfer Period

1. The "Voluntary Transfer Period" shall begin the first teacher working day of the second semester each school year and end when the regular Unit Adjustment Transfer Placement Period begins. Vacancies for the following school year posted as late as the last day of the Voluntary Transfer Period will be considered posted within such period and all of the following provisions which apply to the filling of vacancies by current employees during the voluntary transfer period shall apply with the understanding that new hires and interim employees may be employed during the voluntary transfer period to fill vacancies for the current school year and to fill vacancies for the following school year, except for the month of January during which only current eligible employees will be considered to fill posted vacancies for the following school year.

2. Filling vacancies with current employees during the voluntary transfer period are subject to the following:

    a. a vacancy exists and is posted for the following school year

    b. the vacancy is in the applying employee's area of certification, if applicable

    c. the applying teacher is in at least his/her third year of employment with the District, or has completed probation at the time of the transfer and is transferring into a Priority Support School, as defined by the District each school year with input from the Association, from a non-Priority Support School.

    d. a transfer request packet (see Appendix K) will have been submitted to the Principal/Director at the school/department to which a transfer is being requested, or when available in the future, will be electronically submitted

    e. a separate transfer request packet must be submitted for each transfer request

    f. applications are considered timely if postmarked or received electronically no later than seven (7) days after such vacancy is posted

    g. the Principal/Director at the school/department accepting applications shall review and screen applicants and is required to interview a minimum of three (3) applicants, if that number applied, who are properly certificated, and who have made a timely application. Two (2) of those to be interviewed shall be the most senior applicants meeting the above requirements. Notwithstanding these provisions, a Principal/Director may elect not to interview any applicant if the applicant's most recent annual evaluation rating is neither "effective" nor "highly effective". (The Parties agree that should provisions of Fla. Stat. §1012.28(6) be repealed or found void by a court of competent jurisdiction, the previous sentence beginning with "Notwithstanding these provisions . . . [through] . . . nor highly effective" will be void and considered repealed.) Nothing herein shall prohibit the District from employing a new hire or an interim to fill a vacancy posted during the Voluntary Transfer Period, except for the month of January during which only current eligible employees will be considered to fill posted vacancies for the following school year.

Section C – Voluntary Transfer Period (cont'd)

3. In order to receive active consideration, an employee must reapply for a transfer each time a particular vacancy is posted.

4. Voluntary transfers may be made outside the voluntary transfer period provided both Principal and Regional Superintendent approve each transfer, and provided the employee is in at least his/her third year of employment within the District.

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

Section D – Notification of Transfer Requests and Exceptions

1. All interviewed transfer applicants who seek a particular position shall be notified personally or in writing, by phone or via District email when the position is filled.

2. The Parties agree that circumstances may arise in the resolution of a grievance or of a labor- management dispute when an employee will be placed in a position through mutual agreement of the Parties. In such cases, the procedures in Sections A through F of this Article shall not apply.

Section E – Unit Adjustment Transfer (UAT) Procedures

1. Voluntary transfers will be permitted and encouraged whenever possible as set forth in Section C above. However, when a school loses a unit and therefore must identify an employee to be transferred to another school, the least senior employee in the affected school (Seniority shall be determined as District-wide as defined in Article I, Section A, 16) in the certification area that is losing a unit shall be declared the employee to be Unit Adjustment Transferred unless one or more of the following exceptions apply.

   Exceptions:

   a. most recent annual evaluation volunteers to be transferred to another school, thus eliminating the need to transfer the least senior employee. In such cases, the volunteering employee with more seniority will be Unit Adjustment Transferred, but only if the least senior employee is properly certified and can take over the instructional assignments of the volunteering more senior employee.

Section E – Unit Adjustment Transfer (UAT) Procedures (cont'd)

b. Employees with properly documented performance problems from the present year or employees who are on a CTES District Assistance Plan, or who did not receive an evaluation rating on his/her most recent annual evaluation of "effective" or "highly effective" will not be subject to these UAT procedures and shall not be Unit Adjustment Transferred.

c. When a department at a secondary school is overstaffed, the least senior employee in that department is identified as a UAT unless said employee has multiple areas of certification and can displace the least senior employee in another department within the school. In such cases, the displaced least senior employee will be Unit Adjustment Transferred unless he/she is not subject to these UAT Procedures per subparagraph b above.

d. Notwithstanding the above provisions, employees holding the following positions during the school year prior to the year during which Unit Adjustment Transfer actually occurs (or the current school year if the UAT is taking place during a school year) may or may not be considered by the Principal to be subject to these UAT procedures as further delineated below with the understanding that any employee in any of these positions may voluntarily UAT themselves in keeping with the provisions in paragraph a above. Employees in any of the positions listed below in 1 through 6 may or may not be determined to be subject to being Unit Adjustment Transferred as determined by the Principal. Employees in any of the positions listed in 7 through 9 will not be subjected to being involuntarily Unit Adjustment Transferred.

(1) Ten (10) High School Head Coaches selected by each respective High School Principal.

(2) High School Athletic Directors.

(3) High School Directors of Band and/or Chorale/Chorus.

(4) High School Advisors of Yearbook and/or Newspaper.

(5) High School Coaches of Drama and/or Debate.

(6) Employees who have received additional formal training within the District to teach in specific special programs (Montessori and International Baccalaureate, etc.) provided they are teaching in those special programs.

(7) The School's Lead Association Faculty representative as annually designated by the Association President. This Lead Association Faculty Representative will not be subject to a Unit Adjustment Transfer unless he/she is the only employee at that school who is assigned to an area that is losing a unit.

(8) Each High School Principal may make one (1) exception in addition to those exceptions listed above.

(9) Any additions to the above list of exceptions must be mutually agreed upon by the
Association's and the Superintendent's representatives/designees.

e. The Parties agree that as used above in (a) and (b), the terms "Highly Effective" and "Effective" shall automatically be amended to become "Satisfactory" should Fla Stat §1012.34(2)(e) be repealed or found void by a court of competent jurisdiction unless the Parties agree to continue to use these terms.

2. GENERAL PROVISIONS FOR THE UNIT ADJUSTMENT TRANSFER PROCEDURE

a. Notified UAT'd employees who are unsuccessful in obtaining a transfer during the voluntary transfer period shall be transferred to a position in keeping with Article IV, Section E 4 of this Agreement.

b. A UAT'd employee who is assigned to a supplemental duty at a school will be permitted to continue to be assigned to said supplemental duty with the agreement of the employee and the sending and receiving Principals.

c. Principals must electronically submit to the Director of Recruitment & Retention a "UAT Justification" on a form that lists the names of those employees who are being Unit Adjustment Transferred from their schools and the reason they were selected to be UAT'd. In addition, each Regional Superintendent is to be electronically provided these completed forms for review, before employees are officially notified of their UAT status.

d. If a UAT'd employee has performance concerns as properly documented via the Instructional Performance Evaluation procedures of the District at the receiving school within the first year, the next academic year the employee will be returned to the Principal who UAT'd that employee, if possible. *****

*NOTE: Situations such as the retirement of the Principal or the Principal no longer holds the position of Principal may not permit this return.

3. If a UAT occurs, the following will occur as early in the voluntary transfer period as possible.

a. All provisions of Section F, 1 (a) of this Article will have been implemented and completed if a new school is opening.

b. All provisions of Section F, 2 of this Article will have been implemented and completed if a school is becoming a new magnet school.

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

Section E – Unit Adjustment Transfer (UAT) Procedures (cont'd)

4. UNIT ADJUSTMENT TRANSFER (UAT) PROCEDURE

a. As early as possible in the second semester of each school year, the District will notify employees who will be subject to the regular UAT process. Notwithstanding Section C 2 c above, any employee so notified will be immediately eligible to apply for a voluntary transfer as set forth herein regardless of their years of service in the District or contract status. In addition, any employee so notified who is unsuccessful in obtaining a voluntary transfer will be provided a TDE upon written request to attend any District-sponsored Teacher Job Fair that may be conducted during the regular school day prior to the regular UAT placement period. The regular UAT placement period for the following school year will begin each school year on the 6th working day of May and will end after the 13th working day in May. (A change in these dates may be accomplished with the mutual written agreement of the Superintendent or designee and the Association President or Executive Director.) During this regular UAT placement period, the District shall freeze all new instructional employee hiring. It is understood that additional UATs may need to occur at other times during the year. When such additional UATs occur, the Association will be informed in advance and notwithstanding other provisions to the contrary, the placement of those employees who are UAT'd will be made to the extent possible to vacancies within the same Area of their current school assignment, if applicable, unless the affected employee is eligible and applies for a Hardship Transfer as follows. Before UAT placements are made, the eligible employee must notify the Director of Recruitment & Retention in writing that he/she wishes to be placed in another Area and is applying for a Hardship Transfer as provided above. If the Hardship Transfer is approved, the employee will be considered "placed" and will have no further placement rights under the UAT placement procedures. If the Hardship Transfer is not approved, the employee will be placed as provided by these UAT placement procedures.

b. At the beginning of the regular UAT Placement Period and as provided in Section B 2 above, all known school vacancies for the next school year will be posted online for UAT employees to view who have not been successful in obtaining a transfer during the voluntary transfer period. New schools need only post one-third (1/3) of their T-bargaining unit vacancies for this procedure.

c. All remaining unplaced UAT'd employees who are employed for the next school year, will be placed on a separate list according to their seniority.

d. All UAT'd employees who are or will be employed under a Professional Service or Continuing Contract or who have three (3) or more years of seniority will be listed according to seniority as defined in Article I, Section A of this Agreement.

e. Each UAT'd employee who is employed under a Professional Service Contract or Continuing Contract or who has three (3) or more years of seniority shall be electronically provided with an Instructional Placement Preference (IPP) Form for the employee to identify four (4) schools having a vacancy in the employee's area(s) of certification and who otherwise meets the posted qualifications for the vacancy, i.e., International Baccalaureate, Montessori, Dual Language, et. al., (Number 1 is the employee's first choice, number 2 is the employee's second choice, number 3 is the employee's third choice, and number 4 is the employee's fourth choice). Schools vacancies considered for placement shall only be those identified in (b) above.

Section E – Unit Adjustment Transfer (UAT) Procedures (cont'd)

f. The completed and signed IPP form must be returned electronically to the Department of Recruitment & Retention as soon as possible, but no later than four (4) teacher workdays commencing with the first day of the regular UAT placement period.

g. The Department of Recruitment & Retention will categorize the completed and signed IPP forms that are returned by seniority as defined in Article I, Section A 16 of this Agreement.

h. Regional Superintendents, Principals or their respective designees along with Recruitment & Retention personnel will determine in which of the four (4) school preferences the UAT'd employee will be placed**,** provided a vacancy in one of the four (4) preferences remains vacant.

i. In the event all of the UAT'd employee's listed IPP vacancies have been filled or the school has already taken its quota of UAT'd employees as set forth in paragraph 1 below (and the Principal has elected not to take any additional UATs above this quota), the remaining unplaced UAT'd employees will be placed in vacant positions in accordance with their seniority as defined in Article I, Section A 16 of this Agreement. Thereafter, all UAT'd employees with less than three (3) years of seniority will then be placed in accordance with their seniority.

j. UAT'd employees placed under provisions in subsection (h) above will be placed no later than the last teacher workday of the school year.

k. The Department of Recruitment & Retention shall strive to place/assign all remaining UAT'd employees within fifteen (15) days after the last teacher workday of the school year. It is understood that in certain cases, it may take longer than fifteen (15) days to place/assign some UAT'd employees. When making such placements/assignments, Recruitment & Retention shall strive to consider the wishes of the affected unplaced employee.

l. Depending on the number of teaching units at a school, UAT'd employees will be placed as follows:

- 0-50 teaching units no more than two (2) UAT'd employees will be placed
- 51-75 teaching units no more than three (3) UAT'd employees will be placed
- 76-100 teaching units no more than four (4) UAT'd employees will be placed
- 101-150 teaching units no more than five (5) UAT'd employees will be placed
- 151 and over no more than six (6) UAT'd employees will be placed

A Principal, at his/her discretion, may exceed the above number of placements at his/her school.

ARTICLE IV – VACANCIES, TRANSFERS, UATs LAY-OFFS/CALL-BACKS AND EMPLOYMENT CONTRACTS

Section F – New Schools and "Magnet Schools"

1. When a new school opens at the beginning of the school year, the bargaining unit vacancies in that new school will be filled as follows:

   a. First, one-third (1/3) of the vacancies will be listed, published and distributed to all bargaining unit members assigned to schools which will be giving up students to the new school. The posting shall include information that the vacancy is at a specific new school to be opened, the date of said opening and that this posting is to fill one-third (1/3) of the bargaining unit vacancies at this new school. Bargaining unit members assigned to schools which will be giving up students to the new school may apply for such positions with the clear understanding that the decision of who is interviewed and who is selected is at the sole determination of the Principal of the new school provided that the new Principal fills one-third (1/3) of his/her bargaining unit vacancies from bargaining unit members assigned to schools which will be giving up students to the new school when it opens.

   b. Second, the next one-third (1/3) of the bargaining unit vacancies at the new school will be posted during the voluntary transfer period. Employees may apply for such vacancies in keeping with Section C of this Article.

   c. Finally, the last one-third (1/3) of the bargaining unit vacancies will be filled by employees during the Voluntary Transfer Period set forth in Section C of this Article, the Unit Adjustment Transfer (UAT) Placement procedure set forth in Section E, 4 of this Article, or external applicants. Any employee(s), identified as a UAT teacher and has not secured a position during the Voluntary Transfer Period, will be placed in remaining vacancies that have not been offered at these schools prior to offering any position(s) to any external applicant or employee outside of the bargaining unit. It is understood that eligibility for a vacancy includes the ability to meet specific needs, such as supplemental assignments for designated positions.

   d. Nothing in this subsection shall prohibit a Principal of a new school from filling department head/chair vacancies prior to, during or after the UAT Placement, provided that the number of department head/chair vacancies so filled that are not in accordance with (a) or (b) will count against the number of vacancies in (c) above.

   e. When a new school opens at a time other than the beginning of the school year, and staffing has not occurred through the procedures outlined herein, the Parties shall meet and work collaboratively to develop procedures for staffing.

2. If a school is going to become a "magnet school," those employees not wishing to remain at that school shall be considered a UAT and shall be treated like any other UAT employee, except the Principal of the new magnet school shall be required to retain forty percent (40%) of the current staff from among current staff who volunteer and are accepted to remain assigned at the new magnet school. If less than forty percent (40%) volunteer and are accepted to remain, then the Principal shall freely select those who shall be required to remain. Those involuntarily remaining may exercise their option for a voluntary transfer during the voluntary transfer period. If more than forty percent (40%) express an interest in remaining, the Principal is free to retain them or such portion of them that meets forty percent (40%). In addition, affected employees who become a UAT from that school who still wish to remain at that school may apply for vacancies posted for that school as set forth below.

Section F – New Schools and "Magnet Schools" (cont'd)

a. Notwithstanding Section B of this Article, vacancies posted when a school is going to become a new magnet school shall include the information that the vacancy is at a specific new magnet school. Employees may apply for such vacancies with the clear understanding that for the first year of the existence of the new magnet school the decision of who is interviewed and who is selected to fill these vacancies is at the sole determination of the administration. Otherwise, the selection process shall follow provisions of Sections C, and then E, 4 of this Article.

b. After a new magnet school has been in place for at least seven (7) months, but not more than one (1) year, any employee assigned to that school may voluntarily participate in the UAT Procedure. The District will notify in writing employees assigned to a new magnet school of their right to voluntarily transfer themselves under provisions of this paragraph. These employees also will be informed of the date of the UAT Placement Procedure as a part of this written notification which shall be delivered to said employees at least ten

c. (10) days prior to the date the IPP must be returned to Instructional Employment Services. Such employees will have five (5) days after receipt of this written notification to exercise their right to participate in the UAT Procedure by providing written notice to the Director of the Department of Recruitment and Retention that they are voluntarily participating in the UAT Procedure.

3. It is understood that under 2 above, employees on a District assistance plan shall be placed as determined by the administration.

Section G – Involuntary Transfers

When an involuntary transfer is required, the administration shall provide assistance in finding an appropriate new position. The administration shall provide affected employees with a copy of all school- based T-bargaining unit employee vacancies. Also, each employee shall provide the Director of Recruitment & Retention with a list of three (3) schools in the District to which he/she prefers to be transferred. Only if no vacant positions exist at any of these three (3) listed schools, shall the employee be involuntarily transferred to another vacant position unless the Principal exercises his/her right to refuse such employee pursuant to Fla. Stat. §1012.28(6) that allows the Principal to refuse the placement or transfer of instructional personnel to his/her school unless the instructional employee's most recent annual evaluation rating was "effective" or "highly effective". In such instances, the affected employee will be required to list three (3) different schools and the process will be repeated twice (for a total of three times) until the affected teacher is placed/transferred to a different school in a position for which he/she is certified. If no placement is found for the employee after three (3) attempts, the affected employee will be placed as determined by the administration. The administration shall give consideration to the wishes of the affected employee when placing the employee in a vacant position.

(The Parties agree that should provisions of Fla. Stat. §1012.28(6) be repealed or found void by a court of competent jurisdiction, the language of this Section beginning with "unless the Principal exercises . . . [through] . . . determined by the administration" will be void and considered repealed.)

ARTICLE IV – VACANCIES, TRANSFERS, UATs LAY-OFFS/CALL-BACKS AND EMPLOYMENT CONTRACTS

Section H – Layoff/Call-Back Procedures

In the event that a layoff becomes necessary due to declines in enrollment, budgetary restrictions, reorganization, or other cause as agreed to by the Parties, the following layoff provisions shall apply:

1. The Board shall determine the specific work locations and areas of certification and specialty or the specific positions to be eliminated. Once the specific areas of certification, specialty, or position have been determined, reduction shall be made on a countywide basis and shall be based upon seniority and certification as further defined in this Section. The Association will be notified of any impending layoff before any effected employees are notified.

2. Layoffs will be based upon areas of certification and shall be governed by the following specific provisions:

    a. In elementary schools, employees shall be considered to be at two (2) levels and shall possess appropriate certification for that level.
        (i) Early Childhood - Kindergarten

        (ii) Elementary - Grades one through five (5) (except that elementary employees may not be involuntarily transferred to middle schools).

    b. In the secondary schools, areas of certification shall be deemed to be areas for which the employee holds certification (however, a sixth grade employee at the middle school level shall not be involuntarily transferred to an elementary school).

3. Once specific positions and/or areas of certification and levels are determined; reduction shall be made on a countywide basis as follows:

    a. Employees holding temporary or provisional certification will be the first released.

    b. Fully certificated annual/probationary contract employees, the next released.

    c. Continuing/professional service contract employees will be the last to be released.

    d. Within each of the items (a) through (c), reductions shall be made such that persons in those areas having the least seniority will be the first released. Further reductions at each level shall be in ascending order of seniority.

4. An employee whose job is to be eliminated by countywide reduction shall be notified by certified mail.

5. Once reductions have been made on a countywide basis, then the reductions shall be made in the specific schools identified by the Board. The affected employees shall be reassigned to the open positions created by the countywide reductions by seniority and within areas of certification.

6. Employees who have been laid-off shall be considered first for positions for which they hold certification as defined in Section 4 above. Such employees shall be recalled in descending order of seniority; with continuing/PSC contract employees being recalled first and then fully certificated annual contract employees. Such recall rights shall not extend beyond two (2) years after the actual layoff occurs.

Section H – Layoff/Call-Back Procedures (cont'd)

7. Employees being recalled shall be notified by certified mail and shall have fifteen (15) calendar days from the date of receipt to respond affirmatively. It shall be the employee's responsibility to make appropriate arrangements for forwarding or receipt of mail if he/she will be away from his/her mailing address for more than three (3) days.

    a. If an employee fails to respond or responds with a negative answer, the next properly certificated employee on the seniority list will be contacted.
    b. If an employee fails to respond and/or responds with a negative answer more than three (3) times, that employee's name will be moved to the bottom of the seniority list for recall purposes.

Section I – Summer School (Special Session) Employees

1. The Board each year will publish a list of anticipated summer school (special session) vacancies, together with the necessary forms and instructions for submitting applications. The target date for publishing the list will be April 15.

2. Employees who wish to be employed for the summer (special session) school program shall submit applications so as to arrive at the Personnel Office ten (10) days after the vacancies are published. Applications are not to be sent to the summer school (special session) centers or to summer school (special session) Principals. Applications must show the schools in which the employee will accept employment.

3. The Superintendent shall announce summer school (special session) appointments no later than forty (40) days after the vacancies are published. The official appointment shall be made in writing, but may be withdrawn depending on actual enrollment and program needs.

4. Qualified employees who have applied for summer school (special session) assignments shall be appointed before hiring any other summer school (special session) employees. This includes the hiring of special contracted services when comparable work is required.

5. If a conflict exists between the employee contractual year and summer school (special session), the dates of summer school (special session) shall be changed to eliminate such conflict.

6. The Parties agree that the name change from "summer school" to "special session" is only a name change and does not in any way imply any agreement(s) concerning year-round schools or any other change(s) to employees' wages, hours and/or terms and conditions of employment.

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

Section I – Summer School (Special Session) Employees (cont'd)

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

Section J – Vocational Education, Adult Education and Community School Part-Time Employment

1. All qualified employees may apply for employment as vocational education, adult education, and community school part-time employees for evening classes.

2. Appointments for these positions shall be open to all qualified employees of the school system.

3. The Board will publish a list of anticipated vocational education, adult education, and community school part-time vacancies for the next school year in the *FOCUS on Education* by May 15. Appointments to these positions shall not occur until two (2) weeks after the May 15 publication of these vacancies.

4. Qualified applicants who are employees of the school system shall be appointed to these positions prior to qualified applicants who are not employed by the school system. In addition, those persons who have held or hold these positions, and have performed satisfactorily shall be considered prior to other qualified applicants as described heretofore.

5. Evening employment will be limited to two (2) nights a week unless additional evening employment is approved by the Director of the respective program.

ARTICLE V – LEAVES

Section A – Paid Leaves: General Provisions

Paid leaves are provided for illness of the employee including childbirth, illness or death of a family member, personal business, vacation leave, in-line-of-duty, professional leave, jury duty, witness duty, temporary military leave, and temporary duty elsewhere leave. Prior and sufficient notification shall be given where appropriate or as otherwise specifically set forth elsewhere in this Agreement. The following general provisions apply to all paid leaves:

1. Employment While on Leave - An employee may not engage in employment during his/her normal duty hours while on compensated leave except as specifically provided herein.

2. Leave Authorization - All absences of employees from duty shall be covered by leave applications which are duly authorized, a copy of which shall be provided employees upon request. Leave for sickness or other emergencies will be deemed granted in advance, if prompt report is made to the proper authority.

3. An employee returning from a paid leave shall be returned to the same assignment he/she held prior to taking the leave. However, an employee while on a paid leave shall be subject to the Excessing Procedure and the Lay-Off/Call-Back Procedure of this Agreement the same as if they were not on leave. If these procedures become operative and affect the employee on leave, he/she may not be returned to the same position he/she held prior to taking the leave. Likewise, employees while on a paid leave maintain their rights to apply for transfers and/or reassignments as provided by this Agreement.

Section B – Specific Paid Leaves

1. Sick Leave - Sick leave claims shall be honored as submitted by the employee for his/her own personal illness, as well as illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of the employee's own household. Sick leave days are accumulated as follows:

    a. Permanent Full-Time Employees - An employee employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of permanent employment of each appointive year, and shall thereafter earn one (1) day of sick leave at the end of each calendar month; provided the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee shall be entitled to earn a maximum of one (1) day of sick leave times the number of months of employment during the year of employment. Sick leave shall not be used prior to the time it is earned and credited to the employee.

    b. Permanent Part-Time Employees - An employee employed on a permanent part-time basis four (4) hours or more per day shall be entitled to four (4) part-days of sick leave as of the first day of permanent employment of each appointive year, and shall thereafter earn one (1) part-day of sick leave at the end of each calendar month; provided the employee has been on duty or compensable leave a minimum of eleven (11) days within the month; and provided further, that the employee shall be entitled to earn no more than one (1) part-day of sick leave times the number of months of employment during the year of employment. Sick leave shall not be used prior to the time it is earned and credited to an employee. An employee whose duty day basis changes shall have his/her sick leave balance as a permanent part-time employee converted at the rate of two (2) part days of sick leave to one (1) full day of sick leave. The same principle applies to a permanent full-time employee whose duty day credited sick leave at the time of change is one (1) full day of credited sick leave to two (2) part-days of sick leave.

c. Method of Accumulation: Sick leave shall be cumulative from year to year, and there shall be no limit on the number of days of sick leave an employee may accrue.

d. Credit for Out-Of-County 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 Systems. An employee returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at time of such leave or resignation.

e. Employees who work eleven or more days in the summer school program shall earn one (1) day of sick leave. This provision applies to all employees who work in the summer school program.

f. An employee is entitled to use sick leave when he/she must be absent from work for purposes related to the birth of his/her child or the placement of a child with him/her through fostering or adoption. The entitlement is in place for up to six (6) weeks after the birth or placement of the child.

g. Verification of Illness: The Superintendent may require a doctor's statement of verification of illness of greater than three (3) days, or whenever an employee is absent the day before or after a holiday or vacation period. When misuse of sick leave is suspected, the Superintendent may investigate and require verification of illness.

