

# TENTATIVE AGREEMENT

Between The

**PALM BEACH COUNTY  
SCHOOL DISTRICT**

and the

**PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION**



AFFILIATED WITH FE A NE A AFT AFL-CIO

**July 1, 2009 – June 30, 2012**

Robert Dow, President

James Hayes, Jr., Chief Negotiator

Helene Samango, Executive Director

Van V. Ludy, Co-Chief Negotiator

Barbara Taub-Albert, Negotiations Chairperson

# **The School Board of Palm Beach County**

Monroe Benaim, M.D., Chair

District 1

**Paulette Burdick**

District 2

**William Graham**

District 3

**Carrie Hill**

District 4

**Frank Barbieri**

District 5

Sandra Richmond, Ed.D., Vice-Chair

District 6

**Debra Robinson, M.D.**

District 7



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



## ***District Bargaining Team***

Dr. Constance Tuman-Rugg, Assistant Superintendent, Division of Curriculum

Darron Davis, Chief of Human Resources

Mike Burke, Chief Financial Officer, Financial Management

Mark Mitchell, Director, Compensation & H/R Planning

Melinda Wong, Director, H/R Customer Relations

Susan Atherly, Principal, Spanish River High School

Karen Whetsell, Principal, Don Estridge High Tech Middle School

James "Jim" Pegg, Principal, DD Eisenhower Elementary School

Lavoise Taylor-Smith, Principal, KEC/Canal Point Elementary School

James Hayes, Jr., Chief Negotiator

Van V. Ludy, Co-Chief Negotiator



AFFILIATED WITH FEA NEA AFT AFL-CIO

## CTA Bargaining Team

Robert Dow, President

Helene Samango, Executive Director & Chief Negotiator

Terrell Shoultes, Teacher

Patricia Hatch, Teacher

Barbara Taub-Albert, Negotiations Chair, Speech-Language Pathologist

Robert Mandeville, Teacher

Aiasha Johnson, Teacher

Ellen Baker, Teacher



**PREAMBLE**

This comprehensive Agreement has been negotiated by and between the School District of Palm Beach County, Florida and the Palm Beach County Classroom Teachers Association (CTA). This Agreement was ratified by CTA on \_\_\_\_\_, 2010, and was approved by the School Board on \_\_\_\_\_, 2010.

Unless otherwise provided herein, this Agreement shall be effective when ratified/approved by both parties and shall continue in full force and effect through June 30, 2012. The parties agree that this Agreement incorporates by reference all written understandings between the parties entered into prior to the effective date of this Agreement unless expired or unless the parties agree in writing otherwise. During this Agreement, either party may reopen the contract as follows: In April of the first year (2010) of this Agreement either party may reopen Article VIII, Section A – Salary and Appendix A - Performance Based Salary Schedule plus two (2) additional Appendices and select four additional items (Sections) each to negotiate. In April of the second year (2011) of this Agreement, either party may reopen the contract as follows: In April of the second year (2011) of this Agreement either party may reopen Article VIII, Section A – Salary and Appendix A - Performance Based Salary Schedule plus two (2) additional Appendices and select four additional items (Sections) each to negotiate.

The parties agree that nothing herein prohibits the opening of negotiations in 2012 for a successor Agreement prior to the expiration of this Agreement; and that nothing herein prohibits the Association from negotiating with the District during 2010 for a January 1, 2011 implementation date on the additional cost of health benefit premiums for calendar 2010 and other mutually agreed upon benefit changes in coalition bargaining with other employee organizations recognized by the School Board as provided in Article VIII, Section H of this Agreement. Should future coalition agreements call for the reopening of Article VIII, Section H, the parties agree to comply with those reopener provisions.

IN WITNESS WHEREOF, the aforementioned parties have executed the Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2010.

**PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION**

**THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA**

\_\_\_\_\_  
Robert Dow, President

\_\_\_\_\_  
Monroe Benaim, M.D., School Board Chairperson

\_\_\_\_\_  
Kathryn "Kathi" Gundlach, Vice President

\_\_\_\_\_  
Arthur C. Johnson, Ph.D., Superintendent

\_\_\_\_\_  
Barbara Taub-Albert, Negotiations Chairperson

\_\_\_\_\_  
James Hayes, Jr., Chief Negotiator

\_\_\_\_\_  
Helene Samango, Executive Director

\_\_\_\_\_  
Van V. Ludy, Co-Chief Negotiator





## ARTICLE XI - TERM OF AGREEMENT

Unless otherwise provided herein, this Agreement ~~as amended~~ shall be effective when ratified by both parties and will remain in full force and effect through June 30, ~~2009~~ 2012.



## **ARTICLE 1 – GENERAL**

### **SECTION B - RECOGNITION**

Add "Family Counselor" as a member of the bargaining unit.



## ARTICLE II – RIGHTS AND RESPONSIBILITIES

### SECTION C – EMPLOYEE FACILITIES

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





## ARTICLE

### SECTION E – PAYROLL DEDUCTIONS

5. In the event the District has mistakenly overpaid an employee, such overpayment shall be brought to the attention of the employee. In no case shall the **amount to be paid back in any one** payback be less than \$25.00 per pay **unless the total overpayment was less than \$25.00**. Normally the payback time shall be equal to the time the overpayment error occurred, unless a large amount is involved in which case the parties shall mutually agree to a reasonable payback plan. If no mutual agreement can be reached, the District may institute a reasonable payback plan. As used in this paragraph, the word "reasonable" may be grieved through the grievance procedure of this Agreement starting at STEP TWO.

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## ARTICLE II – RIGHTS AND RESPONSIBILITIES

### ~~SECTION W – Kids Under the Weather~~

- ~~1. The School Board shall provide when available the services of a "Kids Under The Weather" program in keeping with the provisions below.~~
- ~~2. This service is only in effect during workdays of employees covered by this Agreement. Weekends, holidays, winter recess, absences, or summer vacation periods are not covered unless the employee is in a work status during these periods.~~
- ~~3. The School Board shall only provide this service for a period from one and one-half (1½) hours before to one and one-half (1½) hours after the employee's duty day. Under no circumstances shall any child be picked up later than 6:00 p.m. unless the employee has made special arrangements with the hospital and said employee will make all additional payments to the hospital for any post 6:00 p.m. services.~~
- ~~4. This program is voluntary and employees shall not be required to use this service. Employees may utilize this service only on days on which they report to duty.~~
- ~~5. An individual employee's failure to comply with provisions 3 and 4 twice during a semester (½ year) will result in loss of service for that employee the following semester (½ year).~~
- ~~6. This service shall be offered as soon as sufficient hospitals in desired local areas agree to be a provider of said service.~~
- ~~7. The Association will work cooperatively with management to assure the smooth implementation of this program and will help determine when sufficient numbers of hospitals in desired local areas have agreed to provide this service so such services can begin to be provided in keeping with provision 6 above.~~

### SECTION ~~X~~ W – CURRICULUM AND OTHER PROGRAM CHANGES

1. The parties agree philosophically that new curricula or other new District programs should be considered in light of the District's ability to adequately fund, staff and train prior to their implementation in the District.
2. The Association shall have representatives on District Curriculum committees that plan and design District-wide initiatives including instructional strategies.

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



## ARTICLE III –WORKING CONDITIONS

### SECTION L – PAYCHECKS

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

#### Pay Plan A

The employee will be paid in twenty-six (26) equal installments to be electronically deposited every other Friday in the employee's choice of a financial institution beginning on a Friday selected by the District.

#### Pay Plan B

The employee will be paid in twenty-two (22) equal installments to be electronically deposited every other Friday in the employee's choice of a financial institution beginning on a Friday selected by the District.

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

2. If a Friday pay-date falls on a date the District is closed, that paycheck will be electronically deposited no later than on the Friday the District is closed unless such Friday is a banking holiday. In such cases, the paycheck will be electronically deposited no later than on the last preceding banking day. Both the Association and the District strongly encourage all employees to take advantage of and to sign-up for the electronic deposit of their paychecks. The District's Payroll Office will work with employees who do not have an account at a financial institution to establish an account(s) with the Credit Union. Current employees electing not to sign-up for the electronic deposit of their paychecks will be paid by an alternative method determined by the District.
3. Employees will remain on such plan (either Pay Plan A or Pay Plan B) until the District receives a written notice of a change in plans. Any written notice of a change in plans received on or before July 10 will be honored at the beginning of the next school year. Employees who have signed-up for the electronic deposit shall remain on this method of payment. A schedule of summer pay dates for



summer work shall be posted on the District's website if these summer pay dates differ from the regular every two-week payment schedule for that year.

