COLLECTIVE BARGAINING AGREEMENT

Between

Broward Teachers Union-Education Support Professionals

And

The School Board of Broward County, Florida

~~2024-2025~~ 2025-2026 School Year

July 1, ~~2023~~ 2026- June 30, ~~2026~~ 2027

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PREAMBLE

This AGREEMENT, by and between THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, hereinafter called the "Board" or the “District” and THE BROWARD TEACHERS UNION-EDUCATION SUPPORT PROFESSIONALS, hereinafter called the “BTU-ESP." Witnesseth:

WHEREAS, the Board and the BTU-ESP have negotiated in good faith, with the BTU-ESP acting as the exclusive agent for the educational support professionals included in the certified unit with respect to wages, hours, and terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

PURPOSE AND INTENT

It is the purpose of this Agreement to provide, where not otherwise provided by the Constitution of Statutes of the State of Florida or Board policies, for the wages, hours and terms and conditions of employment of the employees covered by this Agreement, assure the continuous and efficient operation of the school system, and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences between employees and the District; however, this section shall be applied in accordance with Article 18 (c) of this Agreement and nothing provided herein shall deprive employees of their rights under Florida Statutes, Section 477.301.

ARTICLE 1
Recognition

A. The Board recognizes the BTU-ESP as the sole and exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission (PERC) in Case No. AC-2009-008, Certification No. 295, CERTIFICATION OF REPRESENTATIVE FOLLOWING VOLUNTARY RECOGNITION AND ORDER TO NEGOTIATE, issued by PERC on the twenty-fifth day of March, 2009, as amended:

"INCLUSIONS: All education support professional employees employed by The School Board of Broward County, including Classroom Assistants, Certified Classroom Assistants, Teacher Assistants, Certified Teacher Assistants, Program Assistants, BRACE employees, Vocational and Career Advisors, Parent Educators, Job Coaches, Educational Assistants, Home Service Educators, Even Start, Community Liaisons, Social Educators and Community Social Workers.

EXCLUSIONS: All other employees of The School Board of Broward County."

B. **Definitions:** The terms listed below, when used in any provisions of this contract, shall be defined as follows:

1. Employee - Any employee in the BTU-ESP bargaining unit as defined and certified by PERC. Employees may also be referred to as bargaining unit members.

2. Superintendent - The Superintendent of the District or his/her designated representative.

3. District - The School District of Broward County, Florida. The District may be also be referred to herein as the "School Board" or the "Board".

4. Immediate Supervisor - The person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall be a person who is not a member of the bargaining unit represented by BTU-ESP. For purposes of grievance processing, the immediate supervisor shall be a school principal or center director.

5. Seniority - For purposes of this Agreement, seniority shall be defined as the longest uninterrupted service in the bargaining unit commencing upon completion of the employee's probationary period unless defined differently in a specific provision of this Agreement. Service shall not be deemed to be interrupted by any leave approved

and granted pursuant to this contract. An employee who leaves the unit for any position in the District or who is on layoff status retains earned seniority if he/she returns to the bargaining unit within one (l) year, and upon return, shall assume the accumulation of unit seniority. Employees who were probationary teachers, were released, are in good standing, and who have made a request in writing to Talent Acquisition Non-Instructional to return to a vacant bargaining unit position, will be offered a vacant position after all current bargaining employees whom have been placed on lay-off and have been offered one (1) of three (3) vacancies.

Such seniority being equal between or among two (2) or more employees, the additional criteria to be used, in the following order, shall be:

a. the longest total service in a BTU-ESP bargaining unit position in the District;

b. the longest total service in any permanent position of employment by the District;

c. the earliest date of application for any position of employment by the District.

6. Probationary Employee — For a newly hired employee, whether full-time or part-time, the probationary period shall be one hundred thirty one (131) workdays. During said probationary period, the Board may suspend, terminate, or issue corrective action to a probationary employee for any reason whatsoever except for lawful union activities. No claim will be made by the employee or by the BTU-ESP that the action was improper (See Article 6- Section Q).

   Probationary employees shall be eligible for insurance coverage after completing their forty-fifth (45th) workday. Probationary employees shall accrue sick leave, but shall not be able to utilize the leave until their seventy-fifth (75th) workday. Should the employee be terminated prior to the completion of their full probationary period, all leave shall be returned to the School Board.

7. Permanent Full-Time Employee - An employee who has satisfactorily completed his/her probationary period of employment, as defined in Section 6 above in a position which has no predetermined termination date and calls for the employee to work as defined in Article 6 of this Agreement.

8. Regular/Permanent Part-Time Employee - An employee who has satisfactorily completed his/her probationary period of employment

as defined in Section 6 above in a position which calls for the employee to work less than the normal work week but at least twenty (20) hours per week.

9. Temporary Full-Time or Temporary Part-Time Employee - An employee who has a predetermined termination date or who is hired exclusively for cafeteria duty as provided in Article 6, Section B.

   A temporary employee, except employees hired for cafeteria duty shall be automatically terminated by the School Board after one hundred twenty (120) workdays of temporary status, except when the employee is replacing a bargaining unit employee on disability income, workers compensation, or maternity leave. Temporary employees shall not be eligible for any fringe benefits (i.e., paid holidays, annual leave, sick leave, retirement, etc.).

10. Vacancy - When a permanent employee is sought to fill a permanent position.

11. Administrator - The Superintendent, Chief Officers, principals, directors or their subordinate managers or supervisors responsible for the various levels of administrative duties.

12. Substitute - A casual employee who replaces a permanent employee absent from duty as defined in Article 1, B-7.

13. Administrative Designee - An administrator designated by the school principal or chief supervisory administrator.

C. Bargaining Unit Clarification:

1. The BTU-ESP shall be notified prior to changes in position titles. The parties agree that changes in position classification titles only shall not affect membership in the bargaining unit. Either party may seek an amendment to the certification of the bargaining unit to include new titles and exclude those no longer in use.

2. The BTU-ESP shall receive copies of new non-instructional job descriptions approved by the Board, with an indication of whether such positions are to be included in the BTU-ESP bargaining unit.

   It is further agreed that as new position classifications are created by the Administration and the Board, the questions of inclusion within or exclusion from the bargaining unit shall be determined by reference to the Recognition Article of this Agreement and the job descriptions of those classifications. Where the parties agree that new positions be included in the bargaining unit, they shall

immediately seek an amendment to the certification of the bargaining unit to include the new certifications of employees. In the event the parties do not agree as to inclusion or exclusion, the BTU-ESP will immediately seek unit clarification from PERC.

ARTICLE 2
Management Rights

A. It is understood and agreed that the District possesses the right and responsibility to operate and manage all schools, departments and programs, and to direct the work forces. The rights, powers, authority, and discretion necessary for the District to carry out these rights and responsibilities shall be limited only by the express terms of this Agreement and shall be exercised in a manner consistent with this Agreement and Florida Statutes. In matters not covered by this Agreement, the District shall have the right to make administrative decisions.

B. Consistent with this Agreement, the management rights shall include, but not be limited to, the following:

1. Determine the purpose and mission of the Broward County School System, and the department and agencies under its jurisdiction.
2. Set standards of service to be offered to the public.
3. Establish employee job descriptions.
4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and corrective action.
5. Introduce new, improved or different methods and techniques of operation or work procedure.
6. Relieve employees from duty because of lack of work, lack of funds or for other legitimate reasons.
7. Take corrective action for just cause. (Note: See Article 9, Employee Corrective Action).
8. Hire, promote, transfer or assign employees.

C The parties agree that directing and managing the workforce is a management right. In the event that such an action occurs, and that action shall impact the wages, hours, terms or conditions of employment, the District will notify the BTU-ESP as soon as possible after a decision has been made. Both parties shall collaboratively discuss the implementation process to ensure that the impact to affected employees has been thoroughly discussed and reviewed.

ARTICLE 3
Procedure for Future Negotiations

A. **Mutual Commitment to Good Faith Negotiations:** Both parties agree to meet at reasonable times and places to negotiate in good faith effort to reach agreement in accordance with Florida Statute 447. During the course of negotiations, the parties or their designees agree to make proposals and counterproposals. Neither party shall be required to make a concession. Articles tentatively agreed to shall be initialed by each party and dated, and shall be set aside subject to ratification of the Agreement.

B. **Requests for Meetings:** No sooner than ninety (90) calendar days prior to the expiration date of the negotiated Contract, either party may notify the other of a desire to commence bargaining. A request from the BTU- ESP should be made in writing to the Chairperson of the Board and/or Superintendent. A request from the Board and/or Superintendent should be made in writing to the President of the BTU-ESP. Within five (5) days of receipt of the request by the Board and/or Superintendent, a mutually convenient time and place for a meeting shall be established. The meeting shall take place no later than ten (10) days following the date of the receipt of the request. Additional meetings shall be agreed upon by the negotiation's representatives as may be necessary to complete an agreement.

C. **Negotiation Teams:** Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary authority and power to make proposals, counterproposals and to reach tentative agreement on items being negotiated. The parties realize the Agreement shall only be effective subject to the ratification of the BTU-ESP and the School Board. The Negotiation/Labor Management team shall consist of no more than six (6) bargaining unit employees. Two (2) alternates may be assigned to attend sessions/meetings in the absence of a regular negotiations/labor management team member. The Negotiations/Labor Management team members shall be permitted to attend all negotiations/labor management sessions that occur during the regular work hours without loss of pay. However, no employee shall be paid overtime for sessions that extend beyond the regular workday. The BTU-ESP shall notify the Employee & Labor Relations Department at least twenty-four (24) hours in advance of that specific session when an alternate will be attending for a named regular team member, so that the proper release notification can be sent to the affected employee’s work location.

D. **Access for Information:** The District agrees to make available to the BTU-ESP such public information as is requested by the BTU-ESP for developing meaningful negotiation proposals on behalf of the education support professionals, to gather information which may be necessary for the BTU-ESP to fulfill its obligation to effectively represent education support professionals in the processing of any grievance or complaint.

E. **Labor-Management Meetings:** Upon mutual agreement, three (3) representatives of the Administration and three (3) representatives of the Union will meet during the regular school year on an as-needed basis at times convenient to both parties for the purpose of reviewing the administration of the Agreement and to resolve matters of mutual concern.

The parties agree that each may invite subject matter experts ("SMEs") to the meeting, as needed, to address agenda items. The identity of any SMEs to appear at a Labor Management meeting will be shared at least forty-eight (48) hours before the meeting. Unless mutually agreed upon, the Labor Management meeting will not be scheduled for more than one and one-half (1½) hours. The parties agree that these meetings are intended to discuss matters of common interest. These meetings are not intended for the purpose of collective bargaining or to discuss matters of active grievances, pending arbitrations or corrective actions.

Each party will submit to the other at least seventy-two (72) hours prior to the meeting, an agenda covering what it wishes to discuss. Agenda items must be mutually agreed upon at least forty-eight (48) hours prior to the meeting. The parties will alternate the location of the Labor Management meetings.

The Chairperson will jointly rotate between the Administration and the Union. The Chairperson will be responsible for conducting the meeting and distributing the agenda. Summaries of action plans will be shared between both parties.

ARTICLE 4
Grievance Procedure

A. **Definition:** Any claim by an employee(s), or the Union, that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement may be processed as a grievance, as hereinafter provided.

Nothing in this Article shall be construed to prevent a bargaining unit member from processing his/her own grievance in person through this grievance procedure and having such grievance adjusted without the intervention of BTU-ESP, if the adjustment is not inconsistent with the terms of this Agreement, and if BTU-ESP has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance, and the BTU-ESP shall be provided with the resolution of such grievance in writing. However, only the Union may submit a grievance to arbitration.

B. **Exclusive Rights:** The parties agree that the BTU-ESP has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the BTU-ESP expressly waives its right in writing to process a grievance because the unit member is not a dues- paying member of the union. A copy of the waiver (Appendix A-2) shall be provided to the Director of Employee & Labor Relations. The union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

C. Procedure:

1. During all steps of this procedure, an employee may be represented by him/herself or by a BTU-ESP representative. Verbal reprimands and written reprimands, with the exception of those issued by the Special Investigative Unit (SIU), shall be grievable only through Step II of the grievance process. Said verbal reprimands and/or written reprimands will be held in abeyance as per Article 7, Personnel Files, Section A.

2. **Informal:** In the event that an employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor within twelve (12) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

3. **Formal:** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, a formal grievance may be invoked by the employee within five (5) working days of the informal discussion, on the form set forth in Appendix A-1, signed by the grievant and/or by a representative of the BTU-ESP, which form shall be available from the principal or the BTU-ESP. If an employee will not be represented by BTU-ESP and BTU-ESP is allowing the employee to proceed, the form attached at Appendix A-2 must accompany the grievance. If the grievance involves more than one (1) school building, a group of employees, or arises from an action above the level of the immediate supervisor, it may be initially filed with the Employee & Labor Relations Department at Step II and the informal discussion may be waived by BTU-ESP.

D. Steps of Formal Grievance Procedure:

1. Step I - Immediate Supervisor

   The grievant may submit to the immediate supervisor, a copy of the grievance form. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing to BTU-ESP within five (5) working days after such meeting.

2. Step II - Employee & Labor Relations Department

   If the grievant and/or BTU-ESP is not satisfied with the disposition of the grievance, or if no disposition has been made with the specified time limit, or if Step I has been omitted, the grievance shall be submitted to the Employee & Labor Relations Department within five (5) working days of the disposition of the immediate supervisor or expiration of the time limit. Within five (5) working days of receipt of the grievance, the Employee & Labor Relations Department shall meet with the grievant. Within five (5) working days of said meeting, the Employee & Labor Relations Department shall indicate the disposition of the grievance in writing. If the parties reach a mutual resolution, it shall be in writing, signed, dated and distributed to the BTU-ESP and the School District. Upon resolution, processing of the grievance shall automatically terminate.

3. Step III - Arbitration

   a. If the grievant or BTU-ESP is not satisfied with the disposition of the grievance by the Employee & Labor Relations Department or if no disposition has been made within the specified time limit, the grievance may be submitted only by

the BTU-ESP to arbitration before an impartial arbitrator within seven (7) working days of the written disposition at Step II or the expiration of the time limit. The seven (7) working days will commence from the postmark affixed to the Step II answer envelope by the U. S. Postal Service or the date of an email forwarding the disposition.

b. Selection of Arbitrator: If the parties cannot agree to an arbitrator within five (5) working days from the notification date, that arbitration will be pursued, the arbitrator shall be selected from a list supplied by the Federal Mediation and Conciliation Service ("FMCS") or the American Arbitration Association ("AAA") in accordance with the rules of the respective organization, which rules shall likewise govern the arbitration proceedings.

c. **Power of Arbitrator:** The arbitrator shall limit his/her decision to the application and interpretation of this Agreement and shall have no power to modify, alter, add to, or subtract from the provisions of this Agreement.

d. **Cost of Arbitration:** If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA and FMCS filing fees, shall be paid by the District. However, if the arbitrator sustains the District's position, all fees and expenses of the arbitrator and all filing fees shall be paid by the grievant or the Union. If the decision issued by the arbitrator is not the one requested by either party, the arbitrator shall determine the distribution of his/her fees between the parties. Each party shall be responsible for any other expense it chooses to incur. The parties may, by mutual agreement, agree to share the cost of the arbitration.

e. **Witnesses:** Employees required to testify will be made available without loss of pay; however, whenever possible they will be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant(s). Nothing provided herein shall prevent a witness from being recalled to testify. In group grievances, the group of employees shall be represented by the BTU-ESP and one (1) member of the group.

f. **Disclosure of Information:** Neither the District nor the Union shall be permitted to assert in such arbitration proceedings any grounds or rely on any evidence which has not previously been disclosed to the other party.

g. **Award:** Both parties agree that the award of the arbitration shall be final and binding.

h. **Expedited Arbitration:** On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. The specific procedures covering all aspects of the expedited arbitration hearing must be mutually agreed to by the parties prior to the scheduling of the hearing.

i. The parties may, by mutual agreement, establish the procedures as well as the working guidelines to select and utilize a panel of arbitrators. The panel of arbitrators would be reviewed every two years at which time the parties, by mutual agreement, may make changes to the panel.