2. Personal Leave – six (6) days paid leave shall be allowed for personal reasons each year to be charged against accrued sick leave, provided that such leave be noncumulative.

a. Except in extenuating circumstances, employees shall request leave for personal reasons forty-eight (48) hours in advance to the Principal.

b. Personal leave requests shall not be approved for any day immediately preceding or following a holiday; and/or the day immediately before or after the Thanksgiving break, the Winter break and/or the Spring break. The exceptions to this provision are:

(i) in the case of an emergency,
(ii) bereavement for a member of the employee's immediate family as defined in Section B 1 above,
(iii) to observe a religious day of the employee's faith,
(iv) to assist in moving a child, stepchild or foster child in order to attend a college or university; or
(v) to attend the graduation of a member of the immediate family from a high school, college or university. As used for graduations, immediate family means those residing in the employee's household plus children, step-children, foster children and spouse.

c. When misuse of personal leave is suspected, the Regional Superintendent or his/her designee may investigate and require verification of the emergency, bereavement, religious observance and/or graduation.

ARTICLE V – LEAVES

Section B – Specific Paid Leaves (cont'd)

3. In-The-Line-Of-Duty Leave - An employee who is absent due to injuries or illnesses clearly received in the discharge of his/her duties shall be entitled to additional sick benefits provided such claim is reported to the Principal/department head within two (2) days of the time of occurrence. Except in extenuating circumstances, failure to make such report within the prescribed time limits above shall result in the claim being denied, unless otherwise approved by the Superintendent.

    a. An employee who is injured in the line of duty shall be entitled to up to ten (10) noncumulative additional paid days which shall not be charged against the employee's sick leave balance. These ten (10) noncumulative days will be applied to the first ten (10) days of approved Workers' Compensation lost time. Additional emergency sick leave may be granted by the Board at the request of the employee. All claims for such leave must clearly substantiate a physical injury received in carrying out assigned duties, or the contracting of an infectious or contagious disease for which inoculations are not available therefrom, at the school center to which they are assigned. An employee shall qualify for up to a maximum additional ten (10) days of noncumulative sick leave if the disease requires the employee to use more than five (5) days of his/her sick leave balance. If the employee does not have five (5) days of accumulated sick leave, this leave shall begin after exhausting his/her sick leave, if any. At the request of the employee, additional noncumulative sick leave may be granted by the Board.

    b. In cases of unusual illness or injury an employee may make a request to the Superintendent for additional compensated leave days. If the Superintendent is satisfied that the condition warrants, he/she shall recommend additional compensated leave to the Board.

    c. Any employee who has a claim for compensation while absent because of illness contracted or injury incurred as prescribed herein shall notify his/her Principal 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 Board shall satisfy itself that the claim correctly states the facts that such claim is entitled to payment.

    d. Workers' Compensation - Any Workers' Compensation payments received by the employee while on in-line-of-duty leave shall be reimbursed to the Board. Workers' Compensation leave will follow the Florida Workers' Compensation Law, Chapter 440, effective January 1, 1994.

    e. Leave While Quarantined - When an employee has been placed in quarantine by a constituted medical or legal authority, he/she shall remain away from assigned duties for the duration of such quarantine. He/she shall continue to receive his/her salary during a quarantine period. Such payments shall not be charged against other compensable leave.

4. Professional Leave - Professional leave may be granted to an employee to engage in activities which will result in his/her professional benefit or that will contribute to the profession. Any employee may be granted a maximum of three (3) consecutive weeks of professional leave during any fiscal year with compensation on duty days when school is not in session; such leave shall be cumulative to a maximum of thirty (30) working days.

a. This leave will not be granted where the time granted will be utilized for enrolling in and completing entire courses of study.

b. An employee who otherwise qualifies may apply for and receive uncompensated professional leave as provided in the Unpaid Leave Section of this Article.

5. Jury Duty - If an employee is under subpoena for jury duty during the time he/she is engaged in regular professional duties, he/she may make application for temporary duty elsewhere. Such application shall be approved. He/she shall receive regular pay while on jury duty and shall remit to the Finance Department in check or money order the amount of fees, less travel allowance and other expense allowances, received during jury duty.

6. Witness Duty - When an employee is under subpoena as a witness in court, he/she shall be eligible and shall be approved for Temporary Duty Elsewhere leave and shall receive regular compensation while on witness duty and shall remit to the Finance Department in check or money order the amount of fees, less travel allowance and other expense allowances, received for witness duty.

7. Temporary Military Leave: If the temporary military service cannot be met outside of that time of contractual employment, temporary leave for military service with the United States Armed Forces or Florida National Guard will be granted with pay not to exceed seventeen (17) days of compensation as provided in Section 115.07, Florida Statutes.

8. Sabbatical Leave: After each six (6) consecutive years of satisfactory service in the District as an employee as defined in Article I, Section A, employees may apply for a year's leave of absence for professional academic advancement. Authorized leave shall not break consecutive service. A person on leave may request and be granted sabbatical leave. A fraction of a year exceeding one- half (½) of the regular contractual period shall count as one (1) year's service. The Board will provide employment benefits which are provided a regular employee; however, any additional cost will be paid for by the employee. An employee will not earn sick leave or annual leave, if applicable, while on sabbatical leave. The Board will pay retirement and Social Security contributions on the amount of salary actually paid the employee. An employee on sabbatical leave may engage in employment while on sabbatical leave provided he/she meets the requirements set forth in (f) (1) below.

a. Sabbatical leave for one-half (½) year may be granted if the applicant is eligible by formula with the further provision that said applicant shall not be eligible for additional sabbatical leave until eligibility is reestablished by six (6) more consecutive years of satisfactory service.

b. Sabbatical leave shall be granted to qualified applicants according to the following criteria:

(1) Sabbatical leave shall be granted to the number of employees that can be granted with a two-hundred thousand dollar ($200,000) budget, if qualified applicants apply. Such budget is exclusive of mandatory benefits such as contributions to the Florida Retirement System and FICA. Written notification to all employees who applied for sabbatical leave shall be provided by May 1.

(2) Sabbatical leave shall be granted based upon points earned. Applicants shall earn one (1) point for each year of continuous service in the District over six (6) years. Applicants shall be considered in descending order of points earned.

(3) Applicants for subsequent sabbatical leaves after the first leave shall not be considered until all applications for a lesser number of sabbatical leaves have been considered.

(4) In case applicants for sabbatical leaves are tied in total points, selection shall be determined by random selection.

c. An applicant granted sabbatical leave shall receive one-half (½) of the contractual gross monthly salary according to the salary schedule, based on 196 duty days. If it is found that a sabbatical leave recipient is violating the conditions of his leave, subject to due process and just cause, salary payments may be discontinued and the recipient shall repay all prior payments that were improperly received.

d. Sabbatical leave may be carried over from one (1) school year into the next on a continuous basis not to exceed the duty days of the applicant for a year of work. Salary and benefits for a sabbatical leave extending over two (2) school years will be prorated based on the salary schedules of the years involved. Such leave commencing during a year of school shall not be granted until a suitable replacement is provided for the position being vacated. Any carry over from school year of sabbatical leave into the next is not to be considered a part of the quota of leaves possible the second year.

e. The recipient shall have the option of paying retirement contributions for the salary authorized by the Board during sabbatical leave or he/she may pay on the full amount of the salary received during the previous year's service. Such decision shall be made at the time of the sabbatical leave request.

f. Sabbatical leave applications shall be filed with the Superintendent not later than April 1 of each year.

(1). Each applicant applying for sabbatical leave for professional academic advancement shall submit information relative to the type of work to be undertaken. Each recipient of such leave shall be required to take sufficient course work as to be classified as a full-time student by the college or university of attendance. Proof that such course work has been completed shall be filed with the Superintendent.

g. Sabbatical leave shall not be considered a termination or breach of contract of employment, and the time while on sabbatical leave will be counted for salary and seniority purposes.

h. An employee who is granted a sabbatical leave shall sign a contract with the District stating that:

(1) The employee shall return to the District and serve an additional three (3) school years following the expiration of the leave.

(2) The employee shall repay the full amount of money received for the sabbatical if he/she fails to return to the District.

(3) The employee shall repay two-thirds (2/3) of the full amount of money received for the sabbatical if he/she returns to the District, but stays only one (1) year.

(4) The employee shall repay one third (1/3) of the full amount of the money received for sabbatical if he/she returns to the District, but stays only two (2) years.

(5) The above 1, 2, 3, and 4 may be waived if the condition of the employee's health is such that he/she files and is qualified for disability retirement from the Florida public schools.

9. Paid Vacation Leave

a. Employees who are employed on a twelve-month contract shall accrue leave, exclusive of holidays, with compensation as follows:

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

(2) Employees with five (5) years or more continuous service at a rate of one and one-quarter (1¼) days per month, cumulative to fifteen (15) days per year.

(3) Employees with ten (10) years or more of continuous service at a rate of one and one-half (1½) days per month, cumulative to eighteen (18) days per year.

b. Accrued vacation leave shall not exceed thirty (30) workdays. The time of vacation will be submitted to the Superintendent for approval upon the written request of the employee and prior recommendation by the Principal/Director. Vacation leave for an employee shall be scheduled so that there will be minimum disruption of the operation of the school system.

c. Upon employment termination, the employee shall be paid for all unused vacation leave at his/her daily rate of pay for each unused vacation day accumulated.

10. Temporary Duty Elsewhere (TDE)

a. Temporary Duty Elsewhere leave (TDE) may be granted for professional reasons such as attendance at conferences.

b. All requests for assignment to temporary duty, except as provided below, shall be submitted to the Superintendent at least ten (10) days in advance. The Superintendent may waive the requirement of ten (10) days advance notice. Temporary duty shall not be used for the purpose of earning college credits, improving and/or renewing certificates, except when participating in a staff development program approved by the Board.

c. Temporary duty elsewhere within the District may be approved by the Principal when no substitute service or other additional cost to the Board is involved or when provided for in the school's staff development plan. The Principal authorizing such temporary duty shall be responsible to ascertain that the temporary duty has been performed. No temporary duty forms need be submitted to the Superintendent for this type of assignment.

d. When a TDE is approved by the Principal and/or the Superintendent, the employee shall be compensated at his/her regular rate and shall have no deduction from any leave balance.

11. Sick Leave Bank

The purpose of Sick Leave Bank (SLB) is to provide a pool of emergency sick leave days for serious, disabling and long-term illness from which contributors may draw after their own accumulated sick leave has been exhausted. Nothing in this Section shall be interpreted to change any of the provisions in other Sections of this Article except as it provides for additional days of sick leave with pay for members of the SLB.

a. Membership - A full-time employee, having been employed by the Board for a minimum of one (1) full year (10 months) and having at least ten (10) days of accrued sick leave as of date of application for membership, may enroll in the SLB by voluntarily contributing a newly earned eleventh sick leave day to the SLB between August 15 and September 15 of any year in which the bank is to operate. Application forms for membership shall be provided to eligible employees at their school centers during pre-school planning, if possible. An employee shall voluntarily contribute one (1) sick leave day during the enrollment period. Sick leave donated to the bank will not be returned except as provided hereinafter. Written notification shall be provided to all employee applicants to the SLB informing them of acceptance or rejection to membership.

b. Contributions - In the event the number of days in the SLB bank falls below twenty (20) percent of the number of SLB members, each member of the SLB shall be required to contribute one (1) day from their own accumulated sick leave to the SLB. In the event a SLB member cannot contribute an additional day due to leave exhaustion, and is not currently drawing from the SLB, the additional day shall be the next earned sick leave day.

c. Duration - If the membership in the bank should fall below one thousand (1,000) the bank shall be discontinued and the days remaining in the bank shall be distributed as provided elsewhere in this Section.

d. Administration - The SLB will be administered by a Sick Leave Bank Committee consisting of five (5) representatives appointed by the Association. Forms may be obtained by participating employees from the school center, Department of Employee Benefits and Risk Management, or the Association. It will be the function of the Committee to review the administration of the bank, investigate alleged abuses, and determine eligibility as may be established by the Committee. Committee members shall be provided a quarterly report showing the number of SLB members, balance of days, and number of applications for withdrawals.

e. Benefits – The SLB shall be used only for the personal illness or disability of the SLB member and shall not be used because of illness, injury, disability or death of any other person.

(1) In the event of a serious illness or injury of a participating employee, causing the employee to be absent from work for an extended period of time, the employee may receive paid leave as follows:

(a) All accumulated sick leave and all other forms of paid leave available to the employee must first be exhausted.

(b) Application must be made to the SLB Committee, submitting separate medical certifications from two (2) physicians justifying the leave. These physicians must certify that the conditions meet the level of a long term illness or injury such as a debilitating cancer, TB, stroke, heart disease, a major operation with a long recovery period and serious accidents that will also require a long recovery period. All such illnesses and/or accidents must be certified as being debilitating for a long period of time.

(2) Questions raised concerning the eligibility of an employee to receive benefits will be reviewed by the SLB Committee which will make the final determination. In those cases that are denied, the SLB Committee shall provide, in writing, reasons for such disapproval. The SLB Committee's determination is not subject to the grievance procedure and arbitration. The Committee, at the Association's expense, may require an independent medical examination.

f. Abuse - Alleged abuse of the SLB shall be investigated by the SLB Committee and a finding of abuse shall be certified to the Superintendent. Upon a finding of such abuse, the employee shall be required to repay all of the sick leave credit drawn from the SLB and shall be subject to such other disciplinary action as determined by the School Board to be appropriate. Refusal on the part of the employee to repay said credits shall be grounds for termination.

g. Discontinuance - If it should become necessary to discontinue the SLB, unused sick leave in the bank will be distributed in the following manner:

The number of sick leave days in the bank divided by the number of current members in multiples of ½ days will be credited to the member's personal accumulated sick leave account. The balance of days equal to less than ½ day per member will be dispensed of by joint decision of the Board and the SLB Committee whose decision will be final and not subject to the grievance procedure and arbitration.

h. Hold Harmless - The Association, its officers, agents, and member of the bargaining unit will hold the Board harmless for the cost and results of any action which may be brought by any of its members, group or groups of members, members of the bargaining unit, or agencies of law, with respect to the establishment, administration, or expenditure of the assets of the SLB.

i. Employees choosing not to participate in the Sick Leave Bank shall be eligible for Catastrophic Illness or Injury Leave, as defined in Section 12 below.

j. Voluntary contributions - Employees choosing not to participate in the Sick Leave Bank may choose to make a voluntary contribution of one (1) or more of their accumulated days to the bank any time during the year.

12. Catastrophic Illness or Injury

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

b. Any 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.

Section B – Specific Paid Leaves (cont'd)

c. Two (2) medical verifications of such catastrophic illness or injury shall be required. The employee shall fully cooperate with the Board and shall authorize the verification of the illness or injury by his/her physician. The Board shall satisfy itself that any claim for catastrophic illness or injury leave is legitimate and correctly states the facts. The Board, at its expense, may require an independent medical examination.

d. Catastrophic illness or injury leave shall begin the fifty-first (51st) day of consecutive absence and will not be awarded retroactively.

13. Bereavement Leave

a. An employee 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 each school year. As used herein, "immediate family" is limited to parents, siblings, spouse, children, mother-in-law, father-in-law, grandparents, grandparents-in-law, and domestic partner.

b. 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 paid or unpaid leave.

c. The use of bereavement leave shall not be counted against an employee's sick leave, personal leave, or compensatory leave time. If an employee requires additional time off for bereavement, the employee may use sick or personal leave as provided in Article V, Sections B.1 and B.2 of this Agreement.

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

Section C – Unpaid Leaves: General Provisions

1. All absences of employees from duty shall be covered by leave applications which are duly authorized, a copy of which shall be provided employees upon request. Except for short-term leaves of absence, and intermittent political leave, unpaid leaves shall be timed such that the employee returns at the beginning of a new grading period. In addition, without the approval of the District, a Charter School Leave shall be timed such that the employee returns at the beginning of a regular school year. Except for extenuating circumstances, Sick Leave without Pay for Personal Illness or Illness/death of a Family Member, for more than ten (10) days, also shall be timed so that the employee returns at the beginning of a grading period.

2. Except as provided otherwise herein, an employee taking an approved unpaid leave or a leave

Section C – Unpaid Leaves: General Provisions (cont'd)

consisting of both an unpaid portion and a paid portion, shall retain the same contractual and salary credit status as he/she had upon taking such leave and shall be returned to the same school, and within certification, to the same assignment he/she held prior to taking the leave, if said leave is for a duration of twelve (12) months or less. However, an employee while on a leave shall be subject to the Unit Adjustment Transfer Procedure and the Lay-Off/Call-Back Procedure of this Agreement the same as if they were not on leave. If these procedures become operative and affect the employee on leave, he/she may not be returned to the same position he/she held prior to taking leave. Likewise, employees while on a leave maintain their rights to apply for transfers and/or reassignments as provided by this Agreement.

3. When an employee is on short-term leave for ten (10) days or less, or intermittent political leave, the District shall continue the employee's group health insurance in full effect as when the employee was not on leave. When an employee is on Family Medical Leave (FML), the District shall continue the employee's group health and dental insurance in full effect as when the employee was not on leave. While on such listed leaves, the employee shall be responsible for his/her share of insurance cost, where applicable. An employee on any other such unpaid leave, including short-term leave in excess of ten (10) days, who wishes to remain a member of all or any group insurance plans, may do so by paying the premium for such insurance to cover the duration of the leave.

Section D – Unpaid Leaves: Specific Provisions

1. Short Term Leave of Absence - Any employee desiring a short term leave of absence shall make written application for such leave to the Principal or immediate supervisor. Except in emergency situations, such applications shall be approved in advance. Leave for emergencies may be deemed to be granted in advance, if prompt report is made to the proper authority. The first five (5) requested days of short term leave, whether covered by one (1) or more than one (1) request, will be approved. Requests for short term leave thereafter, regardless of length, will be granted or denied by the District at its discretion. Applications for more than five (5) working days will require that a reason be given and shall be subject to approval by the Superintendent. Employees shall not be gainfully employed during normal working hours while on such leave.

2. Long Term Leave of Absence - A long term leave of absence is permission granted by the Board, at the District's discretion, for an employee to be absent from his/her duties for specified periods of time with the right of returning to duty upon expiration of the leave. Leave shall be officially granted in advance by the District and shall be used for the purpose set forth in the leave application. Such long- term unpaid leave, when granted, will be for the remainder of the school year, unless otherwise approved with the initial leave request. In addition, up to one (1) additional year of leave shall be granted upon receipt of a written request from the employee, unless the employee has not been reappointed in keeping with other provisions of the Agreement for the next school year. Such extension of long-term leave shall be timed such that the employee returns at the beginning of a new grading period. Once an employee has exhausted the leave privileges under this subsection (Long- term Leaves), the employee shall be required to return to duty for a full year before being eligible for another long-term unpaid leave.

ARTICLE V – LEAVES

Section D – Unpaid Leaves: Specific Provisions (cont'd)

3. Sick Leave without Pay for Personal Illness or Illness/Death of a Family Member - Employees who have used all accumulated sick leave, but who otherwise qualify for sick leave, shall be entitled to sick leave without pay. When applicable, leave under this subsection (Sick Leave without Pay for Personal Illness or Illness/Death of a Family Member) may be deemed to be granted in advance, if prompt report is made to the proper authority. Such unpaid sick leave, when granted, will be for the remainder of the school year unless otherwise approved with the initial leave request. In addition, up to one (1) additional year of leave shall be granted upon receipt of a written request from the employee. The employees will fully cooperate with the District and, when appropriate, shall authorize the verification of an illness by their physician(s). An employee who has disability (income protection) insurance through the District shall not be required to exhaust his/her sick leave to be granted leave under this subsection (Sick Leave without Pay for Personal Illness or Illness/Death of a Family Member). In keeping with the District's disability insurance carrier, an employee who has such insurance through the District may not receive both sick leave pay and disability benefits at the same time.

4. Child Care Leave - An employee may request and shall be entitled to a leave of absence without pay for child care reasons. This will include an employee's natural children, foster children, adopted children or children who are otherwise in the legal custody of the employee, for a period not to exceed eighteen (18) months. For each dependent child, the employee is limited to one (1) leave and such leave cannot be interrupted.

5. Political Leave

    a. Any employee who has filed to run for political office and is desirous of unpaid leave for political reasons shall make application for such leave and shall be entitled to it. The employee 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.

    b. Employees shall be entitled to unpaid leave(s) of absence to hold political office. The period of leave shall be negotiated individually with the goal of providing the best situation for the employee affected.

6. Military Leave

    a. Regular Military Service - Any employee who is required or voluntarily enlists 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 his/her completion of required service, he/she shall receive full benefits of salary steps which would have accrued to him/her had he/she not been absent. In time of state or national emergency, call to duty may come about through enlistment or by being drafted by the government, but in time of peace, regular military duty shall not be initiated by the employee.

An exception to this provision would be when an individual is notified to report for induction and, as a matter of choice, then enlists in a branch of the service other than that for which he was drafted. Application for reemployment shall be filed with the School Board within six (6) months following the date of discharge of release from active military duty, and the Board shall have a reasonable time not to exceed six (6) months, to reassign the employee to the same or similar position in the school system. Military leave cannot be counted as a year of service toward continuing contract status.

7. Professional Leave - Uncompensated professional leave shall be granted to any employee to engage in activities which will enhance his/her professional qualifications and will contribute to the teaching profession. Such leave shall be granted to any applying employee with one (1) year satisfactory service to the District. The employee must notify in writing the Chief of Human Resources on or before May 1 that he/she will be taking Professional Leave for the ensuing year. Such leave, when granted, will be for the remainder of the school year or one full school year. In addition, up to one (1) additional year of leave shall be granted upon receipt of a written request from the employee. That Professional Leave shall be for a full school year. Exception to this rule may be granted by the administration.

8. Family Medical Leave (FML) – Uncompensated, with continued Board paid health insurance, family medical leave (FML) shall be granted to any eligible employee in keeping with the provisions set forth in Appendix E. An employee may not engage in employment during his/her normal duty hours while on FML.

9. Career Change Leave - Any employee who wishes to undertake employment and/or training in a new career may take a career change leave in keeping with the following provisions:

   a. Such leave shall be without pay and without experiential credit for future salary schedule placement.

   b. The employee must have been employed by the District at least five (5) years prior to the leave.

   c. The employee has not taken this type of leave in the past.

   d. The employee must notify in writing the Chief of Human Resources on or before May 1 that he/she will be taking a career change leave for the ensuing school year.

   e. Any leave shall be for one (1) full school year. Exceptions to this rule may be granted by the administration.

   f. A cap of .5% of the bargaining unit shall be eligible and selection of those granted such leave shall be by seniority.

10. Charter School Leave – Pursuant to Florida Statutes, an employee may request and will be granted an unpaid leave of absence to accept employment in an instructional position at a District Charter School. Notwithstanding any other provisions in this Agreement, the unpaid leave will be extended annually provided the employee remains an instructional employee of the District Charter School. The initial charter school leave application must be filed by June 1st for the following school year.

ARTICLE V – LEAVES

Section D – Unpaid Leaves: Specific Provisions (cont'd)

An employee may return from a Charter School Leave under the following conditions:

a. Charter School Leave shall be granted for a full school year and an employee may return for active employment with the District only at the beginning of a school year, unless otherwise authorized by the Chief of Human Resources.

b. An employee must notify the Chief of Human Resources of his/her intent to return to active employment or his/her extension of Charter School leave by April 15 If the employee returns to active employment with the District, he/she may apply for posted vacancies and attend District job fairs.

c. An employee who is returning to active employment with the District who has not been offered a position by June 15 shall be placed by the District without regard for the employee's seniority.

d. An employee who is granted a Professional Services Contract (PSC) while on approved Charter School Leave will be compensated on the PSC salary column upon return to employment with the District.

e. Pursuant to provisions of the Agreement, an employee's previous public and/or private satisfactory teaching experience, including satisfactory teaching experience at the District Charter School, will be recognized for placement on the Teachers' Salary Schedule upon returning from leave if his/her Charter School Leave had a duration of at least one school year. As used herein, "one school year" shall mean two (2) consecutive regular school semesters even if these semesters are separated by a summer break. An employee who was not on Charter School Leave for at least one school year will be placed on the Teachers' Salary Schedule as provided by Article VIII, Section B 8 of this Agreement.

ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES

Section A – Privileges

1. The Board agrees to furnish to the Association upon request, within a reasonable time, at least one (1) copy of such information as is necessary for developing intelligent, feasible and constructive proposals. This information shall include, but is not limited to: numbered bulletins, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, names and addresses of all employees, including their work locations on a monthly basis. Also included are other public reports and data in normally prepared format. In addition, the Board shall deliver to the Association's offices prior to any regularly scheduled Board meeting/workshop public Board meeting agendas, back-up material and "FYI" material prepared for the Board. Any additional items given to the Board for a regularly scheduled Board meeting/workshop, will be prepared for and given to the Association representative prior to the respective Board meeting/workshop.

   The Board shall provide to the Association a seniority list of all employees. Such list will be provided on or before December 1 of each year. Updates shall be provided each April 1thereafter. The seniority list will be in two (2) formats. The first by District seniority showing seniority date, name of employee and all areas of certification possessed by said employee. The second will break-out each area of certification and show the seniority date and name of each employee possessing that area of certification. Employees will be listed in rank order according to their seniority date on each list.