4. In order to further streamline and improve the District's payroll practices, the parties agree that the District ~~may~~ has implemented a paperless payroll system for all current and new employees upon giving written notice to the Association. Under such a paperless system employees will not receive a paper pay stub, but will be able to access payroll stub and other payroll information and records by going on-line to the District's website ~~location~~ and after entering their user name and personal password, be able to view and retrieve their individual payroll information as well as ~~being able to view~~ and make some payroll changes to the employee's Federal W-4 Form and to make address corrections/updates. ~~All new employees hired after the implementation of this provision will be covered by these provisions and will be under the paperless payroll system. Employees already in the employment of the District at the time the paperless payroll system is implemented will have the option to continue to receive a paper pay stub or to elect the paperless system. Those electing the paperless system at the time this provision implemented or thereafter, will remain on the paperless payroll system."~~
5. The Association is invited to appoint three (3) representatives to provide input on topics that will be addressed by the District's *ad hoc* Payroll Advisory Committee. One topic of the *ad hoc* Payroll Advisory Committee will be to make a recommendation to the Chief Operating Officer of the first Friday paycheck date of each school year for employees who are less than 12-month employees. To that end, such Association representatives(s) will be provided a TDE at District expense to attend meetings of this Advisory Committee when such meetings are scheduled during regular duty hours.
6. SPECIAL PROVISIONS AND EXCEPTIONS

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



## ARTICLE III – WORKING CONDITIONS

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

Paragraphs 1 through 6, and 8 - No Change

7. a. If the administration wishes to modify scheduling, the building Principal will propose such scheduling modifications to his/her respective Employee Building Council (EBC) which will conduct a secret ballot vote of all employees covered by this Agreement who are assigned to that ~~building~~ **school**. Such employees may vote to adopt the proposed scheduling modifications or to reject the proposed modifications. If adopted, the duration of such adopted scheduling modifications shall be no longer than the end of the first full school year after the modifications were adopted.
- b. If the administration wishes to extend the adopted scheduling modifications beyond this time period, another vote must be taken as set forth above. If adopted during this second vote, the extension of the adopted scheduling modifications shall be no longer than the end of the ~~fourth~~ **following** full school year after the modifications were initially adopted. If the vote to extend the adopted schedule modifications for a second full school year is rejected, the schedule will revert to a 7-period schedule at a High, Vocational, Alternative or Special School or the schedule will automatically revert to a six period schedule at a Middle School at the beginning of the following school year, unless a different modified schedule is proposed by the Principal and adopted as set forth above. If the Principal does not wish to extend the adopted scheduling modifications beyond the initial full school year or beyond the following full school year, the modified schedule will revert to a 7-period schedule at a High, Vocational, Alternative or Special School, or the schedule will revert to a 6-period schedule at a Middle School at the beginning of the following school year.
- c. If the administration wishes to extend the adopted scheduling modifications beyond ~~four~~ **two** school years, a third and final vote must be taken as set forth above. If adopted during this third and final vote, these adopted scheduling modifications no longer ~~will become the school's schedule and this schedule is not~~ **are** subject to additional votes in order to be maintained.
- d. Nothing herein shall limit the Principal at any time from proposing a change to or a different modified schedule provided such schedule is proposed to the EBC as set forth above in paragraph a. above. Such ~~proposaled~~ change or proposal for a different modified schedule is subject to provisions of paragraphs a, b, and c above.
- e. Notwithstanding the above provisions, the District may take action to establish an eight (8) period instructional schedule or a four by four (4 X 4) block or modified block instructional schedule at a High, Vocational, Alternative or Special School, or to establish a seven (7) period instructional



schedule at a Middle School that is categorized as being an “Intervene”, a “Correct II” a “Turn-Around” or a “Transition” School after giving notice to the Association and the school’s instructional staff that the District has elected to establish this schedule.