E. General Provisions:

1. It is the mutual intent of the Union and the Board to resolve all grievances at the earliest possible level of the grievance procedure.

2. **Time Limits:**

a. The time limits provided in this article shall be strictly observed, but may be extended only by mutual written agreement of the parties. All formal grievances must be appealed to the next step within the specified time limits. Failure to do so shall deem the grievance resolved on the basis of the disposition at the previous level. Failure of the administration to respond within the specified time limits shall permit the grievant to appeal to the next level.

b. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Employee & Labor Relations Department shall use best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

c. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to permit such person(s) to be present.

3. **Grievance Meetings/Conferences:** When grievance meetings, conferences or hearings are scheduled during school hours, employees required to testify shall be excused without loss of pay or accumulated leave for that purpose.

4. **Discrimination:** The provisions of the Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, handicap or marital status.

5. **Employee Rights:** All employees will be entitled to fair, reasonable, and equitable treatment in the processing of grievances. An employee who participates or intends to participate in any grievance as described herein shall not be subjected to corrective action or reprisal because of such participation or intention. The grievance response or final grievance disposition will be placed in the employee's personnel file. All other documents related to the grievance will be placed in a separate grievance file.

6. **Adjustment/Resolution:** Adjustment or resolution of any grievance herein shall not be inconsistent with the provisions of this Agreement.

7. **Expiration of the Agreement:** Notwithstanding~~,~~ the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolved.

F. **Waiver:** If the BTU-ESP waives its right to process a grievance to arbitration because the affected employee is not a dues-paying member of the union, the employee may carry the case forward if BTU-ESP signs the form attached in Appendix A-2, but the employee may be responsible for all arbitration costs pursuant to the provisions in Section E above. Under such circumstances, the BTU-ESP shall not be responsible for arbitration costs associated with the specific grievances.

ARTICLE 5
Employee and BTU-ESP Rights

A. **Rights Under the Law:** Nothing contained herein shall be construed to deny to any employee rights granted under the Florida School Laws or Laws or other applicable laws and regulations.

B. **Information to Union:** The Board agrees to furnish the BTU-ESP with the following at a charge not to exceed that authorized by Florida Statutes, Section 119.07 along with any other information requested by BTU-ESP allowable under state statute and other applicable laws:

First Name/Last Name
Home Address
Home Phone Number
Work Location
Job Classification
Personnel Number
Dues Deduction Amount
Employment Date
Bargaining Unit Date

Such information shall be sent via electronic format on a quarterly basis.

C. **Use of School Buildings:** The BTU-ESP and its representatives shall be permitted to hold monthly meetings with all ESP employees before school hours, after regular school hours, or at other reasonable times determined by the principal provided that such use does not disrupt school operations or result in overtime compensation to other staff who may be required to be present while the school remains open for use. If rental is charged, it shall be in accordance with Board policy.

D. **Use of School Facilities and Equipment:** The BTU-ESP and its representatives may, upon approval of the principal, have the right to use school facilities and equipment, including computers, copiers, other duplicating and photocopying equipment, calculating and computing machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The BTU-ESP shall, upon request by the principal, pay for the reasonable cost for such use and for all materials and supplies incidental to such use. Whenever possible, employees shall have the right to access District e-mail from designated computers at the work location with the understanding that student contact time shall not be interrupted. The Principal/Designee shall designate which computers are allowed for employee use. If more employees exist than computers for designated use, the Principal/Designee may rotate employee use on such

equipment on a basis that provides equal time among all affected employees.

E. **Use of Bulletin Boards and Mailboxes:**

1. **Bulletin Boards:** BTU-ESP shall have the right to post notices of activities and matters of BTU-ESP concern in a designated area assigned by the school principal at each school or center. Only official materials from BTU-ESP or its affiliate may be posted. (Notices endorsing any national, state or local political candidate shall be prohibited.)

2. **Mail Services:** BTU-ESP may use the District mail service, including employee mailboxes, for official communication to education support professionals, provided the BTU-ESP complies with all provisions of the Private Express Statutes, including postage requirements. The parties agree that should the Private Express Statutes change regarding required postage, this provision shall be modified accordingly. BTU-ESP and the District shall develop guidelines for this service and for appropriate charges prior to implementing the use of the mail service.

3. BTU-ESP Stewards shall be permitted to access and utilize their location electronic mail as it related to their roles as union representatives. The following rules shall apply for such usage:

   a. BTU-ESP Stewards shall abide by Florida Statute, School Board Policy 5306, School and District Technology Usage, and the provisions of Article 5, Employee and BTU-ESP Rights.

   b. The first violation of the provisions outlined in subsection a. above shall result in a written warning to the offender with a copy to the President of the BTU-ESP and the Director of Employee & Labor Relations.

   c. A second violation of the provisions outlined in subsection a. above shall result in a three (3) month suspension of electronic mail privileges to the offender. The BTU-ESP President and the Director of Employee & Labor Relations shall be notified when such action is taken.

   d. A third violation of the provisions outlined in subsection a. above, shall result in a six (6) month suspension of the District electronic mail privileges to the offender. The BTU-ESP President and the Director of Employee & Labor Relations shall be notified when such action is taken.

e. A fourth violation of the provisions outlined in subsection a. above shall result in permanent suspension of the District electronic mail privileges to the offender. The BTU-ESP President and the Director of Employee & Labor Relations shall be notified in writing when such action is taken.

F. **Transaction of BTU-ESP Business:** Duly authorized representatives of the BTU-ESP may, with the approval of the principal, be permitted to transact official BTU-ESP business on school property at all reasonable times, provided that this shall not interfere with or disrupt normal school operations.

G. **Board Furnished Materials:** The Board agrees to make available to the BTU-ESP, Board agendas furnished other organizations and minutes of Board meetings; names and addresses, and telephone numbers of all employees; salaries paid thereto and years of service; and other such specific publicly available information, as will assist BTU-ESP in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the BTU-ESP to process any grievance.

H. **Right to Address the School Board:** The BTU-ESP may appear on the Board agenda to discuss Board business. In order to do so, the Superintendent must be contacted at least ten (10) days in advance of the Board meeting in order that an administrative review may be conducted and the item placed on the official Board Agenda. The presentation shall be limited to the topic listed.

I. **School Visitation:** The BTU-ESP President and/or other BTU-ESP representatives may, with the approval of the principal, be allowed to visit schools to investigate employee concerns, problems or for other purposes relating to BTU-ESP affairs.

J. **Payroll Deduction:** The District shall, upon written authorization of the employee, deduct BTU-ESP dues. The BTU-ESP shall furnish, distribute, and process authorization forms, said forms to be filed by BTU-ESP with the Payroll Department. Employees who desire to become members of the BTU-ESP shall file their authorization form with the BTU-ESP. Pursuant to such authorization, the District shall deduct such annual sum as authorized in equal payments according to a schedule mutually agreed to by the parties from the employees regular salary check, beginning with the first pay check in the pay period following date of authorization for new members. Such authorization shall continue in effect from month to month, thereafter unless revoked by the employees in writing to the BTU-ESP and to the Payroll Department, not less than thirty (30) days prior to

the next payroll cutoff date. The deductions shall be remitted not less frequently than monthly to the BTU-ESP, with a list of members and the amount deducted year-to-date.

The right to such dues deduction shall be granted exclusively to the BTU-ESP and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit. The BTU-ESP shall notify the Payroll Department of the amount of any change in annual dues to be deducted not later than the last workday of the month prior to the month in which such change becomes effective. The BTU-ESP agrees to indemnify and hold harmless the Board, each individual Board Member and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

Upon appropriate written authorization from the employee, the District shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance, BTU-ESP special services programs, or any other plans or programs approved by the BTU-ESP and the Board as a part of this Agreement or additional programs approved by the Board that are not a part of this Agreement.

K. **Non-Retaliation Clause:** An employee shall not be subject to warning, corrective action, retaliation or harassment because of his/her participation in BTU-ESP activities and/or participation in the grievance (Article 4) process. All grievances or complaints arising from this provision shall be processed through procedures established under Chapter 447 of Florida Statutes.

L. **BTU-ESP Exclusivity:** The rights granted to BTU-ESP in this Agreement shall be granted to BTU-ESP exclusively as the sole and exclusive bargaining agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.

M. Principals or other appropriate administrators shall be responsible for immediately reporting to the Superintendent, through Special Investigative Unit (SIU), any person who (1) commits assault or battery upon any employee, or upbraids, abuses or insults any employee during employment, on school property or at a school activity, and (2) any person who is not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof. SIU shall make an immediate investigation. If the investigation indicates that the charges are warranted, the Superintendent

shall assist the insulted person in filing charges against the individual who committed the insult/assault.

N. The District agrees to furnish the BTU-ESP, three (3) times each year, November 1, February 1 and March 15, two (2) full file information rosters of bargaining unit members, (one (1) in alphabetical order by location - one (1) in alphabetical order); at no cost to the BTU-ESP.

O. The Vice-President of the BTU-ESP, Local Union Executive Officer, the President of the state affiliate, and the Executive Officers of the national affiliate shall be granted temporary duty leave for their respective term of office. Upon return from leave the employee shall be placed in the same position held before such leave, or if such position is not available, to a substantially equivalent position within the scope of the employee's job classification. Such employee shall have the right to continue participation in the retirement system and insurance programs of the District, as well as to receive credit for salary increment, all as if in actual service to the District. The BTU-ESP shall reimburse the District for the actual cost of such employee's salary and benefits.

P. **Student Pick Up and Drop Off:** Education support professionals shall not be required to open and/or close automobile/van doors for students, load or unload children from vehicles, secure children in car seats, or load and/or unload student supplies. This section shall apply only to students picked up or dropped off in a private vehicle.

Q. **Physical Restraint of Students:** When a need for physical restraint training is identified, the Principal/designee shall seek the approval through the Office of School Performance and Accountability (OSPA) for a designated team to be certified. At least one (1) education support professional employee may be given the opportunity to be a member of the team. Physical restraint procedures shall be performed for the duration of the certification period for each designated team member.

R. **Professional Development**: When it does not adversely impact the operation of the school or the school's budget, principals shall approve requests from education support professionals to receive job-related training during normal work hours that will enhance or improve their ability to perform the duties required of their job. Requests for training shall not be unreasonably denied and may be subject to the grievance procedure.

S. **District Mandatory Child Abuse Reporting/Employee Protection:** Employees have a duty to report child abuse to the child abuse hotline at 800-962-2873 and the employee shall not be retaliated against for making such report. In addition, such information may also be reported to the

principal/designee. The confidentiality of information reported to The Department of Children and Families (DCF) shall be maintained in accordance with the Florida Statutes, Section 39.202.

T. **Domestic Violence Leave:** The parties mutually agree that upon approval of and in alignment with a School Board policy on Domestic Violence Leave, the three (3) days of leave as outlined by Florida Statute shall be paid leave for employees who are victims of domestic violence as defined in Florida Statutes, Section 741.28.

U. **Parking/I.D. Passes:** The President of the Broward Teachers Union-Education Support Professionals (BTU-ESP), full-time paid professional staff, and employees serving on District committees shall receive parking and identification passes that allow parking and personal entry into the Kathleen C. Wright Administration Building. The BTU-ESP shall provide a written list of paid, professional staff members, District committee members, and the name of the President of the Union to the Chief Human Resources & Equity Officer.

V. **Student Ratio To Education Support Professionals:** When the number of breakfast/lunch participants exceeds one hundred (100) students at one sitting, the principal will consider allocating additional education support professionals to the breakfast/lunch program. The decision to allocate additional education support professionals shall be at the sole discretion of the principal/administrator.

W. **Super Seniority for Stewards:** Whenever possible stewards shall be given super seniority exemption from layoff. By March 1st the BTU-ESP will provide the Superintendent with a list of official building representatives. Should the stewards vacate their position for any reason, the BTU-ESP shall notify the Superintendent and provide a replacement name.

X. **Custodial Duties:** ESP employees shall not be required to perform custodial duties outside the scope of the job expectations for their position such as, but not limited to, cleaning floors or furniture, emptying trash, washing bathroom facilities, changing light bulbs, dusting, and wiping desks, when such duties are not directly related to the instructional program, student activity or service they support.

ARTICLE 6
Terms and Conditions of Employment

A. **Workday:** The workday of permanent full-time employees shall be seven and one-half (7-1/2) consecutive paid hours, including a lunch period of thirty (30) consecutive minutes. The lunch period shall be duty-free except under emergency circumstances. During the lunch period, employees shall not leave the school grounds without permission of the principal. In the case of employees whose jobs, because of Federal grant requirements, require hours of work not in conformance with the above, they shall have a standard workday of not more than seven and one-half (7-1/2) hours including a duty-free, uninterrupted, paid lunch period of not less than thirty (30) consecutive minutes.

The workday of employees shall be no longer than seven and one-half (7-1/2) hours in accordance with Section A above. The workday of employees shall be no less than seven (7) consecutive hours for 187 and 196 calendar-day employees or with the exception of summer school or ESP employees hired to work part-time (e.g., employees hired to work cafeteria duty). The workday of employees hired for the exclusive purpose of cafeteria duty shall be no shorter than four (4) consecutive hours. Substitute employees, part-time employees, temporary employees or volunteers shall not be employed in or assigned to a position to avoid the employment of a full-time employee when such employment would circumvent any provision of this Agreement. If a four (4) day work week is implemented during the summer months, this schedule may be compressed into that period. Said compression shall not result in the reduction of salary or benefits.

B. **Cafeteria Duty Assignment:** Certified Classroom Assistants, and Certified Teacher Assistants will have cafeteria duty for no more than 90 minutes per day, when feasibly possible except in the following cases: because of Federal restrictions or where ESPs have been hired either on a partial basis or exclusively for cafeteria duty. A rotation list shall be posted. To ensure the safety of all students, ESPs who are assigned to Head Start, unique, or special needs students (including autism) are excluded from cafeteria assignment beyond their specific student assignment(s). Such cafeteria duties shall be performed within the appropriate ESP job description. For example, these ESPs shall not wipe tables, run the trash compactor, or mop floors.