2. The Board agrees to furnish information upon request which may be needed by the Association to process any grievance or complaint.

3. The president of the Association or his/her designee, bearing written confirmation of the designation, shall be allowed to visit schools to confer with employees and investigate grievances under the following provisions:

   a. Upon arrival, the president and his/her designee shall check into the school office.

   b. Visits with employees shall be restricted to non-duty time, such as duty-free lunch, relief time, or planning time.

   c. The Association president or designee may ask to see a specific employee or ask that his/her presence be announced by posting a notice on the employee bulletin board or announced over the intercom during non-student hours, indicating the place that the Association president or his/her designee will be available.

4. The Association may conduct meetings in school buildings before or after the regular workday by prior arrangement with the Principal or designee for a designated meeting location. The Association shall hold the Board harmless and assume any liability for claims made against the Board and growing out of such meetings. If such meetings are held at such times that they cause additional expense to the Board, a Lease Agreement shall be executed and the normal and customary expenses shall be borne by the Association.

ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES

Section A – Privileges (cont'd)

5. The Association may use:

   a. The public address system during regular announcement periods before and after the instructional day to make announcements of meetings, election times and results, and announcements related to the time and nature of Association activities.

   b. Faculty mail boxes, so long as the timing of such use does not interfere with the normal school operation, and so long as the Association, its members or agents do not use the mail boxes as receptacles for public political materials.

   c. Audio-visual equipment which is not in use, so long as usual procedures for checking out such equipment are followed and the equipment is not removed from the school. Any cost of damages caused by such use shall be paid by the Association.

   d. Part of a bulletin board in faculty lounge(s) (workrooms). If none are available at these locations, then a part of the bulletin board in the main office may be used. However, no material shall be posted which has in its intent or effect the coercing, restraining, or interfering with the exercise of any employee's right guaranteed under PERA, or the restraining or coercing of managerial employees or the Board by reason of performance of their duties. No public political materials shall be posted. Management may direct that material of such nature be removed after notification to the Association.

6. The Association's office shall be included on a regular school pony route operated by the District provided the Association's regular publications announce various and timely School District workshops/meetings for employees if permitted by the U. S. Postal Service regulations.

7. For Association members elected to office in local, state or national professional associations, see President's Assignment to Temporary Duty.

8. During the term of this Agreement, the aforementioned privileges shall be available solely to the Association as the exclusive representative of Palm Beach County School District employees, unless otherwise prohibited by law, and provided further that such privileges do not interrupt the normal operation of the school.

9. The Association, at the Association's expense and option, will be provided either with a TAO computer or a modem connection so that all non-confidential TAO messages will be accessible to the Association at the same time they are accessible to other Parties in the network.

ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES

Section A – Privileges (cont'd)

10. The Association will be provided with six (6) School Board complex parking permits to allow the Association President and each professional staff member of the Association to park in the general parking areas at said complex. In addition, a same number of entrance badges and pass cards will be provided to the Association. Should the Association employ additional professional staff members, a like number of parking permits, entrance badges and pass cards will be provided.
11. The Association will be provided with a complete set of School Board policies, rules and regulations. Such set will be updated as changes or revisions occur.
12. A list containing the names of the Lead Association Faculty Representative at each school will be provided and verified in writing by the Association President to the District's Chief Negotiator and to the Director of Instructional Staffing Services each school year no later than October 15. Such written and verified list will include the name of the Lead Association Faculty Representative and the school where he/she is the Lead Association Faculty Representative for that school year. Only one (1) Lead Association Representative for each school may be included on this list.

Section B – Dues Deduction

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

1. The District agrees to deduct Association dues as certified by the Association from the first twenty- one (21) payroll checks of the school year of employees who voluntarily execute an authorization for such deductions. Such deductions shall be in equal installments and shall be irrevocable for periods of one (1) year except that authorizations may be withdrawn during the first fifteen (15) calendar days ending August 31, provided that written notification of withdrawal is received by the Association during such fifteen (15) calendar day period or as otherwise provided below.

2. The District will provide such payroll deduction services at an annual cost of eight hundred dollars ($800.00).

3. The proceeds of such deduction shall be transmitted to the Association within ten (10) working days after the close of each month during which deductions are made.

4. The balance of the annual deductions shall be deducted, when possible, from the final paycheck of a member resigning his/her position, receiving an unpaid leave of absence, leaving the bargaining unit, or terminating his/her employment after the opening of the school year. If an employee who authorized payroll deductions and who failed to revoke such authorization as set forth in paragraph #1 above, still wishes to revoke his/her payroll deduction, he/she may do so by submitting a written notification of withdrawal to the Association; however, the balance of his/her annual deductions shall be deducted from his/her next paycheck and remitted to the Association. If timing does not allow the balance to be deducted from the next paycheck following receipt of the written notification of withdrawal, the balance will be deducted from the subsequent checks as long as it does not extend into the next fiscal year.

ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES

Section B – Dues Deduction (cont'd)

5. Any rebate of dues owed to an employee who revokes/stops his/her payroll deduction authorization in keeping with these provisions shall be subject to the policies, rules and regulations of the Association.

6. The Association will publicize these provisions to assure its members are aware of these provisions.

7. The Association will indemnify the Board and its agents against liability for all deductions made in keeping with these provisions.

8. The Association will have exclusive payroll deduction rights for union dues for members of the bargaining unit.

Section C – President's Assignment to Temporary Duty

1. The Board, upon request from the Association, shall assign the President of the Association to temporary duty elsewhere leave for the duration of the President's term of office. Such leave shall be requested annually. All benefits enjoyed by employees, except sick leave accrual, shall be continued and accrued to the President of the Association.

2. The Association shall provide the District revenue in advance to pay for the President's salary, taxes, retirement and fringe benefits; and, in return, the District shall issue a bi-weekly warrant to the President during his/her term of office. The Association shall inform the District of the date of the President's term of office so as to establish a bi-weekly payday. Where possible, the President shall be reassigned to his/her previous school.

3. The provisions above shall also apply to any member of the Association elected to an office in a state or national affiliate of the Association so long as said affiliate or the Association provides the District the revenue to pay for the same benefits as in Paragraph 2 above.

Section D – Association Business

1. The Board and the Superintendent shall grant the use of Temporary Duty Elsewhere (TDE) Leave to be used at the discretion of the Association President for the conduct of Association Business. The Association shall be billed only for the Board expense of providing a substitute for the employee taking an Association initiated TDE. If a substitute is not provided, no charge will be made to the Association. The Association will be billed the cost of providing a substitute at the daily rate of pay for such substitute.

2. The Association may use up to a maximum of four hundred (400) TDE days within any year (August - July). Except when extenuating circumstances exist and only with the approval of the District's Chief of Human Resources, no TDEs may be used by the Association on any of the eight (8) days in the regular school calendar designated as Professional Development Days. In addition, the Association agrees not to use more than forty (40) TDEs on any one (1) day and further agrees not to utilize over thirty (30) TDEs on the same day more than six (6) times in any year (August - July). The Association agrees not to have more than two (2) teachers from the same school site use TDEs on the same day without prior approval of the Chief of Human Resources (or designee), except that three (3) teachers may be absent if one (1) of them is a CTA Board Member.

ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES

Section D – Association Business (cont'd)

3. The Association President shall provide the District's Chief of Human Resources with the names of the employees involved and their schools for use of such TDEs at least five (5) working days in advance of such leave. Ten (10) days advance notice will be given in cases involving thirty (30) or more TDEs. This advance notice requirement may be waived by the Chief of Human Resources or his/her designee.

4. The Parties agree that Association Business shall not have a significant adverse impact on the instructional program. The Association recognizes its responsibility to monitor the use of Association Business Leave so that any individual employee is not on such leave an inordinate number of duty days.

5. In cases where the District determines: 1) that the absence of two (2) or more teachers from a school site causes an undue hardship on the school; 2) that requested TDEs will cause a significant adverse impact on the instructional program; or 3) that an employee is using an inordinate number of TDEs on duty days, then the Association will meet with the Chief of Human Resources (or designee) upon his/her request to immediately address and resolve the issue(s).

Section E – Association on School Board Agenda

An Association representative, upon timely request, shall be given the right to address the Board for up to three (3) minutes on issue(s) of interest to the Association during the time on the agenda entitled "Delegations/Individual Appearances - Agenda Items." The Association may not utilize this provision more than three (3) times during any one (1) meeting of the School Board without the permission of the School Board Chair.

If emergency or unannounced items are added to the School Board's Agenda, an Association authorized representative shall be given the opportunity to speak briefly [not to exceed three (3) minutes] on the item when it comes up for discussion and prior to a Board vote.

Section F – Distribution of this Collective Bargaining Agreement

A copy of any ratified and approved new Collective Bargaining Agreement or of any ratified and approved amendment(s)/modification(s) to an existing Agreement shall be posted on the District's website under the Department of Labor relations as soon as possible, but not later than thirty (30) days of the signing of the ratified and approved Agreement or amendment(s)/modification(s) thereto. All Principals and directors will be requested to inform employees covered by this Agreement where the Collective Bargaining Agreement and/or amendment(s)/modification(s) thereto can be located on the District's website.

Each new employee will be informed where the Agreement and/or amendment(s)/medication(s) thereto can be located on the District's website at the time of his/her employment during New Employees Orientation (NEO).

Nothing herein shall deny the right of the District to print hard copies of an any new Agreement or of any amendment(s)/modification(s) to an existing Agreement for its own purposes at District expense; and nothing herein shall deny the right of the Association to print hard copies of an any new Agreement or of any amendment(s)/modification(s) to an existing Agreement for its own purposes at Association expense. In addition, nothing herein is to be construed to limit the Parties from agreeing to cooperatively agree to have sufficient hard copies printed by one printer for both Parties at the same time at a pro-rated cost to each Party related directly to the number of copies of each Party's printing requirements each time the Parties ratify and approve a new Agreement or ratify and approve amendment(s)/modification(s) to an already existing Agreement.

ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES

Section G- School Calendar

The Association shall have three (3) representatives on the Calendar Committee. The Association may submit a proposed calendar to the full committee through its representatives. Any adopted calendar will specifically state which four (4) holidays are designated in semester one (1) and which two (2) holidays are designated in semester two (2) as the six (6) paid holidays as set forth in Article III, Section A (1) of this Agreement. As used herein January 1, (New Year's Day) is considered to be a paid holiday during the first semester.

Section H – No Strike Cause

The Association agrees not to engage in any conduct prohibited by Florida Statute Chapter 447 - Sections 505 and 507.

ARTICLE VII –GRIEVANCE PROCEDURE

Section A – Definitions

1. A "grievance" is a violation, misinterpretation, or misapplication of this Agreement.

2. A "Grievant" is the person(s) or group of persons in the bargaining unit or the Association affected by the violation, misinterpretation or misapplication of this Agreement.

Section B – Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems growing out of administration of the Collective Bargaining Agreement. Therefore, both Parties will encourage the employees, lead representative, and supervisory personnel to diligently and seriously attempt to promptly resolve grievances.

Section C – Procedures

Informal Procedure:

The Parties acknowledge that it is most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. Therefore, if an individual employee has a personal complaint or grievance which he/she desires to discuss with a Principal, he/she is free to do so without recourse to the grievance procedure. Any adjustment of the complaint or grievance must be consistent with the terms of this Agreement. The Parties agree that the informal procedure shall be utilized by the grievant and the lowest level administrator having authority to resolve the grievance prior to invoking the formal grievance procedures. When invoking the formal grievance procedures, the grievant shall file the grievance with the lowest level administrator having authority to resolve the grievance. In keeping with the foregoing, the grievant may file a formal grievance initially at either STEP ONE or STEP TWO of this procedure, as appropriate.

Representation, Notification to Association and Costs:

In the event the individual employee elects to process and represent his/her own grievance through STEP TWO, the Association shall have the right to be present and to state its views at any and all meetings. In the event the matter is not resolved informally, a formal grievance may be filed, the processing of which shall be accomplished by the individual grievant or the Association. A grievance shall not be adjusted without prior notification to the Association and an opportunity provided for an Association representative to be present; nor shall any adjustment of any grievance be inconsistent with the terms of this Agreement. All costs through STEP TWO shall be borne by the grievant at those levels.

ARTICLE VII – GRIEVANCE PROCEDURE

Section C – Procedures (cont'd)

STEP ONE

A formal grievance must be stated in writing on a copy of the grievance form, as set forth in Appendix I of this Agreement, and submitted to the Principal or appropriate Regional Superintendent, Assistant Superintendent or Director as soon as possible but within twenty (20) days following the employee's knowledge or awareness of the incident or condition which is the basis of the grievance. Within twelve (12) days of the receipt of the grievance, the Regional Superintendent shall meet with the grievant and the representative of the Association in an effort to resolve the grievance. However, both Parties by mutual consent may waive further discussion

In STEP ONE and move the grievance to STEP TWO. The Regional Superintendent, Assistant Superintendent or Director shall indicate the disposition of the grievance in writing to the grievant within five (5) days of such meeting and shall furnish a copy thereof to the Association.

STEP TWO

If the grievant and/or the Association are not satisfied with the STEP ONE disposition of the grievance, it may be appealed to the Department of Labor Relations by filing a written notice within twelve (12) days. The Superintendent or his/her designee shall meet with the grievant and the Association in an effort to resolve the grievance within ten (10) days of receipt of the described notice. The Superintendent or his/her designee shall indicate the disposition of the grievance in writing within twelve (12) working days of the meeting and provide a copy to the grievant and the Association. Should the Association and the Superintendent agree that a meeting is not necessary at STEP TWO, no meeting will be held.

STEP TWO - A (Optional)

With the mutual agreement of the Parties, the next step in the processing of a grievance will be before an impartial mediator. The decision to undertake this option must be made by the Association within twelve (12) days from receipt of the STEP TWO written disposition. The mediator will be selected through a mutual agreement of the Parties. There will not be a binding decision on the Parties except by mutual agreement. If it is agreed to make the mediator's decision binding, the grievance will be considered resolved and may not be appealed to STEP THREE. Alternate solutions which are discussed/recommended at the STEP TWO-A level may not be utilized at STEP THREE by either Party.

STEP THREE

If the Association is not satisfied with the disposition of the grievance at STEP TWO or TWO-A, the grievance may be submitted to arbitration before an impartial arbitrator within twenty-four (24) days thereafter, as hereinafter provided. The Association, at its option, shall give written notice to the American Arbitration Association (AAA) and the Superintendent, of its intent to proceed through arbitration using the voluntary rules of selection of AAA. The rules of the AAA shall govern all arbitration proceedings. The Parties shall equally share the cost of the AAA filing fee.

ARTICLE VII – GRIEVANCE PROCEDURE

Section C – Procedures (cont'd)

STEP THREE

The arbitrator shall not have power to add to, subtract from, modify, or alter the terms of this Agreement. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or rely on any evidence, not previously disclosed to the other Party. The arbitrator shall render his/her decision in writing within thirty (30) calendar days or as soon as possible after the close of the arbitration hearing and shall furnish a copy to the Association and the Board. Both Parties agree that the decision of the arbitrator shall be final and binding on all Parties. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the individuals incurring them and no individual shall be responsible for the expense of witnesses called by the other.

Section D – General Provisions

1. The time limits provided in this Article shall be strictly observed unless extended by agreement of the Parties. The number of days indicated at each level will be considered as maximum and every effort will be made by the Parties to expedite the process. Failure of the grievant to proceed with his/her grievance with the times hereinbefore provided shall result in the dismissal of the grievance. Failure of the Board or its representative to take the required action within the times provided shall entitle the grievant to proceed to the next step of the grievance procedure.

2. Formal grievances will be processed after the close of the school year provided the Parties of interest and necessary witnesses are available for processing. If possible, the Parties will process the grievance within the time limits heretofore provided as though working days are days the School Board offices are open. Where this is not possible, the time limits shall be held in abeyance until the Parties in interest and necessary witnesses are available or until the beginning of the next school year, whichever is earlier.

3. Grievance hearings will ordinarily be conducted during the regular workday of the grievant.

4. No reprisals of any kind shall be taken by the Board or by any member of the administration against any Party in interest, his/her representative, or any other participant in the grievance procedure by reason of such participation. No reprisal shall be taken by the Association or a grievant against management by reason of administration of this Collective Bargaining Agreement or the exercise of management rights. The filing of a grievance or of an unfair labor practice will not be considered a reprisal.

5. All documents, communications, and records specifically prepared for the processing of a grievance shall be treated as confidential and filed in a separate grievance file and shall not be kept in a personnel file of any of the participants.

6. All meetings and hearings under this procedure shall be conducted in private and shall include only such Parties in interest, their Association representative, and any necessary witnesses, unless prohibited by law or a court of competent jurisdiction.

ARTICLE VII – GRIEVANCE PROCEDURE

Section D – General Provisions (cont'd)

7. The Association, in accordance with its own non-discrimination internal rules, shall have the sole and exclusive right to determine whether any grievance warrants processing through this procedure. In the event the Association determines at any step of the grievance procedure that a grievance is not meritorious, a written notification of that determination shall be sent to the Department of Labor Relations and to the employee(s) involved. The employee must be present at all steps of the grievance procedure unless there is mutual agreement that the employee need not be present. An employee shall not be required to meet with any administrative officer at any step of the informal or formal grievance procedure without Association representation

8. Nothing contained in this grievance procedure shall be construed to deny any employee, the Association, the Superintendent or the Board, their constitutional rights or rights under the laws of the State of Florida.

9. Notwithstanding the expiration of the Agreement, any claim or grievance initiated thereunder may be processed through the grievance procedure in effect until resolution.

10. A grievance may be withdrawn without prejudice at any step in the grievance procedure by so indicating in writing to all Parties in interest.

11. If in the judgment of the Association, a grievance affects a group or class of employees in more than one (1) location/building the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance will commence at STEP TWO. Such grievance shall be signed by an Association officer or staff representative.

12. Should the Association elect not to pursue the grievance to arbitration because of membership status, the Superintendent will be notified within the time limits provided in STEP THREE of this Article.

13. The date of disposition shall be the date on which the Principal or Supervisor delivers the disposition to the grievant or to the Association staff representative, if the grievant is represented by the Association, or the date of postmark or of fax receipt in those instances where delivery is U.S. Mail or by facsimile. The date of filing or appealing a grievance shall be the date on which the grievant or his/her Association staff representative delivers the grievance, electronically or in person, to the appropriate manager or the date of postmark or of fax receipt in those instances when delivery is by U.S. Mail or by facsimile.

14. Should the Association elect not to pursue the grievance at any step including arbitration because the Association has determined that the grievance is not meritorious, the Department of Labor Relations and the grievant(s) will be notified by the Association in writing within the time limits provided in the appropriate step of this article. Upon such notification, the grievance will be deemed closed and resolved as determined by the previous step's written disposition and is not subject to further steps of the grievance procedure. The filing of a grievance shall in no way interfere with the right of the Board to carry out its management responsibilities, subject to the final decision on a grievance.

15. At STEP THREE, if either Party requests a transcript of the proceedings, the Board and the Association will equally share the cost of such transcript and both Parties and the Arbitrator will be provided a copy of the transcript.

ARTICLE VIII – COMPENSATION AND BENEFITS

Section A – Salary

Effective July 1, 2025, all employees, including Permanent Substitutes, will receive a 3.5% blended increase as referenced in Appendix A.

1. Effective July 1, 2025, the Grandfathered "Open Range" Salary Schedule has a top annual base salary of $111,905. Effective July 1, 2025, the Performance Pay Salary Schedule (minimum-maximum) has the beginning base salary of $54,500 and a top annual base salary of $112,675.

    a. **EMPLOYEES RATED EFFECTIVE:** The Parties agree that full-time employees who are on the "Open Range" Performance Pay Salary Schedule who receive an overall evaluation rating of "Effective" for the 2024-2025 school year and those full-time employees who are on the "Open Range" Grandfathered Salary Schedule who receive an overall evaluation rating of "Effective" for the 2024-2025 school year will have their annual base salaries adjusted as set forth in Appendix A effective July 1, 2025. Pursuant to State Statutes, an employee rated overall as "Effective" may not receive a salary adjustment to his/her annual base salary that is greater than 75% of the salary adjustment a "Highly Effective" employee is granted. Eligible part-time employees will have their annual base salaries proportionately adjusted on the same date salaries are adjusted for full-time employees.

    Full-time employees who were on a leave status and, thus, did not work a sufficient number of days to warrant an annual evaluation during the 2024-2025 school year will be treated for pay purposes as if they were rated "Effective".

    b. **EMPLOYEES RATED HIGHLY EFFECTIVE**: The Parties agree that full-time employees who are on the "Open Range" Grandfathered Salary Schedule who receive an overall evaluation rating of "Highly Effective" for the 2024-2025 school year and those full-time employees who are on the "Open Range" Performance Pay Salary Schedule who receive an overall evaluation rating of "Highly Effective" for the 2024-2025 school year will have their annual base salaries adjusted as set forth in Appendix A effective July 1, 2025. Pursuant to State Statutes, an employee rated overall as "Effective" may not receive a salary adjustment to his/her annual base salary that is greater than 75% of the salary adjustment a "Highly Effective" employee is granted. Eligible part-time employees will have their annual base salaries proportionately adjusted on the same date salaries are adjusted for full-time employees.

ARTICLE VIII – COMPENSATION AND BENEFITS

Section A – Salary (cont'd)

c. Notwithstanding 1a and/or 1b above, an employee who receives an overall evaluation rating for the 2024-2025 school year that is less than "Effective" is not eligible to be granted a salary adjustment for the 2025-2026 school year. Notwithstanding the annual salary adjustments set forth in Appendix A, such employees will continue to be paid at their 2024-2025 salary rate plus the negotiated cost of living adjustment of 1.00% (which is added to their base salary).

d. Full time employees who are new hires during the 2025-2026 school year will continue to be paid at their current rate plus the percentage increase to the minimum teacher salary.

2. Implementation: When the Parties ratify/adopt this Agreement, any negotiated salary adjustments will be subject to the provisions in paragraph 1 of Appendix A of this Agreement. This Section and Appendix A will not be subject to being reopened for further negotiations for the 2025-2026 school year except as may be required pursuant to Article I, Section E or Appendix A of this Agreement or as may be otherwise required by Florida Statutes.

   Nothing herein prohibits the re-opening of negotiations in 2026-2027 pursuant to the Preamble of this Agreement.

3. Differentiated Pay Supplements: Differentiated Pay supplements in the amount of one-hundred dollars ($100) per school year will be paid to employees who meet the following criteria:
   a. Assigned to a Title I School;
   b. Assigned to an "F" rated school;
   c. Assigned to a "Triple D" rated school; and/or
   d. Instructional Personnel assigned, by job code, in at least one of the following Critical Shortage Areas:
      i. Elementary
      ii. Science
      iii. Language Arts
      iv. Reading
      v. ESOL
      vi. Mathematics or
      vii. Foreign Language

ARTICLE VIII – COMPENSATION AND BENEFITS

Section A – Salary (cont'd)

Effective as of July 1, 2024, teachers assigned to the job codes listed below will receive a Differentiated Pay Supplement in the amount of one-thousand two hundred fifty dollars ($1,250) per school year:

53300	Tch ESE VE	53150	Tch ESE Speech Lang Imp Cert
53200	Tch ESE Speech Path License	51610	Tch Occupational Therapist
52700	Tch ESE Autistic	53050	Tch ESE SED
61000	Tch ESE Coordinator	51600	Tch Physical Therapist
53010	Tch ESE Pre K	53350	Tch ESE Visually Impaired
53250	Tch ESE Intellect Disabled	52710	Tch Homebound
53100	Tch ESE SLD	62400	Tch ESE Audiologist
52750	Tch ESE EH	52950	Tch ESE Physically Impaired
62600	Tch ESE Crisis Intervention	52900	Tch ESE Other
52800	Tch ESE Hearing Impaired	63500	School Psychologist

An employee who may be assigned to more than one Critical Shortage Area is entitled to only one (1) annual supplement; however, the maximum Differentiated Pay Supplement an employee may receive under this Section with the exception of employees assigned to the ESE job codes listed above, is three-hundred dollars ($300). The maximum Differentiated Pay Supplement an employee assigned to one of the ESE job codes listed above is one thousand four hundred fifty dollars ($1,450). Supplemental payments will be paid-out according to the employee's Pay Plan. Part-time employees will be paid a prorated portion of the annual supplement as well as employees who are assigned part- time to an eligible assignment. Also, on a prorated basis, employees whose change in assignment may make them no longer eligible for a supplement during the school year, will have that supplemental pay stopped at the time he/she is no longer eligible. Likewise, and on a prorated basis, employees whose assignments make them eligible for a supplement during a school year, will have that supplemental pay begin at the time he/she becomes eligible. These Differentiated Pay Supplements are effective June 30, 2016 and are not applicable to summer session (school).

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

4. The “New Hire Placement Schedule” in Appendix A will be used to determine the initial annual base salary of new hires who are employed by the District on a date to be agreed to by the Parties.

