

**TENTATIVE AGREEMENT  
INCLUDING HEALTH  
INSURANCE  
(Article VIII, Section H)**

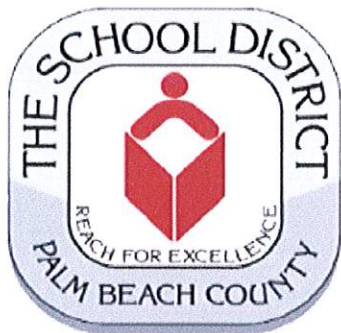
**Between**

**The School District of  
Palm Beach County, FL**

**And**

**The Palm Beach County  
Classroom Teachers Association**

**July 1, 2015 - June 30, 2016**



**Tentative Agreement: March 15, 2016**

**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). The Agreement was ratified by CTA on ~~June 16, 2015~~ \_\_\_\_\_, **2016** and was approved by the School Board on ~~June 17, 2015~~ **March 16, 2016**.

Unless otherwise provided herein, this Agreement, ~~as mutually modified~~, shall **be effective when ratified and approved by both Parties and shall** continue in full force and effect through June 30, ~~2015~~ **2016**. The Parties agree that this Agreement incorporates ~~by reference~~ all written understandings between the Parties entered into prior to the effective date of this ~~modified~~ **new comprehensive** Agreement unless expired or agreed to in writing otherwise.

The Parties agree that nothing herein prohibits the opening of negotiations in ~~April of 2015~~ **2016** for a successor Agreement prior to the expiration of this Agreement; and that nothing herein prohibits the Association ~~for~~ **from participating in reopened coalition negotiating negotiations** with the District ~~during 2015~~ **in 2016 for changes in calendar year 2017 as provided in** ~~under Article VIII, Section H of this Agreement.~~

~~As a result of reopening negotiations on salary for the 2014-2015 school year, the parties amended Article VIII, Section A, and Appendices A and G of this Agreement to be effective March 2, 2015. Those amendments are made a part of this Agreement. The parties have also agreed to open negotiations for a successor Agreement.~~

IN WITNESS WHEREOF, the aforementioned Parties have executed the Agreement on the \_\_\_\_\_ day of ~~June, 2015~~ \_\_\_\_\_, **2016**.

**FOR THE PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION**

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

\_\_\_\_\_  
Dr. Kathryn M. Gundlach, President

\_\_\_\_\_  
Chuck Shaw, School Board Chairman

\_\_\_\_\_  
William Rizzo, Vice-President

\_\_\_\_\_  
Robert M. Avossa, Ed. D. Superintendent

\_\_\_\_\_  
Theo Harris, Executive Director

\_\_\_\_\_  
Michael J. Burke, Chief Operating Officer

\_\_\_\_\_  
Patricia Hatch, Negotiations Chairperson

\_\_\_\_\_  
Van V. Ludy, Director, Labor Relations

**Tentative Agreement: March 15, 2016**

**ARTICLE I – GENERAL**

**Section A - Definitions**

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

1. "AGREEMENT" - A Collective Bargaining Agreement or Contract as provided in F. S. 447.
2. "AMERICAN ARBITRATION ASSOCIATION (AAA)"
3. "AREA/**REGIONAL** SUPERINTENDENT" - The administrative head, or his/her designee, of a geographic region of schools as determined by the Superintendent and/or School Board.
4. "ASSOCIATION" - The Palm Beach County Classroom Teachers Association, the bargaining unit and its duly authorized representative(s) or agent(s).
5. "BOARD" - The School Board of Palm Beach County, Florida, its administrative officers **and/or** agents.
6. "DAY" - Unless otherwise specified in this Agreement, "day" shall mean **an teacher employee teacher work duty day, during the regular school year.**
7. "EMPLOYEE" - All certificated personnel approved by the Public Employees Relations Commission (PERC) to be members of the bargaining unit.
8. "FEDERAL MEDIATION AND CONCILIATION SERVICE (FMCS)"
9. "INTERIM EMPLOYEE"- An employee who is filling in for another employee who is on an approved leave of absence (see Article III, Section O **2.**) or who is otherwise employed in keeping with Article IV, Section B (1) of this Agreement.
10. "PRINCIPAL" - The employee's school Principal or other immediate supervisor, as applicable, or his/her designee.
11. "PUBLIC EMPLOYEES RELATIONS ACT (PERA)" - Chapter 447, Part II, Florida Statutes.
12. "PUBLIC EMPLOYEES RELATIONS COMMISSION (PERC)" - The PERC Commission created under Fla. Stat. §447.205.
13. "SATISFACTORY EVALUATION" as used herein the term "satisfactory evaluation" is defined as either an evaluation rating of "Highly Effective", "Effective" **or for Category 1A or 1B employees an evaluation rating of at least "Developing"**. The Parties agree that should Fla. Stat. §1012.34(2) (e) be repealed or found void by a court of competent jurisdiction, this definition will be void and considered repealed unless both Parties agree to continue to use this definition.
14. "SCHOOL SYSTEM" or "DISTRICT" or "COUNTY" - The School District of Palm Beach County, Florida.

**ARTICLE I – GENERAL**

**Section A – Definitions (cont'd)**

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

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

16. "SUPERINTENDENT" - The Superintendent of Schools of Palm Beach County, Florida, or his/her designee.
17. "YEAR OF SERVICE DEFINED" – A year of service shall be defined as that sum of compensated duty days of six hours (6) hours or more which exceeds one-half (1/2) of the employee's contract year or 99 compensated duty days, whichever is greater.

**Tentative Agreement: November 12, 2015**

**ARTICLE I – GENERAL**

**Section C – Discrimination and Harassment**

1. The Parties agree that the provisions of this Agreement regarding such items as training, assignment, promotion, transfer, discipline or termination shall be applied without regard to ~~race, creed, color, religion, national origin, age, gender, personal life style (including sexual orientation), domicile, marital status, political beliefs, disability or~~ **gender expression, and/or gender identity, race, color, religion, national origin, age, disability, marital status, ancestry, ethnicity, gender, linguistic preference, political beliefs, sexual orientation, social/family background, or status of** membership in the Association. **Discrimination against and/or the harassment of employees based on any of the above listed items is barred and prohibited.**
2. The Parties further agree that employees should be free from unnecessary, spiteful, or negative criticism, or complaints by management representatives. Under no conditions shall management representatives express such complaints or criticisms concerning an employee in the presence of other employees or students.

**ARTICLE I - GENERAL**

**Section G – Non-Reappointment/Resignation/Reappointment of Employee Contracts**

1. Non-Reappointment - In the event an Annual Contract employee **(Category 1A or 1B only) has successfully completed his/her probationary contract period and has less than four (4) three (3) years of service and** is non-reappointed and was given an annual overall satisfactory evaluation on his/her most recent annual evaluation, was given **and received** a rating of “Effective”, “Highly Effective” or (for Category 1A or 1B employees only) “Developing” in the Instructional Practices portion of his/her current school year’s annual evaluation, ~~and was hired by and worked for the District the entire period of his/her probationary contract,~~ then he/she will be considered released without prejudice with regard to making re-application, not with regard to selection and hiring. Those employees therefore, may reapply at any time after their non-reappointment.
  
2. Resignation - In the event any employee resigns, he/she may reapply after ~~one (1) full semester has passed~~ **a minimum of sixty (60) days have lapsed since the effective date of his/her resignation.** If an employee resigns while on a **School or** District Assistance Plan or has been recommended by letter to be placed on a **School or** District Assistance Plan, if rehired, the employee shall be placed on a **that School or** District Assistance Plan.
  - a. If after one formal, one informal and one walk-through evaluation observations have been completed by a different Marzano-certified observer, and the employee’s new Principal/Director has reviewed sufficient data to determine if the ~~District~~ **School** Plan is or is no longer appropriate, the **School Assistance** Plan may be terminated by the **employee’s new** Principal/Director.
  
  - b. **If after one formal, one informal and one walk-through evaluation observations have been completed by a different Marzano-certified observer, and the District’s Assistant Superintendent for Professional Growth or designee has reviewed sufficient data to determine if the District Plan is or is no longer appropriate, the District Assistance Plan may be terminated by the Assistant Superintendent for Professional Growth or designee.**
  
3. Reappointment
  - a. If the employee **has** successfully completed his/her probationary contract and at least ~~three (3)~~ **two (2)** subsequent and consecutive annual contracts with the District, he/she shall be issued another annual contract, if he/she:
    - I. Holds an active professional certificate issued pursuant to Florida Statute §1012.56 and rules of the State Board of Education;
    - II. Received a rating of “Highly Effective” or “Effective” on his/her annual evaluation and has received a rating of “Effective” or “Highly Effective” on the current school year’s Instructional Practices portion of his/her annual evaluation;
    - III. Has not received two consecutive annual performance evaluation ratings of “Unsatisfactory”, two annual performance ratings of “Unsatisfactory” within a three (3) year period , or three consecutive annual performance evaluation ratings of “Needs Improvement” or a combination of “Needs Improvement” and “Unsatisfactory”; and
    - IV. Is not currently the subject of a criminal investigation.

**ARTICLE I – GENERAL**

**Section G - Non-Reappointment/Resignation/Reappointment of Employment Contracts (cont'd)**

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

**The Parties agree to delete Appendix T and put it in Article I, Section G**

Should relevant provisions of Fla. Stat. 1012 relating to employment contract be repealed or found void by a court of competent jurisdiction, ~~this Appendix~~ **Section 4 & 5 below** will be void and considered repealed likewise.

~~4.~~ **4.** Annual Contracts

- a. Effective July 1, 2011 and pursuant to Fla. Stat. §1012.335, all employees defined as instructional personnel (excluding substitute teachers) hired by the District after that date will be issued annual contracts, which is defined as an employment contract for a period of no longer than one (1) school year. The initial annual contract will be a probationary contract during which the employee may be dismissed during its term without cause or may be resigned by the employee without it being considered a breach of that probationary annual contract. A probationary annual contract will be issued by the District regardless of previous employment in another school district in or not in Florida. In addition, the District may issue a probationary annual contract if it elects to employ a previous employee of the District who has had a break in service with the District not covered by an authorized leave of absence.
- b. Upon the completion of a probationary annual contract or any annual contract, the District may elect to non-reappoint the employee (i.e. not offer the employee another annual contract which may be done without cause) or to offer the employee another annual contract. However, if the annual contract employee has received two (2) consecutive annual evaluation performance ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three-year period, or three (3) consecutive annual performance ratings of needs improvement or a combination of needs improvement and unsatisfactory, ~~notwithstanding Article I Section G of this Agreement~~ the District will non-reappoint the employee and will not offer that employee another annual contract.
- c. Notwithstanding paragraph b above, any annual contract under which the employee is employed is subject to suspension and/or termination during its term for just cause pursuant to Fla. Stat. §1012.335(2)(c)(5). The annual contract employee whose annual contract is suspended and/or terminated during its term may submit a written request for a hearing before the School Board pursuant to Fla. Stat. §1012.335 (2) (c) (4) within fifteen (15) calendar days of receipt of the District's written notice that the employee's annual contract is being suspended and/or terminated and stating the reasons for such suspension and/or termination. It is understood that an employee's annual contract may be non-reappointed without cause even if

that employee's annual contract has been suspended and/or terminated and such actions have been appealed. Unless employed under a probationary annual contract, an employee who accepts the District's written offer of employment and who leaves his/her position without prior written release from the District is subject to the jurisdiction of Florida's Education Practices Commission.