C. **Breaks:** Employees working for five (5) hours to seven and one-half (7-1/2) hours shall receive two (2) fifteen (15) minute breaks per day. One (1) break shall be in the morning and one (1) shall be in the afternoon unless there is mutual agreement between the affected administrator and

ESP(s) to schedule one (1) thirty (30) minute break in the morning or afternoon. All employees working less than five (5) hours shall be granted one (1) fifteen (15) minute break.

D. **Lunch Period:** Employees who work five (5) hours or more shall be granted a thirty (30) minute, duty-free, uninterrupted lunch period, which may or may not be during the normal lunch hours.

E. **Basic Annual Work Calendar:** Effective the 2025-2026 school year, the basic annual work calendar for employees shall be one hundred and eighty-nine (189) days, including six (6) paid holidays. If a principal/administrator, at his/her sole discretion, wants to extend an employee's annual work calendar, qualification, attendance, reliability, and seniority in the District shall be among the criteria considered by the administrator in granting the extension. Current employees shall be given first consideration in filling the position. Employees shall receive written verification of their calendar starting date, unit seniority date, number of hours contracted to work per day, and location, by the last workday of May of each year and/or in accordance with approved action taken by the District. Upon the conclusion of collective bargaining between the BTU-ESP and the District each year, the negotiated salary schedule and other amended articles shall be distributed to bargaining unit members in accordance with the applicable provisions of this contract.

New employees hired after the last workday of May of each year shall receive the information specified above, in this section, no later than ten (10) days after the Board approves their employment.

F. **Employee Dismissal:** Any permanent employee who is dismissed for disciplinary reasons or as a result of performance evaluation shall be notified in writing of said dismissal, which shall include the specific reasons for dismissal.

G. **Experience Credit:** An employee who resigns in good standing or is laid off, if re-employed within two (2) years from the effective date of such resignation or layoff, shall be granted experience credit on the salary schedule for all previous experience granted, as an ESP employee, but shall not be granted credit on the salary schedule for time not worked by virtue of layoff or resignation.

H. **Just Cause:** No employee shall be dismissed, be reduced in rank, be reduced in compensation, suffer loss of any terms and conditions of employment, or otherwise be deprived of any advantage of other employment benefit, without just cause.

I. **Complaints Against An Employee:** No action against an employee shall be taken on the basis of an unverified complaint by a parent or student or other individuals, or any notice of such action or complaint shall be included in the employee's personnel file or any evaluation report, unless the matter is first reported to the employee in writing, and the employee has had an opportunity to discuss the matter with his/her administrator. No investigation of an employee beyond preliminary inquiry by Special Investigative Unit (SIU) may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation.

J. **Student Discipline/Employee Protection:** The principal shall have the responsibility for maintaining overall discipline within the school setting. Further, the principal may delegate to the employees such responsibility for control and direction of the student as he/she considers desirable or as required by District policy and rules. When and where such responsibility has been delegated, the employee shall be supported in any reasonable action he/she may take. An employee shall be accorded the same protection of law and support of the District that is accorded certified teachers when under the direction and/or supervision of the Board or its agents.

Reporting Incidents:

1. The employee shall immediately report any cases of: 1) assault and battery upon an employee, and any person (excluding students) who abuses/insults employees, and 2) any person who is not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof the Principal or other appropriate administrator. The District shall advise the employee concerning his/her rights and obligations with respect to such alleged actions and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement.

2. The employee shall immediately report any threats of a violent nature made against him/her to the Principal or appropriate administrator. The administration shall immediately notify SIU of the alleged threat of violence against the employee. The District shall advise the employee concerning his/her rights and obligations with respect to such alleged actions and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement.

K. **Covering Classes:** The District will comply with all provisions of Florida Statutes, Section 1012.37 which states, "A district school board may appoint education paraprofessionals to assist members of the instructional staff in carrying out their duties and responsibilities. An educational paraprofessional shall not be required to hold a teaching certificate. An education paraprofessional, while rendering services under the supervision of a certified teacher, shall be accorded the same protection of laws as that accorded the certified teacher. Paid education paraprofessionals employed by a district school board shall be entitled to the same rights as those accorded non-instructional employees of the district school board." The parties agree that the collective bargaining agreement shall be consistent with any future changes in the statute.

An education paraprofessional shall not be utilized for in-classroom teaching or supervisory responsibilities over a classroom of students except in those most extreme circumstances. In the event that an emergency arises that requires an education paraprofessional to cover a class for more than a few minutes, the principal must provide a memorandum to the Office of School Performance & Accountability, after the fact, which justifies the classroom coverage. The memorandum must also include the total time period that the education paraprofessional was in the classroom without a teacher, the name of the education paraprofessional, and the regularly assigned teacher.

L**.** **Rest Areas:** Lounges and/or other areas designated by principals as places where faculty and other staff may eat or rest, except teacher planning areas, shall be available to ESP employees for the same purpose. All ESPs shall have a secured area (i.e. locker/cabinet) with all day access to lock up personal belongings during their workday.

M. **Off-Street Parking:** Whenever possible, off-street parking facilities owned by the District shall be provided for employee use at each school.

N. **Telephones:** Telephones for the purpose of school business shall be available in each school for ESP employee use. Bargaining unit members may use school phones for personal, local calls before and after the official workday, during breaks, duty-free lunch or in emergencies, provided that there are no charges to the school associated with said phone calls.

O. **Temporary Employees:** Temporary employees who are eventually placed in vacant positions shall have all time accrued as a temporary employee credit to their calendar probationary period, provided such service is continuous at the same work location and leads directly to filling a vacancy. The seniority date for such employee shall be the first day after completion of the required probationary period.

P. **Probationary Employees:** Probationary employees who are hired and receive satisfactory evaluations but work less than the probationary period in a school year shall have all days previously worked as probationary credited to their probationary period if rehired during the subsequent school year in a bargaining unit position.

Q. **Labor Management:** The parties mutually agree to discuss the creation and implementation of a substitute list for Education Support Professionals.

ARTICLE 7
Personnel Files

A. **Number of Files:** There shall not be more than two (2) personnel files (the official file and the site file) maintained for each employee. The official file will be maintained at the Human Resources Support Services Department. The site file shall be kept in the principal's or director's office at the school or other location where the employee is then employed. Each document placed into either file shall be in accordance with Florida Statues, Section 1012.31. When the employee transfers to another school or site within the District, the site file will be transferred with the employee.

B. The affected employee will receive a copy of the corrective action. Said document(s) shall be held in abeyance unless the offending behavior recurs or other disciplinary action is taken, within one (1) year of issuance, in which case all documents will be placed in District personnel file(s). If a verbal reprimand or a written reprimand is held in abeyance, and the offending behavior does not recur and there is no other corrective action within one year from issuance, the original document will be delivered to the employee at the end of one year from the time of issuance. NOTE: Verbal reprimand and/or written reprimands based upon a serious breach of conduct which is of a criminal nature, or compromises the health and/or safety of any individual, or is issued by the Special Investigative Unit shall be grievable beyond step II and will not be forwarded to the employee's District personnel file until completion of the grievance procedure (if exercised).

C. **Anonymous Items:** No item from an anonymous source may be placed in the personnel file.

D. **Notification to Employees:** An employee has the right to answer in writing any materials in his/her personnel file. An employee has the right to request that the Superintendent or his designee make an informal inquiry regarding material in his personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his findings.

Letter(s) of reprimand, letters of complaints from any source, or other items detrimental to an employee's employment status, shall not be placed into an employee's personnel file until the employee has had an opportunity to read and/or sign the item. An employee's refusal to sign any such item does not restrict the right of the District to place these items into the appropriate personnel file. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents unless otherwise indicated.

E. **Review and Copying of File:** Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file. A representative of the BTU-ESP may accompany the employee in such review and may, upon written authorization by the affected employee, review and reproduce any contents of an employee's personnel file.

The District shall charge the employee or representative for all copies requested and duplicated. The rate shall be established by the District.

F. **Prohibited Materials and Remedy:** Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality shall be placed in the personnel file of such employee. An employee has the right to answer in writing any materials in a personnel file, and the answers shall be attached to the file copy. An employee has the right to request that the Superintendent or the Superintendent's designee make an informal inquiry regarding material in the employee's personnel file which the employee believes to be false. The official who makes the inquiry shall append to the material a written report of his or her findings.

ARTICLE 8
Employee Evaluation

A. **Purpose:** One or more performance evaluations of employees shall be conducted in accordance with the procedure herein to appraise effectiveness in the performance of assigned duties and responsibilities; to improve performance; recognize superior performance, identify job performance problems; improve communications between administrators and employees; and to provide timely and accurate information which may be used in the making of personnel decisions related to employee performance.

B. **Procedure:**

1. Within each school or center, the administrator or his/her administrative designee shall be responsible for evaluation of employees assigned to that school or center. Observations by a teacher may form part of the evaluation, provided that teacher has worked directly with the employee in the educational setting during the evaluation period. Evaluation of employees by any other persons shall not be conducted or condoned by the Board or District Administrator, nor will any action be taken against an employee based on such unauthorized evaluation. When teacher input indicates need for improvement, an administrative observation will be conducted as in B-4(a) of this Article.

2. Each new bargaining unit member shall be given a copy of the evaluation form as set forth in Appendix B on or before September 30 of each year. Employees hired after September 30 shall be given a copy of the evaluation form within fifteen (15) workdays after the first day of work.

3. Evaluations shall be conducted between October 15 and not later than one (1) week prior to the end of the school year for every permanent full-time and part-time employee. Permanent employees shall be evaluated at least once during the school year. Employees who were rated "Needs Improvement" on their last evaluation and who are reappointed, shall be evaluated during the last semester of the next school year.

4. a. When classroom observations are conducted by the principal or administrative designee, employees shall be observed for the purpose of evaluation. When a teacher indicates to a principal/administrator that an employee's classroom performance needs improvement or is unsatisfactory, the principal/administrator must observe the employee for a

minimum of thirty (30) minutes. If after the classroom observation, the principal/administrator agrees with the teacher, a follow up conference with the employee will be conducted within ten (10) working days.

b. Principals may conduct observations other than those specifically required at any time during the school year. Any such observations which are to be used for evaluation purposes shall be recorded on the evaluation form.

5. The contents of the evaluation form shall be the same as Appendix B attached.

6. Prior to the evaluator's completing the evaluation form, he/she shall conduct a post-observation conference to discuss the observation and the employee's performance. After such discussion and upon completion of the formal evaluation, the evaluator and the employee shall sign the report, with a copy to the employee before it is placed in the employee's personnel file.

   The evaluator shall explain to the employee what actions may be expected if performance does not improve. In addition, the administrator shall establish a time period for employee remediation. At the completion of that date, the evaluator shall meet with the affected employee.

7. Upon request of the employee, the evaluator shall schedule a follow-up conference at which time the employee may be represented. Any change in the evaluation as a result of this conference shall result in the evaluation form being redone and attached to the original if the original is already in the employee's official personnel file. The final evaluation shall be treated in a manner consistent with this Article.

8. Failure or refusal of an employee to achieve a satisfactory level of performance or to meet the requirements of his/her job description and duties shall be adequate justification for termination of employment. Any dismissal of an employee based on unsatisfactory performance shall be limited to the causes specified in the employee's Notice of Dismissal under Article 6, Section F of this Agreement.

9. **Employee Response:** If the employee objects to the contents of his/her evaluation, he/she may place such objections in writing and attach it to the evaluation form within ten (10) days from the date of the evaluation conference.

C. **Probationary Period:** Any probationary employee not given written notification of a dismissal on or before the end of the employee's probationary period shall become a permanent employee.

ARTICLE 9
Employee Corrective Action

A. No regular/permanent employee shall receive corrective action without just cause. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the BTU-ESP is present. It is the employee's responsibility to have a BTU-ESP representative present within three (3) working days of such request.

B. **Harassment:** Employees shall not be subjected to harassment, abusive language, upbraiding or insults. Administrators shall not be considered in violation of this section and will remain professional at all times, even when providing input during a performance evaluation meeting with an employee.

Administrators shall not express unnecessary complaints or criticisms concerning an employee in the presence of other employees, students, or parents.

The District and its employees shall comply with the School Board approved policy regarding Anti-Bullying and Harassment.

C. **Harassment of Steward(s):** Steward complaints under this paragraph shall not be subject to the provisions of Article Four but shall be directed to the Office of School Performance & Accountability for final binding decision. The BTU-ESP shall provide a list to the Superintendent not later than March 1st of each year containing the names of the official BTU-ESP stewards at each school. The BTU-ESP will provide the Superintendent with the names of the new stewards who are replacing another steward whenever such action is necessary.

ARTICLE 10
Holidays

A. During the term of this Agreement, the school calendars for bargaining unit members shall include six (6) paid holidays, except for bargaining unit members on a twelve (12) month calendar, in which case holidays and days off shall be observed as provided in the employee's calendar.

B. Pay for holidays observed by employees on the active payroll shall be computed on the basis of the employee's regular scheduled hours of work and calendar.

C. The District agrees to annually consult with the BTU-ESP President/Designee, prior to the adoption of the school year calendar, for the purpose of giving input from education support professionals.

ARTICLE 11
Emergency School Closing

The Superintendent of Schools shall exercise full authority granted under Section 1001.42, Florida Statutes, as amended, to close any or all schools during an emergency. When emergencies arise and the Superintendent decides to close any or all schools, the Superintendent shall immediately notify the School Board of the action taken and the reason therefore and immediately implement administrative procedures which will include announcements over local television and radio stations when such services are made available, in order to alert personnel, students, parents and the community.

Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an act of God and nothing shall require educational support professionals to report to work in such circumstances.

When one (1) or more schools or school offices are officially closed by the Superintendent, the employees are not required to report; no leave days previously arranged by an employee will be deducted for such emergency days.

When the emergency closing results in a day or days off for employees, necessary amendments to the calendar shall be made to coincide with the amendments to the calendar for instructional personnel. During the time of a declared emergency, educational support professionals shall be eligible for Declared Emergency Leave in accordance with School Board Policy 4412.

ARTICLE 12
Leaves

A. **Sick Leave:** Any educational support professionals employed on a permanent basis who is unable to perform his/her duty in the school because of illness, or because of illness or death of father, mother, brother, sister, husband, wife, child, other close relative or member of his/her own household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him to do so. The following provisions shall govern leave:

1. Each educational support professional on a full-time permanent basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year and shall earn one (1) day of sick leave for each month of employment, which shall be credited to the educational support professional at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. If the educational support professional terminates, resigns or retires prior to accruing the four (4) days of sick leave, the School Board shall withhold the employee's daily rate for the leave days used but not earned by the employee. The educational support professional shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an educational support professional may accrue. Educational support professionals who are temporarily absent from school for any reason shall, if possible, notify the principal or his/her designee at least two (2) hours prior to school openings. Failure to call and report absence(s) may be considered an unexcused absence and may be cause for corrective action.

2. An employee shall have the right to use sick leave in half-day or full-day units, for the purpose of medical or dental appointments.