5. The daily rate of pay for Permanent Substitute Employees, effective July 1, 2025, will be $231.53.

ARTICLE VIII – COMPENSATION AND BENEFITS

Section B – Experience for Salary Defined

1. Effective July 1, 2012, and in accordance with this paragraph and all other provisions of this Section, each new employee's verified prior years of public and/or private school successful teaching experience not to exceed 25 years, will be recognized by the District as provided herein with the understanding that the District will continue to treat teaching experience out-of-the- District the same as teaching experience in-the-District. Such treatment will disallow a new employee with years successful experience out-of-the-District from receiving a greater annual base salary than a teacher who is already a teacher in the District with the same number of years of successful in-the-District experience. Effective July 1, 2022, previously re-hired retired personnel will have his/her salary adjusted to the established New Hire Salary Placement Schedule based on the employee's verified prior years of public and/or private school successful teaching experience not to exceed 25 years. These re-employed retired personnel will not be eligible for any back-pay for service as it relates to years of experience. Re-employed retired personnel will Full-time experience is defined as working for pay for more than one-half of the number of contract days in a school year during the term of each year of previous public and/or private teaching. 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 justifies 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 on a form provided by the District.

   a. Public School Teaching Experience

      (1) Teaching experience in Florida provided that the experience is earned with a minimum of a Bachelor's Degree, including prior District experience;

      (2) Teaching experience for public school teaching outside the State of Florida, but within the United States provided that the experience is earned with a minimum of a Bachelor's Degree;

      (3) Out-of-state experience which shall include special state/federal schools, state/federal colleges/junior colleges of the United States and its possessions (Puerto Rico, Canal Zone, Virgin Islands, Guam, America Samoa, Wake and Midway Islands, trusteeships and American dependent schools under the Department of Defense/Department of State. Once verified, experience credit may not be revoked. The exception to these conditions shall be the classification of employees listed in paragraph 2 below and in Appendix A 2, 3, 4 and 5 of this Agreement. Additions or deletions to this list must be made by mutual agreement of the Parties. For the Association, the Board of Directors is authorized to agree to such additions or deletions.

Section B – Experience for Salary Defined (cont'd)

b. Private School Teaching Experience

(1) Teaching experience in a private school accredited by a District recognized accrediting agency which includes, but is not limited to the following: Middle States Association of Colleges and Secondary Schools; New England Association of Colleges and Secondary Schools; North Central Association of Colleges and Secondary Schools; Northwest Association of Secondary and Higher Schools; Southern Association of Colleges and Secondary Schools; Western Association of Colleges and Secondary Schools; Association of Christian Teachers & Schools, Assemblies of God; Association of Independent Schools of Florida; Association of Waldorf Schools; Florida Association of Christian Colleges and Schools; Florida Catholic Conference; Florida Council of Independent Schools; Independent Schools Association of the Central States; Montessori School Accreditation Commission; New York Archdiocese; Department of Education of the U.S. State in which the employee taught; U.S. Department of Defense/Department of State;

(2) Employees must have held a State-issued teaching certificate during the period of private teaching employment;

(3) Teaching experience for private school teaching provided that the experience is earned with a minimum of a Bachelor's Degree during the private school employment;

(4) The private school must operate a regular session with two or more teachers encompassing more than one grade level;

c. Foreign Country Experience

(1) Teaching experience in a foreign country school that is accredited by any of the District recognized accrediting agencies listed in 1 (b) (1) above or any of the following accrediting agencies: Association of Christian Schools International; Christian Schools International; Commission on International & Trans-Regional Accreditation; International Christian Accrediting Association;

(2) Employees must have held a teaching certificate/teaching license issued by the government of the foreign country during the period of foreign country teaching employment;

(3) Teaching experience for foreign school teaching provided the experience is earned with a minimum of a Bachelor's degree during the foreign school employment;

(4) The foreign school must operate a regular session with two or more teachers encompassing more than one grade level.

ARTICLE VIII – COMPENSATION AND BENEFITS

Section B – Experience for Salary Defined (cont'd)

2. Effective on the date this Agreement is adopted by the School Board, Vocational and co-operative instructors will receive credit for full-time work experience as approved by the Superintendent on an equitable basis; however, such work experience is limited to no more than ten (10) years and is further limited as provided by Section B 1 above. Once verified, such prior work experience credit may not be revoked for as long as the employee remains a Vocational or co-operative instructor. Within the limitations stated herein, Vocational and co-operative employees are to be treated in like fashion with the conditions outlined Section B 1 above. In the event a Vocational or co-operative instructor has a post-undergraduate four-year college/university graduate degree and has received credit for full-time work experience, such instructor will be allowed to keep such recognized credit for that work experience credit and all years of successful teaching as a Vocational or co-operative instructor should he/she later become a regularly State certified instructor. A Vocational or co-operative instructor who becomes a regular certified teacher who does not have a post-undergraduate four-year college/university graduate degree is not permitted to use any vocational work experience as years of teaching experience, but may use all years of successful teaching experience as a Vocational or co-operative instructor as limited in Section B 1 above.

3. For pay purposes, all employees shall be given credit for military service, as provided in Military Leave (Article V, Section D, 6).

4. A new employee who has held an annual contract, a continuing contract or professional service contract in any Florida district or who has held a teaching contract elsewhere shall be initially paid an annual salary within the specifications and the limitations provided in Section B 1 above. As a new employee in the District, such employees shall be issued an annual probationary contract.

5. In keeping with the District's "GROW OUR OWN" Program, non-instructional District employees who have at least ten (10) years of non-teaching experience with the District who earn certification requirements to become a teacher, if subsequently employed by the District in an instructional position, will be granted the number of years of experience necessary, not to exceed five (5) years. To the extent possible in accordance with these provisions, they will not suffer a salary reduction from the annual salary they were previously being paid as non-instructional employees. Upon being employed as instructional employees, such employees shall be issued an annual probationary contract per Fla. Stat. §1012.335(1) (c).

6. New and/or amended provisions of this Section shall be effective upon the ratification/adoption date of is Agreement unless otherwise noted. Prior teaching experience granted prior to this date shall not be revoked except as otherwise provided herein.

Section C – Year of Service Defined

A year of service shall be defined as that sum of compensated duty days of six (6) hours or more which exceeds one-half (½) of the employee's contract year or 99 compensated duty days, whichever is greater.

Section D – SPECIAL Sessions Salary Schedule

1. Special sessions employees shall be paid in accordance with Appendix C.
2. The Parties agree that the name change from "summer school" to "special session" is only a name change and does not in any way imply any agreement(s) concerning year-round schools or any other change(s) to employees' wages, hours and/or terms and conditions of employment.

ARTICLE VIII – COMPENSATION AND BENEFITS

Section E – Supplemental Salary

1. Supplemental salaries shall be paid in accordance with Appendix B with the appropriate final supplemental pay to be made on the employees' 196th contractual day.

2. Payments of supplements for services rendered over the entire contractual period shall be paid, commencing with the written recommendation of the Principal and approval of the Superintendent, and will be prorated over the entire contractual period.

Section F – Retirement Supplement

The Board shall provide a retirement supplement of four percent (4%) of gross salary to be paid to active employees remaining in the old Teacher Retirement System (TRS).

Section G – Glades Supplement

All full-time employees who reside in the Glades Area, but who are not assigned to work in the Glades Area and who were receiving the Glades supplement of $2,200 during 2005-2006 school year will continue to receive that annual supplement amount for as long as they reside in the Glades Area or until such time they become eligible to receive the higher Glades Supplement as set forth below. If such employees become less than full-time employees, this $2,200 supplement will be pro-rated for actual full and partial days the employees are assigned to work during his/her work year.

Full-time employees who are assigned to a Glades Area school/facility will be paid the following annual Glades Supplements:

Number of Actual Years of Teaching Service with the District	Annual Glades Supplement
0-2	**$3,750**
3-8	**$4,750**
9+	**$5,750**

Should an employee who is eligible to receive a Glades Supplement be assigned to work in the Glades Area less than full-time, the appropriate Glades Supplement dollar amount in the chart above will be prorated for the number of actual full and partial days the employee is assigned to work at a Glades school/facility.

ARTICLE VIII – COMPENSATION AND BENEFITS

Section H – Health, Life, Dental and Vision Insurance

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 plan 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.

Section H – Health, Life, Dental and Vision Insurance (cont'd)

(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.

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.

(d) 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 VIII – COMPENSATION AND BENEFITS
Section H – Health, Life, Dental and Vision Insurance (cont'd)

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 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 VIII – COMPENSATION AND BENEFITS
Section H – Health, Life, Dental and Vision Insurance (cont'd)

(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 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	$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

(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 VIII – COMPENSATION AND BENEFITS
Section H – Health, Life, Dental and Vision Insurance (cont'd)

8. (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 **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

(b) 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 HAS 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

(c) 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 15th. The District agrees to be available for meetings on a monthly basis if requested by coalition members.

9. (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 30days 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.

10. (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 co-pay of $30, a specialist office visit co-pay of $40**.** For Primary Care and Specialist categories that are designated as Tier 1 providers, the above co-pays will apply. For these same Primary Care and Specialist categories, the co-pay for non-tier 1 providers will be $ $40 for Primary Care and $50 for Specialists. Other co-pays are as follows: an urgent care co-pay of $50, an out-patient rehabilitation therapy co-pay of $20 per visit, and a mental health and substance abuse out- patient co-pay of $20 per individual session and a co-pay of $15 per group session. Virtual office visits, where available, will have a co-pay 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 co-payments 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):

- 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."

Exclusion

(c) In the HMO plans, the prescription co-pay 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 co-pays previously listed for up to a 90-day supply of maintenance prescriptions.

(ci) The Low Option HMO Plan's co-pays are as follows:
A primary physician's office visit co-pay of $40, a specialist office visit co-pay of $60. For Primary Care and Specialist categories that are designated as Tier 1 providers, reduced co-pays will apply. For these same Primary Care and Specialist categories, the co-pays for tier 1 providers will be $30 for Primary Care and $55 for Specialists. Other co-pays are as follows: an emergency room co- pay of $250, an urgent care co-pay of $75, an emergency ambulance co-pay of $150. Virtual office visits, where available, will have a co-pay 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 co-pays of $35 per individual session and co- pays of $25 per group session.

(cii) 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.

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

11. 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.

12. (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.

13. 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.

14. 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.

15. (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 apaid 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 benefit eligible 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.

Section H – Health, Life, Dental and Vision Insurance (cont'd)

16. 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 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. The credit amounts are listed in section d below.

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 Reward Program completion depends on the tier of medical coverage in which the employee enrolls. For those employees on a twenty-six (26) 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 $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 the annual amounts are the same.

<u>Required Activities</u>

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 4 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 4 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 2020, additional reasonable alternative choice may be provided and will be listed in the official rules published each year by the Benefits section of the Risk & Benefits Management Department. Additionally, there may be specific lifestyle programs offered as reasonable alternatives. There are some requirements that need to be met to be eligible for specific e programs such as Real Appeal. These specific 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. Effective for the plan year 2021, the covered spouse or domestic partner will earn the Heath Rewards credit independently and separate from the employee.

Completion of all Health Rewards required activities resulting in an award of 100% would be necessary for the employee and/or a covered spouse or domestic partner.

17. Engagement/Greater Rewards with Next Steps

(e) 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").

(f) 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 lifestyles 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 will strive to increase participation by 10% beginning in 2020.

18. 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.

19. On-Site Employee Clinic

The District has established an on-site 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 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.

Section I – Employee Liability Insurance

The Board agrees to provide supplemental automobile insurance or self-insurance to complement personal liability coverage for the transporting of students in private passenger vehicles owned by the employees. This insurance or self-insurance shall only be in effect when the employee is transporting students to and from recognized school activities, and the use of the private passenger vehicle is approved for this purpose by the Principal. The total amount of the supplemental liability insurance shall be up to three hundred thousand ($300,000) dollars per occurrence or to the full extent of the law if self-insured.

ARTICLE VIII – COMPENSATION AND BENEFITS

Section J – Retirement Benefits

1. An employee who retires 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 employee's beneficiary.

2. Normal retirement shall mean retirement under any of the retirement systems established by the legislature, eligible for either full or reduced benefits.

3. Normal retirement shall not be construed to cover the withdrawal of the employee's contribution to his/her retirement plan if he/she is not otherwise eligible for full or reduced benefits.

4. If an employee retires and receives terminal pay benefits based on unused sick leave, all sick leave credit shall become invalid.

5. If an employee retires without receiving terminal pay benefits and interrupts retirement to return to teaching, his sick leave credit shall be valid.

6. BENCOR Retirement Plan - Effective June 30, 1999, and thereafter, employees who are eligible to receive terminal pay benefits under this Section shall have such pay benefits provided to them through the BENCOR National Government Employees Retirement Plan as adopted by the School Board. Employees who are eligible to receive terminal pay benefits and who retire/leave the employment of the District prior to June 30, 1999, shall not be covered under the BENCOR Plan. The District agrees to provide information for bargaining unit members.

7. Employees who have been in the District a minimum of four (4) school years who submit their written resignation or retirement to their Principal/Director and to the Department of Compensation and Employee Information Services by April 1, shall receive an early notification incentive payment of $1,000 minus standard deductions. The employee must work through the end of that school year, and payment will be made in the last paycheck of that school year. The resignation/retirement will not be revocable by the employee unless the District agrees. This incentive payment is not applicable to those employees who are on either a school-site or District Assistance Plan, entering or who are in the DROP Program or who are leaving the District after having been in the DROP Program.

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

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

ARTICLE VIII – COMPENSATION AND BENEFITS

Section K – Section 125 Spending Accounts

1. Effective January 1, 1996, the Board will provide the following for all employees who enroll in such plans.

    a. An IRS Section 125 plan whereby a dependent care spending account will be established for each enrolling employee into which before-tax dollars may be deposited through payroll deductions. Any legally qualifying dependent care expense(s) of the employee may then be paid from such account during the plan year in keeping with all legal requirements.

    b. An IRS Section 125 plan whereby a medical/dental/vision expense spending account will be established for each enrolling employee into which before-tax dollars may be deposited through payroll deduction. Any legally qualifying medical/dental/vision expense(s) may then be paid from such account during the plan year in keeping with all legal requirements.

Section L – Employee Assistance Program

1. The District will provide an Employee Assistance Program (EAP) which meets or exceeds the benefits, training and services which were included in the RFP developed and approved by a joint committee in 1993, comprised of representatives of the Association, SEIU/FPSU, AESOP and the District Administration. In addition, the American Lung Association will train several EAP employees to conduct "stop smoking" clinic sessions at a rate of $15.00 per employee.

2. The Association will be involved in developing materials and meetings for employees for the purpose of explaining the EAP.

3. The administration agrees to refer to and utilize the services of the EAP for any employee who is reasonably suspected of utilizing drugs or alcohol to the extent that a referral is necessary.

Section M – Advanced Degrees

Employees receiving degrees will receive pay for an advanced degree in accordance with Appendix A provided:

1. Only employees hired before July 1, 2011, and who have been continuously employed, who have earned or who may earn an eligible advanced degree as set forth in this subsection will continue to be eligible to receive a pay supplement in accordance with Appendix A of this Agreement provided:

    a. The major in the advanced degree is in one of the areas of certification as a regular classroom employee. A major is defined as including at least fifteen (15) graduate hours in the major field with no more than three (3) graduate hours for practicum or thesis, or

Section M – Advanced Degrees (cont'd)

b. The advanced degree includes, or subsequently is followed by, twelve (12) graduate hours in:
   - (i) One of the content areas of certification as a regular classroom employee,
   - (ii) Reading - Any ESOL, Language or Linguistics classes may be used for reading courses,
   - (iii) Mathematics – one (1) course in statistics and one (1) course in Computer Programming may be used as math courses,
   - (iv) Science,
   - (v) Special Education, or
   - (vi) ESOL (English Speakers of Other Languages).

c. Where an employee has added a Reading Endorsement to his/her Professional License (certificate), said endorsement for purposes of applying 2 above shall be considered equivalent to six (6) semester hours of graduate coursework.

d. All advanced degrees must be received from an institution of higher learning accredited by the appropriate regional District-recognized accrediting agency [as listed in Article VIII, Section B, 1 b (1) at the time the advanced degree was awarded. Content area courses must bear the prefix of the appropriate subject area on the employee's certificate.

e. Employees serving in areas of professional certification, e.g., media specialist, physical/occupational therapist, may receive payment for advanced degrees in those areas. In addition, employees serving in Career Educational/Vocational subject areas who earn a Master's Degree in Career and Technical Education will be eligible for an advanced degree supplement, as set forth in Appendix A of this Agreement. An employee with a *Juris* Doctorate (JD) degree who has a valid Florida professional secondary certificate in social studies and is assigned in-field to teach secondary social studies courses will be granted the Doctorate advanced degree supplement as set forth in Appendix A of this Agreement; and finally, an employee with an advanced degree in Secondary Education, provided the employee is assigned to a secondary school, will be granted the appropriate advanced degree supplement as set forth in Appendix A of this Agreement.

f. An employee holding an advanced degree in Guidance and Counseling, Conflict/Dispute Resolution, Reading, Math, Computer, Technology, Education Technology, Curriculum and Instruction, Teaching and Learning, or ESE will be granted an advanced degree supplement under this subsection.

g. Once granted under this subsection, an advanced degree supplement will not be revoked except as set forth in this paragraph. If receiving an advanced degree supplement based on an area of certification and the area of certification is later deleted from the employee's certificate, by action or inaction of the certificate holder, that advanced degree supplement will be revoked.

h. The District shall not recognize advanced degrees pay for bargaining unit employees for the following advanced degrees: Educational Leadership, Administration and Supervision, Administration, and School Principal.

ARTICLE VIII – COMPENSATION AND BENEFITS

Section M – Advanced Degrees (cont'd)

2. An employee hired on or after July 1, 2011, may only be paid an advanced degree supplement in accordance with Appendix A of this Agreement if the advanced degree is held in his/her area of certification as provided in Fla. Stat. §1012.22(3) and as provided in this subsection:

    a. All advanced degrees must be received from an institution of higher learning accredited by the appropriate regional District-recognized accrediting agency [as listed in Article VIII, Section B, 1 b (1) at the time the advanced degree was awarded. Content area courses must bear the prefix of the appropriate subject area on the employee's certificate

    b. Once granted under this subsection, an advanced degree supplement will not be revoked except as set forth in this paragraph. If an area of certification is later deleted from the employee's certificate, the advanced degree supplement granted under that area of certification will revoked.

    c. The District shall not recognize advanced degree pay for bargaining unit employees for the following advanced degrees: Educational Leadership, Administration and Supervision, Administration, and School Principal.

3. Should relevant provisions of Fla. Stat. §1012 relating to Advanced Degrees be repealed or is found void by court of competent jurisdiction, the language in this Section of this Collective Bargaining Agreement will revert to the language that was in place on June 30, 2012.

Section N – Mandatory In-Service

Employees required to participate in in-service institutes and other mandatory in-service activities beyond their regular assigned duty hours/days shall be compensated according to the following hourly rate. One- half (1/2) of one (1) Professional Development Day (PDD) on the District calendar, as determined by the Superintendent, shall be reserved for mandatory in-service. Effective with the ratification of this Agreement.
Effective on the date of the School Board approves this Agreement: $25 per hour

Section O – Tax Deferred Annuity Program

1. The Board/District shall provide a means for employees to participate in tax deferred annuity programs through payroll deduction agreements.

2. Employees may participate in only one (1) tax deferred annuity program with the District at a time.

3. The annuity programs offered must have at least fifty (50) employees enrolled.

4. Any new criteria developed for the selection of new annuity program carriers must also be met by the present carriers before new participants will be allowed to enroll in those annuity programs.

5. All programs will be jointly selected by the Association and the District.

ARTICLE VIII – COMPENSATION AND BENEFITS

Section P – Rewards and Incentives

1. In the event an outside agency will provide funds for any type of monetary rewards and incentives for employees at a school center or work location, the Parties agree to an automatic waiver of Article VIII in order to compensate employees over and above the negotiated salary schedule in Appendix A of the Collective Bargaining Agreement on the following conditions:

    a. rewards and incentives must not create competition between and among bargaining unit members at a school center or work location;

    b. if rewards and incentives provision is intended to be distributed to ALL employees in the school center or work location, then an affirmative vote of at least eighty percent (80%) of those employees voting at the site is needed to approve the waiver;

    c. if the rewards and incentives provision is intended to be distributed to a SPECIFIC GROUP of employees within a school center or work location, then an affirmative vote of at least eighty percent (80%) of the involved employees voting at the site is needed to approve the waiver;

    d. the vote referenced in (b) and (c) above, shall be conducted and verified by the Employee Building Council (EBC) Chair or, in the event the site does not have an active EBC, then by the lead Association building representative;

    e. no vote need be taken if participation for the rewards and incentives is VOLUNTARY;

    f. the duration of the waiver is for the duration of the reward and incentive;

    g. prior to implementation of rewards and incentives provisions, a District Rewards and Incentives Verification form must be completed and signed by the appropriate designated Parties; the completed form must be submitted to the Division of School Improvement.

2. It is understood that if rewards and incentives are part of a Grant, the Grant application shall be brought before the School Board subject to its approval. Approval of the Grant does not disturb or affect the automatic waiver as described above.

3. All provisions of this Section shall remain in full force and effect through the greater of the duration of the contract or two years from the effective date of this provision. At that time, the provisions of this Section will sunset unless the Parties agree otherwise in writing.

ARTICLE VIII – COMPENSATION AND BENEFITS

Section Q – Medicaid Incentives

1. The Parties agree that employees who are non-federally funded and who provide health-related services to Medicaid eligible students who participate in Medicaid Billing (Direct Service) will receive the following benefits from the incentive funds set-aside (budgeted) to the ESE Department's Medicaid Budget:

    - 70% will be set-aside and paid as stipends to be calculated on a prorated share basis according to the amount billed.
    - 23% will be set-aside to purchase additional materials and test protocols for eligible employees who participated in Medicaid billings. A joint committee comprised of representatives of those employee groups who participated in the Medicaid billings and ESE administrators will determine what additional materials and test protocols will be purchased for eligible employees who participated in Medicaid billings.
    - 7% will be set aside for staff development and CEU (Continuing Education Units) accumulation. The joint committee mentioned above will determine the topic(s) and recommend speaker(s).

2. Representatives of the ESE Department and the CTA will meet within ninety (90) days after the Medicaid budget is placed into the ESE Department budget, to determine the actual prorated share for each eligible employee that shall be based on the billing status of each eligible employee.
3. The Parties agree to continue to dialog for the purpose of reaching a consensus regarding the "assignment" of equipment, materials and supplies purchased by the District with Medicaid funds for an eligible employee in the event the employee moves to another school/work site or leaves the employment of the District.
4. To assist in reducing the paperwork requirement, the ESE Department has sent the initial HIPPA compliance consent letters for Medicaid billing to parents/guardians. When the new reporting system is operational, eligible employees will not need to assist in sending or obtaining signed HIPPA consent forms. Until the new reporting system is operational, eligible employees may be requested to assist the ESE Department and schools obtain signed parental consent forms.
5. It is further agreed that employees who are non-federally funded and who provide health-related services to Medicaid eligible students and who are therefore eligible to bill for Medicaid reimbursement, shall be required to submit such Medicaid billings as part of this Collective Bargaining Agreement. The Parties urge employees to bill monthly, but agree that such billings are to be completed on a school grading period basis. All billings must be submitted to the appropriate District Department by the last day of the grading period during which the Medicaid services are provided. For those employees assigned to service elementary students, the deadline for billing is the last day of each elementary school grading period during the regular school year. For those employees assigned to service secondary students, the deadline for billing is the last day of each secondary school grading period during the regular school year. Employees who are assigned to work during the District's Special Session (summer school) and who provide Medicaid reimbursable services, the deadline for billing for these services is the employee's last workday of that Special Session (summer school).
6. Upon implementation of this Section, employees who are not eligible to bill will be notified in writing that they are not eligible to bill and those who are eligible to bill will be notified via means determined by the ESE Department. Any eligible employee who later becomes ineligible also will be notified in writing. As soon the new reporting system is operational, those who are eligible to bill for Medicaid reimbursement for the District shall be notified of training sessions on the new system that will be scheduled during their working hours. The ESE Department will provide this training opportunity so that if an employee is unable to attend the initial session, they may attend a make-up session. All eligible employees are required to attend one of these training sessions.

ARTICLE IX – SCHOOL REFORM

Section A – Requests for Waivers by School Advisory Committees

1. Prior to any submission of waivers to the Association, the School Advisory Committee's waiver request must meet with the approval of the District Waiver Committee. The CTA shall be represented and participate in the District Waiver Committee process.

2. Any School Improvement Plan (SIP) developed and approved by a School Advisory Committee which knowingly or unknowingly requires a waiver of this Agreement or constitutes a change in employee's hours, terms or conditions of employees as set forth in this Agreement will be submitted by the administration to the Association President in writing for consideration of a waiver. Such submission will be made prior to submission of the issue to the Board.

3. Upon receipt, the Association President or designee will take what actions are deemed necessary to determine whether or not to accept the waiver, reject the waiver or accept the waiver with conditions. The Association President or designee will respond to the request for a waiver within twenty (20) days after receiving it. Upon a request of the Association President, an extension of this time limit may be granted by the Superintendent.

4. Any part of a SIP which requires a waiver of this Agreement or which changes the hours, terms or conditions of employment as set forth in this Agreement which is not brought to the attention of the Association as required in #1 above, will be deemed null, void and of no consequence, for either in the past or in the future, when it is discovered unless the Association through #5 below, agrees to a retroactive waiver. Disputes concerning these matters may be submitted to the Grievance Procedure beginning at Step Two.