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

**2.5. Continuing Contracts and Professional Service Contracts:**

- a. The District will continue to recognize Continuing Contracts of its employees who were issued these contracts without a break in employment since being issued by the District prior to July 1, 1984; and will continue to recognize Professional Service Contracts (PSC) of employees who were issued these contracts without a break in service/employment as a teacher since being issued by the District on or after July 1, 1984, but before July 1, 2011.
- b. A Continuing Contract (CC) is subject to termination pursuant to applicable Florida Statutes.
- c. A Professional Service Contract (PSC) will be renewed each year unless pursuant to Florida Statute §1012.34 there is just cause to terminate the employee's PSC at any time based on just cause which includes, but is not limited to, the following instances, as defined by rule of the State Board of Education: immorality, misconduct in office, incompetency, two (2) consecutive annual performance evaluation ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three-year period, three (3) consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory, gross insubordination, willful neglect of duty, or being convicted or found guilty of, or entering a plea of guilty to, regardless of adjudication of guilt, any crime involving moral turpitude.
- d. An employee holding a Professional Service Contract (PSC) or a Continuing Contract (CC) who opts to be paid based on the ~~new~~ performance pay salary schedule ~~to be effective beginning with the 2014-2015 school year~~ instead of staying on ~~what will be called~~ the grandfathered salary schedule, will have to relinquish his/her PSC or CC contract and must agree to be employed under an annual contract. An employee holding either a PSC or CC contract who opts to being employed under an annual contract shall be paid from the performance salary schedule, may not return to Continuing Contract or Professional Service Contract status and may not return to being paid from the grandfathered salary schedule. **Note: As long as the Parties agree to adjust the annual base salaries of similarly classified employees holding a PSC or a CC by one (\$1) dollar less on the grandfathered salary schedule than the salary adjustment they would be paid on the performance pay salary schedule as set forth elsewhere in this Agreement, it would not be prudent for an employee employed under either a PSC or a CC to opt to being paid from the performance pay salary schedule by agreeing to forfeit his/her PSC or CC.**



***Tentative Agreement: January 19, 2016***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section D – Vending Machines in Employees' Lounges**

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

***Tentative Agreement: September 15, 2015***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section E – Payroll Deductions**

1. The Board and the Association agree that payroll deduction services which are within the control of the Board/District and accruing to employees, shall continue through this Agreement. The specific deduction types are: Credit Union, Tax Sheltered Annuities, Health Insurance, United Way, Income (**Disability**) Protection, additional Life Insurance, **Dental Insurance, Vision Insurance** and any IRS Section 125 Plan(s) which may be agreed to by the Parties.
2. Unless stated to the contrary in other Sections of this Agreement, the amount deducted from the employee's salary shall be voluntary and no charge shall be made to the individual employee for these payroll deduction services.
3. ~~The payroll deductions for the~~ of Association dues is are provided for under "Association Rights And Privileges" located elsewhere in this Agreement.
4. Payroll deductions for child support or for other court-ordered reasons ~~as required by Florida Statutes~~ shall be deducted when mandated by the appropriate legal authority.
5. In the event the District has mistakenly overpaid an employee, such overpayment shall be brought to the attention of the employee. In no case shall the amount to be paid back in any one ~~payback~~ paycheck 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~~ Step Two.

***Tentative Agreement: February 22, 2016***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section H – Safety**

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

***Tentative Agreement: September 15, 2015***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section I – Tuberculin Test**

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

***Tentative Agreement: September 15, 2015***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section J – Pupil Detention, Search and Seizure**

1. Non-Directed

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

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

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

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

2. Directed

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

***Tentative Agreement: February 22, 2016***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section K – Personal and Academic Freedom and Responsibilities**

1. Employees shall be entitled to the full rights of citizenship, and ~~no religious or political activities of an employee or the lack thereof, or personal life style (including sexual preference) of an employee's~~ gender expression, and/or gender identity, race, color, religion, national origin, age, disability, marital status, ancestry, ethnicity, gender, linguistic preference, political beliefs, sexual orientation, or social/family background of an employee shall not be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state or federal law or Board Policy.
2. In the spirit of academic freedom, employees will create a classroom atmosphere which invites in-depth study of ~~the~~ critical issue(s) of the day. The classroom environment shall be conducive to investigation, interpretation, analysis and evaluation of data on all sides of the critical issues under study. The employee is responsible for exercising sound judgment in selecting for discussion those issues which are relevant to the maturity and understanding of the students involved.
3. The Board and the Association agree that academic freedom is essential to the fulfillment of the purpose of the Palm Beach County School District. Accordingly, the Parties agree that employees shall be guaranteed freedom in classroom presentation and discussions, and may introduce socially, politically, religiously, or otherwise controversial material, provided that such material is relevant to the course content appropriate to the student group and shall increase students' awareness of roles as responsible citizens.

***Tentative Agreement: February 22, 2016***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section N – Authorized Travel Expense Reimbursement**

1. All travel expenses for which employees will be seeking reimbursement must be pre-authorized by the Superintendent prior to departure and the incurrence of any expenses.
2. Authorized mileage for in-county and out-of-county travel, including per diem, shall be reimbursed at the rate provided by Florida Statute and State Board Administrative Rule. In the event that there is a change in Statute or State Board Rule, payment will be retroactive to the effective date of the Statute or State Board Rule.
3. Meetings for which the employee traveler will be reimbursed by another person, agency, organization or institution, etc. shall be excluded from these provisions.

**Tentative Agreement: February 22, 2016**

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section O – Children of Employees**

1. Requests by employees for the reassignment of their children, who are age and program appropriate, to the employee's assigned school shall be approved within the following procedural guidelines:
  - a. The racial balance and student overcrowding at the school (i.e. meeting class size requirements) will not be negatively impacted.
  - b. In no case shall the employee be the teacher of record for his/her own child.
  - c. The District shall assume no liability for the transportation of these students.
  - d. In the event an employee voluntarily transfers (this includes volunteering to be a UAT), his/her child will be automatically returned to his/her home school. In the event the employee is involuntarily transferred (this includes an involuntary UAT), his/her child may remain at the school, in keeping with provision c above, until the end of the school year; or at the time the employee's involuntary transfer becomes effective, the child may return to his/her home school if the employee so chooses.
  - e. The bargaining unit employee must notify the school in writing by April 30 of the employee's intent to enroll his/her child in the school where the employee is assigned for the next school year.
  - f. The employee must be the legal parent/guardian of the child.
2. After-School Child Care for the Children of Employees:
  - a. Bargaining unit employees will be given priority for placement of their children in After-School Child Care at District elementary schools where the District has an After-School Child Care Program, so long as this does not conflict with the law.
  - b. Eligibility is as follows:
    - i. The child is elementary school age.
    - ii. The child attends the After-School Child Care Program at the school in which the child is enrolled.
  - c. In the event all After-School Child Care slots at one school are occupied by bargaining unit employees' children, priority for placement will be based on bargaining unit employee seniority as defined in Article I, Section A 16 of this Agreement.
  - d. In the event a bargaining unit employee's child changes elementary schools during the school year, he/she will be given priority for placement if there is an After-School Child Care Program waiting list at his/her new elementary school.
  - e. For purposes of this Section, eligibility to participate in the After-School Child Care Program requires that the bargaining unit employee is the legal parent/guardian of the student.
  - f. The District shall assume no responsibility and/or liability for the transportation of these students.

**ARTICLE II - RIGHTS AND RESPONSIBILITIES**

**Section O - Children of Employees (cont'd)**

- g. As a benefit of employment with the District, all full-time T-bargaining unit employees who properly enroll their child(ren) in a District After-School Child Care Program and who are not already eligible to receive any kind of discount, will receive a 25% discount on the hourly rates charged by these Programs to the general public. Employees already eligible to receive any other kind of discount will not receive a total discount of more than 25%. This employee discount is only for hours of District Before-School and District After-School Programs operating on regular student attendance days and do not apply to Professional Development Days (PDDs), In-Service Days, Teacher Work Days or on days these District After-School Child Care Programs are not operating. ~~Provisions of this paragraph will be implemented no later than forty five (45) days after this Agreement is adopted by the School Board.~~

***Tentative Agreement: February 16, 2016***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section R – Physical Education Environment**

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

- Sunscreen/Lotion
- Large Umbrella
- Insulated water container

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

***Tentative Agreement: September 15, 2015***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section S – Guidelines for Classroom Visitations and Conferences**

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

- a. All visitors must first register at the School's office and obtain permission and a pass before going elsewhere in the entering on the school's campus.
- b. When practical, the employee should be informed of the purpose for the classroom visitation or conference. Arrangements should be made in advance. Walk-ins visitors may be rescheduled by the employee.

***Tentative Agreement: September 15, 2015***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section T – Teacher of the Year Selection**

The current process used by the District to select its “Teacher of the Year” ~~dated November 11, 1992,~~ will be maintained. The Association representative on the oversight committee shall be selected by the Association President.

***Tentative Agreement: March 15, 2016***

**ARTICLE II – RIGHTS & RESPONSIBILITIES**

**Section V – Job Sharing**

**1. DEFINITION**

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

**2. APPLICATION PROCEDURE**

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

See Distribution procedure.

- a. Pairing - Employees shall be responsible for selecting a job sharing partner. Job sharing assignments shall be filled only by employees who have jointly agreed to work together.
- b. Options - The programmatic needs of the school may provide opportunities for one-half (½) time employees (i.e., speech, secondary subject areas, school psychologists).
- c. Time line/Cut-Off Date – All applications shall be made on or before the first employee work day in April. Selections shall be finalized by the end of the voluntary transfer period.

**3. CRITERIA FOR SELECTION AND APPROVAL PROCESS**

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

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

c. Eligibility:

- (1) Job sharing vacancies are available only to ~~tenured~~ employees (~~PSC or CC~~) **having at least three (3) years of consecutive successful employment with the District immediately before making an application to Job Share.**
- (2) One percent (1%) of T-bargaining unit members will have the availability to job sharing positions.