3. If an immediate supervisor suspects an abuse of sick leave, he or she shall first investigate the matter and discuss the findings with the affected employee.

   An abuse of sick leave is defined as a pattern or series of absences which occur over an extended period of time, and on a regular and predictable basis and without adequate justification. For example, a regular and predictable basis would be: sick leave being used as soon

as earned; absence on only Mondays or Fridays; absences occurring on the days before or after a holiday period; absences occurring on the day after payday on a regular basis.

If the investigation sustains that a documented pattern of abuse does exist the employee may be subject to corrective action as per Article 9.

B. **Personal Reasons Leave:** Bargaining unit members shall be granted up to six (6) days leave each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be noncumulative. Unit members shall not be required to give reasons for personal reasons leave, except that the leave is for "personal reasons."

1. Notification of intent to use personal reasons leave shall be submitted to the administrator no later than twenty-four (24) hours prior to the day the employee wishes to have off, except for an emergency, as determined by the principal.

2. Personal reasons leave shall not be granted on the day preceding or following a holiday, the week prior to or during FSA Testing, nor during the first or last week of school, except in emergency situations. This may only be waived by mutual agreement between the affected employee and the principal. Employees leave requests during these excluded periods shall not be unreasonably denied.

C. **Terminal Pay:** Any employee at retirement or his/her beneficiary if service is terminated by death, shall be provided terminal pay.

1. Such terminal pay shall not exceed an amount determined as follows:

a. During the first three (3) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.

b. During the fourth (4th) through sixth (6th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 40 percent multiplied by the number of accumulated sick leave earned after July 1, 1994.

c. During the seventh (7th) through ninth (9th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

d. During the tenth (10th) through the twelfth (12th) year of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 50 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

e. During and after the thirteenth (13th) year of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.

2. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

f. No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This

Agreement requires the retiring Board employee to seek, accept and cash the first retirement benefit check issued by the Florida Retirement System. The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A, B, C, D, E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

*Note: At the time sick leave is earned shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

D. **Illness in the Line of Duty:** Any permanent educational support professional shall be entitled to illness-in-line-of-duty leave with pay when he/she has to be absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such leave shall be in addition to any other leave to which the employee may be entitled, and such leave shall not be cumulative. Each employee shall be entitled to at least ten (10) days of such leave, but additional leave day may be granted by the Board.

Any employee absent on such leave shall reimburse the District for any Worker's Compensation payments received for the period. Paid holidays, occurring during such leave, shall not be included in the computation of the number of days with respect to when such leave is applicable. A substantiating statement by a physician and a corroborating statement by the principal shall be required prior to approval of said leave, except that the corroborating statement of the principal may be subject to the grievance procedure.

E. **Maternity/Personal:** A personal or maternity leave without pay and not to exceed one year shall be granted to an employee for the purpose of childbearing and/or child rearing, as follows:

1. An employee may continue to be actively employed during pregnancy only so long as the employee is properly able to perform required duties and responsibilities.

2. All or any portion of leave taken by an employee because of medical disability connected with or resulting from the pregnancy may, at the employee's option, be charged to the employee's available sick leave.

3. An employee shall be entitled, upon request, to personal leave to begin at any time between the birth of the child and up to one (1) year thereafter.

F. **Legal Commitments:** Employees shall be granted leave for legal commitments and shall receive their regular salary while serving as jurors or witnesses under subpoena. If released by 12 noon, the employee shall contact his/her principal for possible assignment that day.

G. **Computation of Pay For Leave:** Paid leave for each employee shall be computed on the basis of the employee's regularly scheduled hours of work and assigned calendars.

H. **Military Reserve Leave:**

1. Any employee who is a member of national military reserve unit or National Guard shall be allowed up to seventeen (17) days leave without loss of pay or other accumulated leave, when ordered to active duty by the appropriate unit during the regular term. At the Board's discretion, the leave period may be extended up to thirty (30) days. An employee required to report for a physical examination under any selective service law shall be granted leave without loss of pay or other accumulated leave for time required for this obligation.

2. Employees who are reservists called to active duty shall receive pay to supplement their military pay in the amount necessary to bring their base salary, inclusive of their base military pay, to the level earned at the time they were called to active duty. Base salary shall be defined as the employee's main job with the School Board.

3. Employees on active duty shall be eligible to continue their School Board Health insurance coverage by paying the employee's share of any cost of such coverage.

4. During the period of leave required by the call-up, the employee shall continue to maintain his/her seniority and shall accrue sick leave.

5. Upon returning from leave, the employee shall be returned to employment to their school/work site prior to the active military leave.

6. The terms of this agreement shall be in effect during the period of time established by the School Board when a military call-up is in effect and shall expire at its conclusion.

I. **Active Military Service Status:** Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service. Any employee returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the School Board shall have up to six (6) months to reassign the employee to duty in the school system.

J. **Personal Leave:** An employee may be granted, upon request, personal leave without pay for a period not to exceed one (1) school year for reasons not provided elsewhere in this Agreement provided the employee has completed three (3) consecutive years of service.

K. **Fringe Benefits During Leave:** Any employee granted a leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverages in existing school programs and, with the approval of the retirement system, to continue participation in the retirement system during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a temporary employee in the District while on leave.

L. **Temporary Duty Leave:** Temporary duty leave may be granted to employees by the principal or supervisor equivalent in rank for the purpose of:

1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities or government or private agencies concerned with public school matters.

2. Visitation for the purpose of observing instructional techniques or programs.

M. **Early Termination of Leave:** An employee on extended Board approved leave may apply for an early return to Board employment prior to expiration of such leave. The approval for said request shall be at the discretion of the Superintendent.

N. **Return from Leave:** Upon return from a leave granted under this Article, an employee shall be assigned to his/her former classification. The School Board shall make an effort to return said employee to his/her former position.

O. **BTU-ESP Leave:** The BTU-ESP shall be provided up to a combined total of 125 days of leave without pay for the purpose of conducting BTU-ESP business. The BTU-ESP president shall notify the Employee & Labor Relations Director five (5) working days in advance of the requested leave day. The president shall also inform the Employee & Labor Relations Director the purpose and nature of the leave. No more than three (3) consecutive workdays of leave may be utilized by an employee at one time. This leave must be taken in full day increments. It is understood that such leave shall not be unreasonably denied; however, the School Board may deny the leave at the requested time due to the needs of the employee's school/work location. This leave shall not be used by the BTU-ESP for the purpose of campaigning in a representational or de-certification election.

When approved BTU-ESP leave is utilized, the District shall submit an invoice for the actual cost for such employee's salary and benefits and the BTU-ESP shall reimburse the Board for said costs.

P. **Sick Leave Bank:** The parties mutually agree to establish a Sick Leave Bank (hereafter referred to as the Bank) for employees. Participation in the Bank shall be voluntary. The Bank shall be made operational as soon after the ratification of this contract as possible. The Bank shall be governed by the following procedures:

1. **Creation of the Bank:** The Bank will be established providing that 200 days have been deposited (one [1] per full-time employee), during an enrollment period extending thirty (30) calendar days from the date such enrollment period is announced to employees. Subsequently, employees may enroll in the Bank only within 30 calendar days of the beginning of the official school year.

2. **Membership Requirements:** Membership in the Bank is voluntary and revocable upon sixty (60) days written notice to Employee & Labor Relations Department. Days deposited however, shall remain in the Sick Leave Bank even if an employee decides to cease participation in the Sick Leave Bank. Full-time employees who have been employed full-time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment, may enroll in the Sick Leave Bank by contributing one (1) day of sick leave to the Bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.

3. **Sick Leave Bank Committee:** The Committee shall be appointed by the BTU-ESP for the purpose of administering the Sick Leave Bank. The Committee shall:

(a) Maintain adequate records relative to all functions of the Bank.

(b) Operate the Bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent shall establish and the BTU-ESP will comply with procedures for identifying and recording contributions to and withdrawals from the Bank. The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the Bank as long as said procedures are consistent with and do not change any of the criteria contained in Section P of this Article.

(c) Approve/Disapprove all requests for withdrawal from the Sick Leave Bank.

(d) Not grant more sick leave days than are available in the Bank.

4. **Withdrawal Rights and Procedures:** In the event of catastrophic illness or injury of a participating member necessitating the employee's absence from work over an extended period of time, a participating member may receive paid leave under the following conditions:

(a) A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to the accident, illness or injury.

(b) The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifty (50) days.

(c) An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion.

(d) Withdrawals shall be in full day units and must be for a minimum of five (5) consecutive days.

(e) All applications for withdrawal shall be in writing and shall be verified by the Committee. All applications shall be

accompanied with a certificate of illness from a licensed physician or from the county health officer. The Committee may submit a request to the Superintendent concerning the implementation of the Bank.

(f) The salary of a member participating in the Bank will be reduced by any benefits drawn from Workers' Compensation or disability income.

(g) When days are awarded from the Bank, they will be withdrawn at the receiving party's daily rate of pay.

(h) The Bank shall not be used for cosmetic surgery.

(i) The Bank shall be used only for personal illness or injury of the participating member.

(j) The Sick Leave Bank may be used for complications during pregnancy/delivery, but shall not be used for maternity leave. Applicants may be asked to provide additional information to the Sick Leave Bank committee.

(k) The Sick Leave Bank shall not be used for purposes of elective surgery when such procedures could be safely performed during non-working times.

(l) Those applicants with an undetermined recovery period may be asked to provide the Sick Leave Bank committee with intermittent verification of illness.

(m) The Committee may request a second medical opinion at the applicant's expense.

(n) Applications will only be approved for an illness or injury which occurred during that fiscal year (July 1st - June 30th).

(o) Applications for withdrawal can be obtained from the Human Resources Support Services Department by calling 754-321-0150.

5. **Maintenance of the Bank:**

(a) Once the Bank is established, there shall be no requirement for an employee to replace the sick leave days withdrawn from the Sick Leave Bank, except as equally required of all other participating employees. If the Bank is depleted to a point

where only $4,000 remains, all members of the Bank shall contribute one (1) day each time the Bank is depleted to this level.

(b) A participating employee who chooses to no longer participate in the Sick Leave Bank shall not be allowed to withdraw any sick leave already contributed to the Sick Leave Bank.

6. **Duration:** The Sick Leave Bank shall remain in existence for the duration of this contract and may be renewed in succeeding contracts.

7. **Indemnification:** The BTU-ESP and members of the bargaining unit shall indemnify and hold the Board and all administrators harmless against any and all claims, demands, suits, or other forms of liability and all court costs arising out of the application of the provisions of this section.

8. (a) District produced eligibility forms should be sent to only those not in the Sick Leave Bank when additional members are sought for initial enrollment.

(b) The District shall send to the BTU-ESP a complete list of eligible employees by the end of the first pay period in October.

(c) The District shall notify the BTU-ESP of new enrollees within thirty (30) calendar days of the close of open enrollment.

(d) The District shall send to the BTU-ESP an updated sick leave balance statement on a regular basis.

Q. **Donation of Sick Leave:** An employee may donate earned and accrued sick leave to a qualified district employee in accordance with the following procedures.

A. Qualified district employee is defined as a benefits eligible employee who holds a position, which is eligible for sick leave accrual.

B. Days/time may not be donated until such time as the recipient has depleted his/her own sick leave accrual. However, the recipient is not required to utilize days available from a sick leave bank in which they may participate prior to receiving a donation from a district employee.

C. With the exception of pay for the purpose sick leave, donated days/time shall have no value for the recipient for the purposes of

terminal pay or any other program and/or provision that provides pay for accrued sick leave.

D. Donated days/time may not be utilized for the purpose of personal reasons leave.

E. At the time of an employee's donation to a qualified district employee, the donated sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily base rate of pay at the time of the donation. The resulting value shall be credited to the recipient for use as sick leave.

F. The recipient employee must notify his/her supervisor within five (5) days of his/her absence from work that he/she is eligible to be compensated for such sick leave as a result of a donation from an employee. An employee may notify his/her supervisor that he/she is eligible for a donation of sick leave in advance of the depletion of his/her sick leave and that a donation will be utilized upon depletion of his/her sick leave.

G. The donor employee must notify his/her supervisor within five days of a recipient employee's illness that he/she will authorize the donation of sick leave time to recipient employee. The donor employee shall sign the Sick Leave Donation Authorization form and submit the completed form to his/her supervisor within the above time frame. A donor employee may notify his/her supervisor that he/she will authorize a donation of sick leave in advance of the recipient's depletion of his/her sick leave and that a donation will be authorized upon depletion of the recipient's sick leave.

H. Day(s) will be deducted from the donor employee's sick leave accrual, in accordance with existing School Board practice, and credited to the recipient employee's sick leave accrual in accordance with the conversion specified in paragraph 5 above. Said time shall be paid to the recipient at his/her current rate of pay.

I. All sick leave compensated by the use of donated days may require a certificate of illness from a licensed physician or from the county health officer.

J. The donation of days to a qualified district employee shall not disqualify the donor employee from eligibility for attendance award(s) contained in Collective Bargaining Agreements and/or Board Policy.

R. **Bereavement Leave (Sick Leave):** Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

1. If the funeral is to be held within 250 miles of the employee's home, the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.

2. If the funeral is to be held more than 250 miles from the employee's home, the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.

3. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant and any other relative residing in the employee's household. Proof of relationship to the deceased may be required.

4. The District may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.

5. Bereavement leave shall not affect the employee's perfect attendance for the purpose of sick leave buy back.

S. **Sick Leave Buy Back:** To encourage and reward employees who maintain good job attendance, the parties agree to the following incentive award:

Employees who utilize two (2) sick leave days or less each assigned school calendar year and year-round employees who utilize three (3) sick leave days or less during each assigned school calendar year - upon request – shall receive payment for up to eight (8) days of sick leave, provided the employee worked the full assigned calendar year.* The following procedures apply to the payment of sick leave under this section.

1. An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.

2. The payment of this incentive shall be paid to eligible employees no later than October 31st of the school year following the school year in which the employee qualified for the incentive pay.

3. For purposes of this section, sick leave shall be defined pursuant to all sections of Florida Statutes, Section 1012.61.

4. Days for which such award payment is received shall be deducted from the accumulated leave balance.

5. Payment shall be equal to the number of eligible days times the affected employees' daily rate of base pay times eighty percent (80%).

T. **Earned Annual Leave:** All unit employees working on a calendar that is 241, 242, 243, or greater shall be eligible for annual leave. Employees shall accrue annual leave according to the following provisions:

1. All requests shall receive prior approval and signed by the Administrator or immediate Supervisor. Requests shall not be unreasonably denied.

2. Eligible employees shall accrue leave according to the following schedule on an annual basis:

   a. Five (5) complete years of service or less – one (1) day per month.

   b. More than five (5) complete years of service, but less than ten (10) complete years of service – one and one quarter (1.25) days per month.

   c. Ten (10) complete years of service or more – one and one-half (1.5) days per month.

   d. Fifteen (15) complete years of service or more – two (2) days per month.