5. The Association's Board of Directors is the governing body which is authorized to accept waivers, to reject waivers, or to accept waivers with conditions.

ARTICLE X – MISCELLANEOUS PROVISIONS

1. The Board/District and the Association 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, or required by Chapter 447, Part II, Florida Statutes, will be conducted during the life of this Agreement except by mutual consent of the Parties.

2. This Agreement constitutes all Agreements between the Parties for the term of this Agreement and the Board/District shall carry out the commitments contained herein and give them full force and effect as Board policy.

3. Retirement/Insurance Counseling - To the extent personnel are available, employees will have the opportunity to request, at no cost to the employee, counseling concerning retirement and the insurance coverage that is provided by the District.

ARTICLE XI – TERM OF AGREEMENT

Unless otherwise provided herein, this Agreement shall be effective when ratified by both Parties and will remain in full force and effect through June 30, 2025.

APPENDIX A – OPEN RANGE GRANDFATHERED AND PERFORMANCE PAY SALARY SCHEDULES

Effective July 1, 2025, and pursuant to Article VIII, Section A 2 of this Agreement, the new Open Range Performance Pay Schedule will have a minimum annual base salary of $54,500 and a maximum annual base salary of $112,675.

Effective on that same date and pursuant to Article VIII, Section A 2 of this Agreement, the Open Range Grandfathered Salary Schedule will have a maximum annual base salary of $111,905.

Open Range Pay Schedules – Effective July 1, 2025				
Performance Schedule				
	COLA	Salary Adjustment	Total Recurring Salary Increase	
Highly Effective	1.00%	2.60%	3.60%	
Effective	1.00%	1.95%	2.95%	
Developing/Needs Imp	1.00%	0%	1.00%	
Not Evaluated	1.00%	1.95%	2.95%	
Range Minimum & FY26 Hires	0%	2.83%	2.83%	
Grandfathered Schedule				
	COLA	Salary Adjustment	TSIA Compression Increase	Total Recurring Salary Increase
Highly Effective	1.00%	1.95%	0.65%	3.60%
Effective	1.00%	1.46%	0.49%	2.95%
Developing/Needs Imp	1.00%	0%	0%	1.00%
Not Evaluated	1.00%	1.46%	0.49%	2.95%

Pursuant to Florida Statute §1012.22, the annual salary adjustment under the Performance Salary Schedule for an employee rated as highly effective must be at least 25 percent greater than the highest annual salary adjustment available to an employee of the same classification through any other salary schedule adopted by the district, including the Grandfathered Salary Schedule.

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

APPENDIX A – OPEN RANGE GRANFATHERED AND PERFORMANCE PAY SALARY SCHEDULES (cont'd)

Each employee on the Grandfathered Salary Schedule will receive a recurring annual supplement as follows:

Current Base Salary	Annual Recurring Supplement Amount
$50,000 - $57,999	**$350**
$58,000 - $65,999	**$400**
$66,000 - $73,999	**$455**
$74,000 - $81,999	**$510**
$82,000 - $89,999	**$560**
$90,000+	**$585**

Pursuant to Florida Statute §1012.22, any employee moving from the Grandfathered Salary Schedule to the new Performance Salary Schedule will maintain the annual base salary he/she was being paid from the Grandfathered Salary Schedule until such time the salaries on the Performance Pay Salary Schedule are adjusted through negotiations. It is agreed that any salary adjustment to an employee's annual base salary that is on either the Open Range Grandfathered or Performance Pay Schedules is subject to future negotiations between the Parties pursuant to the Preamble of this Agreement and in compliance with State Statutes.

APPENDIX A – OPEN RANGE GRANDFATHERED AND PERFORMANCE PAY SALARY SCHEDULES (cont'd)

1. In the event a retroactive salary adjustment, a bonus payment or a cost-of-living adjustment is negotiated only bargaining unit members who are current employees on the date of Board approval are entitled to the retroactive salary adjustment, bonus payment or cost-of-living adjustment. Employees who meet this criterion will receive the retroactive salary adjustment for the days they were on paid status during the period of retroactivity. If a bonus payment is negotiated, those employees who meet this criterion will be paid the bonus. If bonuses are negotiated, unless otherwise stipulated, they will not be considered salary adjustments and the Parties agree and acknowledge that bonuses are one-time payments and no commitment is made to continue any bonuses in the future. Supplements located in this Appendix and in other Appendices/Sections of this Agreement are not considered to be bonuses, but are payments for having provided additional services; for having earned an appropriate Advanced Degree(s); and/or for having earned and maintained an appropriate National Certificate.

2. Advanced Degree Supplements:

Masters	Add: $3,000 to Bachelor's
Double Masters	Add: $4,500 to Bachelor's
Specialists*	Add: $4,500 to Bachelor's
Doctorate	Add: $6,000 to Bachelor's

National Certificate Supplements:

National Board Certificate **	Add: $2,000 to Bachelor's
CCC or NCSP Certification***	Add: $2,000 to Bachelor's

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

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

***This amount will be paid annually to a holder of a valid "Certificate of Clinical Competence" (CCC) certificate or of a valid "National Certified School Psychologist" (NCSP) certificate, for as long as the respective employee remains in a Speech Language Pathologist's/Audiologist's position or remains in a School Psychologist's position. Should a Speech Language Pathologist/Audiologist or a School Psychologist voluntarily leave their respective positions with the District, they will no longer be eligible to receive the Annual National Certificate supplements listed above; however, if they are involuntarily moved from their respective positions, they will continue to receive the applicable National Certificate supplement listed above for the balance of that school year.

An employee holding from than one of the following certificates is eligible to receive only one annual supplement: NBPTS, CCC or NCSP.

3. The positions of Speech Pathologist (meeting requirements), School Psychologist, Occupational/Physical Therapist, Audiologist and ROTC employee shall be paid based upon experience, appropriate advanced degree and, if applicable, National Certificate. Notwithstanding Article VIII, Section A or paragraph 6 below, the minimum entry level for the above positions shall be an annual base salary of equivalent to $8,680 greater than the agreed upon minimum annual base salary per year effective July 1, 2022, unless otherwise stipulated elsewhere in this Agreement.

4. An exception to the standard established in paragraph 3 above is when the District is required to pay an ROTC employee an annual salary that is greater than that provided by the Grandfathered Salary or Performance Pay Salary Schedules. In such cases, the ROTC employee will be paid the higher salary and will not be eligible for future negotiated salary increases until and unless the Salary Schedules on which the employee is paid provides a higher salary than the salary the District is required to pay the ROTC employee.

5. Notwithstanding any other provisions of this Agreement, the salary of an employee granted a higher Grandfathered Salary or a higher Performance Pay Salary as provided in paragraphs 3 or 4 above who later moves to a different position that does not provide for a higher salary, that employee will have his/her Grandfathered Salary or Performance Pay Salary appropriately adjusted on the same date he/she moves to the different position.

APPENDIX A – OPEN RANGE GRANDFATHERED AND PERFORMANCE PAY SALARY SCHEDULES (cont'd)

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

NEW HIRE SALARY PLACEMENT SCHEDULE	
Years of Successful Experience	**Initial Annual Base Salary**
0	$54,500
1-4	$54,600
5-9	$54,750
10-14	$54,900
15	$55,220
16	$55,740
17	$56,270
18	$57,400
19	$58,650
20	$60,100
21	$61,600
22	$63,150
23	$64,700
24	$66,300
25	$67,950

This schedule will only be used to determine the initial annual base salary of a full-time new hire or to determine a change in the salary of employees who are subject to paragraphs 3 and 4 above and will not be used for any other purpose. A less than full-time new hire's annual base salary will be based on the number of days and/or partial days for which the new hire is initially employed. The provisions in Article VIII, Section B "Experience for Salary Defined" and Section C "Year of Service Defined" will be used in determining what constitutes prior years of successful experience.

It is further agreed that this NEW HIRE SALARY PLACEMENT SCHEDULE is subject to review from time to time with the intention, to the greatest extent possible, of minimizing potential for a current employee's annual base salary is less than the salary of a New Hire with the same number of years of experience when future Min-Max salary schedules are negotiated and when the passage of time may require such review.

APPENDIX B – SUPPLEMENTS

Unless otherwise noted herein, supplements are paid for services/duties performed beyond the regular duty day. Therefore, employees, excluding High School Athletic Directors, receiving any supplements are to teach or carry a full instructional assignment.

The Parties agree that when filling these supplemental positions, the responsibilities/duties associated with each supplement may be divided among two or more employees. When this occurs, the supplement's salary will be divided between or among those employees who are sharing the supplement's responsibilities/duties. If the employees sharing the supplemental responsibilities/duties cannot agree on which duties and/or how often such duties are to be the responsibility of each employee, the principal will be asked to intervene to determine which duties and/or how often these duties will be assigned to each employee. When doing so, the Principal will not act in an arbitrary and capricious manner, and his/her decision will be final.

The Parties also agree that should the District determine that no employee at a work site is qualified to perform the responsibilities of a particular supplement or if no employee at that work site wishes to fill the supplement, the District may fill the position with an employee assigned to a different work site or with personnel not in the T-bargaining unit.

Position	Supplement Amount
School Based Team Leader	
School Based Team Leader (1 per school)	$1,000
Academic Games	
All Levels - Academic Games Sponsor (supplement amount listed is paid per season)	$921
High School Academic Tournament Sponsor	$635
Agriculture	
High School Vocational Agriculture	$1,264
Art	
All Levels - Art Exhibitors (Each school is allocated one art exhibit supplement for school-wide, District and/or community exhibits. For other art activities or clubs agreed upon by the art instructor and his/her principal will count as one of the ***$621***)	$635
Athletic Director	
Executive Director High School Athletics (One per School District)	$6,020
High School Athletic Director	$9,000
High School Assist. Athletic Director (2 per school)	$4,500
Middle School Athletic Director (10-15 Sports)	$2,757
Middle School Athletic Director (5-9 Sports)	$2,124
Middle School Athletic Director (2-4 Sports)	$1,809
Band	
High School Band Director	$4,532
High School Assist. Band Director	$3,325
Middle School Band Director	$2,410
Middle School Assist. Band Director	$1,809

APPENDIX B – SUPPLEMENTS (cont'd)

Baseball	
High School Head Varsity Baseball Coach	$3,700
High School Head J.V. Baseball Coach	$2,800
High School Asst. Baseball Coach (2 per school)	$2,200
Middle School Head Baseball Coach	$2,124
Basketball	
High School Girls Varsity Head Basketball Coach	$4,600
High School Girls J.V. Head Basketball Coach	$3,400
High School Girls Assist. Basketball Coach (4 per school)	$2,200
High School Boys Varsity Head Basketball Coach	$4,600
High School Boys J.V. Head Basketball Coach	$3,400
High School Boys Assist. Basketball Coach (4 per school)	$2,200
Middle School Head Basketball Coach	$2,124
Bowling	
High School Girls Head Bowling Coach	$2,200
High School Boys Head Bowling Coach	$2,200
Cheerleading	
High School Sideline Varsity Cheer Head Coach (2 Semesters) (Football and Basketball)	$3,700
High School Sideline Varsity Cheer Head Coach - Spring	$700
High School Sideline J.V. Cheer Head Coach	$2,200
High School Sideline Cheer Assist. Coach (4 per school)	$2,200
High School Sideline Cheer Assist. Coach - Spring (5 per school)	$350
High School Competition Cheer Head Coach	$2,500
High School Competition Cheer Assist. Coach (2 per school)	$2,200
Chess	
All Levels - Chess Club Sponsor	$635
Chorus	
High School Chorus Director	$3,325
Middle School Chorus Director	$1,809
Class Sponsor	
High School Senior Class Sponsor	$2,124
High School Junior Class Sponsor	$1,264
Cross Country	
High School Girls Head Cross Country Coach	$2,500
High School Girls Assist. Cross Country Coach	$2,200
High School Boys Head Cross Country Coach	$2,500
High School Boys Assist. Cross Country Coach	$2,200
Dance/Drill Team	
High School Dance/Drill Team Coach	$2,124

APPENDIX B – SUPPLEMENTS (cont'd)

Debate	
High School Debate Coach	$2,410
Middle School Debate Coach	$1,264
Drama	
High School Drama Coach	$2,410
Middle School Drama Coach	$1,264
Elementary Teachers of Tomorrow	
Elementary Teachers of Tomorrow Sponsor	$921
Flag Football	
Girls Varsity Head Flag Football Coach	$3,700
Girls J.V. Head Flag Football Coach	$2,800
Girls Assist. Flag Football Coach (4 per school)	$2,200
Florida Future Educators	
High School FL. Future Educators Club Advisor	$1,264
Middle School FL. Future Educators Club Advisor	$921
Football	
High School Head Varsity Football Coach • *$6,000 (Fall) & $1,000 (Spring)*	$7,000
High School Assist. Football Coach (11 per school)	$4,000
High School Assist. Football Coach - Spring (11 per school)	$500
Future Farmers of America	
High School Future Farmers of Amer. Club Advisor	$921
Golf	
High School Girls Head Golf Coach	$2,200
High School Boys Head Golf Coach	$2,200
Intramural	
Middle School Intramural Coordinator	$921
Middle School Intramural Sponsor	$635
Lacrosse	
High School Girls Varsity Head Lacrosse Coach	$3,700
High School Girls J.V. Head Lacrosse Coach	$2,800
High School Girls Assist. Lacrosse Coach (2 per school)	$2,200
High School Boys Head Lacrosse Coach	$3,700
High School Boys J.V. Head Lacrosse Coach	$2,800
High School Boys Assist. Lacrosse Coach (2 per school)	$2,200
National Honor Society	
High School National Honor Society Sponsor	$635
Newspaper	
High School Newspaper Advisor	$2,124
Middle School Newspaper Advisor	$1,264
Psychology	
School Psychologist Administrative Duties	$4,532
School Psychology Intern Supervisor (three per School District)	$2,757

APPENDIX B – SUPPLEMENTS (cont'd)

SAC	
All Levels - SAC Chairperson (must serve as SAC Chairperson at school employed)	$1,264
Safety Patrol	
Elementary Safety Patrol Coordinator	$921
Science/Math Club/Fair	
High School Science Club Advisor/Science Fair Coordinator	$3,325
Middle School Science Club Advisor/Science Fair Coordinator	$2,124
Elementary School Math/Science Fair Coordinator	$635
District Science/Math Fair Coordinator/Facilitator (one supplement per area)	$1,264
SECME	
All Levels - SECME Advisor (supplement amount listed is paid per semester)	$1,264
Soccer	
High School Girls Varsity Head Soccer Coach	$3,700
High School Girls J.V. Head Soccer Coach	$2,800
High School Girls Assist. Soccer Coach (2 per school)	$2,200
High School Boys Varsity Head Soccer Coach	$3,700
High School Boys J.V. Head Soccer Coach	$2,800
High School Boys Assist. Soccer Coach (2 per school)	$2,200
Middle School Head Soccer Coach	$2,124
Softball	
High School Head Varsity Softball Coach	$3,700
High School Head J.V. Softball Coach	$2,800
High School Assist. Softball Coach (2 per school)	$2,200
Special Olympics	
All Levels - Special Olympics (paid to an employee or shared among employees who prepare students for and supervise eligible students at official Special Olympic competitive events)	$2,410
Student Council	
County Council of Student Councils (one per School District)	$2,410
Student Government	
High School Student Government Sponsor	$2,410
Middle School Student Government Sponsor	$1,264
Swimming/Diving	
High School Girls Head Swim/Dive Coach	$4,000
High School Girls Assist. Swim/Dive Coach	$3,000
High School Boys Head Swim/Dive Coach	$4,000
High School Boys Assist. Swim/Dive Coach	$3,000

APPENDIX B – SUPPLEMENTS (cont'd)

Tennis	
High School Girls Head Tennis Coach	$2,500
High School Girls Assist. Tennis Coach (1 per school)	$2,200
High School Boys Head Tennis Coach	$2,500
High School Boys Assist. Tennis Coach (1 per school)	$2,200
Track	
High School Girls Head Track Coach	$4,000
High School Girls Assist. Track Coach (2 per school)	$3,000
High School Boys Head Track Coach	$4,000
High Schools Boys Assist. Track Coach (2 per school)	$3,000
Middle School Head Track Coach	$2,124
Volleyball	
High School Girls Head Volleyball Coach	$3,700
High School Girls Head J.V. Volleyball Coach	$2,800
High School Girls Assist. Volleyball Coach (4 per school)	$2,200
High School Girls Varsity Head Beach Volleyball Coach	$3,700
High School Girls J.V. Head Beach Volleyball Coach	$2,800
High School Girls Assist. Beach Volleyball Coach (2 per school)	$2,200
High School Boys Head Volleyball Coach	$3,700
High School Boys Head J.V. Volleyball Coach	$2,800
High School Boys Assist. Volleyball Coach (2 per school)	$2,200
Middle School Head Volleyball Coach	$2,124
Water Polo	
High School Girls Head Water Polo Coach	$2,500
High School Girls Assist. Water Polo Coach (1 per school)	$2,200
High School Boys Head Water Polo Coach	$2,500
High School Boys Assist. Water Polo Coach (1 per school)	$2,200
Weightlifting	
High School Girls Head Weightlifting Coach	$2,500
High School Girls Assist. Weightlifting Coach (1 per school)	$2,200
High School Boys Head Weightlifting Coach	$2,500
High School Boys Assist. Weightlifting Coach (1 per school)	$2,200
Wrestling	
High School Girls Head Wrestling Coach	$3,700
High School Girls J.V. Head Wrestling Coach	$2,800
High School Girls Assist. Wrestling Coach (2 per school)	$2,200
High School Boys Varsity Head Wrestling Coach	$3,700
High School Boys J.V. Head Wrestling Coach	$2,800
High School Boys Assist. Wrestling Coach (2 per school)	$2,200
Yearbook	
High School Yearbook Advisor	$2,124
Middle School Yearbook Advisor	$1,264

APPENDIX B – SUPPLEMENTS (cont'd)

SPECIAL ACTIVITIES

-High Schools – one $621 supplement/75 students

-Middle Schools – one $621 supplement/75 students

-Elementary schools – one $621 supplement/75 students. A minimum of ten supplements will be allocated to each elementary school.

-High School – Tech Prep and/or Career Academic Coordinator $2,205. This payment is contingent on continuation of Federal grant funding.

-Middle School – Tech Prep and/or Career Academic Coordinator $635. This payment is contingent on continuation of Federal grant funding.

-Reading Endorsement – $1,103 (one-time supplement) to be paid to each fulltime school-based employee assigned to an elementary or secondary school (Middle School or High School) who has or adds the Reading Endorsement on his/her Florida State Department of Education issued teaching certificate making the employee certified to teach Reading at the secondary level or elementary courses where the Reading Endorsement or Reading certification is required. Employees who receive this supplement after July 1, 2022 are required to maintain the Reading Endorsement on his/her teaching certificate for at least five (5) years after adding the Reading Endorsement to his/her certificate. The District may retrieve this supplement from the employee's pay if the employee removes the Reading Endorsement from his/her certificate prior to that time.

This one-time supplement will be paid after the Reading Endorsement is added to the employee's certificate and will be paid either on the last pay date in June or on the last pay date in December whichever occurs first after the endorsement is added to the employee's certificate.

New employees who resign their employment or whose employment is terminated during their probationary period will not be eligible to receive this stipend. If an employee has received the stipend and his/her employment ends during his/her probationary period, the District may retrieve this supplement from the employee's pay.

APPENDIX B – SUPPLEMENTS (cont'd)

- Elementary Music Coordinator - $230 per major production, not to exceed three major productions per school year.
- All Levels – High School Department Head/Chair; Elementary Grade Chair; Middle School Department Head/Chair or Team Leader $260 per member as of Oct. 1 of each year.
- Middle Schools having both Team Leaders and Department Chairs such Leaders and Chairs will receive $260 per member as of Oct. 1 of each year.

Note: In instances when the same employee is both a Middle School Team Leader and a Middle School Department Chair at the same time, such employee will receive $185 per member of the Department and $185 per member of the Team as of Oct. 1 of each school year.

-All Levels - Supplemental Hourly Rate - $25.00/hour effective on the date the School Board approves this Agreement.

-All Levels - Trainers who provide training for those attending Mandatory In-Service $7 per hour in addition to the Mandatory In-Service Hourly Rate.

- All Levels – Professional Development (PD) Contact (one per school) $772.

Professional Development Team Member (per member) $552.

High School Professional Development Teams consist of five (5) members and one (1) PD Contact.

Middle School Professional Development Teams consist of three (3) members and one (1) PD Contact.

Elementary, Alternative & Non-Traditional School Professional Development Teams consist of two (2) members and one (1) PD Contact.

- High School Advanced Placement (AP) supplement - $50 per student passing an AP exam. (This ratio and payment is contingent on continuation of State AP funding and compliance with the State AP funding formula.)

- High School – Community Service Facilitator supplement dependent on the number of students enrolled in and who successfully complete the course(s) "Voluntary School/Community Service" and/or "Voluntary Public Service" that semester, i.e.,

- 1-25 students - $563 per semester.
- 26-50 students - $1,125 per semester.; and
- 51+ students - $1,688 per semester.

- All Levels – Academic Coach. As part of a pilot program, the District may select regular classroom teachers to provide professional development to other classroom teachers in no more than ten (10) high needs schools, as defined by the District with input from the Association, in December of the prior year.

  - $2,500 per year to Academic Coaches who lead at least three (3) professional development sessions at his/her location; provide ten (10) opportunities for other teachers to watch modeled instruction; and supply no fewer than five (5) comprehensive lesson plans to other teachers.
  - The ability to proceed with this pilot program is entirely dependent upon funding.

APPENDIX C – SUMMER SCHOOL (SPECIAL SESSION) SALARY SCHEDULE

Summer school (special session) employees will be paid at their hourly rate of pay based on their daily rate of pay in effect during the contract period immediately preceding the summer school (special session) program. Supplementary salaries shall not be included in calculating the daily and hourly rate of pay.

To calculate the hourly rate of pay, divide the annual salary by 196 days and divide the quotient by 7.5 hours. The Parties agree that the name change from "summer school" to "special session" is only a name change and does not in any way imply any agreement(s) concerning year-round schools or any other change(s) to employees' wages, hours and/or terms and conditions of employment**.**

APPENDIX D – ADDITIONAL PERIOD SUPPLEMENT

An employee assigned an additional period of work in middle; high vocational, alternative and/or special school will be paid the following rates for each additional period of work. An employee assigned to a technical or career center will also be paid this rate for any time in excess of five (5) periods or five (5) hours per day whichever is less.

Effective on the first date of the next earnings period after this Agreement is adopted by the School Board and ratified by CTA: $30.00 per period*

* This assumes that the period is less than one (1) hour in duration. If the period is longer than an hour, this rate will be an hourly rate and will be paid proportionately for any ten (10) minute block(s) of time over an hour.

APPENDIX E – FAMILY MEDICAL LEAVE (FML)

FAMILY MEDICAL LEAVE (FML) - Uncompensated, with continued Board paid health insurance, family medical leave (FML) shall be granted to any eligible employee in keeping with the following provisions:

1. FML will be available to those employees who are full-time employees and have been employed by the Board at least twelve (12) months prior to taking such leave.

2. Approved reasons to take an FML are to care for the employee's child after birth or following placement of adoption or foster care; to care for the employee's spouse, son, daughter or parent who has a serious health condition; or for a serious health condition that makes the employee unable to perform his/her job.

3. An FML may be taken before or after utilizing any other leave provisions of this Agreement.

4. The term "serious health condition" is defined as a condition which requires inpatient care or continued treatment by a health care provider.

5. An eligible employee shall be entitled to take up to twelve (12) weeks of FML in any twelve (12) month period.

6. The Board shall continue an employee's group health insurance in full effect as when the employee was not on leave. The employee shall be responsible for his/her share of insurance cost, where applicable.

7. If leave is to be taken to care for a newborn child or a child newly placed for adoption or foster care, the employee must provide written notice of the leave to the personnel department, at least ten (10) calendar days in advance, if possible. If a FML is needed for foreseeable medical care, it should be requested, in writing at least thirty (30) calendar days in advance, or as early as is practicable.

8. Medical certification may be requested by the Board to be signed by the patient's attending doctor when the FML is for a serious health condition of the employee's spouse, child, or parent. Such certification will certify that it is necessary for the employee to care for the patient and the estimated length of time the care will be needed. A medical certification for an employee who is taking an FML for his/her own serious health condition may be requested by the Board.

9. Intermittent FML shall be granted when the employee or the spouse, child, or parent of the employee has a serious medical condition and it is foreseeable that the employee will need short periods of time off.

APPENDIX E – FAMILY MEDICAL LEAVE (FML) – (cont'd)

10. Unless waived by the administration, FML's which are to begin during the following periods of time will be regulated as indicated.

    a. If an employee begins an FML more than five (5) weeks before the end of the school year, the employee must remain on leave for the balance of the school year if the FML is at least three (3) weeks and the employee's return would take place during the last three (3) week period of the school year.

    b. If the employee begins an FML less than five (5) weeks before the end of the school year for the birth or placement of a child or for the serious health condition of a child, parent or spouse, the employee must continue on leave until the end of the school year if the FML is longer than two

    c. (2) weeks and the employee's return would take place during the last two (2) week period of the school year.

    d. If the employee begins an FML less than three (3) weeks before the end of the school year for the birth or placement of a child or for the serious health condition of a child, parent or spouse, and the leave is for more than five (5) working days, the Board may require the employee to continue taking the FML until the end of the school year.