**ARTICLE II - RIGHTS AND RESPONSIBILITIES**

**Section V - Job Sharing (cont'd)**

4. RESPONSIBILITIES

a. Employee:

- (1) Planning - Where there exists two (2) employees sharing one (1) self-contained class, joint planning shall occur. Where separate classes or separate disciplines exist, individual planning shall occur.
- (2) Faculty Meetings - Employees will be responsible for all meetings scheduled during their duty day/week. Additionally, employees are responsible for information disseminated at all meetings.
- (3) Conferences - Conferences shall be held by individual employees unless problems occur across several subject areas taught by more than one (1) employee, then both would be required to attend.
- (4) Field Trips - The employee responsible for the field trip will be determined jointly by the team. Every effort shall be made to provide equity in responsibility.
- (5) Committees - Assignment to committees shall be on a voluntary basis. Every effort shall be made to provide equity (see ~~contract~~ **Collective Bargaining Agreement**).
- (6) Curriculum - Delivery of specific subjects shall be determined by mutual agreement of the job sharing team. Curriculum assignments may be adjusted to provide equity of fine arts schedules. Split day schedules may be alternated each semester.
- (7) Substitutes - Job sharers agree to substitute for each other whenever possible at the daily rate.
- (8) Evaluations - All student evaluations, test administration, grades, and required reports or data will be completed by both employees.
- (9) Discipline - Discipline practices shall be consistent with school and District policy with responsibility of reporting/administering handled by the supervising teacher at the time of an infraction. Job sharers shall be responsible for updating each other on all occurrences.
- (10) Communication –
  - (a) Messages to Parents - Messages to parents should be signed by both Parties unless the concern/situation is specific to one (1) teacher.

- (a) Pertinent information and individual updates are to be shared with the job sharing partner as needed whether verbally or in writing. It is expected that teachers who share a self-contained class will communicate with each other on a daily basis.
- (b) Employer/Administrator - Any additional concerns or problems which arise will be discussed with the Principal and solutions will be mutually agreed upon by all Parties. Final judgment/decision rests with the Principal.

## ARTICLE II - RIGHTS AND RESPONSIBILITIES

### Section V - Job Sharing (cont'd)

- (11) In-service - To fulfill the professional responsibilities, employees who job share may be required, with a **forty-eight (48)** hour advanced notice, to attend joint conferences or in-service beyond their modified work schedule. **Such employees will be compensated in keeping with Article VIII, Section N of this Collective Bargaining Agreement.**
- (12) Information Requirements - Any and all records, information, requirements, or requests are the joint responsibility of the job sharing partners.
- (13) Schedules - Whenever possible the administration shall attempt to provide common planning time for the two (2) employees sharing one (1) self-contained class. When separate classes or separate disciplines exist, individual planning shall occur (options: split day, split week, alternating days, same hours, semester switch).
- (14) Observations/Evaluations - Observations and evaluations shall be consistent with ~~the CTA Contract~~ **this Collective Bargaining Agreement.**

## 5. SALARY AND BENEFITS

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

## 6. RIGHT TO RETURN TO FULL EMPLOYMENT

- a. Upon termination of the individual job sharing agreement, the job sharing position shall be reconverted to a full-time position and the employee who held the full-time position prior to participation shall be entitled to resume his/her position without loss of previous tenure, or employee rights.
  - (1) When both paired applicants are from the same school and teaching the same grade level or the same subject areas, the employee having the greater seniority, as defined in Article I,



Section A 16 of this Agreement, is entitled to resume his/her position when the job sharing arrangement is concluded as set forth above.

## **ARTICLE II - RIGHTS AND RESPONSIBILITIES**

### **Section V - Job Sharing (cont'd)**

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

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

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

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

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

(4) Placement determination shall be made by the Area/Regional Superintendent and the Division of ~~Personnel~~ **Human Resources.**

c. Renewal

Application for job sharing shall be made annually.

## **7. SCHEDULING CONCERNS**

a. Options

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

## **8. MASTER SCHEDULE - COMMON PLANNING**

a. Difficulties

- (1) Block scheduling
- (2) Rotating schedules

**ARTICLE III – WORKING CONDITIONS**

**Section F – School Centers**

1. Distribution of School Center Procedures

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

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

- a. Intercom announcements shall be made during home room periods or during other specially designated periods.
- b. Announcements to individual employees shall be placed in employee's mailboxes or made before the instructional period begins.
- c. Students will be called only by the administrative or counseling staff or for other school activities with prior approval of the Principal.
- d. Routine announcements will be distributed by daily bulletin or made during home room or other designated periods.
- e. Telephone calls identified as being of an emergency nature which affect the health, safety, or welfare of an employee or his/her immediate family, shall be immediately transmitted to the employee.

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

**Tentative Agreement: January 19, 2016**

**ARTICLE III – WORKING CONDITIONS**

**Section I – Prohibition Of Leaving Money At School After Hours**

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

**Tentative Agreement: September 15, 2015**

**ARTICLE III – WORKING CONDITIONS**

**Section J – Itinerate Employees ~~And Adult Education Employees~~**

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

**Tentative Agreement: September 15, 2015**

**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 (2) ways:

**Pay Plan A**

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

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

2. Employees who do not begin their employment with the District as regular instructional employees or who do not begin their regular employment at the beginning of a contract year will receive their checks according to Pay Plan A (26 pays) for that contract year except in a fewer number of checks as determined by the District depending on when they become a regular instructional employees during that contract year.
3. Employees remain on such plan (either Pay Plan A or Pay Plan B) until the District receives a written notice of a change in plans. Any written notice of a change in plans received on or before July 10 will be honored at the beginning of the next school year. Employees who have signed-up for electronic deposit shall remain on this method of payment. A schedule of summer pay dates for summer work shall be posted on the District's website if these summer pay dates differ from the regular every two-week payment schedule for that year.
4. In order to further streamline and improve the District's payroll practices, the Parties agree that the District has implemented a paperless payroll system for all current and new employees. Under such a paperless payroll system employees will not receive a paper pay stub, but will be able to access payroll stub and other payroll information and records by going on-line to the District's website and

### **ARTICLE III - WORKING CONDITIONS**

#### **Section L - Paychecks (cont'd)**

after entering their user name and personal password, be able to view and retrieve their individual payroll information, **including their W-2 forms**, as well as to view and make some payroll changes to the employee's Federal W-4 Form and to make address corrections\updates.

5. The Association is invited to appoint three (3) representatives to provide input on topics that will be addressed by the District's *ad hoc* Payroll Advisory Committee. One topic of the *ad hoc* Payroll Advisory Committee will be to make an annual recommendation to the Chief Operating Officer of the first Friday paycheck date of each school year for employees who are less than 12 month employees. To that end, such Association representative(s) will be provided a TDE at District expense to attend meetings of this Advisory Committee when such meetings are scheduled during regular duty hours.
6. **SPECIAL PROVISIONS AND EXCEPTIONS**  
To the extent that such pay policy is legally and technologically possible, the Parties agree to the elimination of any bridge pay or gap between bi-weekly paychecks from one contract year to another for all continuing employees on the 26 Pay Plan.

***Tentative Agreement: September 15, 2015***

**ARTICLE III – WORKING CONDITIONS**

**Section Q –Smoke-Free Environment**

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

***Tentative Agreement: February 16, 2016***

**ARTICLE III – WORKING CONDITIONS**

**Section T – Out-Of-Building Radio Communications**

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

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

***Tentative Agreement: February 22, 2016***

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

**Section D – Notification Of Transfer Requests And Exceptions**

1. All interviewed transfer applicants who seek a particular position shall be notified personally ~~or~~ in writing, by phone or via District email when the position is filled.
2. The Parties agree that circumstances may arise in the resolution of a grievance or of a labor-management dispute when an employee will be placed in a position through mutual agreement of the Parties. In such cases, the procedures in Sections A through F of this Article shall not apply.

**Section F – New Schools And “Magnet Schools”**

1. When a new school opens at the beginning of the school year, the bargaining unit vacancies in that new school will be filled as follows:
  - a. First, one-third (1/3) of the vacancies will be listed, published and distributed to all bargaining unit members assigned to schools which will be giving up students to the new school. The posting shall include information that the vacancy is at a specific new school to be opened, the date of said opening and that this posting is to fill one-third (1/3) of the bargaining unit vacancies at this new school. Bargaining unit members assigned to schools which will be giving up students to the new school may apply for such positions with the clear understanding that the decision of who is interviewed and who is selected is at the sole determination of the Principal of the new school provided that the new Principal fills one-third (1/3) of his/her bargaining unit vacancies from bargaining unit members assigned to schools which will be giving up students to the new school when it opens.
  - b. Second, the next one-third (1/3) of the bargaining unit vacancies at the new school will be posted during the voluntary transfer period. Employees may apply for such vacancies in keeping with Section C of this Article.
  - c. Finally, the last one-third (1/3) of the bargaining unit vacancies will be filled through the Unit Adjustment Transfer Placement procedure set forth in Section E, 4 of this Article. It is understood that eligibility for a vacancy includes the ability to meet specific needs, such as supplemental assignments for designated positions.
  - d. Nothing in this subsection shall prohibit a Principal of a new school from filling department head/chair vacancies prior to, during or after the UAT Placement, provided that the number of department head/chair vacancies so filled that are not in accordance with (a) or (b) will count against the number of vacancies in (c) above.
  - e. When a new school opens at a time other than the beginning of the school year, and staffing has not occurred through the procedures outlined herein, the Parties shall meet and work collaboratively to develop procedures for staffing.
2. If a school is going to become a "magnet school," those employees not wishing to remain at that school shall be considered a UAT and shall be treated like any other UAT employee, except the Principal of the new magnet school shall be required to retain forty percent (40%) of the current staff from among current staff who volunteer and are accepted to remain assigned at the new magnet school. If less than forty percent (40%) volunteer and are accepted to remain, then the Principal shall freely select those who shall be required to remain. Those involuntarily remaining may exercise their option for a voluntary transfer during the voluntary transfer period. If more than forty percent (40%) express an interest in remaining, the Principal is free to retain them or such portion of them that meets forty percent (40%). In addition, affected employees who become a UAT from that school who still wish to remain at that school may apply for vacancies posted for that school as set forth below.

**ARTICLE IV - VACANCIES, TRANSFERS, UATs, LAY-OFFS/CALL-BACKS AND EMPLOYMENT CONTRACTS**  
**Section F - New Schools and "Magnet Schools"(cont'd)**

- a. Notwithstanding Section B of this Article, vacancies posted when a school is going to become a new magnet school shall include the information that the vacancy is at a specific new magnet school. Employees may apply for such vacancies with the clear understanding that for the first year of the existence of the new magnet school the decision of who is interviewed and who is selected to fill these vacancies is at the sole determination of the administration. Otherwise, the selection process shall follow provisions of Sections C, and then E, 4 of this Article.
  
  - b. After a new magnet school has been in place for at least seven (7) months, but not more than one (1) year, any employee assigned to that school may voluntarily participate in the UAT Procedure. The District will notify in writing employees assigned to a new magnet school of their right to voluntarily transfer themselves under provisions of this paragraph. These employees also will be informed of the date of the UAT Placement Procedure as a part of this written notification which shall be delivered to said employees at least ten (10) days prior to the date the IPP must be returned to Instructional Employment Services. Such employees will have five (5) days after receipt of this written notification to exercise their right to participate in the UAT Procedure by providing written notice to the Director of the Department of Recruitment & Retention Instructional Employment that they are voluntarily participating in the UAT Procedure.
3. It is understood that under 2 above, employees on a District assistance plan shall be placed as determined by the administration.