3. Total accrued vacation may not exceed fifty (50) days from one (1) fiscal year to the next.

4. An employee who is hired prior to the fifteenth (15th) of the month shall be given credit for earned annual leave for that month. Any employee hired prior to January 1 shall receive a year of service toward earned annual leave for that year. Annual leave time may be used as earned with prior approval. At the end of each fiscal year, unused annual leave shall be carried forward to the following year.

5. Permanent, part-time employees shall earn a pro-rata share of earned annual leave for a full-time employee.

U. **Family and Medical Leave:** The District will provide family and medical leave for qualified employees pursuant to the provisions of the Family and Medical Leave Act (FMLA) of 1993. The parties agree that the provisions outlined below are the eligibility standards for the FMLA.

1. A leave of absence under this agreement for a full-time employee shall be granted for a total of twelve (12) work weeks during any school year (July - June) for one of the following reasons:

   a. Birth of a son or daughter of the employee and in order to care for such son or daughter.

   b. Placement of a son or daughter with the employee for adoption or foster care.

   c. Care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent, has a serious health condition.

   d. A serious health condition that makes the employee unable to perform the functions of the position of such employee.

2. For purposes of this agreement, an "eligible employee" means an employee who has been employed:

   a. for at least twelve months by the Board; and

   b. for at least 784 hours of service with the Board during the previous twelve-month (July-June) period.

3. Employees who are part-time unit members (not less than four [4] hours per day) shall be eligible for a pro-rata amount of twelve (12) weeks of leave. For example, an employee who is sixty (60) percent of full-time is eligible for 7.2 weeks of leave or 36 days.

4. If both a husband and wife are employed by the Board, the aggregate number of workweeks of leave to which both may be entitled is twelve (12) workweeks.

5. Employees who are on leave granted under this agreement who are eligible and receive Board provided group health insurance when actively working for the Board shall maintain this coverage for the

duration of such leave. Employees who pay for dependent insurance and other types of Board offered insurance coverage must make arrangements before going on leave or in emergency situations, as soon as possible thereafter, to make direct premium payments to the Board while on leave to continue this coverage.

6. Family leave as outlined in number one above, subsections a & b above, shall not be taken intermittently. The affected employee must take a minimum of four (4) weeks of leave.

7. Medical leave as outlined in number one above, subsection c & d may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the employer's operations. Also, the Superintendent may place the employee in an alternative position which better accommodates intermittent leave.

8. The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent, and the completed form must be returned within five (5) working days. This deadline may be extended in unusual circumstances as determined by the Superintendent.

ARTICLE 13
Vacancies, Reappointments, Assignments, Reassignments, Summer School Vacancies, Promotions, and Transfers

A. **Vacancies:** The Superintendent shall post in all school offices and faculty rooms, notice of all vacancies, which shall include a description of the job, the date the vacancy will occur, the length of the calendar work year, the qualifications required and the school in which the vacancy exists. A vacancy shall be deemed to have occurred when a permanent employee is sought to fill a permanent position. Such posting shall be made and shall remain posted for at least seven (7) working days before the vacancy is to be permanently filled.

B. **Reappointments:** Employees shall be notified of their reappointment status at least thirty (30) calendar days prior to the end of the school year. Reappointment notification shall include:

1. Job classification
2. Work calendar
3. Work hours
4. Location
5. School year

C. **Assignments:** Assignments within the building shall be made by the principal or his/her administrative designee. Employees may discuss their preference for assignment with the principal. The principal or his/her administrative designee shall have the responsibility of directing and supervising the work of all employees. Absent any unforeseen circumstances, administration will strive to apprise employees of their assignment at least two (2) weeks prior to the start of the upcoming calendar school year. The duties and responsibilities of employees (including probationary employees) shall be those enumerated in approved job descriptions and/or School Board Policy, or in accordance with Federal guidelines, where applicable, unless amended by this Agreement. A complete list of all applicable job descriptions will be furnished to the BTU-ESP and thereafter all new job descriptions upon final submission to the Board and upon the final approval by the Board within thirty (30) days.

The District shall seek volunteers for the inclusion program. If no education support professional volunteers, the administration shall assign the education support professional having the least amount of seniority to this program for the duration of the school year.

D. **Reassignments**:

1. Reassignment is defined as a change in work location within the school. Employees who desire to be reassigned shall file a written statement with his/her school principal. Voluntary requests for reassignment shall receive first consideration to the extent that vacancies exist within the building/location. Involuntary reassignments shall be made at the discretion of the principal provided the authority is exercised in a professional and fair manner, not arbitrary nor capricious.

2. Employees requesting reassignment shall be notified in writing of the administration's action on such request as soon as action is taken.

3. An employee who receives an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for a transfer.

4. An employee shall not be solely reassigned or reclassified during the term of this Agreement on the basis of the amount of salary of the employee.

E. **Summer School/Super Session Vacancies:** Education support professional summer school and year-round school "super session" positions shall be filled according to the following procedure:

1. Bargaining unit members working at schools or centers which are designated by the District as summer schools or year-round schools, shall have the first opportunity to fill the summer school or super session vacancies at their center. Applicants will complete the "Summer Term/Super Session Employment Preference Form" (Appendix F) and return it to the school principal no later than seven (7) days prior to the last student day of the school year/track. If there are more applicants than positions, employment shall be based on the highest seniority in the bargaining unit of each applicant at the center, excluding employees working in the bilingual program who are fluent in a second language or employees working the exceptional educational programs who have participated in inservice or equivalent training in the area, or closely related area of exceptionality (i.e., speech, language, autism, behavior, Child Development Association (CDA), medical and/or augmentative communication training). Employees may elect to work six (6) weeks or three (3) weeks as indicated on the Summer Term/Super Session Employment Preference Form. (Super Session 2-week duration)

2. If there are additional vacancies after subsection 1., above, is complete, those vacancies shall be filled by education support professionals who have indicated through their school principal then submitted to the Talent Acquisition & Operations (Non-Instructional) Department that they desire summer school or super session employment. Those education support professionals having the highest seniority shall be hired first.

F. **Promotions:** The advancement of an employee to a higher job classification (i.e., Certified Classroom Assistant to a Certified Teacher Assistant or higher position).

1. If more education support professionals apply than there are positions, attendance and reliability and seniority in the District, shall be the criteria considered by the principal in awarding the promotion.

2. An employee who receives an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for a promotion.

3. If an administrator, at his/her sole discretion, wants to promote a permanent education support professional unit employee of his/her staff to a position in the bargaining unit at the same work location, providing the employee is qualified for the position, there will be no need to advertise that position District-wide. However, the position will be posted within the school.

4. When the employee receives a promotion under the provisions of this Article, she/he will serve a maximum evaluation period not to exceed twenty (20) workdays and shall be paid at the rate of pay of the position formerly held by the promoted employee. At the completion of the evaluation period, should the employee's performance be deemed unacceptable, the employee shall return to his/her former position and pay rate at the work site. If the employee's performance is satisfactory in the position to which promoted during the evaluation period, and he/she remains in that position, the pay will be at the rate of the promotional position, retroactive to the initial date of the promotion. The supervisor may recommend a waiver of the evaluation period or a reduction in the evaluation period. Such written recommendation shall be sent to the Director of Talent Acquisition & Operations (Non-Instructional) who has the authority to approve or disapprove the recommendation.

G. **Transfers:**

1. **Hardship Transfers:** An eligible employee may submit a Request for Transfer Form and supporting documentation for a hardship transfer to the Talent Acquisition & Operations (Non-Instructional) Department. Any employee who has received an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for a transfer. For this section, a "hardship" shall be a situation when an education support professional has completed a year of service with the District and:

   a. Travels twenty (20) miles or more one-way, by the most direct route within Broward County limits to the assigned work location; or

   b. Has a serious medical and/or personal problem which can be substantiated by a District selected physician or acceptable written explanations as determined by the Superintendent. Employees meeting the criterion in this section may apply for a medical/personal problem transfer at any time and may be transferred after the start of the school year for students.

   c. Employees may request only one hardship transfer within a fiscal year. The Request for Transfer Form, as set forth in Appendix G, may be submitted at any time during the fiscal year.

   d. Hardship transfer applications shall expire at the conclusion of the fiscal year in which it was submitted.

   e. An employee who meets the hardship definition will be placed in a vacant position.

2. **Involuntary Transfers:** An involuntary transfer may be made when, in the judgment of the Superintendent/Designee, such a transfer is necessary for the good of the District. When possible, the employee shall be given advance notice regarding such transfer. Involuntary transfers are not a demotion and no transfer under this provision shall result in a reduction in salary or other benefits provided in this Agreement. Every reasonable effort shall be made to place the employee in their area (i.e. North, Central, South, etc.). When selecting an employee for an involuntary transfer, consideration will be given to the impact of the loss of additional positions (i.e. Stewards) held by the employee at the time of the transfer.

ARTICLE 14
Reduction in Force

In the event the Board determines that a number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and nondiscriminatory standards which (1) shall not be arbitrary or capricious, (2) shall not deprive employees of other rights conferred by this Agreement or laws of Florida and the United States, and (3) shall be capable of uniform application. The District reserves the right to conduct a reduction in force (layoff) at any time in accordance with the provisions of this Article and Article II. If a reduction in employees is determined to be necessary, the following procedure shall be controlling:

A. **Notification:**

1. If a reduction of employees becomes necessary, written notification of the reduction shall be given to the BTU-ESP no later than ten (10) calendar days before the action is to become effective. The notification shall include the following information:

   a. The reasons for the layoff.

   b. The number of positions affected.

   c. The names of employees to be laid off by site.

2. If reduction of employees becomes necessary, written notification of the reduction shall be given to the affected employee no later than ten (10) calendar days before the action is to become effective.

3. Upon receipt of notification of layoff, employee(s) may send to the Talent Acquisition & Operations (Non-Instructional) Department an updated statement of qualifications. In addition, employees are responsible for verification that their address and email address are correct in the District's Employee Self-Service (ESS) system.

B. **Order of Reduction:**

1. When layoffs occur, a qualified employee at the work location having the longest unit seniority within each bargaining unit classification (Classroom Assistant, Certified Classroom Assistant, Teacher Assistant, Certified Teacher Assistant) and those individual categories listed on the Program Assistant Pay Schedule) affected, shall be laid off last. "Qualified" shall apply to those employed working in the bilingual program who are fluent in a second

language or employees working in exceptional educational programs who have participated in inservice or equivalent training in the area (i.e. speech, language, autism, behavior, Child Development Association (CDA), medical and/or augmentative communication training.

2. Whenever possible, stewards shall be given super seniority exemption from layoff. By March 1st, the BTU-ESP will provide the Superintendent with a list of official stewards. Should the stewards vacate their position for any reason, the BTU-ESP shall notify the Superintendent and provide a replacement name.

C. **Recall Procedure:** Permanent employees who have been laid off shall have the right of recall within their classification in the order of bargaining unit seniority when unit vacancies occur, provided the employee is qualified to perform the work. An employee who declines an offered vacancy that requires toileting responsibilities associated with a specific individual shall not have that offer count towards removal from the layoff list.

1. As vacancies occur, the District shall email and send via Certified U.S. mail to employees on the layoff recall list a notice of vacancies for which the employee is qualified.

2. The notice listing the vacancies shall include the total days in the annual employment calendar. Said vacancies will be mailed to the employee's address on record. It is the responsibility of the employee to update the District's Employee Self-Service (ESS) system with an accurate address and email address. If the employee cannot be located at the address given and/or the letter is returned to the District by the U.S. Postal Service, the employee shall be removed from the recall list, and the individual will be no longer employed by the District.

3. If the employee fails to respond within three (3) business days of receipt of the recall notification, the employee shall be deemed to have refused the vacancies offered.

4. The right of recall shall not exceed eighteen (18) months for Program Assistants and one (1) year from the date of layoff for all other classifications. The employee shall rank vacancies in order of preference. However, an employee who fails to accept at least one (1) of three (3) vacancies offered for which they are qualified shall be removed from the layoff list and no longer employed by the District. An employee, who is offered the position and subsequently declines

the position, shall be removed from the layoff list and no longer employed by the District.

5. An education support professional who has been placed on a recall list shall have the option to return to the immediate past place of employment under the following conditions:

   a. The vacancy at the previous work location must occur prior to the Full Time Equivalent (FTE) count in February.
   b. The vacancy(ies) shall be filled by the most senior of the previous laid off employee(s) when said employee(s) is equally qualified as other applicants.
   c. The previous employee must respond to the vacancy notice within three (3) business days of receipt of the notification.

D. **General Provision:**

1. Any employee retained or recalled must be qualified to perform the job. Qualified shall apply to those employed working in the bilingual program who are fluent in a second language or employees working the exceptional educational programs who have participated in inservice or equivalent training in the area, or closely related area of exceptionality or prior experience in exceptional education programs.

2. No new appointments may be made while there are qualified laid-off employees available to fill the vacancies, except that vacancies may be filled immediately on a temporary or emergency basis until procedures in this Article can be implemented. An employee on the layoff list may accept temporary employment without forfeiting his/her place on this list.

3. An employee who accepts a permanent part-time or permanent full-time position shall be removed from the layoff list.

4. A Teacher Assistant or an employee from the Program Assistant job classifications who had previously held a position as a Classroom Assistant/Teacher Assistant who is laid off shall inform the Talent Acquisition & Operations (Non-Instructional) Department as to whether he/she is interested in being recalled to a Classroom Assistant position. Said notification shall be made not later than the last day of the school year, at which time the employee shall be placed on the Classroom Assistant recall list in order of unit seniority. Should an employee be laid off prior to the end of the school year said employee shall immediately notify the Talent Acquisition & Operations (Non-Instructional) Department of his/her

election to be recalled to a Classroom Assistant position. The employee shall be eligible for recall in only one job classification. A teacher assistant shall be removed from the Classroom Assistant recall list pursuant to recall procedure C(4).

5. Employees on layoff pursuant to this Article shall be given the opportunity to continue insurance coverages in existing programs during the layoff provided that the premiums for such insurance program shall be paid by the employee on a monthly basis in advance of the month due.

6. Any employee who would have qualified for retirement during the reduction shall be allowed to complete that year so as to acquire needed service.

7. At the principal's sole discretion, a probationary employee may be placed on the layoff list at that location when a Reduction in Force occurs. The failure of a probationary employee to be placed on the layoff list during a reduction in force shall not be grievable. If said employee obtains a placement through the provisions contained herein, the employee's probation shall continue as prescribed in Article 1, Section B (6).

ARTICLE 15
INSURANCE

A. **Coverage:** Benefits start the first of the month following up to ninety (90) days as a permanent, benefits eligible employee.

B. **Life Insurance:** The District shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), and subject to a minimum of twenty thousand dollars ($20,000) and a maximum of fifty thousand dollars ($50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five times (5) the employee's annual salary or one million dollars ($1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy provided by the Board.

Each employee shall have the option, at the employee's expense, through a direct pay method, to convert the Group Term Life Insurance to an individual life insurance policy upon retirement or termination of employment, in accordance and subject to the provisions of the group life insurance policy.