- f. When a new secondary school opens, the school’s initial schedule is determined by the school’s Principal. Thereafter, any modification to that schedule must comply with the provisions of a, b, c, d or e above.



## ARTICLE VIII – COMPENSATION AND BENEFITS

### Section A – Salary

1. Pursuant to the provisions of Section A (3) below, the parties have agreed that the value of step increments for the ~~2008-2009~~ 2009-2010 school year is 0%.
2. The parties further agree that any negotiated salary increase will recognize any step increase as a part of the total negotiated salary increase.
3. The parties agree that employees will be eligible for a step increment at the beginning of the school year; however, the step increment will not be implemented until the value of the step has been determined through negotiations. For the ~~2008-2009~~ 2009-2010 school year, the value of the step increment is 0%. Accordingly, the parties agree that the step placement of all employees who were paid on the ~~2007-2008~~ 2008-2009 Teachers' Salary Schedule will continue unchanged for the ~~2008-2009~~ 2009-2010 school year.
4. Upon Association and Board approval of this Agreement, the ~~2007-2008 salary schedule will be increased across the board by 2.0% and the salary schedule in Appendix A will become effective July 1, 2008. The parties agree to reopen negotiations on the FY-10 salary schedule.~~ District will pay a one-time bonus of \$500.00, minus standard deductions, to each full-time and half-time bargaining unit employee who was in an active pay status for at least 99 days during the 2009-2010 regular school year and who remains an employee on the date this Agreement is approved by the School Board. In addition, the provisions of paragraph 1 of Appendix A are applicable to these one-time bonus payments.





## ARTICLE VIII – COMPENSATION AND BENEFITS

### SECTION J – RETIREMENT BENEFITS

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

### SECTION K – Section 125 Spending Accounts

- ~~2. BENCORE Retirement Plan – Effective June 30, 1999, and thereafter, employees who are eligible to receive terminal pay benefits under Article VIII, Section K of this Agreement shall have such pay benefits provided to them through the BENCORE National Government Employees Retirement Plan as adopted by the School Board.~~

~~Employees who are eligible to receive terminal pay benefits and who retire/leave the employment of the District prior to June 30, 1999, shall not be covered under the BENCORE Plan.~~

~~The District agrees to provide information for bargaining unit members.~~

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## ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES

### Section F – Distribution Of This Collective Bargaining Agreement

A Copies **copy** of the **any ratified and approved new** Collective Bargaining Agreement **or of any ratified and approved amendment(s)/modifications to an existing Agreement** shall be reproduced at Board Expense **posted on the District’s website under the Department of Labor Relations as soon as possible, but not later than** within thirty (30) days of the signing of the **ratified and approved Agreement or amendment(s)/modification(s) thereto.** , and one (1) copy provided to each member of the bargaining unit. An additional three hundred (300) copies shall be provided to the Association at Board expense. The Association agrees to pay to the Board the pro-rata cost of any additional copies it may require. **All Principals and Directors will be requested to inform employees covered by this Agreement where the Collective Bargaining Agreement and/or amendment(s)/modification(s) thereto can be located on the District’s website.**

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

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

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## ARTICLE III – WORKING CONDITIONS

### SECTION M – Duty Free Lunch

Effective with the beginning of the 2010-2011 school year, All employees shall have a duty-free lunch period scheduled during a window beginning with the first lunch period and ending with the conclusion of the last lunch period during the school **each regular student attendance day, as defined in Article III, Section B 4 (a) of this Agreement.** Such duty-free lunch period shall be no less than ~~twenty-five (25)~~ **thirty (30)** continuous minutes although a longer period of time is encouraged. **While no duties will be assigned during this lunch period, an interruption of this lunch period for a fire drill or an emergency such as an evacuation or a lock down will not be considered a violation of this provision. This list is not inclusive of all situations that could interrupt said lunch period.**

**In the event a school cannot provide a 30-minute duty-free lunch period for each employee as provided above, the issue will be brought to the attention of the respective Area Superintendent for final resolution.**

The parties agree to establish a Joint Ad Hoc Committee to develop recommendations for implementing a 30-minute duty-free lunch period for all district employees. A report and recommendations will be submitted to the Superintendent of Schools and the CTA President on or before March 1, 2009.