***Tentative Agreement: September 15, 2015***

**ARTICLE IV – VACANCIES TRANSFERS, UATs, LAY-OFFS/CALL-BACKS AND EMPLOYMENT CONTRACTS**  
**Section I – Employment Contracts**

See Appendix F Article I, Section G

**Tentative Agreement: October 16, 2015**

**ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES**

**Section B – Dues Deductions**

1. ~~Effective August 1, 1995, the~~ **Board District** agrees to deduct Association dues as certified by the Association from the first twenty-one (21) payroll checks of the school year of employees who voluntarily execute an authorization for such deductions. Such deductions shall be in equal installments and shall be irrevocable for periods of one (1) year except that authorizations may be withdrawn during the first fifteen (15) calendar days ending August 31, and provided that written notification of withdrawal is received by the Association during such fifteen (15) calendar day period or as otherwise provided below.
2. The **Board District** will provide such payroll deduction services at an annual cost of eight hundred dollars (\$800.00).
3. The proceeds of such deduction shall be transmitted to the Association within ten (10) working days after the close of each month during which deductions are made.
4. The balance of the annual deductions shall be deducted, when possible, from the final paycheck of a member resigning his/her position, receiving an unpaid leave of absence, leaving the bargaining unit, or terminating his/her employment after the opening of the school year. If an employee who authorized payroll deductions and who failed to revoke such authorization as set forth in paragraph #1 above, still wishes to revoke his/her payroll deduction, he/she may do so by submitting a written notification of withdrawal to the Association; however, the balance of his/her annual deductions shall be deducted from his/her next paycheck and remitted to the Association. If timing does not allow the balance to be deducted from the next paycheck following receipt of the written notification of withdrawal, the balance will be deducted from the subsequent checks as long as it does not extend into the next fiscal year.
5. Any rebate of dues owed to an employee who revokes/stops his/her payroll deduction authorization in keeping with these provisions shall be subject to the policies, rules and regulations of the Association.
6. The Association will publicize these provisions to assure its members are aware of these provisions.
7. The Association will indemnify the Board and its agents against liability for all deductions made in keeping with these provisions.
8. The Association will have exclusive payroll deduction rights for union dues for members of the bargaining unit.



***Tentative Agreement: October 16, 2015***

**ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES**

**Section C – President’s Assignment To Temporary Duty**

1. The Board, upon request from the Association, shall assign the President of the Association to temporary duty elsewhere leave for the duration of the President's term of office. Such leave shall be requested annually. All benefits enjoyed by employees, except sick leave accrual, shall be continued and accrued to the President of the Association.
2. The Association shall provide the ~~School Board~~ District revenue in advance to pay for the President's salary, taxes, retirement and fringe benefits; and, in return, the ~~Board~~ District shall issue a ~~semi-monthly~~ bi-weekly warrant to the President during his/her term of office. The Association shall inform the ~~Board~~ District of the date of the President’s term of office so as to establish a ~~monthly~~ bi-weekly pay day. Where possible, the President shall be reassigned to his/her previous school.
3. The provisions above shall also apply to any member of the Association elected to an office in a state or national affiliate of the Association so long as said affiliate or the Association provides the ~~School Board~~ District the revenue to pay for the same benefits as in Paragraph 2 above.

***Tentative Agreement: October 16, 2015***

**ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES**

**Section E – Association On School Board Agenda**

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

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

***Tentative Agreement: October 16, 2015***

**ARTICLE VI – ASSOCIATION RIGHTS AND PRIVILEGES**

**Section G – School Calendar**

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

**Tentative Agreement: March 16, 2016**  
**ARTICLE VIII – COMPENSATION AND BENEFITS**  
**Section A – Salary**

1.
  - a. ~~Effective March 2, 2015, all employees, including Permanent Substitutes, will receive a 2% across the board pay increase as referenced in Appendix A.~~
  - b. ~~The Parties further agree that effective June 30, 2014, a new Performance Salary Schedule is established pursuant to Fla. Stat. §1012.22(1)(c)(5) that will co-exists with the “Grandfathered Salary Schedule”. The new Performance Salary Schedule is an “Open Range” (minimum-maximum) Salary Schedule that has a beginning annual base salary of \$39,000 and top annual base salary of \$73,750; however, any employee moving from the grandfathered salary schedule to the Performance Open Range Salary Schedule will maintain the annual base salary he/she was being paid from the Grandfathered Salary Schedule.~~
  - c. ~~The Parties agree that employees on both the Grandfathered Salary Schedule and the Pay for Performance Salary Schedule will be eligible for a salary adjustment as referenced in Appendix A. Any salary increases, cost of living increases and/or performance increases shall be determined through negotiations.~~

**Effective July 1, 2015 the Parties agree that the 2014-2015 Grandfathered Salary Schedule in Appendix A is substituted and replaced with a new Grandfathered “Open Range” (minimum-maximum) Salary Schedule with a beginning base salary of \$39,500 and a top annual base salary of \$75,230. The annual base salary of an employee on the 2014-2015 Grandfathered Salary Schedule will remain unchanged when moved to the new July 1, 2015 Grandfathered “Open Range” Salary Schedule until amended through negotiations, (see sub-section 2 below). The Parties agree that the only differences between the new “Open Range” Grandfathered Salary Schedule and the “Open Range” Performance Pay Salary Schedule is that employees having a Continuing Contract (CC) or a Professional Services Contract (PSC) with the District need not give up or forfeit their CC or PSC status in order to receive Performance Pay increases that are negotiated by the Parties, and that on the date the new negotiated salary adjustments become effective, an employee rated “Highly Effective” on the “Open Range” Grandfathered Salary Schedule will be paid one dollar (\$1) less than an employee rated “Highly Effective” who is on the Performance Pay Salary Schedule, and an employee rated “Effective” on the “Open Range” Grandfathered Salary Schedule will be paid one dollar (\$1) less than an employee rated “Effective” who is on the Performance Pay Salary Schedule.**

2. 

Effective March 2, 2015, the Parties agree that for the 2014-2015 school year all employees, including Permanent Substitutes shall receive a 2% salary increase on their current salary for the 2014-2015 school year.

  - a. **EMPLOYEES RATED EFFECTIVE: The Parties agree that full-time employees who are on the July 1, 2015 “Open Range” Performance Pay Salary Schedule who receive an over-all evaluation rating of “Effective” for the 2014-2015 school year and those full-time employees who are on the July 1, 2015 “Open Range” Grandfathered Salary Schedule who receive an over-all evaluation rating of “Effective” for the 2014-2015 school year will have their annual base salaries adjusted as set forth in Appendix A effective July 1, 2015. Pursuant to State Statutes, an employee rated over-all as “Effective” may not receive a salary adjustment to his/her annual base salary that is greater than 75% of the salary adjustment a “Highly Effective” employee is granted. Eligible part-time employees will have their annual base salaries proportionately adjusted on the same date salaries are adjusted for full-time employees.**

ARTICLE VIII – COMPENSATION AND BENEFITS

Section A – Salary continued...

In addition, effective January 4, 2016, full-time employees who were new hires during the 2014-2015 school year but who did not work a sufficient number of days to warrant an annual evaluation that school year and full-time employees who are new hires during the 2015-2016 school year will be treated for pay purposes as if they were rated “Effective”.

- b. EMPLOYEES RATED HIGHLY EFFECTIVE:** The Parties agree that full-time employees who are on the July 1, 2015 “Open Range” Grandfathered Salary Schedule who receive an over-all evaluation rating of “Highly Effective” for the 2014-2015 school year and those full-time employees who are on the July 1, 2015 “Open Range” Performance Pay Salary Schedule who receive an over-all evaluation rating of “Highly Effective” for the 2014-2015 school year will have their annual base salaries adjusted as set forth in Appendix A effective July 1, 2015. Pursuant to State Statutes, an employee rated over-all as “Effective” may not receive a salary adjustment to his/her annual base salary that is greater than 75% of the salary adjustment a “Highly Effective” employee is granted. Eligible part-time employees will have their annual base salaries proportionately adjusted on the same date salaries are adjusted for full-time employees.
- c. Notwithstanding 2. a. and/or b. above, an employee who receives an over-all evaluation rating for the 2014-2015 school year that is less than “Effective” is not eligible to be granted a salary adjustment for the 2015-2016 school year. Notwithstanding the annual salary adjustments set forth in Appendix A, such employees will continue to be paid at their 2014-2015 salary rate during the 2015-2016 school year.**
- 3. Implementation:** When the Parties ratify/adopt this Agreement, any negotiated salary increases adjustments will be subject to the provisions in paragraph 1 of Appendix A of this Agreement. This Section and Appendix A will not be subject to being reopened for further negotiations for the 2014-2015 2015-2016 school year except as may be required pursuant to Article I, Section E of this Agreement or as may be otherwise required by Florida Statutes. Nothing herein prohibits the re-opening of negotiations in 2015-2016 for a successor Agreement prior to the expiration of this Agreement pursuant to the Preamble of this Agreement.
- 4. The Parties agree to negotiate differential pay and pay for performance adjustments for employees represented by the Association during the next round of bargaining pursuant to the requirements of Florida Statutes. Differentiated Pay Supplements: Differentiated Pay supplements in the amount of one-hundred dollars (\$100) per school year will be paid to employees who meet the following criteria:**

  - a. Assigned to a Title I School;**
  - b. Assigned to an “F” rated School;**
  - c. Assigned to a “Triple D” rated School; and/or**
  - d. Instructional Personnel assigned, by job code, in at least one of the following Critical Shortage Areas:**

    - i. Elementary**
    - ii. Science**
    - iii. Language Arts**
    - iv. Reading**
    - v. ESE**
    - vi. ESOL**
    - vii. Mathematics or**
    - viii. Foreign Language.**

ARTICLE VIII – COMPENSATION AND BENEFITS

Section A – Salary continued...

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

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

*Tentative Agreement: February 16, 2016*

ARTICLE VIII – COMPENSATION AND BENEFITS

Section E – Supplemental Salary

1. Supplemental salaries shall be paid in accordance with Appendix B with the appropriate final supplemental pay to be made on the employees' 196th contractual day.
2. Payments of supplements for services rendered over the entire contractual period shall be paid, commencing with the written recommendation of the Principal and approval of the Superintendent, and will be prorated over the entire contractual period.
- ~~3. The Parties agree to form a joint committee comprised of five (5) appointees of the District and five (5) appointees of the Association. The purpose of the committee will be to study and make recommendations concerning adding and deleting supplemental positions and salaries to/from Appendix B of this agreement.~~

~~The joint committee will be authorized to appoint additional employees and administrators to serve on sub-committees to assist the joint committee in accomplishing its task. The committee will develop an employee/administrator survey for distribution and compilation concerning the committee's task.~~

- ~~4. When the committee has completed its task, its finding and/or recommendations will be presented to the Superintendent and to the Association President. The District agrees to provide District TDEs when the joint committee and/or any of its sub-committees meet during duty hours.~~

**Tentative Agreement: October 6, 2015**  
**ARTICLE VIII – COMPENSATION AND BENEFITS**  
**Section E – Retirement Supplement**

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

**Tentative Agreement: March 16, 2016**  
**ARTICLE VIII – COMPENSATION AND BENEFITS**  
**Section G – Glades Supplement**

Delete Appendix D

~~A Glades supplement shall be paid in accordance with Appendix D.~~

~~Effective January 1, 2006~~ All full-time employees on that date who reside in the Glades Area, but who are not assigned to work in the Glades Area and who were receiving the Glades supplement of \$2,200 during 2005-2006 school year will continue to receive that annual supplement amount for as long as they reside in the Glades Area or until such time they become eligible to receive the higher Glades Supplement as set forth below. If such employees become less than full-time employees, this \$2,200 supplement will be pro-rated for actual full and partial days the employee is assigned to work during his/her work year.