11. Upon returning to work, the employee will be treated as any employee returning from any other leave of absence in keeping with provisions of this Agreement.

APPENDIX F – 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 G – ANNUAL OPTIONAL PAY-OUT FOR ACCUMULATED SICK LEAVE

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

Option One:

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

Option Two:

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

Option Three:

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

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

APPENDIX H – TEACHER VOLUNTARY TRANSFER REQUEST

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
DEPARTMENT OF RECRUITMENT AND RETENTION

Teacher Voluntary Transfer

Directions to Complete Form:

1. Verify that you are eligible for Voluntary Transfer. (See Bulletin #P-15024-CAO/HR/RR)
2. Apply for the FY2016 position via PeopleSoft.
3. Complete PBSD 1623 and send to the principal or director who advertised the job within two (2) business days of submitting the online application. The form may be sent by fax, email, or hand delivered. Make a copy of all forms submitted for your records.
4. If offered a position during the Voluntary Transfer Period, submit a copy of this form to Matthew Temple, HR Specialist, A-132/Recruitment & Retention.

Employee ID #	First Name	Last Name

Advertised Job Information:

Job ID Number _____

School _____

Title of Position _____

Highly Qualified/Certification Area(s) (list subject areas on current certificate)

Highly Qualified	Certification Area(s)	Certification Grade Levels	Expiration Date
☐ Yes ☐ No			
☐ Yes ☐ No			
☐ Yes ☐ No			
☐ Yes ☐ No			

Current School _____

Current Job Title _____

Grade(s)/Subject(s) _____

Contract Status at this time *(check one)* ☐ PSC ☐ CC ☐ AC

Have you been identified as a Unit Adjustment Transfer (UAT)/Excess employee? ☐ Yes ☐ No

Start Date as a Teacher in the District *(seniority date)* _____

If you do not know your union seniority date, see your school or department secretary, or call the HR Customer Care Center at (877) 477-3722.

PBSD 1623 (Rev 1/21/2015)

APPENDIX I - PERC CLARIFICATION MEMORANDUM OF AGREEMENT

After conferring with legal counsel, both Parties agree that any joint petition to the Florida Public Employees Relations Commission for a unit clarification as agreed to in Article I, Section B of the CTA/School Board Collective Bargaining Agreement would not be proper as the listings of job titles under the heading "INCLUDED" in said Section are not changes, but constitute a re-naming of job titles or a deletion of job titles no longer in existence.

The Parties agree that the new substitute list will be used in the future to describe the members of the bargaining unit and that any of the old titles will automatically become members of the bargaining unit should they be reinstated in the future.

APPENDIX J – DISCTRICT AND SCHOOL TUTORIAL PROGRAM HOURLY RATE

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

APPENDIX K – TEACHER REQUEST FOR JOB SHARING

THE SCHOOL DISTRICT OF PALM BEACH COUNTY
DEPARTMENT OF RECRUITMENT AND RETENTION

Job Sharing Request
for Instructional Personnel

Instructional Employees must have at least 3 consecutive years of working in the school district in order to be eligible for a job sharing position. Enter your Employee ID and press tab.

Employee ID	First Name	Middle Name	Last Name

School/Dept ID	School/Dept Name	School District Email Address

School District Seniority Date _____

Name of School/Dept Secretary _____ Phone/PX # _____

Current Teaching Assignment _____

Area(s) of Certification _____

Type of Job Share Request:

○ New agreement ○ Renewal of current agreement

If renewal of current agreement, please indicate position # _____

Proposed Job Sharing Plan:

School Year 2014/2015

School Name _____

Teaching Assignment _____

Name of Job Share Partner _____

Name of Position Owner _____

Requestor directions: Sign the form electronically, route the form to the Principal/Department Head for proposed job sharing plan.

Signature of Requestor

How to Route this Form

Job Sharing position will be confirmed through email by the Recruitment and Staffing Specialist.

Principal/Department Head, sign the form to indicate approval and route to Area Superintendent.

Signature of Principal or Department Head

Area Superintendent, sign the form to indicate approval, then route to 'Job Sharing' work queue.

Signature of Area Superintendent

PBSD 2180 (Rev 12/3/2013) RECORD COPY- Personnel file

APPENDIX L – MOU LINK INDEX

Reading Endorsement Supplement – 4/7/2025

HealthCorps, Inc. Club Sponsor Stipend Program – 8/18/2025

Bus Driver Referral Program - 7/10/2024

Green Champion Program Stipend - 7/11/2024

Extended Day Instruction Supplement and Accommodations - 7/8/2024

Employee Substitute Coverage - 7/8/2024

Student Engagement Mentor Stipend - 5/16/2024

Teacher Ambassador Program - 5/14/2024

Palm Beach Check-In Check-Out Stipend - 3/29/2024

Verification of Experience for International Teachers - 12/18/2023

Rate Continuation for Hospital Homebound Temporary Teachers - 7/31/2023

Retention Supplement - 6/6/2023

Florida Civics Seal of Excellence Endorsement Stipend - 2/7/2023

Retirement and Resignation Incentive Payment - 12/8/2022

Bilingual School Counselor Master's Degree Program - 12/8/2022

Bachelor Level Speech Language Pathologists (SLPs) - 8/9/2022

Virtual Home Educational Services - 7/13/2022

Foreign Teaching Experience, Jamaica - 5/4/2022

Test Item Writers and Test Item Reviewers MOU - 3/31/2015

AP and IB Instructors - 2/17/2012

Fingerprinting - 6/29/2005

APPENDIX M – MOU – FINGERPRINTING

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION

AND

THE PALM BEACH COUNTY SCHOOL DISTRICT

The aforementioned Parties, by the signatures of their respective representatives below, agree this 29th day of June 2005 to the following concerning the re-fingerprinting of employees as required by Senate Bill 2986.

1. The Parties recognize that the Florida Legislature enacted and the Governor signed into law Senate Bill 2986 during the 2004 Legislative Session. This law, effective July 1, 2004, requires all public education employees to be re-fingerprinted with such prints to be reviewed and maintained by the Florida Department of Law Enforcement (FDLE) with an initial review of each set of prints by the Federal Bureau of Investigation (FBI) and a follow-up review beginning in 2009 and every five years thereafter.

2. This agreement affects only employees who are required to be re-fingerprinted by the State on or after July 1, 2004 and does not apply to the initial costs of fingerprinting of applicants seeking employment with the District either before or after July 1, 2004.

3. The District will assume all initial costs of re-fingerprinting for all impacted employees of the District, i.e., the District's administrative cost, the cost of the initial fingerprint check with the FDLE, and the cost of the initial fingerprint check with the FBI.

4. Beginning in the fall of 2005 and thereafter, each affected employee will assume the annual maintenance fee charged by the FDLE and, beginning in 2009 and every five (5) years thereafter, the fee charged by the FBI. Payroll deductions will be available to the employee to make these payments when such costs are incurred.

5. This agreement does not affect applicants who are seeking employment with the District, except they will be subject to the fees set forth in paragraph 4 above in the event they become employees of the District on or after July 1, 2004.

APPENDIX M – MOU FINGERPRINTING (cont'd)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION
AND
THE PALM BEACH COUNTY SCHOOL DISTRICT

The aforementioned parties, by the signatures of their respective representatives below, agree this 29th day of June, 2005 to the following concerning the re-fingerprinting of employees as required by Senate Bill 2986.

1. The parties recognize that the Florida Legislature enacted and the Governor signed into law Senate Bill 2986 during the 2004 Legislative Session. This law, effective July 1, 2004, requires all public education employees to be re-fingerprinted with such prints to be reviewed and maintained by the Florida Department of Law Enforcement (FDLE) with an initial review of each set of prints by the Federal Bureau of Investigation (FBI) and a follow-up review beginning in 2009 and every five years thereafter.
2. This agreement affects only employees who are required to be re-fingerprinted by the State on or after July 1, 2004 and does not apply to the initial costs of fingerprinting of applicants seeking employment with the District either before or after July 1, 2004.
3. The District will assume all initial costs of re-fingerprinting for all impacted employees of the District, i.e., the District's administrative cost, the cost of the initial fingerprint check with the FDLE, and the cost of the initial fingerprint check with the FBI.
4. Beginning in the fall of 2005 and thereafter, each affected employee will assume the annual maintenance fee charged by the FDLE and, beginning in 2009 and every five (5) years thereafter, the fee charged by the FBI. Payroll deductions will be available to the employee to make these payments when such costs are incurred.
5. This agreement does not affect applicants who are seeking employment with the District, except they will be subject to the fees set forth in paragraph 4 above in the event they become employees of the District on or after July 1, 2004.

FOR THE SCHOOL DISTRICT:

Gerald A. Williams
Chief Officer of Administration

Arthur C. Johnson, Ph.D.
Superintendent

Tom Lynch, Chairman
School Board

FOR THE ASSOCIATION:

Helene Samango
Executive Director

Theo Harris
President

APPENDIX N – MOU – FLORIDA CIVICS SEAL OF EXCELLENCE ENDORSEMENT STIPEND

MOU - Florida Civics Seal of Excellence Endorsement Stipend

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION
AND
THE SCHOOL BOARD OF PALM BEACH COUNTY

The School Board of Palm Beach County (the "District") and the Palm Beach County Classroom Teachers Association (the "CTA"), as evidenced by the signatures below, agree to this Memorandum of Understanding ("MOU") related to the Civics Seal of Excellence Endorsement.

BACKGROUND

The District elected to participate in the Florida Civics Seal of Excellence Endorsement initiative offered by the Florida Department of Education (FLDOE). The Florida Civics Seal of Excellence is a major component of Governor DeSantis' $106 million Civic Literacy Excellence Initiative. The funding will be used to create and award qualified teachers with the Florida Civics Seal of Excellence, which includes a $3,000 allocation per educator who completes training to earn the Endorsement. **The allocation includes the employer's share of FICA tax which reduces the stipend amount to $2,787.**

The Florida Civics Seal of Excellence Endorsement may be accomplished through the delivery of a civic literacy-focused, online professional development system. The goal of the professional development is to ensure teachers know how to effectively implement evidence-based practices for civics and government content, and have sufficient content knowledge to teach these courses. The high-quality content for professional development is being created in conjunction with subject matter experts who have a deep and rich understanding of the founding principles of the United States and the Constitution.

ELIGIBILITY

To be eligible for and receive the $2,787 stipend (minus standard taxes and deductions), the teacher must:

1. Be a full-time employee of the District or District-approved charter school
2. Complete all course activities for the Florida Civics Seal of Excellence Endorsement virtual teacher training

RESPONSIBILITIES & STEPS

1. Confirm eligibility to take the course (valid Florida teaching license)
2. Register for the course at https://www.civicsexcellence.org/
3. Complete all course activities and passing requirements by your course end date
4. Download the Civics Seal of Excellence Endorsement completion certificate

COMPENSATION

Eligible teachers who complete the Florida Civics Seal of Excellence Endorsement virtual teacher training will receive a stipend of $2,787, minus standard taxes and deductions. Payments will be made to teachers after receipt of payment from the FLDOE. The payment to teachers will be included in the next available paycheck. **After applicable taxes and deductions, the final payment amount will be less than $2,787.**

CHARTER SCHOOLS

Upon receipt of payment from the FLDOE for charter school(s) within the District, the District will promptly forward $3,000 per eligible educator to a charter school(s) for the purpose of paying a $2,787 stipend to the eligible charter school teachers that successfully completed the training, subject to appropriate reductions and withholdings as determined by the Charter School.

GENERAL PROVISIONS

The Parties agree that either Party may request a meeting in writing to discuss any possible changes to this MOU. Any further extensions may only be affected by mutual understanding. If the FLDOE discontinues this program or funding for issuing a stipend at any time, the District assumes no responsibility to compensate employees for completing this program.

For the Palm Beach County Classroom Teachers Association

Justin Katz, President

Date: 2/6/2023

Theo Harris, Executive Director

For the School Board of Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 2/7/23

Jay Boggess, Chief of Staff

Heather Frederick, Chief Financial Officer

Timothy Kubrick (Feb 6, 2023 14:47 EST)

Tim Kubrick, Director of Labor Relations

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL DISTRICT OF PALM BEACH COUNTY AND THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION

BACHELOR LEVEL SPEECH LANGUAGE PATHOLOGISTS (SLPs)

The School Board of Palm Beach County (the "District") and the Palm Beach County Classroom Teachers Association (the "CTA") as evidenced by the respective signatures below Agree to this Memorandum of Understanding ("MOU") related to the compensation of Bachelor level SLPs.

Henceforth, from July 1, 2022, the Parties agree to the following:

SLPs with a bachelor's degree from an accredited university and a valid/current non-renewable educator's certificate from the Florida Department of Education in Speech Language Impaired will be compensated in accordance with the New Hire Salary Placement Schedule for teachers. The initial placement on the salary schedule will be at the minimum unless documentation of eligible experience is provided. If experience documentation is provided and approved, the BA SLP will be credited years of service in accordance with the Collective Bargaining Agreement with CTA.

Upon completion of the Master's degree, or higher, in Speech Language Pathology, and demonstrated eligibility for either the 5 year renewable professional teacher certificate in Speech Language Impaired (from the FLDOE), or the FL Department of Health provisional license to practice Speech Language Pathology, the employee's compensation will be at least the entry level annual base salary for School Psychologists, Occupational/Physical Therapists, Audiologists, Speech Language Pathologists, and ROTC Instructors, plus any applicable degree supplements, as set forth in the Collective Bargaining Agreement with CTA.

BA SLPs will be eligible to receive all other supplements (e.g., Glades Supplement, Referendum supplement, etc.) as per the Collective Bargaining Agreement with CTA. BA SLPs currently employed in the "Grow Our Own SLP Program" at the time of this Agreement, will be "Grandfathered" in and maintain their current rates of compensation.

General Provisions

The Parties agree that either Party may request a meeting in writing to discuss any possible changes to this MOU.

APPENDIX O – BACHELOR LEVEL SPEECH LANGUAGE PATHOLOGISTS (cont'd)

For the Palm Beach County
Classroom Teachers Association

Justin Katz, President

Date: 7/27/22

Theo Harris, Executive Director

For the School District of
Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 8/9/22

John-Anthony Boggess, Chief of Staff

Heather Frederick, Chief Financial Officer

Kevin McCormick (Aug 3, 2022 17:00 EDT)

Kevin McCormick, Director of
Exceptional Student Education

Timothy Kubrick (Aug 3, 2022 14:50 EDT)

Tim Kubrick, Director of Labor Relations

APPENDIX P – MOU - FY25 BUS DRIVER EMPLOYEE REFERRAL BONUS PROGRAM

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
AND
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION, INC.

This Memorandum of Understanding between The School District of Palm Beach County ("District") and the Palm Beach County Classroom Teachers Association, Inc. (Union) is entered on this date of ~~June~~ July 10, 2024. The District and Union shall be collectively referred to as "the Parties".

The Parties agree as follows:
In an effort to recruit, hire, and retain high-quality employees, the District provides the **Bus Driver Employee Referral Bonus Program**. This program rewards employees who refer external applicants who are hired by the District and remain employed for thirty (30) calendar days as a bus driver. Specific details and requirements of the Bus Driver Employee Referral Program are outlined in subsequent pages.

Compensation
Eligible referrers will receive payment based on the following guidelines:
Each successful referrer will receive $1,000, minus applicable taxes and deductions, for each applicant hired. There is no limit to the number of applicants that can be referred; however, employees are limited to a maximum of $10,000 per fiscal year. Referral payments will be issued in the first available pay period following the applicant's completion of thirty (30) calendar days of employment as a bus driver.

General Provisions
The District reserves the right to discontinue the Bus Driver Employee Referral Program as it deems appropriate.

For the Palm Beach County Classroom Teachers Association, Inc.

Gordan Longhofer, President
Date: 6/24/2024

Justin Katz, Executive Director

For the School District of Palm Beach County, Florida

Michael J. Burke, Superintendent
Date: 7/10/24

Joseph Sanches, Chief Operating Officer

Heather Frederick, Chief Financial Officer

Timothy Kubrick (Jul 9, 2024 10:50 EDT)

Tim Kubrick, Chief of Human Resources / Chief Negotiator

APPENDIX P – FY25 BUS DRIVER EMPLOYEE REFERRAL BONUS PROGRAM (cont'd)

The Palm Beach County School District - Bus Driver Employee Referral Bonus Program

The Palm Beach County School District is committed to hiring the highest quality employees to serve our students and communities. As an incentive to our current employees and to fill critical positions, we are excited to announce the Employee Referral Bonus Program for the positions of **School Bus Drivers** for a limited time.

The District will provide a $1,000 bonus to current District employees who refer an external applicant who is selected and successfully employed as a **School Bus Driver**.

Applicant – To be eligible for the referral bonus, the applicant must be hired into the following job title:

- Bus Driver, Job Codes 33190, 33210

Referring Employee – All current full-time and part-time employees are eligible to receive a referral bonus except for the following:

- Employees whose regular, recurring jobs include the recruitment and hiring of employees
- Any employee within the Division of Human Resources
- Directors, Managers, Supervisor level or above if the referred individual will directly or indirectly report to them

Referral Bonus Program Procedures – To be eligible for the referral bonus all of the following conditions must be met:

- The applicant must not have been employed by the Palm Beach County School District within the past ninety (90) calendar days, excluding the Summer, Thanksgiving, and Winter Breaks.
- Applicants involuntarily released from previous employment with the District are not eligible.
- The referring employee must be an active employee at the time of referral submission.
- The referring employee and **School Bus Driver** must be active employees at the time of the referral bonus payout.
- The referring employee must complete the Employee Referral Form. The applicant must identify the employee as the referring source on their online application when it is submitted. Applicants may also receive an email from the Human Resources Partner of District Operations to confirm the name of the employee who referred them to the position of **School Bus Driver**.
- Employees/Referrals who do not follow this process may not qualify for the bonus.
- The bonus **cannot** be split between employees.
- The applicant will be required to identify the eligible employee who initially referred them to the position.
- The applicant must remain employed for thirty (30) calendar days as a bus driver. *(This does not include any training programs required prior to becoming eligible for the bus driver position.)*
- The referred applicant must not have received any disciplinary action since being hired.
- Referral bonuses will be monitored and awarded at the discretion of the Chief Operating Officer or designee.
- Any disputes concerning the administration of this program will be the responsibility of the Chief Operating Officer or designee to resolve.

Referral Bonus Details – Eligible referrers will receive payment based on the following guidelines:

- The referrer will receive $1,000, minus applicable taxes and deductions, for each candidate who meets the criteria above.
- Referral bonuses are limited to a maximum of $10,000 per fiscal year per employee.
- The referrer will be notified upon eligibility of payment for the referral bonus.

APPENDIX Q – MOU - RATE CONTINUATION FOR HOSPITAL HOMEBOUND TEMPORARY TEACHERS

MEMORANDUM OF UNDERSTANDING
Between
The School District of Palm Beach County
And
The Palm Beach County Classroom Teachers Association

Rate Continuation for Hospital Homebound Temporary Teachers

The School District of Palm Beach County (District) and the Palm Beach County Classroom Teachers Association (CTA), as evidenced by the respective signatures below, agree to this Memorandum of Understanding (MOU) related to the position of Temporary Teacher in the Department of Hospital Homebound as more specifically set forth herein.

Beginning with the first payroll period following the execution of this agreement and through the end of the 2024-2025 school year, the Parties agree to continue the hourly rate of pay for the position of Temp Tch Homebound (Job Code 62715) at $37.00 when the employee is paid by the District.

DURATION

This MOU will become effective upon the Parties' representatives affixing their signatures below. and will expire on June 30, 2025. Any further extension of this rate agreement may only be made by mutual agreement.

FOR THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION:

Gordan Longhofer, President

Date: 7/26/23

Justin Katz, Executive Director

FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY:

Michael J. Burke, Superintendent

Date: 7/31/23

Tim Kubrick, Chief of Human Resources / Chief Negotiator

Heather Frederick, Chief Financial Officer

Bradley S. L. Henry

Brad Henry, Director of Virtual & Home Educational Services

APPENDIX R – MOU – VIRTUAL/HOME EDUCATIONAL SERVICES

Appendix Q – MOU – Virtual/Home Educational Services

Memorandum of Understanding
Between
The School Board of Palm Beach County
And
The Palm Beach County Classroom Teachers Association

The above parties, by the signatures of their respective representatives below, agree this 29th day of June, 2022, to modify, set aside and/or replace some provisions of the Collective Bargaining Agreement as stipulated herein for full-time personnel employed as teachers in the School District's Virtual/Home Educational Services programs. Virtual Instructional employees (hereinafter referred to as "District") Virtual/Home Educational Services (hereinafter referred to as "School") will enjoy and be subject to all terms and conditions of employment including the salary and benefits provided pursuant to the parties' Collective Bargaining Agreement (hereinafter referred to as "CBA"), except that:

1. Teachers assigned to the School are subject to the School's Teacher Handbook as it relates to the at-home work environment and other terms and conditions of employment. Therefore, teachers assigned to the School are not covered by Article II, Section A. 5 and 6, or Sections C and D of the CBA.

2. Teachers will be responsible for providing grades and other feedback to their students pursuant to the Schools grading and feedback procedures. Therefore, teachers assigned to the School are not covered by Article II, Section A. 7 of the CBA.

3. Teachers assigned full-time to the School are subject to a duty day that will require them to be available to their students on-line and/or via their personal telephones within a twelve (12) hour day as determined by the School, although actual duty time during this 12-hour availability period shall be limited to a non-continuous period of 7.5 hours that includes a daily 40 minute planning period, a daily 30 minute meal period, and a minimum of one (1) hour per day for office hours to be determined by the teacher. Therefore, teachers are not covered by the last sentence of Article II, Section A 1, or Article III of the CBA, except for Sections A, B 6, 7 and 8; C 1, 2 and 5; E; F 1; H; K; L; R and S, which do apply to these teachers. In addition, paragraph 9 of Article III, Section G of the Agreement is also applicable.

4. Teachers assigned to the School are subject to a process of the Classroom Teachers Evaluation System (CTES) and can be observed through virtual instruction. With these understandings and minor exceptions, teachers are covered by the provisions of Article II, Section G of the CBA.

5. Because of the unique nature of the assignment to the School and the at-home work environment, teachers are not covered by Article II, Section F 1-7; H; J; O; Q; R; U; V and W of the CBA. Teachers are subject to providing time-logs and developing in depth review and enhancement lessons as needed for their students and, per School formatting guidelines, may be required to record and provide these lessons to others, including but not limited to the District and to other teachers assigned to the School.

6. Day-to-day instruction for teachers of record will be performed fully remote during 8:00AM-8:00PM on school days. Teachers in support positions work from the designated program site and observe traditional office hours. Teachers are required to attend Professional Development Programs/Trainings, testing, and other special school activities as required by the District and/or the School during the School Year in-person and such days may or may not be the same as those scheduled for other T-Bargaining unit employees. In addition, teachers may not be provided with "Teacher Work Days" on the same dates as other T-Bargaining unit employees.

7. It is understood that in lieu of attending an Open House and/or some of the twice a month Faculty Meetings that may be scheduled by the School in keeping with Article III, Section b 6 and 7 of the CBA, the teacher may be required to conduct face-to-face instructional seminars with students at a site determined by the School. This may be a public library, a school facility or another suitable location as determined by the School. It is further understood that teachers will be eligible for mileage reimbursement from the District if the location to which they are authorized to travel in their personal vehicles requires them to drive a greater number of miles than the number of miles constituting a roundtrip from his/her residence to the Administrative Offices of the School. Mileage reimbursement will be at the District's published rate and will be for miles driven in excess of the roundtrip mileage from the employee's residence to the School.

8. The parties agree that if a selected teacher, regardless of the number of his/her years of service, determines that he/she no longer wants to be assigned as a teacher at the School anytime during the first ninety (90) work days as a Virtual School/Home Educational Services teacher, he/she may notify the School's Director in writing that he/she wishes to be considered UAT and he/she will be UAT'd from the School and placed in another assignment as soon as possible using the provisions of Article IV, Section E of the CBA.

9. The parties further agree that if the School's Director determines there is a need to reassign a selected teacher from the School to another assignment anytime during the first ninety (90) work days as a School teacher, the Principal must notify the teacher in writing that he/she will be considered a UAT and the teacher will be UAT'd from the School assignment and placed in another assignment as soon as possible using the provisions of Article IV, Section E of the CBA.

10. The parties agree employees seeking placement as a teacher assigned to Virtual School/Home Educational Services may not utilize the Unit Adjustment Transfer (UAT) placement process to seek or attain such placement, but may seek a Voluntary Transfer to posted vacancies at the Virtual School pursuant to Article IV, Section C of the parties' CBA.

11. The parties agree that should the District determine there is a need for some or all of its full-time teachers to work extended duty days, the provisions of Article III, Section A may be applied and used to the extent necessary to fulfill the responsibilities of the School to its enrolled students. In addition, nothing herein denies the right of the District to post vacancies for part or all of the special session and to select teachers from among those who apply to teach in the Virtual/Home Educational

Services special session. Nothing herein denies the right of the District to employ part-time employees to work part-time during part or all of the special session.