C. **Dental and Health ~~and Dental~~ Insurance:** The District shall pay the following premiums for individual employee's health and dental insurance:

1. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

    a. The District offers three (3) health insurance plans: Premier Plus Plan, Premier Plan, and Premier Choice Plan. The District will pay 100% of the cost of the health insurance premium equivalent for employee-only coverage ~~under any of the plans until December 31, 2019~~ for the Premier Choice Plan. Employees will have the option to select the Premier Plus Plan or the Premier Plan, to include employee contributions through payroll deductions. Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage. In addition to the District agreeing to pay 100% of the cost of the health insurance premium for employee-only coverage for the

Premier Choice Plan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider. There will be no additional cost to the employee for this supplemental coverage.

For future plans years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

b. All new employees ~~may~~ must elect to enroll in ~~a~~ the District-offered ~~plan of their choice subject to conditions for enrollment in such plan~~ Premier Choice Plan for the first three (3) years of employment, if they do not voluntarily decline such insurance. Thereafter, the employee may elect to remain in the Premier Choice plan or elect a different medical plan during the upcoming Open Enrollment period, effective for January 1st of the following year.

2. Benefit levels, plan design, cost containment for the plan premium contributions and benefit improvements will be reviewed annually by the Superintendent's Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about

benefit levels, plan design, cost containment for the plan and benefit improvements. Either party may demand negotiations through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements, or premium contributions.

3. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 2024 Open Enrollment Period, ~~A~~ an employee declining medical insurance for the first time, shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period ~~each year. Employees shall be responsible to maintain proof of continuing medical insurance~~. Employees choosing not to participate in the School Board of Broward County's ~~medical~~ health insurance program shall ~~be reimbursed at a rate of~~ receive up to ~~seven hundred fifty dollars and no cents ($750)~~ one thousand dollars and no cents ($1000) per year (opt-out dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, then employee will not ~~be reimbursed~~ receive any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

4. During the ~~clearance~~ Benefits Onboarding process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

D. **Disability Insurance:** The Board shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. Each employee shall have the option, at the employee's expense through payroll deduction to purchase Enhanced Disability Insurance.

E. **Liability Insurance:** The District shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand dollars ($500,000) for each employee in case of a lawsuit arising from or in the performance of the employee's duties.

F. **Annuity Programs:** The District shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.

G. **Rate Increase:** Written notice of the final rate increase in health and dental insurance for dependent coverage shall be provided to each

employee within thirty (30) days of the date the increase is made known to the District.

H. **Employee Reimbursement:** If employees are attacked or assaulted or victim of theft or vandalism in the course of employment, the District will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing, or personal property up to $250 per employee per school year upon verification to the principal, unless the employee is otherwise reimbursed.

If an employee's vehicle is damaged while on the property of a District school, the employee will be reimbursed for the damage not to exceed $500 when it is determined that the damage was caused on School Board property. Employees will be reimbursed for damage not to exceed $500 when it is determined that the damage was caused off school board property while conducting school board business. Such determination may be made by either a School Resource Officer, a School Security Specialist, or a SIU investigator (as determined by the Superintendent), witness testimony or apprehension of the person(s) responsible for the damage. A maximum of $3,000 will be allocated to implement this Section for the school year.

I. **Group Insurance Plan:** Employees covered by the District's insurance plan(s) upon retiring from the District may elect to remain in the Group Insurance Program at the rates applicable to the entire group. The cost of such insurance shall be borne by the retiree, ~~except that the District shall provide without charge for collection and remittance of premiums for such insurance.~~ Applications must be submitted within thirty (30) days of retirement.

J. **Cafeteria Plan:** Employees who are full-time bargaining unit members including those on Board approved paid leave, but excluding those on sick leave or disability leave shall have access to the "Cafeteria Plan" established by the Board. Part-time unit members and members on unpaid Board approved leave are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:

1. The District will provide twenty-five dollars ($25) per month not to exceed $300 per employee per school year. Employees hired after the commencement of the school year shall receive twenty-five dollars ($25) per month for each full month of employment.

2. The specific benefit components of the cafeteria plan shall be contained in a booklet, which shall be distributed electronically to

all eligible unit members or maintained on the Benefits Department website.

K. **Vision Insurance:** ~~The District shall provide a vision care program in accordance with the terms and benefits provided in the summary plan description.~~ The District shall provide without cost to the employee a basic vision insurance program, in accordance with the terms and benefits provided in the summary plan description. Employees may also elect to enroll in an enhanced vision insurance plan, at the employee's expense, through payroll deductions.

L. **Jurisdiction:** The Board and the BTU-ESP Unit agree that the Insurance Article shall be subject to annual negotiations through the Superintendent's Insurance & Wellness Advisory Committee (SIWAC).

M. ~~**Fourth Tier:** The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the District ends. Once all of the affected employees have left the employment of the District, the fourth tier shall be eliminated.~~

N. **Student Teaching:** The District shall pay the single coverage health insurance premium in the same manner prior to the commencement of the student teaching responsibilities for those education support professionals who are required to student teach in an effort to fulfill course requirements to become a teacher. The employee must be enrolled in a state certified program. No more than twenty-five (25) employees shall be granted this benefit annually.

Employees taking advantage of this program will be required to sign a letter of commitment to teach in Broward County for two (2) years.

Selection shall be based upon GPA; in the event of a tie, seniority shall prevail.

The parties will form a committee to develop all procedures, guidelines and other aspects governing the awarding of this benefit to paraprofessionals fulfilling the student teaching requirements in order to become teachers. Committee recommendations shall be subject to review and final approval by the Superintendent.

ARTICLE 16
Professional Development

A. The parties agree to create a Professional Development Study Committee. The Superintendent shall appoint three (3) representatives and the BTU-ESP shall appoint three (3).

B. The committee shall assess and identify the Professional Development needs of Educational Support Professionals. Also, the committee will recommend procedures for implementing Professional Development programs.

C. The committee shall elect a chairperson and meet at agreed-upon times and places. Other District personnel or consultants may appear before the committee. The Superintendent may arrange release time for committee meetings.

D. The committee shall submit its recommendations to the Superintendent not later than May 1 of each school year.

E. Upon prior approval by the principal/administrator, educational support professional(s) may be assigned to attend a designated District school Professional Development activity. In the event the educational support professional(s) is assigned by the principal to attend a District school Professional Development activity on a non-workday, the educational support professional(s) shall be paid his/her hourly rate for the hours attended at the workshop.

F. **Early Release Time:** On early release and professional study days, Education Support Professionals shall be permitted to attend professional development training subject to their school/department's operational needs. Requests to attend professional development training shall not be unreasonably denied. Employees attending training on these days are required to complete a Temporary Duty Authorization (TDA).

G. **Inclusion:** When an IEP committee seeks a recommendation for inclusion, and training for employees is part of the IEP, a training component will be developed for all employees who have direct responsibility for students. Efforts will be made to provide the training within ten (10) days of the placement of the student.

H. **Course Credit/Technical Course Incentive Program:** The Board and the BTU-ESP will maintain a College Credit/Technical Course Incentive Program. A joint management-labor committee shall administer the program. The Superintendent and the President of the BTU-ESP shall each

appoint three (3) persons to serve on this committee. A fund of at least fourteen thousand dollars ($14,000) per year shall be established to provide stipends under this program. The number of stipends approved for this program each year may not exceed the balance of funds available at the end of the fiscal year. Any remaining balance shall be carried over to the next fiscal year, and an annual report will be provided to the BTU-ESP upon request indicating the balance at the end of any fiscal year. A stipend of $500 shall be provided to those Education Support Professionals earning college credit(s) or successfully completing the Teacher Assistant Course offered at the Broward Schools Technical Centers. A stipend of up to $100, not to exceed the cost of the course taken, shall be provided to Education Support Professionals who successfully complete at least one education related vocational course. Education Support Professionals who are approved to participate in the program must satisfy the criteria listed below:

Eligibility criteria for the incentive program shall be as follows:

1. Education Support Professionals who have completed three (3) years of service in a BTU-ESP bargaining unit position shall be eligible to apply for the incentive.

2. To apply for the program, an Education Support Professional shall complete an application form developed by the committee. The form shall include but shall not be limited to the following information: College/Technical course title, college/school name, course number, course title, and semester hours. Such application must be received no later than May 30th of each fiscal year. For candidates who complete coursework subsequent to May 30th, the application must be received by the deadline date, and official transcripts to be received no later than June 15th of each fiscal year.

3. The committee shall be responsible for the ranking of all applications and for approving or disapproving an employee's participation in the program. The committee shall rank all eligible applicants to receive the stipend by the date that the application was received, and all eligible employees shall be paid the stipend until the fund balance for that fiscal year has been exhausted.

4. An Education Support Professional who is approved to participate in the program shall be required to earn nine (9) semester hours or have earned the Teacher Assistant Certificate or have completed a qualifying technical course starting July 1 of the current fiscal school year and to be completed by June 30 of the same fiscal school year. The semester hours or technical course work shall be

related to the field of education and shall be courses which benefit the interests of the school system as determined by the committee.

5. An employee must successfully complete the Technical course or receive a grade of C or higher in their approved undergraduate or technical courses and a B in approved graduate courses to be eligible for the stipend.

6. All applications and courses shall be approved by the committee before an employee is eligible to receive the incentive.

7. The stipend shall be paid in a lump sum after the conclusion of the school year in which it was earned and upon verification of the employee's grades.

I. **Para to Teacher Non-Instructional Degree Program:** The Board shall implement a Broward Teacher Corp Program in which the District provides funding support for programs to assist Education Support Professionals in becoming highly qualified educators. Selected Education Support Professionals shall be offered opportunities to participate in the Para to Teacher Non-Instructional Degree Program. The United States Federal Department of Education Teacher Incentive Fun Grant, Cohort 5 (TIF 5) has provided Broward County Public Schools the opportunity through the Leading Excellence in Achievement and Performance Ahead Project to earn a bachelor's degree in education for Education Support Professionals with a minimum of sixty (60) college credit hours.

1. Education Support Professionals must be full-time employees in Broward County.

2. Instructional Education Support Professionals shall be selected based upon the following:

   a. Education Support Professionals must meet the higher education institution entry requirements including submission of required application documents before established deadlines.

   b. Education Support Professionals must be currently employed in an one of the 32 TIF 5 schools.

   c. Education Support Professionals must have a minimum sixty (60) credit hours.

3. After successful completion of the program, provided the individual meets the District's employment standards, the employee may be

assigned as a teacher in a TIF 5 school for a period of five (5) years. The employee must remain employed in a TIF 5 school unless involuntarily reassigned to a position in a non-TIF 5 school.

4. These terms and conditions shall remain in effect should the Education Support Professional become a teacher.

ARTICLE 17
Wages

A. For the 2024-2025 school year, all eligible employees who are in an active status on the date of Board approval shall receive a 3.0% increase to base salary effective July 1, 2024, in accordance with Appendices C and D, and E, and other applicable provisions of this Agreement.

1. Probationary employees shall be compensated in accordance with Appendices C, D, and E, attached.

2. An employee who receives an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for any negotiated salary increase for the subsequent school year and shall remain frozen at the rate of pay for the previous year.

B. One (1) day more than half, the contract calendar shall constitute a year of experience on the salary schedule. The salary schedule, as well as the issue of step advancement, shall be part of the negotiations for each school year covered by this Agreement. Step advancement is negotiable, not automatic.

C. No experience credit in excess of that authorized by the salary schedule shall be given, although such credit previously granted by the Board will be retracted.

D. The salary of any employee employed in excess of the 186-day work year shall be computed at a daily rate of 1/186th of the employees' basic salary in accordance with the assigned hour times the number of days employed.

E. Temporary employees shall be paid in accordance with School Board policy.

F. Employees who utilize their private vehicles to travel on District business shall be compensated at the rates established in accordance with the Board Policy and Rules and Regulations.

G. **Errors in Paycheck:**

1. In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Employees shall contact the Location Payroll Contact person for an explanation of the error. If the Location Payroll Contact person cannot provide an explanation, the employee may contact the Payroll Department.

2. **Overpayment of $100 or Less:** In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Such overpayment shall be recovered from one or two checks.

3. **Underpayment:** In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated.

4. **Overpayment Greater than $100.00 (except for former employees):**

   a. The District may collect overpayments not to exceed two (2) years in duration from the date that the overpayment is discovered. For example, if an employee was overpaid for the last five (5) years, the Board can only recover the most recent two (2) years of the overpayment.

   b. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of $100.00 has occurred. The form will contain two (2) payback options for the employee to select and return to the Payroll Department within five (5) workdays.

   c. If necessary, the affected employee may request a meeting with the Payroll Department within five (5) workdays of receipt of the Notice of Salary Adjustment Form. The Payroll Department shall set up a meeting with the affected employee for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.

   d. Overpayments should be recouped in the calendar year in which it was discovered.

   e. The number of payments in the pay back schedule shall not be less than the following:

$1-$100.00	1 Payment or two (2) at the employee's option
$100.01 - $500.00	4 Payments
$500.01 - $1,000.00	8 Payments
$1,000.01 - $1,800.00	12 Payments

For amounts above $1,800.00 no payment shall exceed $500.00 per paycheck.

If the affected employee is on an unpaid leave of absence, the payback will involve direct payment from the employee to the Board.

f. **Hardship**

If the financial burden in doing so would create a hardship for the employee, the employee may complete an Overpayment Hardship Request for consideration. The employee must be able to provide evidence of one of the criteria's listed below to qualify for a hardship reduction.

- Death of spouse or dependent
- Legal Separation of Divorce
- Disability of self, spouse or dependent
- Change in employment status from full to part time or lay-off
- Change in employment status of a spouse, including layoff or termination
- Threat of home foreclosure, eviction or bankruptcy
- Financial Emergency due to District Declared Emergency (hurricane, flood, tornado, etc.)

Repayment Reduction Schedule:

$100.01 - $500.00	8 payments
$500.01 - $1,000.00	16 payments
$1,000.01 - $1,800.00	24 payments
For amount above $1,800.00	$250.00 per check

If approved, the repayment plan may extend into the next fiscal/calendar year except for employees who are leaving the school system or are on a yearlong unpaid leave of absence.

H. A substitute or temporary employee who is employed to replace a permanent employee who is expected to be absent from duty for an indeterminate number of days, but at least twenty (20) days will, upon the recommendation of the Superintendent and the approval of the School Board, be paid the daily rate at Step 0 of the position filled. The substitute temporary employee must meet the job qualifications of the position he/she is filling in order to be paid the rate specified above. The effective date of such pay shall be no earlier than the first workday following Board approval.

I. When a Classroom (Certified) Assistant is promoted to a teacher assistant position, the step placement within the new grade shall be at the lowest annual salary that corresponds to, but is not less than, a two-step advancement on the previous pay grade.

J. When a Teacher Assistant accepts a lower position, he/she shall be placed on the step they would have been on had they remained in a Classroom (Certified) Assistant position. When an employee from the Special Salary job classifications accepts a Classroom (Certified) Assistant and/or Teacher (Certified) Assistant position, he/she shall be placed on the step that gives the employee credit for bargaining unit seniority.

K. All teacher tutors, with 60 hours, social educators and community social workers shall be placed on the teacher assistant's salary range. The social educator category shall include community health workers.