~~Effective January 1, 2006, employees who are assigned to a Glades Area school/facility will be paid the following annual Glades Supplements:~~

<del>Number of Actual Years of Teaching Service with the District</del>	<del>Annual Glades Supplement</del>
<del>0-2</del>	<del>\$3,000</del>
<del>3-8</del>	<del>\$4,500</del>
<del>9+</del>	<del>\$5,500</del>

~~Effective January 6, 2014, Full-time employees who are assigned to a Glades Area school/facility will be paid the following annual Glades Supplements:~~

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

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

**ARTICLE VIII – COMPENSATION AND BENEFITS**

**Section H – Health, Life, Dental and Vision Insurance**

Effective January 1, 2015~~6~~, the following provisions shall supersede all previous Articles/Sections regarding health/medical, dental, vision and life insurance benefits. This Section shall be included in each respective PERC recognized organization's Collective Bargaining Agreement or negotiated modifications hereto, upon ratification by each respective employee organization and approval of the School Board.

1. (a) Effective January 1, 2012~~6~~, the District will provide a choice of benefits to eligible employees under a cafeteria plan hereinafter referred to as a "Flexible Benefits Plan."
- (b) Full-Time Eligible Employees: A full-time eligible employee is defined as a non-temporary employee who is in a regular established position and works six (6) or more hours per day.
- (c) Part-Time Eligible Employees (who are in an active eligible part-time position as of December 31, 2011) A part-time eligible employee is defined as a non-temporary employee who is in a regularly established position and works four (4) or more but less than six (6) hours per day. [For those in the CTA bargaining unit, part-time is defined as those who work at least three and three quarters (3.75) hours, but less than six (6) hours per day.] For the purposes of benefit eligibility, an employee must be in an active paid part-time position that meets these requirements on December 31, 2011.

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

2. (a) Within the Flexible Benefits Plan, the District shall make available to each eligible employee an option of medical health plans. Such medical plans shall consist of a High Option Health Maintenance Organization (HMO) Plan, a Low Option HMO Plan and a Consumer Driven Health Plan (CDHP). Beginning January 1, 2014, employees newly eligible for insurance coverage will be limited to the Low Option HMO Plan or the CDHP for the first twelve (12) months of active eligible employment. Thereafter, any changes they may elect in medical plans will be effective the first day of the plan year occurring at least twelve (12) months after the date they became eligible for insurance coverage.
- (b) DENTAL PLANS: The District will also make available choices of dental plans, including a Managed Dental Plan and a Preferred Provider (PPO) Plan to be paid by the employee with pre-tax dollars through payroll deduction.
- (c) VISION PLAN: The District will also make available a vision plan to be paid by the employee with pre-tax dollars through payroll deduction.
- (d) TERM LIFE INSURANCE: Basic Term Life Insurance will be provided and paid by the District for eligible employees in the following amounts:
  - ▶ \$20,000 face value for full-time eligible employees.
  - ▶ \$10,000 face value for part-time eligible employees.

**ARTICLE VIII – COMPENSATION AND BENEFITS**

**Section H – Health, Life, Dental and Vision Insurance continued...**

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

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

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

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

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

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

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

- (e) **CLAIMS ADMINISTRATION:** An employee will be required to comply with any and all rules and regulations and/or limitations established by the carrier or applicable third party administrator and contained in the policy, and employees and their dependents shall look solely to such carrier or third party administration for the adjudication of the payment of any and all benefits claims.
3. The District has established a retirement program under IRS Code Section that defers taxation until retirement or other severance from employment and permits the employee to forfeit and allow the District to contribute each year all of his/her benefit dollars to this retirement plan. This program is called the Special Retirement Plan. At the option of the District, additional contributions may also be made by the District. Any contributions to the Special Retirement Plan shall be made as an employer contribution to such eligible retirement program. Account values under this Plan shall be available to the employee only as permitted under, and in accordance with applicable Federal and Internal Revenue Service regulations governing such programs.

**ARTICLE VIII – COMPENSATION AND BENEFITS**  
**Section H – Health, Life, Dental and Vision Insurance continued...**

- 4. Contributions by the District to the Special Retirement Plan will not be considered for the purpose of computing overtime.
- 5. Effective January 1, 2014 and thereafter, those eligible employees who elect not to participate, as an employee or dependent, in any of the Medical Plans (High Option HMO, Low Option HMO or CDHP), and who complete an online election form indicating other medical coverage, will receive contributions to the Special Retirement Plan as follows:
  - ▶ \$100.00 monthly for each full-time eligible employee.
  - ▶ \$ 50.00 monthly for each part-time eligible employee.

6. (a) Effective January 1, 2014~~6~~ and thereafter, the District will pay the following towards monthly medical insurance premium cost for employees enrolled in the High Option HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>With Rewards</u>	<u>Part-Time</u>	<u>With Rewards</u>
Employee only	\$475.00	<del>\$525.00</del>	\$375.00	<del>\$425.00</del>
Employee plus children	\$760.00	<del>\$810.00</del>	\$630.00	<del>\$680.00</del>
Employee plus spouse	\$780.00	<del>\$830.00</del>	\$650.00	<del>\$700.00</del>
Employee plus full family	\$1,080.00	<del>\$1,130.00</del>	\$950.00	<del>\$1,000.00</del>

(b) Effective January 1, 2014~~6~~ and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the Low Option HMO Plan:

<u>Tiers</u>	<u>Full-Time</u>	<u>With Rewards</u>	<u>Part-Time</u>	<u>With Rewards</u>
Employee only	\$430.00	<del>\$480.00</del>	\$430.00	<del>\$480.00</del>
Employee plus children	\$730.00	<del>\$780.00</del>	\$700.00	<del>\$750.00</del>
Employee plus spouse	\$763.00	<del>\$813.00</del>	\$733.00	<del>\$783.00</del>
Employee plus full family	\$931.00	<del>\$981.00</del>	\$901.00	<del>\$951.00</del>

(c) Effective January 1, 2014~~6~~ and thereafter, the District will pay the following towards the monthly medical insurance premium cost for employees enrolled in the CDHP Plan:



**ARTICLE VIII – COMPENSATION AND BENEFITS**  
**Section H – Health, Life, Dental and Vision Insurance continued...**

<u>Tiers</u>	<u>Full-Time</u>	<u>With Rewards</u>	<u>Part-Time</u>	<u>With Rewards</u>
Employee only	\$370.00	<del>\$420.00</del>	\$370.00	<del>\$420.00</del>
Employee plus children	\$630.00	<del>\$680.00</del>	\$600.00	<del>\$650.00</del>
Employee plus spouse	\$670.00	<del>\$720.00</del>	\$630.00	<del>\$680.00</del>
Employee plus full family	\$810.00	<del>\$860.00</del>	\$780.00	<del>\$830.00</del>

- (d) In addition to the premiums funded above in (c), for each employee enrolled in the CDHP, the District will fund a Health Savings Account (HSA) in the following monthly amounts:

<u>Tiers</u>	<u>Amount</u>
Employee only	\$60.00
<b>Employee plus children</b>	<b>\$90.00</b>
Employee plus spouse	\$90.00
<b>Employee plus full family</b>	<b>\$120.00</b>

- (e) The Parties agree to reopen coalition negotiations in 2014~~6~~ on any additional premium increases and/or plan design changes for calendar year 2015~~7~~.
- ~~(f) By June 30, 2013, the District agrees to conduct a feasibility study, on its own or in conjunction with other governmental entities, of on-site/near-site clinics.~~
- ~~(g) During 2014, the District agrees to research and consider Health Care Exchanges.~~
7. (a) Effective January 1, 2014~~6~~ and thereafter, all eligible employees may purchase through payroll deductions the following benefits with pre-tax dollars when legally eligible:
- ▶ The purchase of the insurance benefits of their choice from among a menu of pre-tax benefits, which include dental and vision plans for themselves and their eligible dependents. Eligible children may be enrolled until their 26<sup>th</sup> birthday.
  - ▶ Eligible employees may also contribute pre-tax dollars to a medical Flexible Spending Account, and/or to a Dependent Care Flexible Spending Account through payroll deductions up to the maximums permitted by law.

## ARTICLE VIII – COMPENSATION AND BENEFITS

### Section H – Health, Life, Dental and Vision Insurance continued...

- (b) Effective January 1, 2011 and thereafter, eligible employees may purchase other optional Benefits through payroll deductions with post-tax dollars such as medical coverage for children ages 26-30, Disability Income Protection and Optional Term Life Insurance. Optional Term Life Insurance may also be purchased for eligible dependents.
  - (c) If an employee does not complete the required benefits enrollment process, including the completion of any and all enrollment forms or on-line process within 30 days of employment or during annual enrollment periods, he/she will automatically be enrolled in a default benefits plan (Low Option HMO with employee only coverage). If an employee does not submit all required dependent and/or domestic partner verification documents within 30 days of employment or during annual enrollment periods, the employee will be denied dependent and/or domestic partner coverage as applicable.
  - (d) Premiums must be supported by an employee's regular paycheck in order for an employee to be eligible to enroll in that specific benefit.
8. (a) The High Option HMO Plan will cover in-network physicians and hospitals with deductibles, copayments and/or co-insurance. The High Option HMO Plan is defined as an HMO with a primary care provider office visit co-pay of \$25, a specialist office visit co-pay of \$35, For Primary Care and Specialist categories that are designated as Tier 1 providers, the above copays will apply. For these same Primary Care and Specialist categories, the copay for non-tier 1 providers will be \$35 for Primary Care and \$45 for Specialists. Other co-pays are as follows: an emergency room co-pay of \$150, an urgent care co-pay of \$50, an out-patient rehabilitation therapy co-pay of \$20 per visit, and a mental health and substance abuse out-patient co-pay of \$20 per individual session and a co-pay of \$15 per group session. Virtual office visits, where available, will have a co-pay of \$25. Emergency ambulance, in-patient hospitalization, outpatient surgery, approved durable medical equipment and diagnostic testing will have co-insurance of 10% after an annual deductible of \$350 individual/\$700 family. Out-of-pocket maximums for this percentage co-insurance will be applied per policy language with an annual calendar year maximum of \$3,000 per individual and \$6,000 per family.
- (b) Prescription coverage in the HMO plans will require a separate \$100 annual deductible per individual with a maximum of \$200 per family as well as various co-payments for Tier I, Tier II, Tier III and Tier IV prescriptions. There will be no annual deductible for mail order maintenance prescriptions. The carrier will determine tier placement of all drugs covered under the Outpatient Prescription Drug coverage. Additionally, the following language will be included in our Summary Plan Description (SPD):

#### Exclusions:

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

## ARTICLE VIII – COMPENSATION AND BENEFITS

### Section H – Health, Life, Dental and Vision Insurance continued...

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

- (d) For 2014~~6~~ and thereafter, the Low Option HMO Plan's co-pays are as follows:

A primary physician's office visit co-pay of \$40, a specialist office visit co-pay of \$60~~72~~. **For Primary Care and Specialist categories that are designated as Tier 1 providers, reduced copays will apply. For these same Primary Care and Specialist categories, the co-pays for tier 1 providers will be \$30 for Primary Care and \$55 for Specialists. Other co-pays are as follows:** an emergency room co-pay of \$250, an urgent care co-pay of \$75, an emergency ambulance co-pay of \$150. **Virtual office visits, where available, will have a co-pay of \$25.** In-patient hospitalization, outpatient hospitalization, approved durable medical equipment and diagnostic testing will have 20% co-insurance after a plan deductible. Out-of-pocket maximums for this percentage co-insurance will be applied per policy language with an annual calendar year maximum of \$6,000 per individual and \$12,000 per family. Outpatient rehabilitation therapy will have co-pays of \$35 per individual session and co-pays of \$25 per group session.