FOR THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION

Justin Katz, President

Date: 6/29/2022

Theo Harris, Executive Director

Date: 06/29/2022

FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

Michael J. Burke, Superintendent

Date: 7/13/22

Jay Boggess, Chief of Staff

Date: 07/13/2022

Bradley S. L. Henry

Brad Henry, Director of Virtual and Home Educational Services

Date: Jul 11, 2022

Tim Kubrick (Jul 5, 2022 10:27 EDT)

Tim Kubrick, Director of Labor Relations

Date: Jul 5, 2022

APPENDIX S – MOU - BILINGUAL SCHOOL COUNSELOR MASTER'S DEGREE PROGRAM

MOU - Bilingual School Counselor Master's Degree Program

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION (CTA)
AND
THE SCHOOL DISTRICT OF PALM BEACH COUNTY (DISTRICT)

The School Board of Palm Beach County (the "District") and the Palm Beach County Classroom Teachers Association (the "CTA") as evidenced by the respective signatures below, agree to this Memorandum of Understanding ("MOU") related to the ESOL Bilingual/Bicultural School Counselor Scholarship Program.

PURPOSE

In response to the increase in enrollment of English Language Learners (ELL), the Department of Multicultural Education has entered into an agreement with Florida Atlantic University (FAU) to offer an ESOL Bilingual/Bicultural Scholarship, covering full tuition, to District employees for a Master's Degree in School Counseling. Upon completion of the Master's Degree and obtaining full eligibility as determined by the Florida Department of Education and the Department of Multicultural Education, the employee will serve in the capacity of an ESOL School Counselor or School Counselor position for a minimum of three (3) years. Candidates must be selected by the Department of Multicultural Education using the established eligibility criteria listed below and an approved interview rubric and process.

ELIGIBILITY

To be eligible for the scholarship, employees must meet the following criteria:

- Current full-time teacher or professional in a District-operated school or department
- Must hold an active Florida Educator's Certificate, preference to be given to employees who hold a Professional Educator's Certificate
- Must be bilingual/bicultural in Haitian Creole, Spanish, Portuguese, Q'anjob'al, Mam, or other as determined by the District
- Must pass a language screening administered by the Department of Multicultural Education in the target language that includes sections in reading, writing and oral language
- Complete the District application for entrance into the cohort and sign the scholarship agreement and any associated documents required in the application

- Complete the FAU application and pay any and all applicable fees for application and registration
- Receive acceptance into the School Counselor Master's Degree program by FAU
- Attend any and all required meetings or events as outlined by FAU or the District
- Maintain a minimum GPA of 3.0 throughout the duration of the scholarship
- Maintain continued enrollment and a full schedule of courses aligned with the University's individually prescribed schedule
- For continued eligibility, submit a copy of your grades and upcoming schedule to the District Representative in the Department of Multicultural Education each semester

REQUIREMENTS

- Adhere to all requirements outlined above while completing the Master's Degree
- Graduate with a Master's Degree in School Counseling from FAU
- Submit degree-conferred transcripts to Human Resources upon completion of the program
- Apply for and obtain certification in School Counseling with the FL DOE
- Maintain employment at a District-operated school as a Bilingual School Counselor or School Counselor, serving at a school with a significant percentage of ELL students, for at least three (3) years after completing the master's degree

General Provisions

Funding for each participant will be provided directly to Florida Atlantic University for the prescribed courses. Participants must purchase books and pay any and all non-tuition fees associated with the Master's Degree Program. Following graduation, each employee is responsible for the fees associated with obtaining certification in School Guidance and Counseling.

Employees, whose position is eliminated due to budgetary adjustments, will be placed into ESOL Bilingual School Counselor positions when possible. Participants who voluntarily end employment with the District or refuse to work in the capacity of an ESOL Bilingual School Counselor or School Counselor, serving a significant percentage of ELL students, may be required to repay the full or prorated amount of the scholarship awarded.

The District reserves the right to discontinue the ESOL Bilingual/Bicultural School Counselor Scholarship at any time as determined necessary.

APPENDIX S – BILINGUAL SCHOOL COUNSELOR MASTER'S DEGREE PROGRAM (cont'd)

For the Palm Beach County Classroom Teachers Association

Justin Katz, President

Date: 11/14/2022

Theo Harris, Executive Director

For the School District of Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 12/8/22

John Anthony Boggess, Chief of Staff

Erica Reger
Erica Reger (Nov 30, 2022 12:46 EST)

Erica Reger, Chief of Human Resources

Heather Frederick, Chief Financial Officer

Elaine Gallagher (Nov 17, 2022 07:20 EST)

Elaine Gallagher, Director of Recruitment and Retention

Melissa Patterson (Nov 15, 2022 11:48 EST)

Melissa Patterson, Director of Multicultural Education and Migrant Education

Timothy Kubrick (Nov 14, 2022 16:12 EST)

Tim Kubrick, Director of Labor Relations

APPENDIX T – MOU – TEST ITEM WRITERS/REVIEWERS – COMPENSATION AND GUIDELINES

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL DISTRICT OF PALM BEACH COUNTY (The District)
AND
THE CLASSROOM TEACHERS ASSOCIATION (CTA)
(Revised March 13, 2015)

Whereas, The School District of Palm Beach County, Florida and the Palm Beach County Classroom Teachers Association believe that it is in the best interest of instructional staff to have additional earning opportunities.

Whereas, both Parties believe that the creation and review of test items for test item banks for end-of-course assessments for courses not measured by statewide assessments is important to improve instructional practices.

Therefore, be it resolved that effective February 12, 2014, both Parties agree to the following conditions of participation of selected teachers in the Central Florida Assessment Coalition (CFAC) test item writing and test item review activities:

- The District shall advertise the temporary supplemental positions of "Test Item Writer" and "Test Item Reviewer".
- Teachers selected must hold a current Florida State Professional teaching certificate or a District Career and Technical Education Certificate.
- Teachers selected are currently employed by the District.
- After being selected to be a Test Item Reviewer or a Test Item Writer, each teacher must participate in an online training program facilitated by CFAC. Teachers will be paid a one-time stipend of $75 upon successful completion of the training and must participate in the appropriate activity, i.e. test item writing or test item reviewing.
- The rate of compensation for Test Item Writer shall be $30 per test item written and accepted. In order to be accepted, test items must meet CFAC's and the District's specification for quality and timelines of submission.
- The rate of compensation for Test Item Reviewers shall be $6 per test item reviewed. Test Item Reviewers will follow all CFAC's guidelines and requirements when reviewing items. Test Item Reviewers will work with a team of one or two other Reviewers as determined by CFAC/District.
- The stipend for test item specification/test blueprint development shall be $1,000 for those selected to participate in this development.
- This MOU will remain in effect until the number of accepted tests items fulfills the District's commitment to CFAC or until either Party gives written notice to the other that it is cancelling this MOU.
- In addition, each Party may temporarily suspend this MOU by giving notice to the other Party along with the rationale for such suspension.

The Parties further agree that the products of teachers' participation in this project become the property of the CFAC. All draft documents must be destroyed and may not be used for any other purpose

FOR THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION

Dr. Kathryn M. Gundlach, President

Theo Harris, Interim Assistant Executive Director

FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY

E. Wayne Gent, Superintendent

Michael J. Burke, Chief Operating Officer

Van V. Ludy, Director, Labor Relations

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
AND
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION

This Memorandum Of Understanding (hereinafter "Agreement") is made effective this 20th day of February 2012 between The School District of Palm Beach County, Florida (hereinafter "School District"), and the Palm Beach County Classroom Teachers Association (hereinafter "The Association").

WHEREAS, the above mentioned Parties' to this Agreement wish to allow both Advanced Placement (AP) instructors and International Baccalaureate (IB) instructors to be able to participate in professional learning activities associated with being either an AP Exam Reader and/or an IB Exam Reader, and to participate in any directly related in-service and training that is to be completed prior to actually performing the professional task of an effective Exam Reader for either of these outside agencies, and

WHEREAS, Article V, Section A 1 and Section D 1. of the Parties' Collective Bargaining Agreement (CBA) disallow an Association bargaining unit employee from engaging in employment during normal duty hours while on compensated leave, and from being gainfully employed during normal working hours while on a short-term unpaid leave;

NOW, THEREFORE, the undersigned Parties' to this Agreement agree as more specifically set forth below.

TERMS

1. All of the statements above are true and accurate to the best of the Parties' knowledge and belief.

2. The Association understands that this Agreement does not become final and binding until approved by the Chief Officer of Administration (COA) for the Palm Beach County School District by his signature below.

3. The Association will provide the School District with two (2) fully executed originals of this Agreement signed by the appropriate Association Officials.

4. The Parties agree that AP instructors who may be selected by the College Board and IB instructors who may be selected by the International Baccalaureate Organization to perform the professional task of being an Exam Reader must be willing to share these professional experiences upon returning to the District. For example, presenting during a PDD or LTM meeting, working with another AP or IB instructor who may be in need of

some professional assistance, or similar ways of sharing these professional development experiences with his/her colleagues.

5. The Parties agree that receiving a stipend that may be provided to AP and/or IB instructors by these outside agencies will not be considered being engaged in employment during normal duty hours nor will it be considered being gainfully employed during normal working hours. The Parties further agree that such stipends are for the purpose of reimbursing the instructor for his/her personal expenses including any reimbursement for mileage, meals, lodging and sundry expenses associated with any in-service and training related to and for participating as an Exam Reader as set forth herein. Therefore, allowing an AP and/or IB instructor to apply for a District TDE for this purpose is with the understanding that the affected employee while on an approved TDE is being paid his/her regular pay, the District will not be paying the employee a per diem or any other reimbursement for any expense incurred by the employee while using TDE leave because the outside agency is reimbursing the employee for these incurred expenses when it provides the employee a monetary stipend.

FOR THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION (CTA):

Debra Wilhelm
CTA President

Date: 2/14/12

Tony Hernández
CTA Executive Director

Date: 2/14/12

FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA:

Van V. Ludy, Labor Relations Director
And Acting Chief Negotiator

Date: 2/17/12

Mark Mitchell
Chief Officer of Administration

Date: 2.20.12

MEMORANDUM OF UNDERSTANDING
Between
The School District of Palm Beach County
And
The Palm Beach County Classroom Teachers Association

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

Appendix B (Supplements) is hereby amended to include the following:

All Levels – Retention Supplement

Effective August 1, 2019, all T-bargaining unit employees will receive the following retention supplements:

- $1,000 per year to those employees who have completed one (1) but less than (5) years of teaching experience;
- $5,000 per year to those employees who have completed five (5) but less than ten (10) years of teaching experience; or
- $10,000 per year to those employees who have completed more than ten (10) years of teaching experience.

The determination of years of experience will be made on July 1st of each year in compliance with Article VIII Section B (Experience for Salary Defined). Part-time employees are eligible to receive a prorated share of this supplement. The supplement will be paid out throughout the year in twenty-two (22) or twenty-six (26) paychecks rather than in a lump sum; therefore, any employee hired after the first day of the school year will be entitled to receive a prorated share of the supplement.

The Parties agree that the financial position of the District for this Supplement is based on the property tax referendum passed in November 2018. It is further agreed that, if any future lawsuit, legislation, regulation or economic change affects the District's financial position, both Parties shall enter into negotiations,

in good faith, in order to reach an equitable solution that maintains the economic equilibrium of this Agreement. Failing to reach agreement on such equitable solution, the Parties shall proceed under Florida Statutes §447.4095 (financial urgency) to reach a resolution.

The retention supplement will sunset on June 30, 2023 unless extended by the voters of Palm Beach County. At which time, both parties will meet to negotiate any mutually agreed upon changes.

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the Parties regarding the monies promised to employees as part of the property tax referendum referenced above. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Parties.

FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

Donald E. Fennoy II, Ed.D.
Superintendent

Gonzalo S. LaCava, Ed.D.
Chief of Human Resources

FOR THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION

Justin Katz
President

Theo Harris
Executive Director

Fully executed this 25th day of January, 2019.

APPENDIX W – MOU – RETENTION SUPPLEMENT

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION (CTA)
AND
THE SCHOOL DISTRICT OF PALM BEACH COUNTY (DISTRICT)

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

Appendix B (Supplements) is hereby amended to include the following:
All Levels - Retention Supplement

Effective August 1, 2023, all T-bargaining unit employees will receive the following retention supplements:

- $1,000 per year to those employees who have completed one (1) but less than (5) years of teaching experience;
- $5,000 per year to those employees who have completed five (5) but less than ten (10) years of teaching experience; or
- $10,000 per year to those employees who have completed more than ten (10) years of teaching experience.

The determination of years of experience will be made on July 1st of each year in compliance with Article VIII Section B (Experience for Salary Defined). Part-time employees are eligible to receive a prorated share of this supplement. The supplement will be paid out throughout the year in twenty-two (22) paychecks rather than in a lump sum; therefore, any employee hired after the first day of the school year will be entitled to receive a prorated share of the supplement.

The Parties agree that the financial position of the District for this Supplement is based on the property tax referendum passed in November 2022. It is further agreed that, if any future lawsuit, legislation, regulation or economic change affects the District's financial position, both Parties shall enter into negotiations, in good faith, in order to reach an equitable solution that maintains the economic equilibrium of this Agreement. Failing to reach agreement on such equitable solution, the Parties shall proceed under Florida Statutes §447.4095 (financial urgency) to reach a resolution.

The retention supplement will sunset on June 30, 2027 unless extended by the voters of Palm Beach County. At which time, both parties will meet to negotiate any mutually agreed upon changes.

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the Parties regarding the monies promised to employees as part of the property tax referendum referenced above. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Parties.

APPENDIX W – MOU -RETENTION SUPPLEMENT (cont'd)

For the Palm Beach County Classroom Teachers Association

Justin Katz, President

Date: 5/12/23

Theo Harris, Executive Director

For the School District of Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 6/6/23

John-Anthony Boggess, Chief of Staff

Erica Reger, Chief of Human Resources

Heather Frederick, Chief Financial Officer

Tim Kubrick, Director of Labor Relations

APPENDIX X – MOU – FY25 EMPLOYEE SUBSTITUTE COVERAGE

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

AND

THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION, INC.

Employee Substitute Coverage

The School District of Palm Beach County ("District") and the Palm Beach County Classroom Teachers Association, Inc. ("CTA") as evidenced by the respective signatures below, agree to this Memorandum of Understanding ("MOU") related to Substitute Coverage payment to members of the T-Bargaining Unit ("bargaining unit members") as more specifically set forth herein.

Employee Substitute Coverage

Effective the first payroll following approval of this MOU through the end of the current school year, the Parties agree to increase the Employee Substitute Coverage payments as follows:

Secondary Schools: Employees shall be paid twenty-five ($25) per period or thirty-seven dollars and fifty cents ($37.50) per block in secondary schools each time he/she substitutes for a teacher who is either unavailable or absent. Any employee who absorbs a portion of a class will be compensated based on the number of students absorbed as it relates to the total number of students in the divided class, up to a maximum of $25 per period and $37.50 per block.

Example of payment when secondary students are absorbed by another teacher:

Total Students in Divided Class	Number of Students Absorbed	% of Class	Period / Block	Payment Period / Block
25	10	.40	$25 / $37.50	$10 / $15

Elementary Schools: Employees at elementary schools shall be paid a total of one hundred and twenty-five dollars ($125) per day and will be apportioned equitably between or among employees covering an absent employee's class in the event the employee is absent or unavailable for a full day. In the event an elementary employee is absent or unavailable for a half day, the apportioned amount will be sixty-two dollars and fifty cents ($62.50).

General Provisions

The Parties agree to the following provisions:

- the maximum payment a secondary employee may earn per period is $25
- the maximum payment a secondary employee may earn per block is $37.50
- the maximum payment a secondary employee may earn per day is $125
- the maximum payment an elementary employee may earn per day is $125
- an employee may only absorb one (1) additional class per period or block

The Parties agree that either Party may request a meeting in writing to discuss any possible changes to this MOU. The Parties agree that this MOU will expire at the end of the 2024-2025 school year. The Parties agree that if language regarding employee substitute coverage is added to the collective bargaining agreement during the 2024 negotiations reopeners, this MOU will become null and void.

For the Palm Beach County Classroom Teachers Association, Inc.

Gordan Longhofer, President

Date: 6/24/2024

Justin Katz, Executive Director

For the School District of Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 7/8/24

Jamie Wyatt (Jul 2, 2024 09:33 EDT)

Jamie Wyatt, Chief of Staff

Heather Frederick, Chief Financial Officer

Timothy Kubrick (Jul 2, 2024 15:34 EDT)

Tim Kubrick, Chief of Human Resources / Chief Negotiator

APPENDIX Y – FOREIGN TEACHING EXPERIENCE, JAMAICA

MEMORANDUM OF UNDERSTANDING
BETWEEN THE PALM BEACH COUNTY SCHOOL DISTRICT
AND THE
PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION (CTA)

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

For purposes of verifying an employee's prior years of teaching experience with respect to compensation, the District agrees to acknowledge that foreign country experience completed with a "Diploma in Teaching" in Jamaica is equivalent to teaching experience earned with a minimum of a Bachelor's degree during the foreign school employment.

The parties agree that current employees who meet the criteria above and are identified as having not been credited with years of experience for their foreign country experience prior to this MOU will have their salary adjusted upon execution of this agreement. Upon execution of this MOU, no employee will be paid retroactively unless otherwise agreed to by both Parties. Denial of retroactive pay will be at the sole discretion of the District and is not grievable.

As employees present educational records from other foreign countries, both parties have mutually agreed to reconvene and further investigate the equivalence on a case-by-case basis.

FOR THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION:

Justin Katz, President

Date: 4/27/2022

Theo Harris, Executive Director

Date: 4/27/22

FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY:

Michael J. Burke, Superintendent

Date: 5/4/22

Jay Boggess, Chief of Staff

Date: 5/4/22

Mark Mitchell, Director, Compensation and EIS

Date: 4.27.22

Tim Kubrick, Manager Labor Relations

Date: 4/27/22

APPENDIX Z – MOU – PALM BEACH CHECK-IN/CHECK-OUT STIPEND

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION (CTA)
AND
THE SCHOOL DISTRICT OF PALM BEACH COUNTY (DISTRICT)

The School Board of Palm Beach County (the "District") and the Palm Beach County Classroom Teachers Association (the "CTA"), as evidenced by the respective signatures below, agree to this Memorandum of Understanding ("MOU") related to the Palm Beach Check-In/Check-Out Stipend for the Point of Contact ("POC") at each District-run school.

General Provisions

The Parties recognize the need to prevent and reduce school violence by training school personnel and educating students on preventing school violence, including strategies to improve a school climate. To reach this goal, the District will intervene to improve students' relationship competence with each other and with at least one trusted adult at each school site. This will be accomplished by implementing Palm Beach Check-In/Check-out ("PBCICO"), an intervention that ensures that every student has at least one caring adult that they can trust at their school and that this person is trained to mediate students' interpersonal conflicts and promote their sense of belonging and feelings of safety. Therefore, the Parties agree to provide a selected staff member at each school site with a stipend of $700 annually, minus standard deductions, to serve as the POC for the PBCICO intervention. The selected POC will assume this assignment voluntarily, and has the right to decline the assignment. The POC will be responsible for implementing the day-to-day site-based activities of the program, identifying and managing the school-based adult participants, training and supporting site-based mentors, and coordinating outreach to potential students in need of the program. The POC and selected school mentors will be privy to sensitive student information and will agree to protect that information under the Family Educational Rights and Privacy Act (FERPA). As Mandatory Reporters under Chapter 39 of the Florida Statutes, the POC and school mentors will be required to properly report any knowledge or suspicion of abuse to the Florida Abuse Hotline of the Department of Children and Families. To earn the stipend, the designated PBCICO POC must accomplish the following tasks:

- Attend the PBCICO one-time POC Launch Meeting for 2 hours
- Attend 30-minute monthly PBCICO status meetings
- Select student participants for the program
- Select and train school mentors
- Monitor the implementation of the program
- Provide feedback on the successes and difficulties encountered

Compensation

For completing all required tasks, each POC will receive $400 in FY24, minus standard deductions. Beginning in FY25, each POC will receive $700 annually, minus standard deductions, for completing all required tasks. The stipend payment will be distributed as one lump sum at the end of the year.

Duration

This MOU will become effective upon the Parties' representatives affixing their signatures below and will expire on June 30, 2026.

For the Palm Beach County Classroom Teachers Association

Gordan Lon_hofer, President

Date: 3/25/2024

Justin Katz, Executive Director

For the School District of Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 3/29/24

Keith Oswald (Mar 27, 2024 15:40 EDT)

Keith Oswald, Chief of Equity and Wellness

Heather Frederick, Chief Financial Officer

Melissa Patterson (Mar 27, 2024 13:53 EDT)

Melissa Patterson, Director of Safe Schools

Tim Kubrick, Chief of Human Resources

APPENDIX A1 – MOU – VERIFICATION OF EXPERIENCE FOR INTERNATIONAL TEACHERS

MEMORANDUM OF UNDERSTANDING
Between
The School District of Palm Beach County
And
The Palm Beach County Classroom Teachers Association

Verification of Experience for International Teachers

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

The Parties agree as follows:

For purposes of verifying an employee's prior years of teaching experience with respect to compensation, the Parties agree to accept the verification of experience provided by Educational Partners International (EPI) in the determination of initial salary placement for all international teachers hired under the District's contract with EPI.

General Provisions

The Parties agree that either Party may request a meeting in writing to discuss any possible changes to this MOU.

FOR THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION:

Gordan Longhofer, President

Date: 12/15/23

Justin Katz, Executive Director

FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY:

Michael J. Burke, Superintendent

Date: 12/18/23

Tim Kubrick, Chief of Human Resources

Mark Mitchell

Mark Mitchell, Director, Compensation and EIS

APPENDIX A2 – MOU – FY25 EXTENDED DAY INSTRUCTION SUPPLEMENT AND ACCOMMODATIONS

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
AND
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION, Inc.

EXTENDED DAY INSTRUCTION SUPPLEMENT AND ACCOMMODATIONS

Notwithstanding Article III, §B.1 (a) of the Parties' Collective Bargaining Agreement (CBA), the following conditions are for employees assigned to extended day elementary schools. The School District of Palm Beach County ("District") will extend the seven and one-half (7.5) hour contractual duty day by one-half (1/2) hour of all employees assigned to District elementary schools that are designated by the Florida Department of Education (DOE) or identified by the District and required to extend their instructional day for a particular school year. The District will provide written notification to the Association of the schools so designated within two (2) days of receiving such notification from DOE.

Each bargaining unit employee will be scheduled and assigned to provide an additional thirty (30) minutes of instructional time to students on regular student attendance days and will be compensated as follows:

- Those employees scheduled and assigned to provide thirty (30) additional minutes of instructional time will be compensated for one-half hour of the employee's hourly rate of pay, minus standard deductions.

- The hourly rate of pay of a full-time employee is calculated by dividing the employee's annual base salary (including the employee's Advanced Degree supplement, if applicable) by 196 days and then dividing that quotient by 7.5 hours.

- When a full-time employee assigned to an extended-day elementary school takes a full day of sick leave or personal leave he/she will be charged 7.5 hours of such leave for that day.

- When a full-time employee takes a half-day of sick leave or personal leave he/she will be charged 3.75 hours of such leave. Other incremental use of sick leave/personal leave will be charged in accordance with this pattern.

As mentioned above, if any schools are designated and required by DOE or identified by the District to provide additional instructional time, all employees assigned to these DOE designated schools for that school year will have their contractual duty day extended by one-half hour as described above. As the Spring UAT period will have concluded by the time DOE designates schools that are to provide additional instructional time for the upcoming school year, any affected employees assigned to one of these DOE designated District elementary schools who feels he/she cannot work additional instructional time may apply for a Special Hardship Transfer per the provisions set forth below.

1. Applications for a Special Hardship Transfer must be in writing and include a narrative fully explaining the reason(s) the employee is seeking a Special Hardship Transfer.

2. Travel time and/or distances will not be considered valid reasons to seek or to approve a Special Hardship Transfer, but a serious medical condition or a serious personal reason which includes,

but is not limited to, conflicting irresolvable childcare issues or conflicting irresolvable outside work obligations will be given serious consideration provided these reasons can be substantiated to the satisfaction of the members of the Review Board.

3. Applications for a Special Hardship Transfer must be submitted in writing to both the employee's Principal and Regional Superintendent and will be acted on by a Special Review Board comprised of two (2) appointees of the CTA and two (2) appointees of the Superintendent.

4. Affected employees may request a Special Hardship Transfer up to the fifth (5th) student attendance day of the school year at issue.

5. Applications received after that deadline will not be considered.

Special Hardship Transfer requests will be acted upon on or before the last work day in August. Until acted upon, employees who have submitted Special Hardship Transfer requests are expected to continue to make all necessary arrangements so they can work the extended instructional schedule at their respective school until their Special Hardship Transfer applications are approved and finalized; or to continue to work such extended instructional schedule at their school if their requests are not approved.