L. Teacher tutors with less than 60 hours credit shall be placed on the same salary range as a teacher aide.

M. The salary schedules of all Education Support Professionals will be in accordance with Appendix C, D, or E, retroactive to the beginning of the employee's work calendar. The rate of pay for summer employment shall be paid in accordance with this salary schedule.

N. **Salary Payments**: For payroll purposes, the work week shall be defined as Monday through Sunday. In any school year, the dollar amounts on the first and last paychecks of the year may vary.

1. Employees shall be paid for the number of paid days in a pay period. The dollar amount of their first and last paycheck can vary from the paycheck received during the remainder of the bargaining unit member's contract year.

2. Pay dates will be set for every other Friday.

3. A Paid Day shall be defined as all days from the start date through the end date of a bargaining unit member's contract year, excluding weekends (unless they are part of the bargaining unit member's work schedule).

4. Bargaining unit members shall earn their salary at the Equalized Daily rate. A bargaining unit member's Equalized Daily Rate of Pay shall be calculated based upon dividing the annual salary by the

number of paid days in the bargaining unit member's work calendar. Upon termination, bargaining unit members shall be paid through their last day worked at the Equalized Daily rate.

5. Employees may select the Year-Round Pay Option if they want to receive payments during the summer months. Employees shall be eligible to change options once annually prior to the beginning of the employee's work calendar. Employees will not be allowed to change options after the start of their work calendar.

6. It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) days from the date of Board approval.

O. **Direct Deposit:** Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. Direct deposits shall be deposited in no more than five direct deposit accounts. Employees are required to have their salaries paid via direct deposit to the financial institution of their choice.

P. **Supplements:** Supplements may be paid to employees, in accordance with this provision, where the employee is the person principally assigned to the duty and the duty is performed, at least in part, beyond normal working hours. **An ESP's work schedule cannot be adjusted or altered for the sole purpose of circumventing a supplement being paid.**

The supplemental positions listed for bargaining unit employees shall be posted prior to the ending of each school year. If the position is offered to a bargaining unit member, preference will be given to the most senior bargaining unit member at the work location.

1. **Substitute Calling Supplement:** Upon the written recommendation of the principal, one employee at each school shall receive a supplement for calling substitute employees. Only one employee per school shall receive this supplement. The annual amount of the supplement shall be based on the number of teachers at the school for which the paraprofessional employee calls substitutes as follows:

Number of Employees	Supplement
1-35	$580
36-74	$870
75 or more	$1170

2. **Textbook Chairperson Supplement:** Upon the written recommendation of the principal, one employee at each school shall receive a supplement for serving as the textbook chairperson. The annual amount of the supplement shall be based on the student population of the October Full Time Equivalency (FTE) count as follows:

FTE Number	Supplement
1-700	$530
701-1,400	$870
1,401 or more	$1170

3. **Breakfast Supplement:** A breakfast program supplement of $750 annually shall be established at the elementary level for the school year. A minimum of one (1) breakfast supplement shall be provided at each elementary school in the District.

   a. The supplemental positions shall be advertised at each elementary school. The advertisement shall be posted for three (3) workdays at each location.

   b. Payment for the supplement shall be prorated biweekly over the employee's contract year.

   c. Education Support Professionals shall have the first opportunity to receive the breakfast program supplement at the elementary level. If no Education Support Professionals apply for the supplemental position, the District may assign the supplement to non-bargaining unit employees.

   d. The supplemental position(s) shall be offered to Education Support Professionals in the following order:

      i. First preference shall be given to Education Support Professionals who work less than a 7.5 hour day.

      ii. Second preference shall be given to Education Support Professionals who work a 7.5 hour day.

   e. If more Education Support Professionals apply than there are positions, seniority in the District, attendance and reliability shall be the criteria considered by the principal in awarding the supplement{s).

   f. Any Education Support Professional who has worked beyond his/her regular workday performing the above duty and is

subsequently replaced as a result of the above procedure, shall be given compensatory time off for all hours worked beyond the regular workday.

g. When the number of breakfast participants exceeds 120 (one hundred and twenty) students at one sitting, the principal will consider allocating additional Education Support Professionals to the breakfast program. The decision to allocate an additional education support professional shall be at the sole discretion of the principal/administrator.

Q. Incentives may be paid to employees in accordance with this provision where the employee is the person principally assigned to the duty and the duty may be performed during normal working hours.

1. **Special Education Centers Incentive:** Effective the 2016-2017 school year, Education Support Professionals employed at the following Exceptional Education Centers: Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

   Effective the 2016-2017 school year, Education Support Professionals employed at the following alternative high school/centers: Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Center, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

2. **Medical Procedures Incentive:** Education Support Professionals shall receive an incentive in the amount of $1,500 annually for being assigned to perform the following medical procedures: Clean Intermittent Catheterization, Gastrostomy, Tube Feeding, Surface Suctioning, Tracheotomies, Administration of Emergency Injectable Medication and/or Blood Glucose Monitoring. Education Support Professionals shall receive an incentive in the amount of $200 annually for being assigned as a back up to the employee primarily assigned to perform medical procedures.

3. **Monitoring Special Needs Student on Bus Incentive:** Education Support Professionals assigned to monitor a special needs student while riding a bus shall receive $10.00 per ride per day (an employee will receive $10.00 for the morning trip to school and another $10.00 for the evening trip from school to student's home). The annual

amount of this incentive shall be $3,600. Education Support Professionals shall also receive reimbursement for mileage in accordance with School Board policy.

4. **Behaviorally Complex Students Incentive:** Education Support Professionals assigned to monitor behaviorally complex students in Emotional Behavioral Disability (E/BD) Cluster classrooms, shall receive a supplement in the amount of $1,500 annually.

5. Eligible Education Support Professionals shall receive only one (1) of the following incentives:

   - Special Education Centers Incentive
   - Medical Procedures Incentive
   - Behaviorally Complex Students Incentive

6. Eligible Education Support Professionals who receive a supplement incentive for monitoring a special needs student while riding a bus may also receive one (1) of the following additional supplements:

   - Special Education Centers Incentive
   - Medical Procedures Incentive
   - Behaviorally Complex Students Incentive

7. Education Support Professionals paid as Job Coaches or other positions at a higher salary range than a Teacher Assistant or Classroom Assistant shall not be eligible for the Medical Procedures Incentive or the Behaviorally Complex Students Incentive.

8. Education Support Professional employees performing the same supplemental duties as teachers shall receive the same compensation for the respective supplemental position contained in the supplemental pay schedule of the Broward Teachers Union bargaining agreement. Employees performing supplemental duties that are less responsible in nature than the full duties of the supplemental position shall receive a non-specific supplement.

9. **Advanced Degree Incentive:** Employees who possess an advanced degree (bachelor level or higher) which is not contained as a requirement in their job description shall be eligible to receive an annual supplement of:

Bachelor's Degree	=	$425.00
Master's Degree or higher	=	$625.00

R. **Referendum Funds:** For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees in the BTU-ESP bargaining unit whose effective start date is on or before July 1st of each of the years noted above, will receive a Referendum Supplement equal to 10.0% of base salary effective July 1st of each of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years.

Newly hired employees after the commencement of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplements.

The parties agree to meet annually to discuss the availability of funds to provide an additional one percent (1%) supplement increase for the following school year (2024-2025, 2025-2026, and 2026-2027).

Referendum Supplements are pensionable and shall be paid in equal installments per pay period of the employee. Employees who separate employment before the end of the fiscal year shall receive a pro-rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the employee.

In the event that SBBC collects additional Referendum Funds for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, the parties will agree on the distribution of said additional funds to eligible employees in the BTU-ESP bargaining unit annually.

ARTICLE 18
Miscellaneous

A. **Altering the Agreement:** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the volunteer mutual consent of the parties in written and signed amendment to this Agreement.

B. **Savings Clause:** Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of State or Federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.

C. **Board Policy:** This Agreement shall supersede any policies, rules and regulations, which shall be contrary to or inconsistent with the terms of this Agreement.

D. If an individual contract between the Board and an employee contains any language inconsistent with this Agreement this Agreement, during its duration, shall be controlling.

E. **Printing of the Agreement:** Copies of the Agreement titled: "Agreement between the Broward Teachers Union-Education Support Professionals and The School Board of Broward County, Florida" shall, after approval by the Superintendent and a BTU-ESP representative, be posted on both the School Board and BTU-ESP websites after the Agreement is signed, and shall be presented through District with a link to both websites to all unit employees, employed or hereafter employed by the Board.

F. **Summer School:** The provisions of this Agreement shall be fully effective during and for any summer program falling within the term of this Agreement, unless otherwise indicated.

G. **Complete Agreement:** The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing Agreement between

the parties hereto, and supersedes all prior Agreements, oral and written, expressed or implied, between the District and the BTU-ESP, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

ARTICLE 19
HEALTH AND SAFETY

A. **Unsafe/Hazardous Conditions:**

1. **Potentially Unsafe/Unhealthy Conditions**: There shall be compliance with all applicable local, state and federal laws relating to health and safety of personnel. Whenever an unsafe or unhealthy condition exists, the employee aware of the condition, shall report to the principal who shall attempt to correct the problem. If the principal cannot correct the problem within ten (10) workdays of the date he/she is made aware of said problem, he/she shall notify the affected Area Superintendent for the purpose of taking appropriate action to further investigate and resolve the matter. This deadline may be extended by mutual agreement between the affected principal and building steward.

2. **Immediately Hazardous, Dangerous, or Infectious Conditions:** Employees are expected to use appropriate judgment in evaluating immediately hazardous or dangerous conditions, and notifying the appropriate administrator when they believe an area should not be occupied by students or employees. Administrators shall immediately respond to the employee's concerns regarding hazardous, dangerous, or infectious conditions. In order to ensure the safety of employees and students, the District shall follow the Center for Disease Control protocols when responding to infectious diseases. When receiving a complaint regarding potentially hazardous, dangerous, or infectious situations, the administrator shall notify the area office. For the purpose of taking appropriate action to resolve the aforementioned types of situations, the administrator/designee shall contact the appropriate District department (i.e., Risk Management, Safety or Physical Plant Operations, etc.) or local emergency response providers (local police and fire departments). The administrator shall inform the notifying employee of the recommendation received and the action taken.

B. **Safety Equipment:** The Board shall provide safety glasses, lab coats and/or shop aprons for all employees assigned to subject areas where the employee is subjected to more-than-to-be-expected grease, dirt, chemicals, art materials and similar agents.

Affected employees may provide input, through their immediate supervisor, who in return will forward their input to their principal, on the type and quality of clothing mentioned above. The principal shall make the final decision on the purchase of clothing or equipment.

C. **School Facilities:** The Board agrees to maintain classrooms, other learning areas, and school facilities in a clean and working condition conducive to effective teaching and learning.

D. **Bomb Threats:** In the event of a bomb threat, the worksite shall be evacuated until persons with appropriate expertise deem it to be safe. Employees shall not return to schools or other employment centers which have been evacuated due to bomb threats until clearance for such returns has been given by proper authorities. Employees shall not search for bombs.

E. **Air Quality and Health/Safety Committee:** The Broward Teachers Union-Education Support Professionals shall appoint one (1) person to serve on the District's Air Quality Committee. This representative may bring recommendations and notifications of issues involving Indoor Air Quality to the attention of the Facilities Task Force Committee for appropriate redress.

F. **Tools for Schools Program:** The District shall implement the Tools for Schools Program and comply with all components of the program in at least twenty (20) additional schools each year starting with the 2005-2006 school year. Both parties agree to educate employees, BTU-ESP stewards, and school administrators on the methodologies and need to fully participate in completing surveys in order for the program to succeed.

G. **Labor/Management Meeting:** Any other concerns, not specifically covered herein regarding health and/or safety factors shall be addressed through Labor Management meetings.

H. **Examining Students:** The District shall comply with all provisions of School Board Policy 5012 and the Communicable Disease section of the Health Education Services manual in regard to the examination of students.

I. **Medical Procedures and Medication Administration:** The District shall comply with all provisions of Florida Statutes, Section 1006.062, School Board Policy 6305, and the Medication Administration section of the Health Education Services manual in regard to medical procedures and the administration of medication.

ARTICLE 20
TERM OF AGREEMENT

A. This Agreement shall remain in effect through ~~June 30, 2026~~ June 30, 2027, at which time it will expire. This agreement shall be renewed automatically from year to year thereafter, unless either party has given written notice of its desire to negotiate revisions in the terms and conditions of the contract.

~~For the 2024-2025, and 2025-2026 school years, each party may select three (3) articles to be re-opened for negotiation purposes, in addition to Article 15 (Insurance) and Article 17 (Wages).~~

B. Either the School Board or the BTU-ESP may require commencement of negotiations, by written notice to the President of the Broward Teachers Union-Education Support Professionals or the Superintendent of Schools, respectively, prior to June 1 of each year.

Dated this 6th 9th day of ~~May~~ June, ~~2025~~ 2026.

The School Board of Broward County, Florida

Chair, ~~Debra Hixon~~ Sarah Leonardi

Dr. Howard Hepburn
Superintendent of Schools

~~David Azzarito~~, Chief Negotiator Dr. Ernie Lozano

Broward Teachers Union-
Educational Support Professionals

Anna Fusco, President

Roosevelt McClary, III, Chief Negotiator

SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
BARGAINING TEAM

Chief Negotiators

Dr. Ernie Lozano, Chief Human Resources Officer
~~David Azzarito, Chief People Officer~~

School Board Team Members

~~Dr. Ernie Lozano, Executive Director, Professional Standards & Labor Relations~~
David Azzarito, Executive Director, Professional Practices ~~Standards~~ & Labor Relations
Susan T. Rockelman, Executive Director, Talent Management
~~Susan Cooper, Specialist, Professional Standards & Labor Relations~~
Michael Walker, Specialist, Professional Practices & Labor Relations
Jeanette Capullo, Clerk Specialist B, Professional Practices & Labor Relations
Mauricio Hernandez, Specialist, Professional Practices ~~Standards~~ & Labor Relations
Debbie-Ann Scott, Manager, ~~Director~~, Compensation
~~Patricia Sapp, Clerk Specialist B, Employee Professional Standards & Labor Relations~~

BTU-EDUCATION SUPPORT PROFESSIONALS
BARGAINING TEAM

Chief Negotiators

Anna Fusco, President, Broward Teachers Union
Roosevelt McClary III, Broward Teachers Union

BTU-ESP Team Members

Daina Sanders, Chief of Staff, Broward Teachers Union
Vivian Walker, Teacher Assistant, Plantation Elementary
Valencia Williams, Teacher Assistant, Parkway Middle
Sherlet Moore, Behavior Technician, ESE Curriculum
Paul Bennett, Teacher Assistant, Fairway Elementary

BTU-ESP OFFICIAL GRIEVANCE FORM

Name: _____

Work Location: _____

Home Address: _____ Home Phone: _____

STEP I

A. Date Cause of Grievance Occurred: _____

B. Article(s) and Section(s) alleged to have been violated:

_____

_____

C. State Grievance: _____

_____

_____

D. State Relief Sought: _____

_____

_____

_____ _____ _____ _____

Signature of Grievant Date BTU-ESP Representative Date

E. Disposition of Immediate Supervisor: _____

_____

_____

_____

Immediate Supervisor Date

Step II

F. Date Submitted to Superintendent: _____

_____ _____

Signature of Grievant Signature of BTU-ESP Representative

Copies To: (1) Immediate Supervisor, (2) BTU-ESP, (3) Grievant, (4) Employee & Labor Relations

WAIVER OF BTU-ESP's EXCLUSIVE RIGHT TO PROCESS BTU-ESP EMPLOYEE GRIEVANCE

On behalf of the BTU-ESP, I, , expressly waive BTU-ESP's exclusive rights to process the grievance of _____, dated _____ in accordance with the provisions of Article 4 of the Collective Bargaining Agreement between BTU-ESP and the Broward County School Board, Florida.