- (e) The Consumer Driven Health Plan (CDHP) will be implemented effective January 1, 2014. ~~and the PPO plan will be eliminated as of January 1, 2014.~~ The CDHP will have in network and out of network coverage. The annual in-network deductible is ~~\$4,500~~ **\$3,500** Individual/~~\$9,000~~ **\$7,000** Family with 30% coinsurance applying after satisfaction of deductibles. The in-network annual out-of-pocket maximums will be \$6,350 Individual/\$12,700 Family. The annual out-of-network deductible is \$4,500 Individual/\$9,000 Family with 40% coinsurance applying after satisfaction of the deductibles. The out-of-network annual out-of-pocket maximums will be \$10,000 Individual/\$20,000 Family. Pharmacy benefits are subject to medical deductible and coinsurance.

As part of the CDHP, a Health Savings Account (HSA) will be set up in the amounts listed in 6 (d) above. This HSA will be funded by the District.

- (f) Prior authorization and medical necessity programs as administered by the medical plan carrier or administrator for their fully funded plans are effective January 1, 2016.**

9. An employee eligible for benefits is eligible to enroll his/her eligible domestic partner in the medical plan. An employee and his/her domestic partner must meet the following requirements in order to enroll in a medical plan:
- Must both be at least 18 years of age and mentally competent.
  - Must not be related by blood in a manner that would bar marriage under the law of the State of Florida
  - Must be considered each other's sole domestic partner and not married to or partnered with any other spouse, spouse equivalent or domestic partner.
  - Must have shared the same regular and permanent residence in a committed relationship for at least one year and intend to do so indefinitely.

- Neither partner can have had another domestic partner at any time during the 12 months preceding this enrollment.

## **ARTICLE VIII – COMPENSATION AND BENEFITS**

### **Section H – Health, Life, Dental and Vision Insurance continued...**

- Must provide proof of registration with the Palm Beach County Clerk & Comptroller's Office.

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

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

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

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

- (b) Premiums must be supported by an employee's regular paycheck in order for an employee to be eligible to enroll in that specific benefit.
11. The Parties agree that one member of each PERC certified District employee group identified above may serve as a participating and voting member on the District RFP committee any time the District seeks proposals on medical, dental and/or vision insurance for its employees. The District shall be entitled to a maximum of six representatives.
12. Any changes or modifications to the provisions under this Section shall be negotiated during regular coalition bargaining with all District PERC recognized associations/unions as provided herein. In addition to the limited re-opener provision contained in 6(e), all Parties agree that coalition negotiation may be reopened on all aspects of this Section in the event any of the
- Whenever the Parties mutually agree to reopen negotiations on this Section; or
  - Whenever more than three years (36 months) have lapsed since the Parties reopened negotiations and had the opportunity to negotiate on all aspects of this Section.

## ARTICLE VIII – COMPENSATION AND BENEFITS

### Section H – Health, Life, Dental and Vision Insurance continued...

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

- 13.(a) The effective date of the District's insurance coverage for those employees who are less than twelve-month employees who are newly hired in August and are scheduled to work and are on a paid status at least fifteen (15) work days in August, will be September 1. New employees hired in August, but who are not scheduled to work and on a paid status at least fifteen (15) workdays in August will have their District insurance coverage effective October 1. Otherwise, benefits for employees will be effective on the first day of the month following thirty (30) continuous calendar days of employment.
- (b) An employee who is not a twelve-month employee whose employment ends with the District at the end of any school year and who is on a paid status through the last day of his/her contract year will continue to be covered by the District's insurances (except for term life and/or income protection insurances which end June 30) through July 31 of that calendar year provided the employee makes proper payment of his/her share of the insurance premiums through payroll deductions or other means of payment mutually agreed to by that employee and the District. Otherwise, benefits will end the last day of the month in which the employee's active paid employment or FMLA leave with the District ends provided all employee required premiums are paid. Nothing herein shall be construed as denying any eligible employee from continuing his/her insurance(s) as provided under Federal COBRA rule and regulations. Notwithstanding any other provisions in the Contract, the provisions contained in this Section supersede any bargaining unit contract language relating to continuing insurance coverage for employees on an unpaid leave of absence.

#### 14. ~~Wellness Rewards~~ Health Rewards with Outcomes

- (a) All parties are desirous of a program that allows partial premium discounts (within all legal parameters of IRS Section 125 plans and the Affordable Care Act). This Section spells out the program requirements, required dates for completion in ~~2014~~ and the corresponding dates for the premium discount to begin to apply ~~in 2015~~.
- (b) An employee who is enrolled in a District medical plan, for which both the District and the employee are contributing toward the premium, is eligible to earn points. Each eligible employee and his/her covered spouse or domestic partner who actively participates in and completes the wellness reward requirements by each (employee and his/her covered spouse/domestic partner) earning 300 points on or before ~~July~~ August 31, ~~2014~~, will be eligible for an employee ~~premium discount~~ health rewards credit of \$50 per month for those on 26 pay cycle, (prorated for other pay cycles with the annual amount being the same) beginning with the first premium in the ~~following~~ following January ~~2015~~ and continuing through the calendar year, as long as the employee remains eligible throughout this time period.

Those described above, who complete and earn all the required 300 points after ~~July~~ August, 31, ~~2014~~ but on or before December 31, ~~2014~~ will be eligible for the ~~premium discount~~ health rewards credit beginning with the first premium in the following June ~~2015~~ and continuing throughout ~~2015~~ the calendar year, as long as the employee remains eligible during this time period.

(c) All health care information and results remain confidential. Federal laws protect an individual's privacy. The School District will only be notified if an employee and/or his/her spouse/domestic partner has achieved the required points.

(d) A maximum of 300 points will be awarded as follows:

**ARTICLE VIII – COMPENSATION AND BENEFITS**

**Section H – Health, Life, Dental and Vision Insurance continued...**

Required Activities

1. Biometrics measuring blood pressure, weight, and height for BMI, fasting cholesterol (total and LDL) and fasting glucose .....100 points
2. Completion of the online Health Assessment Survey .....100 points

AND

3. ~~Choose from one exam/screening/coaching program below for the last 100 points:~~
  - a. ~~Wellness Physical .....100 points~~
  - b. ~~Well woman exam (cervical screening or PAP)..... 100 points~~
  - c. ~~Age appropriate preventative mammogram screening ..... 100 points~~
  - d. ~~Age appropriate preventive screening colonoscopy ..... 100 points~~
  - e. ~~Participation and completion of one of the following online coaching programs ..... 100 points~~

<del>☒</del> Pregnancy	<del>☒</del> Back Pain
<del>☒</del> Stress Management	<del>☒</del> Exercise
<del>☒</del> Weight Management	<del>☒</del> Nutrition
<del>☒</del> Asthma	<del>☒</del> Tobacco Cessation
<del>☒</del> Heart Health Lifestyle	<del>☒</del> High Blood Pressure
<del>☒</del> Diabetes Lifestyle	

- f. ~~Completion of one of the following Telephonic Coaching Programs.....100 points~~

<del>☒</del> Stress Management	<del>☒</del> Diabetes Lifestyle
<del>☒</del> Weight Management	<del>☒</del> Nutrition
<del>☒</del> Heart Health Lifestyle	<del>☒</del> Tobacco Cessation

**ARTICLE VIII – COMPENSATION AND BENEFITS**

**Section H – Health, Life, Dental and Vision Insurance continued...**

~~Note: Effective January 1, 2015 the language and charts above beginning with “A maximum of 300 points will be awarded...” and ending with and including the “Telephonic Coaching” chart immediately above are deleted.~~

~~All health care information and results remain confidential. Federal laws protect an individual’s privacy. The School District will only be notified that an employee or their spouse/domestic partner has achieved the required points.~~

3. Meet 4 out of 5 of the targeted outcomes (see chart below). ..... 100 points

~~15. — Health Rewards with Outcomes Program~~

~~Effective with calendar year 2015, the program will be renamed Health Rewards with Outcomes. It will be similar to the current Wellness Rewards program. Employees and their covered spouse or domestic partner will be able to earn points in calendar year 2015 and each calendar year thereafter to be eligible for the \$50 per month premium discount to apply during the following calendar year.~~

~~Beginning in 2015, in addition to each eligible employee and his/her covered spouse or domestic partner completing the on-line Health Assessment for a 100 points and the Biometrics measuring blood pressure, weight, fasting cholesterol and fasting glucose for another 100 points, each eligible employee and his/her covered spouse or domestic partner must meet 4 out of 5 of the targeted outcomes (see chart below). If targets are met, they earn another 100 points. Each eligible employee and his/her covered spouse or domestic partner must earn 300 points to be eligible for the premium discount effective January 1, 2016.~~

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

Biometric results may be reported by an in-network physician or in-network convenience care clinic on a personalized MD form which the employee/covered spouse or domestic partner must print prior to visiting his/her physician or convenience care clinic **and ensure that it is completed and signed and faxed to Optum at the fax number on the form.**

**In calendar year 2016**, on-site biometric screenings will also be a method for employees/covered spouses or domestic partners to have their biometrics measured and reported. There will be no cost to employees/**covered spouses or domestic partners** for on-site biometric screenings.