A unanimous or majority vote of the four-member Review Board to deny a Special Hardship Transfer is not subject to appeal. An evenly split two-to-two vote is considered a vote to deny the request, but such evenly split two-to-two vote is appealable to the CTA Executive Director and the District's Chief of Human Resources who will promptly meet to make a final and non-appealable decision. If the CTA Executive Director and the District's Chief of Human Resources cannot agree, with the approval of CTA the issue may be submitted directly to STEP THREE of the Parties' expedited Grievance Process outlined in the final two paragraphs of Article II, §G.8 of the Parties' CBA. While such decision is pending, the employee is expected to continue to make all necessary arrangements to work the extended instructional schedule at his/her school.

If the District elementary school from which the employee is leaving is a Glades School and the school to which the employee is being reassigned to is not a Glades School, no Glades supplement will be paid unless the employee resides in the Glades and received a Glades supplement of $2,200 during the 2005-2006 school year. In such situations and pursuant to the provisions in Article VIII, §G of the Parties' CBA, the employee will continue to receive a Glades supplement of $2,200 until such time he/she no longer resides in the Glades or until he/she becomes eligible to be paid a higher Glades supplement in the event the employee is transferred in the future to a Glades school.

An employee hired after the Association has been notified of the DOE designation and who agrees to work at an extended instructional day elementary school is not eligible to seek a Special Hardship Transfer. This eligibility prohibition is applicable to new hires assigned to any of the DOE designated elementary schools.

Employees who have been selected by the District to provide an additional half-hour of instruction at their respective schools who have school-aged children enrolled in one of the District's After-Care Programs will be provided the opportunity to be credited with the cost of providing an additional half-hour of After-Care for their child(ren) that is a direct result of the employee providing a half-hour

of additional instruction at their respective school. Employees eligible for this benefit must complete, submit and return a District form to their respective Principal that will be time and date stamped and then forwarded to the appropriate school's After-Care Program to allow the employee to receive credit for the last additional half-hour of After-Care service provided to his/her child who is enrolled in said After-Care Program. If the form is returned to the employee's Principal on or before the first Friday of the student school year in August, the employee will receive credit for the last additional half-hour of After-Care services each day that the child attended After-Care during the first week of school.

If the form is returned to the Principal after this deadline, no past credits will be granted and the employee will be granted After-Care credit for the last additional half-hour of After-Care services on a go forward basis beginning on the date the completed form is forwarded to and received by the appropriate After-Care Program. A separate form must be completed for each child enrolled in a District After-Care Program. Forms will be made available to all affected employees.

The Parties agree that all efforts will be made to schedule and conduct any additional professional development and/or in-service activities that are determined by the District to be necessary on already scheduled Professional Development Days and/or In-Service Days. The Parties also agree to limit the number of Faculty meetings to one regular Faculty meeting per month (September through May). If there is an emergency relating to the safety of students and/or employees, an additional brief emergency faculty meeting may be called by the Principal. In addition, the Principal may schedule faculty meetings on Pre-School Days, Post-School Days, In-Service Days and up to 55 minutes on Teacher Work Days.

This Appendix expires after June 30, 2025, but may be extended with the mutual written agreement of the Parties, unless otherwise required by Florida Statute.

For the Palm Beach County Classroom Teachers Association, Inc.

Gordan Longhofer, President

Date: 6/24/2024

Justin Katz, Executive Director

For the School District of Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 7/8/24

Edward Tierney, Deputy Superintendent

Timothy Kubrick (Jul 8, 2024 07:39 EDT)

Tim Kubrick, Chief of Human Resources / Chief Negotiator

Heather Frederick, Chief Financial Officer

APPENDIX A3 – MOU – FY25 GREEN CHAMPION PROGRAM STIPEND

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
AND
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION, INC.

Green Champions Program Stipend

The School District of Palm Beach County ("District") and the Palm Beach County Classroom Teachers Association, Inc. ("CTA") agree to this Memorandum of Understanding as evidenced by the signatures below. The District and CTA shall be collectively referred to as "the Parties". The Parties agree as follows:

The Parties agree as follows:

CTA members who voluntarily agree to accept the responsibilities for the Green Champions **Stipend** Program as described below, and are therefore recognized as their school's designee, will receive a stipend of up to $500, minus standard deductions, for completing required compliance tasks and performing various duties throughout the school year in accordance with the Green Champion Handbook.

Please note - other CTA members at the same location may still participate in the green initiatives as agreed upon by their Green Team; however, those Support Green Team members are not eligible for the stipend at this time.

As stated in School Board Policy 2.035, Section IV (8) -

To support the Sustainability Plan, each school Principal must designate an employee who must act as the Green Champion. Green Champions are school staff who are passionate about teaching environmental awareness and have the leadership skills needed to advocate change in sustainable practices within their school. Green Champions must lead school sustainability activities via a green team and serve as the point of contact for sustainability related communication for the Environmental Conservation Services (ECS) Department and may be a member of the school's HST. The School sustainability initiatives should support District-wide green practices as referenced herein and in the following Board Policies:

1. School Bus and Heavy-Duty Diesel Vehicle Idling Reduction - 2.24
2. Purchasing Department – 6.14
3. Energy and Water Use Conservation – 7.196
4. Waste Reduction, Materials Reuse, and Recycling – 7.197
5. Indoor Air Quality – 7.195

APPENDIX A3 – MOU – FY25 GREEN CHAMPION PROGRAM STIPEND (cont'd)

GENERAL PROVISIONS

In order to earn the stipend, the designated Green Champion must accomplish the following tasks:

- Attend Green Champion Launch Meeting / Join Google Classroom - During this meeting, Green Champions will learn more about the resources available to their school or department. They will also be asked to join the Green Champion Google Classroom.
- Create or Revamp a Recycling Campaign.
- Complete a Sustainable Schools Action Plan.
- Create or Revamp an Energy Awareness Campaign.
- Plan an Earth Day event and share it via the School District of Palm Beach County Earth Day Event form.

An exclusive Google Classroom will be established to facilitate monitoring within the Green Champion program. All stipend-associated assignments shall be posted in the designated assignments section, each accompanied by a specified deadline. Submissions beyond the stipulated time, specifically after 11:59 pm on the due date, will be considered incomplete.

The oversight of the Google Classroom, including the issuance of reminders and review of submitted documentation for stipend tasks, will be carried out by the Environmental & Conservation Services Staff. Additionally, all pertinent documents submitted as evidence of task completion will be archived at the end of FY25, ensuring compliance with auditing standards.

COMPENSATION

Each designated Green Champion will receive up to $500 annually, minus standard deductions, for completing all required tasks. The stipend payment will be distributed as one lump sum at the end of the school year, calculated as the total amount earned from all activities completed and submitted by the respective due dates, as shown below:

Stipend Options	Time Equivalent	Stipend Amount	Due Date
Attend Green Champion Launch Meeting/Join Google Classroom	1 hour (one-time task)	$25	September 5, 2024
Create or Revamp a Recycling Campaign	4 hours (ongoing as needed)	$100	October 31, 2024
Complete a Sustainable Schools Action Plan	5 hours (ongoing as needed)	$200	December 20, 2024
Create or Revamp an Energy Awareness Campaign	4 hours (ongoing as needed)	$100	January 31, 2025

APPENDIX A3 – MOU – FY25 GREEN CHAMPION PROGRAM STIPEND (cont'd)

Plan and Share Earth Day Event	1 hour (ongoing as needed)	$75	April 22, 2025

DURATION

This MOU will become effective upon the Parties' representatives affixing their signatures below and will expire on June 30, 2025. Any further extension of this agreement may only be made by mutual agreement.

For the Palm Beach County Classroom Teachers Association, Inc.

Gordan Longhofer, President

Date: 6/24/2024

Justin Katz, Executive Director

For the School District of Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 7/1/24

Jamie Wyatt (Jul 8, 2024 11:14 EDT)

Jamie Wyatt, Chief of Staff

Heather Frederick, Chief Financial Officer

Joseph Sanches, Chief Operating Officer

Tim Kubrick

Timothy Kubrick (Jul 9, 2024 10:50 EDT)

Tim Kubrick, Chief of Human Resources / Chief Negotiator

APPENDIX A4 – MOU – FY25 TEACHER AMBASSADOR PROGRAM

Memorandum of Understanding
Between
The School Board of Palm Beach County
And
The Palm Beach County Classroom Teachers Association, Inc.

Teacher Ambassador Program MOU

The School Board of Palm Beach County (the "District") and the Palm Beach County Classroom Teachers Association, Inc. (the "CTA") as evidenced by the respective signatures below, agree to this Memorandum of Understanding ("MOU") related to the Teacher Ambassador Program and its impact on members of the T-bargaining unit ("Teachers") as more specifically set forth herein.

In an effort to retain high-quality instructional employees for the District and advance the District's goals and objectives contained in the Strategic Plan, the Departments of Recruitment and Retention and Professional Development have collaborated to create a Teacher Ambassador Program to recruit, support, and onboard new teachers.

Teacher Ambassadors will be selected from the instructional personnel at the following schools:

Belle Glade Elementary
C.O. Taylor/ Kirklane Elementary
Congress Middle
Forest Hill High
Freedom Shores Elementary
Glades Central High
Grove Park Elementary
Highland Elementary
Jeaga Middle
John I Leonard High
KEC Canal Point Elementary
Lake Worth High
Lake Worth Middle
Orchard View Elementary
Palm Beach Lakes High
Palm Springs Elementary
Royal Palm Beach High

The Principals at these schools will provide a copy of this executed MOU to all teachers at the first available opportunity.

1. The District will provide a five thousand dollar ($5,000) per year, minus standard deductions, Teacher Ambassador supplement beginning July 01, 2024, and continuing through June 30, 2025. The supplement will be divided into equal amounts throughout the school year.

2. To be eligible for a Teacher Ambassador supplement, the employee must:
   a. Have at least three (3) years of teaching experience within the District;
   b. Clinical Educator training; and
   c. Have prior documented mentoring experience.

3. It is preferred that candidates for the supplement have:
   a. An interest in instructional, school-based or district leadership opportunities;
   b. Demonstrated characteristics such as collegiality, a focus on growth, equity and cultural responsiveness, trustworthiness, and attention to detail with the ability to provide constructive feedback and
   c. At least three years of effective or highly effective evaluations.

4. The Teacher Ambassador will be required to perform tasks in addition to his/her regular instructional duties, including, but not limited to, the following:
   a. Attend professional learning sessions;
   b. Participate in job fairs;
   c. Collaborate with administration on teacher screening and interviews;
   d. Lead welcome activities for new teachers;
   e. Collaborate with administration and other employees to create an onboarding plan, to ensure instructional support, and to plan social activities for new teachers;
   f. Help identify, train, and coordinate the work of new mentor teachers;
   g. Provide agendas for mentor meetings with reflection;
   h. Submit meeting sign-in sheets;
   i. Provide monthly updates in the form of onboarding logs for new teachers and;
   j. Maintain an interview log.

5. The Parties understand that a limited number of the required activities may infrequently occur during elementary relief time, planning time, beyond the regular duty day and/or during non-contractual work days. The Teacher Ambassadors will not receive any additional compensation or compensatory time for these activities beyond that which is contained within this Agreement.

6. The Parties also agree that any provisions of the Collective Bargaining Agreement in conflict with this Memorandum of Understanding are waived for the duration of this MOU, but only for those employees chosen as Teacher Ambassadors under this program. The Parties further agree to meet no less than four (4) times per year to discuss any successes or challenges of the program to ensure that it is implemented in a manner to safeguard the common goal of increasing recruitment and retention levels in the schools.

7. The Parties agree that this MOU will expire on June 30, 2025. Any further extensions may only be affected by mutual written agreement.

APPENDIX A4 – MOU – FY25 TEACHER AMBASSADOR PROGRAM (cont'd)

For the Palm Beach County Classroom Teachers Association, Inc.

Gordan Longhofer, President

Date: May 13, 2024

Justin Katz, Executive Director

For the School District of Palm Beach County, Florida

Micheal J. Burke, Superintendent

Date: 5/14/24

Timothy Kubrick (May 14, 2024 09:54 EDT)

Tim Kubrick, Chief of Human Resources / Chief Negotiator

Elaine Gallagher (May 14, 2024 09:25 EDT)

Elaine Gallagher
Director, Recruitment and Retention

APPENDIX A5 – MOU – STUDENT ENGAGEMENT MENTOR STIPEND

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION, INC. (CTA)
AND
THE SCHOOL DISTRICT OF PALM BEACH COUNTY (DISTRICT)

The School Board of Palm Beach County (the "District") and the Palm Beach County Classroom Teachers Association, Inc. (the "CTA"), as evidenced by the respective signatures below, agree to this Memorandum of Understanding ("MOU") related to the Palm Beach Stipend for the Student Engagement Mentor (SEM) at each District-run school.

General Provisions

As part of the SDPBC 2022-2027 Strategic Plan, the School Board followed a guiding principle to develop and enhance a student-focused culture at each school. The strategic plan notes that the district "exists to serve students and families," and the key to a student-focused culture is understanding and valuing student and family perceptions. It is around this guiding principle that the District's focus on increasing student voice and choice in educational experiences emerged. Student voice practices are the opportunities students have to participate in and influence the educational decisions that shape their lives and the lives of their peers. SDPBC believes that prioritizing the importance of peer-to-peer relationships through student voice allows students to understand its value and feel empowered to collaborate and construct experiences that are joyful and respectful. This will result in a more rigorous learning environment where all students feel safe and included. This will be accomplished by implementing the Student Voice Initiative at each district-run school. This initiative will be led by a SEM, trained to lead both students and staff through the Student Voice initiative. Therefore, the Parties agree to provide a selected staff member at each school site with a stipend of $1,000 annually, minus standard deductions, to serve as the SEM for the Student Voice initiative. The selected SEM will assume this assignment voluntarily, and has the right to decline the assignment. The SEM will be responsible for implementing the day-to-day site-based activities of the program, identifying and meeting with the school-based student participants, training other staff members as necessary, and coordinating activities. The SEM will be privy to sensitive student information and will agree to protect that information under the Family Educational Rights and Privacy Act (FERPA). To earn the stipend, the designated SEM must accomplish the following tasks:

- Attend the annual district training session

- Select student participants, with principal input
- Hold regular meetings with students (at least on a monthly basis)
- Submit attendance documents and minutes of student meetings
- Implement the Palm Beach Playbook
- Complete reflection and self-assessment twice per year

Compensation

For completing all required tasks, each SEM will receive $1,000 in FY25 and FY26, minus standard deductions. The stipend payment will be distributed as one lump sum at the end of the year.

Duration

This MOU will become effective upon the Parties' representatives affixing their signatures below and will expire on June 30, 2026.

For the Palm Beach County Classroom Teachers Association, Inc.

Gordan Longhofer, President

Date: May 13, 2024

Justin Katz, Executive Director

For the School District of Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 5/16/24

Keith Oswald (May 14, 2024 14:52 EDT)

Keith Oswald, Chief of Equity and Wellness

Heather Frederick, Chief Financial Officer

Timothy Kubrick (May 16, 2024 08:53 EDT)

Tim Kubrick, Chief of Human Resources / Chief Negotiator

APPENDIX A6 – READING ENDORSEMENT SUPPLEMENT

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA
AND
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION, INC.

Reading Endorsement Supplement

The School District of Palm Beach County ("District") and the Palm Beach County Classroom Teachers Association, Inc. ("CTA") agree to this Memorandum of Understanding as evidenced by the signatures below. The District and CTA shall be collectively referred to as "the Parties."

The Parties agree as follows:

The District and the CTA are committed to ensuring equitable compensation for employees with specific qualifications and certifications. The Parties previously agreed to provide a one-time supplement to school-based employees holding or obtaining the Reading Endorsement on their Florida State Department of Education-issued teaching certificate, as detailed in Appendix B of the Collective Bargaining Agreement.

The Parties agree to update the agreement to include **non-school-based employees** under the terms and conditions as follows:

1. **Reading Endorsement Supplement**
   - A one-time supplement of $1,103 shall be paid to each full-time employee, both school-based and non-school-based, assigned to and/or supports an elementary or secondary school (Middle School or High School) who holds or obtains the Reading Endorsement on his/her Florida State Department of Education-issued teaching certificate, making the employee certified to teach Reading at the secondary level or elementary courses where the Reading Endorsement or Reading certification is required.
2. **Eligibility and Maintenance Requirements**
   - Employees who receive this supplement on or after July 1, 2022, are required to maintain the Reading Endorsement on their teaching certificate for at least five (5) years after adding the Reading Endorsement.
   - If an employee removes the Reading Endorsement from their certificate prior to the expiration of the five-year period, the District may retrieve the supplement from the employee's pay.
3. **Payment Schedule**
   - The one-time supplement will be paid after the Reading Endorsement is added to the employee's certificate.

- Payment will be made either on the last pay date in June or the last pay date in December, whichever occurs first after the endorsement is added to the employee's certificate.
- Payment will be subject to applicable taxes and deductions.

4. **Probationary Employees**
   - New employees who resign or are terminated during their probationary period are not eligible to receive this stipend.
   - If an employee has received the stipend and their employment ends during their probationary period, the District may retrieve the supplement from the employee's pay.

This MOU shall be effective upon execution by both Parties and shall remain in effect unless modified by mutual written agreement.

For the Palm Beach County Classroom Teachers Association, Inc.

Gordan Longhofer, President

Date: 3/24/2025

Justin Katz, Executive Director

For the School District of Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 4/7/25

Tim Kubrick, Chief of Human Resources

Heather Frederick, Chief Financial Officer

APPENDIX A7 – HEALTHCORPS, INC. CLUB SPONSOR STIPEND

MEMORANDUM OF UNDERSTANDING
Between
The School District of Palm Beach County, Florida
And
Palm Beach County Classroom Teachers Association (CTA) and Service Employees International Union/Florida Public Services Union (SEIU/FPSU)

HealthCorps, Inc. Club Sponsor Stipend Program

This School District of Palm Beach County (District) and the Palm Beach County Classroom Teachers Association (CTA), and the Service Employees International Union/Florida Public Services Union (SEIU/FPSU) agree to this Memorandum of Understanding as evidenced by the signatures below. The District, CTA, and SEIU/FPSU shall be collectively referred to as "the Parties". The Parties agree as follows:

Definitions

For the purpose of this MOU, the following definitions shall apply:

Club – Refers to the Teens Make Health Happen (TMHH) Club, operated in partnership with HealthCorps, Inc., a national non-profit organization with a presence in multiple states across the United States. This Club represents a formal collaboration between HealthCorps, Inc. and the District for the 2025–2026 school year.

Sponsor – A designated District employee responsible for supporting and overseeing the operations of the TMHH Club. The Sponsor will serve as the primary liaison between the Club and HealthCorps, Inc., and will be the sole recipient of the HealthCorps, Inc. TMHH Club stipend.

Mentor(s) – College students who have been vetted and approved by HealthCorps, Inc. through required background checks and fingerprinting procedures. These individuals are authorized to enter school campuses and work directly with students participating in the TMHH Club. Each participating school may be assigned one to two TMHH Club Mentor(s). All visitors entering a school campus must report to the school's main office to sign in, state the purpose of their visit, and obtain permission to proceed. Once cleared through the Raptor system, visitors will be issued a visitor's pass.

Regional Program Manager – A designated employee of HealthCorps, Inc. serving in Palm Beach County. This individual is a creative, friendly, and self-motivated leader responsible for overseeing the implementation of HealthCorps' community-wide wellness initiatives in the region. The HealthCorps Regional Program Manager trains, deploys, and supervises near-peer mentors to deliver HealthCorps' evidence-based programming. Responsibilities also include managing health-promoting initiatives such as Teens Make Health Happen (TMHH) Clubs, wellness campaigns, community events, and health fairs.

List of schools included in this program:

- → Boynton Beach Community High
- → Crossroad Academy
- → Forest Hill Community High
- → Glades Central Community High
- → John I. Leonard High
- → Palm Beach Gardens Community High
- → Palm Beach Lakes Community High
- → Santaluces Community High
- → Wellington Community High
- → William T. Dwyer High

Sponsor Stipend

The District will receive a $2,000 allocation per sponsor for their service during the school year. The allocation includes the employer's share of FICA tax, which reduces the annual stipend amount to $1,857.87. To thank the Teens Make Health Happen (TMHH) Club Sponsor for their service during the school year, employees who take on this role will be eligible for the stipend for the school year (paid each semester if deliverables are met).

- **Fall Semester** – August 11, 2025 - December 19, 2025 = $928.94 (minus standard taxes and deductions)
- **Spring Semester** – January 6, 2026 - May 29, 2026 = $928.93 (minus standard taxes and deductions)

TMHH Club attendance documentation will be collected by the TMHH Club Sponsor and submitted to the HealthCorps Regional Program Manager at the end of each month.

Club Launch

To ensure a timely launch of club sessions and alignment with program expectations, the TMHH Club Sponsor is expected to begin sessions no later than the week of October 13, 2025, in the fall semester and the week of February 2, 2026, in the spring semester. While the stipend will not be automatically prorated for a delayed start, the District and HealthCorps reserve the right to review individual circumstances to determine appropriate compensation. Consideration will be given to any delays that are beyond the Club Sponsor's control. This approach supports accountability while allowing for flexibility when warranted.

TMHH Club Sponsor Commitment and Responsibilities

Commitment – Up to 12 hours per month:

- **Weekly Club Meetings (up to 7.5 hours/month):**
  - Attend weekly 1-hour club sessions (4-5 times/month)

- Be present 15 minutes before and up to 15 minutes after each session (totaling an additional 2-2.5 hours/month)

- **Monthly Meetings (1 hour/month):**
  - Participate in check-in meetings with the TMHH Club Mentor(s) and HealthCorps Regional Program Manager to discuss club management and operations
- **Health Promoting Event Support (up to 3 hours/month):**
  - Assist with planning and/or attending campus-wide TMHH Club Health Promoting Events
- **Additional Responsibilities (time varies):**
  - Support club student communications as needed

Responsibilities

- Express enthusiasm for promoting wellness by supporting both the TMHH Club Mentor(s) and the students in making health a priority on the school campus.
- Be the on-site go-to adult for the TMHH Club taking place during non-instructional time.
- TMHH Club attendance documentation will be collected by the TMHH Club Sponsor and submitted to the HealthCorps Regional Program Manager at the end of each month.
- TMHH Club Mentor(s) will be responsible for setting the weekly program agenda; therefore, this will not be a requirement for the TMHH Club Sponsor to receive their stipend.
- Help ensure proper supervision and create a respectful environment where the TMHH Club Mentor(s) and students thrive, ensuring things run smoothly. Each TMHH Club will have one to two TMHH Club Mentor(s) and one TMHH Club Sponsor assigned per school.
- Ensure responsibilities are clear – TMHH Club Mentor(s) plan and lead the TMHH Club sessions, while the TMHH Club Sponsor handles school-site supervision and support. HealthCorps provides a comprehensive curriculum that includes monthly themes, weekly sessions, and toolkits for Health-Promoting Events. The curriculum will be delivered by the TMHH Club Mentor(s) and has been reviewed and approved by the District's Department of Secondary Education.
- Stay on-site and present during all TMHH activities – **the TMHH Club Mentor(s) cannot lead sessions alone.**
- Keep things organized: assist with logistics, communicate with school staff as needed, and ensure TMHH Club activities comply with school rules.
- Support the students and the TMHH Club Mentor(s) in working through logistics, gaining approval, and delivering their Health Promoting Events, twice per month.
- Support campus-wide initiatives throughout the school year. Ex. Fall or Spring Wellness Challenge, Let's Move Campaign, etc. Wellness Initiatives typically occur 2-3 times per year.

- Be a positive, respectful partner to the TMHH Club Mentor(s), offering feedback and support when needed.
- Meet with the HealthCorps Regional Program Manager monthly to check in on the TMHH Club progress and the TMHH Club Mentor(s) performance.
- Attend up to three (3), 1-hour HealthCorps TMHH Club Sponsors meetings per year led by the HealthCorps Regional Program Manager.
- Assist with the distribution and collection of Media Release forms, pre- and post-surveys, to assist HealthCorps, Inc. in sharing the stories of TMHH Club students.

Who Can Be a Club Sponsor?

- The position of Club Sponsor is open to all instructional and non-instructional employees, including members of the T-Bargaining Unit, SEIU/FPSU Supervisory, Regular, or Para/ECP classifications. This opportunity is not open to District or school-based administrative personnel.
- Ideal candidates are individuals who are familiar with the school environment, care deeply about student well-being, and are enthusiastic about supporting the Teens Make Health Happen (TMHH) Club and its mission.

General Provisions

This Agreement may be terminated by the District at the end of any fiscal year, upon written notice to the other Parties. Such termination shall be without penalty or further obligation and shall not be considered a breach of this Agreement.

For the Palm Beach County Classroom Teachers Association, Inc.

Gordan Longhofer, President

Date: 8/8/25

Justin Katz, Executive Director

For Service Employees International Union/Florida Public Services Union

Afifa Khaliq

Afifa Khaliq, Chief of Staff

For the School District of Palm Beach County, Florida

Michael J. Burke, Superintendent

Date: 8/18/25

Heather Frederick, Chief Financial Officer

Tim Kubrick

Tim Kubrick, Chief of Human Resources / Chief Negotiator

APPENDIX A8 – MEMORANDA OF UNDERSTANDING

Any Memoranda of Understanding (MOUs) that are signed after the ratification of this agreement can be found on the District website by following the path below:

Departments > Labor Relations > Memoranda of Understanding and Bulletins > Classroom Teachers Association (CTA)