Dated _____ day of _____, 20 _____.

By: _____

(Name and title of BTU-ESP Official)

APPENDIX B

EDUCATION SUPPORT PROFESSIONAL EVALUATION

Name (Last)	(First)	(Initial)	**Period Covered** From (Mo. Day Yr.) To (Mo. Day Yr.)
Classification: Education Support Professional	**Status:** Permanent	**If Prob. Date Ends:**	**Personnel Number:**
School		**Department**	

Reason for Review:
☐END OF PROBATION ☐FIRST SEMESTER ☐SECOND SEMESTER ☐OTHER

Check Items: E=Excels S=Satisfactory NI=Needs Improvement U=Unsatisfactory NA=Not Applicable

		E	S	NI	U	NA
A.	**General: Record Keeping – Machine Operation**					
1.	Knowledge and ability to operate office machines; excluding typing skills					
2.	Knowledge and ability to utilize common clerical procedure, excluding shorthand skills.					
3.	Ability to update standardize pupil information records					
4.	Implement appropriate suggestions for improvement					
B.	**Student/Teacher Assistance**					
1.	Ability to work with individual students					
2.	Ability to work with small groups of students					
3.	Ability to assist students with teacher-planned activities					
4.	Knowledge and ability to work in media centers					
5.	Knowledge and ability to prepare instructional materials and teaching aids					
6.	Knowledge and ability to use instructional materials and teaching aids					
7.	Ability to maintain control and discipline when assigned to primary responsibility					
8.	Ability to care for students when teacher is not present (for example during an emergency temporary assignment and/or during student movement to other areas).					

		E	S	NI	U	NA
C.	**Planning and Follow-up Skills**					
1.	Ability to construct specific items for tests and worksheets from teacher-provided guidelines.					
2.	Ability to conduct follow-up lessons when provided guidelines by teacher.					
3.	Ability to plan and implement specific learning activities					
D.	**Community Involvement**					
1.	Ability to explain assigned county programs to individual parents					
2.	Ability to work with individual parents					
3.	Ability to plan and implement required meetings and parent inservice workshops					
E.	**Work Habits and Personal Relations**					
1.	Amount of work performed					
2.	Accuracy					
3.	Initiative and resourcefulness					
4.	Neatness of work product					
5.	Attendance					
6.	Observance of work hours					
7.	Completion of work on schedule					
8.	Compliance with rules. policies and directives					
9.	Relations with fellow employees					
10.	Relations with supervisors					
11.	Relations with public					

RATER'S OVERALL EVALUATION

☐ Unsatisfactory:	Performance is inadequate and must be corrected.
☐ Needs Improvement:	Performance does not fully meet job requirements as indicated below.
☐ Satisfactory:	Employee is performing as required and expected in an entirely satisfactory manner.
☐ Excels:	Performance surpasses job requirements.

COMMENTS

LIST SUGGESTIONS FOR IMPROVEMENTS ON ALL ITEMS MARKED "UNSATISFACTORY":

EVALUATOR'S SIGNATURE | TITLE | DATE

EVALUATOR'S PRINTED NAME

I acknowledge that I have received a copy of this evaluation. I have had an opportunity to discuss it with my supervisor. In signing this evaluation, I do not necessarily agree with the conclusions. I understand that I may write my comments below or on another sheet of paper.

EMPLOYEE SIGNATURE | DATE

W19985

CLASSROOM ASSISTANT
SALARY SCHEDULE
~~2024-2025~~ 2025-2026

		Range	
		MINIMUM	**MAXIMUM**
PAY GRADE 11	**H**	$15.83625	$22.51353
Classroom Assistants	***A**	$23,279.29	$33,094.90

The *Annual (*A) salaries listed are based on a seven and a half (7.5) hour workday and a ten (10) month calendar (196 days). Employees on a different workday/calendar shall determine annual pay using the hourly rate and the actual hours and calendar for the position.

Classroom Assistants increases will be based on the following guidelines:

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval, shall receive a 3.00% increase to base pay effective July 1, 2024.~~

THIS SALARY SCHEDULE IS SUBJECT TO THE PROVISIONS OF ARTICLE 17-M.

INCENTIVES

A. SPECIAL EDUCATION CENTERS

Education support professionals employed at the following Exceptional Education Centers:
Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

Education support professionals employed at the following alternative high school/centers:
Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Ctr, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

B. Supplements shall be pro-rated for employees who are hired after October 1st of the school year.

TEACHER ASSISTANT
SALARY SCHEDULE
~~2024-2025~~ 2025-2026

		Range	
		MINIMUM	**MAXIMUM**
PAY GRADE 13	**H**	$16.89200	$24.06540
Teacher Assistants	***A**	$24,831.24	$35,376.14

The *Annual (*A) salaries listed are based on a seven and a half (7.5) hour workday and a ten (10) month calendar (196 days). Employees on a different workday/calendar shall determine annual pay using the hourly rate and the actual hours and calendar for the position.

~~Teacher Assistants increases will be based on the following guidelines:~~
~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval shall receive a 3.00% increase to base pay effective July 1, 2024.~~

A. SPECIAL EDUCATION CENTERS

Education support professionals employed at the following Exceptional Education Centers:
Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

Education support professionals employed at the following alternative high school/centers:
Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Ctr, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

B. Supplements shall be pro-rated for employees who are hired after October 1st of the school year.

APPENDIX E

PROGRAM ASSISTANT
SALARY SCHEDULE ~~2024-2025~~ 2025-2026

Level 1 - Associate Degree	Range	
	MINIMUM	MAXIMUM
Behavioral Technician	$21.13380	$31.92336
Broward Advisor's for Continuing Education (BRACE)		
Community Liaison		
Home Service Educator, Even Start		
Job Coach		
Job Coach, Educational Assistant		
Parent Educator		
Vocational and Career Advisor		

***Annual salary is determined based on employee's hourly rate, calendar and work hours.**

Level 2 - Bachelor's Degree	Range	
	MIN	MAX
Broward Advisor's for Continuing Education (BRACE)	$26.42115	$39.91007
Vocational and Career Advisor		

***Annual salary is determined based on employee's hourly rate, calendar and work hours.**

~~For the 2024-2025 school year, bargaining unit employees who are in an active status as of the date of Board approval shall receive a 3.00% increase to base pay effective July 1, 2024.~~

INCENTIVES - Special Education Centers

Education support professionals employed at the following Exceptional Education Centers:
Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

Education support professionals employed at the following alternative high school/centers:
Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Ctr, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars ($445) annually.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

SUBMIT APPLICATION & RESUME TO THE PRINCIPAL AT THE SELECTED ESY LOCATION(S)

_____
(Date)

TO: Principal, _____
(Name of Location)

FROM: _____, Education Support Professionals
(Employee Name)

SUBJECT: **EDUCATION SUPPORT PROFESSIONALS (ESP)**
EXTENDED SCHOOL YEAR (ESY) APPLICATION

At the present time, The School Board of Broward County has approved the 2018 summer session for the Extended School Year (ESY).

I have indicated my intentions for ESY employment by completing the information requested below.

I am interested in working **Extended School Year (ESY)**:

☐ Monday, June 25, 2018 – Thursday, July 26, 2018 (Planning day: Thursday, June 21)

Name:_____ Personnel #:_____ Bargaining

Unit Date:_____ Current Position:_____ Current

Work Location:_____ Work

Phone #:_____ Telephone #:_____

Check all areas of experience, training or qualifications:

☐ **PCM**	☐ **Autism**	☐ **CPR Certified**
☐ **Pre K/ESE**	☐ **SVE**	☐ **IND**
☐ **Unique**	☐ **EBD**	☐ **Other:** _____

EMC/kda

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

REQUEST FOR HARDSHIP TRANSFER (BTU-ESP) – ARTICLE 13 (G-1)

Hardship Transfer is defined as an employee traveling 20 miles or more one way to work or having a serious medical and/or personal problem (must be documented).

EMPLOYEE NAME: REQUEST DATE:

EMPLOYEE ADDRESS: PERSONNEL NO:

CURRENT SCHOOL/DEPARTMENT:

PRESENT JOB CLASSIFICATION:

REASON FOR HARDSHIP TRANSFER REQUEST (*Must be documented*):

An employee may request only one hardship transfer within a fiscal year. Hardship transfer applications shall expire at the conclusion of the fiscal year in which it was submitted. An employee who meets the "Hardship" definition will be placed in a vacant position.

Employee's Signature Date

DISTRIBUTION:
Original: Talent Acquisition & Operations (NI)
Employee & Labor Relations
Copy to Administrator (**Optional)**
Copy Retained Employee

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE BROWARD TEACHERS UNION-EDUCATION SUPPORT PROFESSIONALS

The School Board of Broward County, Florida and the Broward Teachers Union-Education Support Professionals agree to the following:

1. On one early release day during the school year, newly hired ESP employees shall be assigned to attend a joint orientation program collaboratively developed by the District and BTU-ESP.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-2140 • Fax: 754-321-2141

Employee & Labor Relations
Susan L. Cooper, Director
754-321-2140
Susan.cooper@browardschools.com
www.browardschools.com

The School Board of Broward County, Florida

Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair

Lori Alhadeff
Robin Bartleman
Heather P. Brinkworth
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this ____ day of _____ 2020, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Professionals (BTU-EP) and Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties".

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties understanding of the agreement reached regarding a one-time workforce bonus payment for the Adult-only Teachers and Education Support Professionals for the 2019-2020 School Year, to be paid through Workforce Education Funds.

Scope:

WHEREAS the parties have come to this agreement regarding a one-time only workforce bonus payment funded through Workforce Education Funds, the following distribution of funds shall be made, less applicable payroll deductions:

Currently active adult-only teachers will receive a one-time payment of $1000 if they earned a 2018-19 overall Highly Effective evaluation; currently active adult-only teachers will receive a one-time payment of $700 if they earned a 2018-19 overall Effective evaluation; and currently active Education Support Professionals will receive a one-time payment of $500 if they earned a 2018-19 overall rating of Satisfactory or higher.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each

counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the one-time only workforce bonus payment for adult-only teachers and ESPs who meet the aforementioned requirements for the 2019-2020 School Year. Said bonus to be funded through Workforce Education Funds. As such, this agreement does not establish a precedent beyond the time period set forth herein.

_____

School Board of Broward County Date
Susan L. Cooper
Director, Employee and Labor Relations

_____

Broward Teachers Union Date
Anna Fusco
President

_____

Education Support Professionals
Roosevelt McClary III
Vice President

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
600 Southeast Third Avenue • Fort Lauderdale, Florida 33301 • Office: 754-321-2140 • Fax: 754-321-2141

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Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this ____ day of _____ 2020, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Professionals (BTU-EP) and Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties".

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties understanding of the agreement reached regarding the State of Florida's Best and Brightest Recognition Award Payment for the 2019-2020 School Year.

Duration:

This memorandum shall commence effective from the date of execution.

Scope:

WHEREAS the parties have come to this agreement regarding the State of Florida's Best and Brightest Recognition Award Payments, the following distribution of funds shall be made, less applicable payroll deductions:

For all currently active K-12 teachers with a 2018-2019 overall evaluation of Highly Effective who did not receive the Retention Award, the parties agree to award a one-time payment of $1,200.

For all currently active K-12 teachers with a 2018-2019 overall evaluation of Effective who did not receive the Retention Award, the parties agree to award a one-time payment of $1,000.

For all currently active ESPs with a 2018-2019 overall evaluation of Satisfactory or higher, the parties agree to award a one-time payment of $570.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the distribution of the Best and Brightest Recognition Award for the 2019-2020 School Year. As such, this agreement does not establish a precedent beyond the time period set forth herein.

_____

School Board of Broward County Date
Susan L. Cooper
Director, Employee and Labor Relations

_____

Broward Teachers Union Date
Anna Fusco
President

_____

Education Support Professionals Date
Roosevelt McClary III
Vice President

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
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The School Board of Broward County, Florida

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Laurie Rich Levinson
Ann Murray
Nora Rupert

Robert W. Runcie
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING
BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
AND THE BROWARD TEACHERS UNION

This Memorandum of Understanding is made on this ____ day of _____ 2020, by and between the School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) representing Education Professionals (BTU-EP) and Education Support Professionals (BTU-ESP), hereinafter collectively referred to as "the parties".

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties' agreement regarding a one-time only bonus to Pre-Kindergarten Teachers and Pre-Kindergarten Education Support Professionals for the 2019-2020 School Year.

Duration:

This memorandum shall commence effective from the date of Board approval and expire June 30, 2020.

Scope:

WHEREAS, SBBC has collected additional Referendum funds for instructional personnel, and SBBC has agreed to the BTU proposal to utilize a portion of these resources to fund a one-time only bonus to Pre-Kindergarten Instructional Personnel and Pre-Kindergarten Education Support Professionals for the 2019-2020 School Year. The following distribution of funds shall be made, less applicable taxes and payroll deductions:

Each currently active Pre-K instructional personnel with a 2018-2019 overall evaluation of Highly Effective who did not receive either a Best and Brightest Retention or Recognition Award shall be paid a one-time payment of $1,200.

Each currently active Pre-K instructional personnel with a 2018-2019 overall evaluation of Effective who did not receive either a Best and Brightest Retention or Recognition Award shall be paid a one-time payment of $1,000.

Each currently active Pre-K ESP with a 2018-2019 overall evaluation of Satisfactory or higher who did not receive either a Best and Brightest Retention or Recognition Award shall be paid a one-time payment of $570.

Terms and Conditions:

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement. This Agreement may not be amended except by a written agreement signed by the parties.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the partial distribution of the collected additional referendum funds to Pre-K Teachers and Pre-K Paraprofessionals for the 2019-2020 School Year. As such, this agreement does not establish a precedent beyond the time period set forth herein. This MOU will sunset on June 30, 2020.

Executed on this day, _____ of April 2020.

_____
School Board of Broward County
Susan L. Cooper
Director, Employee and Labor Relations

_____
Broward Teachers Union
Anna Fusco
President

_____
Education Support Professionals
Roosevelt McClary III
Vice President

_____
Education Support Professionals
Bernie Kemp
Co-Chief Negotiator

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MOU	Adult Teachers and ESPs Bonus
MOU	Best & Brightest K-12 Recognition Award
MOU	Pre-K Teachers and ESPs Bonus