## Reasonable Alternatives

For those that do not meet 4 out of the 5 requirements above, a reasonable alternative in the form of a Telephonic Coaching Program will be available to earn their final 100 points. These programs will take a minimum of 8-12 weeks to complete. **Beginning in January 2016, an additional reasonable alternative choice will be the completion of the Diabetes Prevention Program or Real Appeal program, a 16-week lifestyle management program through UHC medical plan. There are some requirements that need to be met to be eligible for these programs. These programs will only be allowed to be completed once by any covered member. Once an employee or covered dependent has taken either of these courses and received points towards the Health Rewards with Options program, they will not be eligible to receive credit for these programs in future years.**

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

- ➡ If the point requirements are met by **July August 31**, the discount will start with the first premiums effective on or after the following January 1.
- ➡ If the point requirements are met by December 31, the discount will start with the first premiums effective on or after the following July 1.

In order to earn the premium reward discount anytime in a plan year, the employee will need to earn 300 points within the required timeframe in the prior plan year. If the employee also elects coverage for a spouse or domestic partner, the covered adult would also need to earn a total of 300 points within the established time period in order for the premium reward discount to be awarded to the employee. No more than 300 points will be awarded to any employee or to any covered spouse/domestic partner.

## **15. Engagement/Greater Rewards with Next Steps**

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

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

**-Programs providing employees with information on negotiated price, and the quality, of particular health care services provided by particular providers, together with incentives to obtain services from higher-value providers ("transparency");**

**-The contractual provisions and financial performance of the District's contract for pharmacy benefit management ("PBM");**

**The establishment and operation of one or more on-site or near-site clinics or health centers to serve District employees and dependents, operated under contract with the District;**



**ARTICLE VIII – COMPENSATION AND BENEFITS**

**Section H – Health, Life, Dental and Vision Insurance continued...**

**-Wellness program design and administration, including requirements and incentives;**

**Health plan benefit design, including but not limited to infertility diagnosis and treatment;**

**-Health plan utilization issues, including but not limited to potential over-utilization of urgent care, emergency room and C-section deliveries;**

**-Total well-being of employees and dependents, including financial stress and worksite environment;**

**-24-hour physician access by telephone or computer (“telemedicine”).**

16. Tobacco Surcharge

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

***Tentative Agreement:*** November 12, 2015

**ARTICLE VIII – COMPENSATION AND BENEFITS**

**Section L – Employee Assistance Program**

1. The ~~Board~~ **District** will provide an Employee Assistance Program (EAP) which meets or exceeds the benefits, training and services which were included in the RFP developed and approved by a joint committee in 1993, comprised of representatives of the Association, SEIU/FPSU, AESOP, and the District Administration. In addition, the American Lung Association will train several EAP employees to conduct “stop smoking” clinic sessions at a rate of \$15.00 per employee.
2. The Association will be involved in developing all materials and meetings for employees for the purpose of explaining the EAP.
3. The administration agrees to refer and to utilize the services of the EAP for any employee who is **reasonably suspected of** utilizing drugs or alcohol to the extent that a referral is necessary.

***Tentative Agreement: March 15, 2016***  
**ARTICLE VIII – COMPENSATION AND BENEFITS**  
**Section N – Mandatory In-Service**

**Delete Appendix E**

Employees required to participate in in-service institutes and other mandatory in-service activities beyond their regular assigned duty hours/days shall be compensated according to ~~Appendix E~~. **the following hourly rate:**

~~Mandatory in-service will be used for State-Mandated and District-wide initiatives, i.e. algebra and K-2 reading. No new initiatives will be added for the 2001-2002 school year.~~

Effective ~~January 1, 2007~~ on **the date the school Board approves this Agreement:** ~~\$23.50~~ **\$25.00 per hour.**

***Tentative Agreement: October 6, 2015***  
**ARTICLE VIII – COMPENSATION AND BENEFITS**  
**Section O – Tax Deferred Annuity Program**

1. The Board/District shall provide a means for employees to participate in tax deferred annuity programs through payroll deduction agreements.
2. Employees may participate in only one (1) tax deferred annuity program with the Board/District at a time.
3. The annuity programs offered must have at least fifty (50) employees enrolled.
4. Any new criteria developed for the selection of new annuity program carriers must also be met by the present carriers before new participants will be allowed to enroll in those annuity programs.
5. All programs will be jointly selected by the Association and the ~~Board~~ District.

***Tentative Agreement: October 6, 2015***  
**ARTICLE VIII – COMPENSATION AND BENEFITS**  
**Section Q – Medicaid Incentives**

1. ~~Upon School Board adoption of this Agreement and commencing with the 2004-2005 school year,~~ **The Parties agree that** employees who are non-federally funded and who provide health-related services to Medicaid eligible students who participate in Medicaid Billing (Direct Service) will receive the following benefits from the incentive funds set-aside (budgeted) to the ESE Department's Medicaid Budget:
  - 70% will be set-aside and paid as stipends to be calculated on a prorated share basis according to the amount billed.
  - 23% will be set-aside to purchase additional materials and test protocols for eligible employees who participated in Medicaid billings. A joint committee comprised of representatives of those employee groups who participated in the Medicaid billings and ESE administrators will determine what additional materials

and test protocols will be purchased for eligible employees who participated in Medicaid billings.

- 7% will be set aside for staff development and CEU (Continuing Education Units) accumulation. The joint committee mentioned above will determine the topic(s) and recommend speaker(s).
2. Representatives of the ESE Department and the CTA will meet within ninety (90) days after the Medicaid budget is placed into the ESE Department budget, to determine the actual prorated share for each eligible employee that shall be based on the billing status of each eligible employee.
  3. The Parties agree to continue to dialog for the purpose of reaching a consensus regarding the "assignment" of equipment, materials and supplies purchased by the District with Medicaid funds for an eligible employee in the event the employee moves to another school/work site or leaves the employment of the District.
  4. To assist in reducing the paperwork requirement, the ESE Department has sent the initial HIPPA compliance consent letters for Medicaid billing to parents/guardians. When the new reporting system is operational, eligible employees will not need to assist in sending or obtaining signed HIPPA consent forms. Until the new reporting system is operational, eligible employees may be requested to assist the ESE Department and schools obtain signed parental consent forms.
  5. It is further agreed that employees who are non-federally funded and who provide health-related services to Medicaid eligible students and who are therefore eligible to bill for Medicaid reimbursement, shall be required to submit such Medicaid billings as part of this Collective Bargaining Agreement. The Parties urge employees to bill monthly, but agree that such billings are to be completed on a school grading period basis. All billings must be submitted to the appropriate District Department by the last day of the grading period during which the Medicaid services are provided. For those employees assigned to service elementary students, the deadline for billing is the last day of each elementary school grading period during the regular school year.

For those employees assigned to service secondary students, the deadline for billing is the last day of each secondary school grading period during the regular school year. Employees who are assigned to work during the District's Special Session (summer school) and who provide Medicaid reimbursable services, the deadline for billing for these services is the employee's last work day of that Special Session (summer school).

6. Upon implementation of this Section, employees who are not eligible to bill will be notified in writing that they are not eligible to bill and those who are eligible to bill will be notified via means determined by the ESE Department. Any eligible employee who later becomes ineligible also will be notified in writing. As soon the new reporting system is operational, those who are eligible to bill for Medicaid reimbursement for the District shall be notified of training sessions on the new system that will be scheduled during their working hours. The ESE Department will provide this training opportunity so that if an employee is unable to attend the initial session, they may attend a make-up session. All eligible employees are required to attend one of these training sessions.

**Tentative Agreement: October 6, 2015**  
**ARTICLE VIII – COMPENSATION AND BENEFITS**  
**Section R – Attendance Incentive Pilot Programs**

1. Effective July 1, 2006, two new attendance Incentive Pilot Programs will be established as follows:
  - a. Each Area Superintendent will designate two high schools, two middle schools and two elementary schools in their respective Areas to participate in these pilot programs.
  - b. During pre-school, the instructional staff at each designated school will be informed of these pilots and a vote will be conducted either by its Employee Building Council (EBC) or by the Association Lead Representative at that school to determine if the school will participate in this Pilot. The vote is whether or not to participate and is not on which Program (A or B) the school will be in.
  - c. If a school votes not to participate, the Area Superintendent will designate another appropriate level school in his/her Area. If a school votes to participate, a flip of a coin conducted by each Area Superintendent will determine which Incentive Pilot Program will be instituted at each school so one elementary, one middle and one high school will participate in Program A and one elementary, one middle school and one high school will participate in Program B in each Area.

**PROGRAM A**

Each full-time employee assigned full-time to a Program A Pilot School for the 2006-2007 school year, at each employee's option, will be awarded 80% of the dollar value, minus standard deductions, for cashing-in up to the first five (5) unused sick leave days accumulated that school year.

For example, an employee is paid at the rate of \$230 per day and uses none of his/her accumulated days of sick leave earned during the 2006-2007 school year as sick leave or for any purpose including personal leave. This employee will be eligible to cash in five (5) of these days at 80% of their dollar value by June 30, 2007, i.e.  $\$230 \times 80\% \times 5 = \$920$ , minus standard deductions. If this same employee uses two (2) days of sick leave for any purpose, including personal leave, during the school year, this employee will be eligible to cash in three (3) of the first five (5) days of accumulated sick leave at 80% of their dollar value by June 30, 2007, i.e.  $\$230 \times 80\% \times 3 = \$552$ , minus standard deductions.

There is no requirement for an employee to cash in any of his/her accumulated and unused sick leave days under this Pilot Program. If an employee is eligible to utilize Appendix J of this Agreement, such employee may elect to utilize Appendix J instead of cashing in unused sick leave days under this Pilot Program.

**ARTICLE VIII—COMPENSATION AND BENEFITS**

**Section R—Attendance Incentive Pilot Programs (cont'd)**

**PROGRAM B**

~~Each full-time employee assigned full-time to a Program B Pilot School for the 2006-2007 school year will be monetarily awarded as follows:~~

~~The total number of sick leave days collectively used for any purpose, including personal leave, by the entire instructional staff (full-time employees assigned full-time to the~~

~~school) during the 2006-2007 school year will be subtracted from the total number of sick leave days collectively used for any purpose, including personal leave, during the 2005-2006 school year. Any net reduction in the total number of sick leave days collectively used will be multiplied by seventy dollars (\$70). This dollar amount will be equally divided among and paid, minus standard deductions, to all full-time instructional staff members who were assigned full-time to the school during the 2006-2007 school year. Sick leave days provided by the CTA Sick Leave Bank to employees assigned to a Pilot school will not be used in determining the number of days used during either the 2005-2006 or the 2006-2007 school years.~~

~~For example, a school has 90 full-time employees assigned full-time to the school during the 2005-2006 school year and collectively used a total of 873 days of sick leave during that school year. During the 2006-2007 school year, this staff collectively uses a total of 180 days of sick leave days for a net reduction of 693 days.  $\$70 \times 693 = \$48,510$ . Each of the 90 full-time staff would receive  $\$48,510 \div 90 = \$539$ , minus standard deductions, by June 30, 2007.~~

- ~~d. The District will study the results of each Pilot Program to determine which Program may have significantly reduced the number of sick/personal leave days used.~~
  - ~~e. The results of these pilot attendance incentive programs will be shared with the Association President and the Superintendent.~~
- ~~2. These pilot programs will terminate at the end of the 2006-2007 fiscal year, but the results of the programs may be used by either the Association or the District as a basis to propose another pilot or a more permanent attendance incentive program(s) to be negotiated and incorporated into the Parties' Collective Bargaining Agreement or incorporated into a Memorandum of Understanding between the Parties.~~

**Tentative Agreement: October 6, 2015**

**ARTICLE IX – SCHOOL REFORM**

**Section A – Reform Panel Requests for Waivers by School Advisory Committees or by Deregulated Schools**

The Parties agree to work cooperatively together as we implement educational reform and innovations for the students of the District. To assist the Parties to develop and foster cooperation and collaboration required to implement successfully reforms and innovations the Parties agree to establish a Reform Panel as follows:

**1. Composition**

The Reform Panel will be comprised of:

- a. Five (5) parents from SACS (jointly selected by the Superintendent and the Association President).
- b. Seven (7) representatives from the Business Community/Network Committee (each School Board member appoints one (1)).
- c. Six (6) representatives from the School District (appointed by the Superintendent).
- d. Six (6) representatives from the Association (appointed by the Association President).

**2. Guidelines**

- a. The panel will be advisory and charged with making recommendations regarding implementation of District wide Blueprint 2000 and District wide school improvement issues.
- b. The Panel will meet at least once each Fall and Spring semesters and at other times as the Panel deems necessary.
- c. The Panel will be advisory to the Board through the Superintendent.
- d. The Chairperson of the Panel will be selected by the members of the Panel.
- e. TDEs will be provided by the Board for its employees who are appointed to serve on the Panel when Panel meetings are conducted during duty time.

**Section B – Requests for Waivers by School Advisory Committees or by Deregulated Schools**

- 1. Prior to any submission of waivers to the Association, the School Advisory Committee's waiver request or a Deregulated School's waiver request must meet with the approval of the District Waiver Committee. The CTA shall be represented and participate in the District Waiver Committee process.

**ARTICLE IX - SCHOOL REFORM**

**Section ~~B~~ A - Requests for Waivers by School Advisory Committees ~~or by Deregulated Schools~~ (cont'd)**

2. Any School Improvement Plan (SIP) developed and approved by a School Advisory Committee which knowingly or unknowingly requires a waiver of this Agreement or constitutes a change in employees hours, terms or conditions of employment ~~or any proposal from a Deregulated school which requires a change in employees conditions~~ as set forth in this Agreement will be submitted by the administration to the Association President in writing for consideration of a waiver. Such submission will be made prior to submission of the issue to the Board.
3. Upon receipt, the Association President or designee will take what actions are deemed necessary to determine whether or not to accept the waiver, reject the waiver or accept the waiver with conditions. The Association President or designee will respond to the request for a waiver within twenty (20) days after receiving it. Upon a request of the Association President, An extension of this time limit may be granted by the administration Superintendent.
4. Any part of a SIP which requires a waiver of this Agreement or which changes the hours, terms or conditions of employment ~~or any proposal from a Deregulated school which requires a change in employees conditions~~ as set forth in this Agreement which is not brought to the attention of the Association as required in #1 above, will be deemed null, void and of no consequence, for either in the past or in the future, when it is discovered unless the Association through #5 below, agrees to a retroactive waiver. Disputes concerning these matters may be submitted to the Grievance Procedure beginning at ~~STEP TWO~~ Step Two.
5. The Association's Board of Directors is the governing body which is authorized to accept waivers, to reject waivers, or to accept waivers with conditions.

*Tentative Agreement: October 6, 2015*

**ARTICLE X – MISCELLANEOUS PROVISIONS**

1. The Board/District and the Association agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed, and that this Agreement represents all items agreed to and that no additional negotiations, unless stipulated in this Agreement, or required by Chapter 447, Part II, Florida Statutes, will be conducted during the life of this Agreement except by mutual consent of the Parties.
2. This Agreement constitutes all Agreements between the Parties for the term of this Agreement and the Board/District shall carry out the commitments contained herein and give them full force and effect as Board policy.
3. Retirement/Insurance Counseling - To the extent ~~of~~ personnel are available, employees will have the opportunity to request, at no cost to the employee, counseling concerning retirement and the insurance coverage that is provided by the ~~Board~~ District.

*Tentative Agreement: March 15, 2016*

**ARTICLE XI – TERM OF AGREEMENT**

Unless otherwise provided herein, this Agreement shall be effective when ratified by both Parties and will remain in full force and effect through June 30, ~~2015~~ 2016.

**APPENDIX A – SALARY SCHEDULE OPEN-RANGE GRANDFATHERED AND PERFORMANCE PAY SALARY SCHEDULES**

2014-2015 Employees' Grandfathered Salary Schedule  
Effective 3/2/15

**PAYMENT FOR TEACHING EXPERIENCE**  
Salaries are based on training and experience. In accordance with the Classroom Teacher Association (CTA) contract, the District will treat years of service out of the District the same as years of experience within the District. Teachers may be given credit for up to 25 years for prior full-time creditable school teaching experience, to be granted on an equitable basis comparable to existing District Teachers.

It is agreed that Employees who completed the 2014-2015 school year by working through the last contractual day (June 5, 2015) will be eligible to receive the negotiated salary adjustment retroactive to March 2, 2015.

2014-15 Salary Schedule	
Step	Salary
1	\$39,780
2	\$39,890
3	\$40,290
4	\$40,800
5	\$41,540
6	\$42,330
7	\$43,560
8	\$44,780
9	\$45,900
10	\$47,040
11	\$48,260
12	\$49,330
13	\$50,670
14	\$52,480
15	\$54,050
16	\$54,540
17	\$57,080
18	\$58,360
19	\$59,630
20	\$61,230
21	\$62,770
22	\$64,910
23	\$66,660
24	\$68,500
25	\$70,370
26	\$72,220
27	\$73,240
LS*	\$75,230



**APPENDIX A – SALARY SCHEDULE OPEN-RANGE GRANDFATHERED AND PERFORMANCE PAY SALARY SCHEDULES (cont'd)...**

Employees, including Permanent Substitutes, will receive a 2% across the board salary increase on their Current 2014-2015 Salary Schedule pursuant to Fla. Stat. Sec. 1012.22(1)(c)(1)(b) prorated to March 2, 2015.

The Parties agree that a new Performance Salary schedule that will be adopted as an Open Range (Minimum-Maximum) Salary Schedule will be negotiated as prescribed in Article VIII, Section A and will co-exist with the Grandfathered Salary Schedule above.

**Effective July 1, 2015 and pursuant to Article VIII, Section A 2 of this Agreement, the new Open Range Performance Pay Schedule will have a minimum base annual base salary of \$39,500 \$40,775 and a maximum annual base salary of \$75,230 \$76,930. This represents an across-the-board salary adjustment of \$1,275 for employees rated "Effective" during the 2014-2015 school year and an across-the-board salary adjustment of \$1,700 for employees rated "Highly Effective" during the 2014-2015 school year. Effective on that same date and pursuant to Article VIII, Section A 2 of this Agreement, the Open Range Grandfathered Salary Schedule will have a minimum annual base salary of \$ 40,774 which is one dollar (\$1) less than the minimum annual base salary on the Open Range Performance Pay Salary Schedule, and a maximum annual base salary of \$ 76,929, which is one dollar (\$1) less than the maximum annual base salary on the Open Range Performance Pay Salary Schedule. This represents an across-the-board salary adjustment of \$1,274 for employees rated "Effective" during the 2014-2015 school year and an across-the-board salary adjustment of \$1,699 for employees rated "Highly Effective" during the 2014-2015 school year. Pursuant to Fla. Stat. §1012.22, any employee moving from the Grandfathered Salary Schedule to the new Performance Salary Schedule will maintain the annual base salary he/she was being paid from the Grandfathered Salary Schedule until such time the salaries on the Performance Pay Salary Schedule are adjusted through negotiations. It is agreed that any salary adjustment to an employee's annual base salary that is on either the Open Range Grandfathered or Performance Pay Schedules is subject to future negotiations between the Parties pursuant to the Preamble of this Agreement and in compliance with State Statutes.**

1. **In the event a retroactive salary increase adjustment, a bonus payment or a cost-of-living adjustment is negotiated, only bargaining unit members who are current employees at the time on the date of Board approval are entitled to the retroactive pay salary increase adjustment, or bonus payments or cost-of-living adjustment. Employees who meet this criterion will receive the retroactive salary increase adjustment for the days they were on paid status during the period of retroactivity. If a bonus payment is negotiated, those employees who meet this criterion will be paid the bonus. If supplements or bonuses are negotiated, unless otherwise stipulated, they will not be considered wage increases salary adjustments and the Parties agree and acknowledge that supplements and/or bonuses are one-time payments and no commitment is made to continue any supplements and/or bonuses in the future. Supplements located in this Appendix and in other Appendices/Sections of this Agreement are not considered to be bonuses, but are payments for having provided additional services; for having earned an appropriate Advanced Degree(s); and/or for having earned and maintained an appropriate National Certificate.**

**APPENDIX A – ~~SALARY SCHEDULE~~ OPEN-RANGE GRANDFATHERED AND PERFORMANCE PAY SALARY SCHEDULES (cont'd)...**

2. Advanced Degree Supplements:

Masters	Add: \$3,000 to Bachelor's
Double Masters	Add: \$4,500 to Bachelor's
Specialists*	Add: \$4,500 to Bachelor's
Doctorate	Add: \$6,000 to Bachelor's

National Certificate Supplements:

National Board Certificate**	Add \$2,000 to Bachelor's
CCC or NCSP Certification***	Add \$2,000 to Bachelor's

\*A degree comparable to the Specialist Degree in Florida, as determined by the District, will be recognized for this advanced degree supplement payment.

\*\*This amount will be paid annually to a holder of a valid National Board for Professional Teaching Standards (NBPTS) certificate, in addition to any supplement amount appropriated by the Florida Legislature, if any.

\*\*\*~~Effective July 1, 2011,~~ This amount will be paid annually to a holder of a valid "Certificate of Clinical Competence" (CCC) certificate or of a valid "National Certified School Psychologist" (NCSP) certificate, for as long as the respective employee remains in a Speech Language Pathologist's/Audiologist's position or remains in a School Psychologist's position. Should a Speech Language Pathologist/Audiologist or a School Psychologist voluntarily leave their respective positions with the District, they will no longer be eligible to receive the Annual National Certificate supplements listed above; **however, if they are involuntarily moved from their respective positions, they will continue to receive the applicable National Certificate supplement listed above for the balance of that school year.**

An employee holding more than one of the following certificates is eligible to receive only one annual supplement: NBPTS, CCC or NCSP.

3. The positions of Speech Pathologist (meeting requirements), School Psychologist, Occupational/Physical Therapist, Audiologist and ROTC employee shall be paid based upon experience, appropriate advanced degree and, if applicable, National Certificate. ~~As provided in Article VIII, Section A 3, b~~ **Notwithstanding** Article VIII, Section A 3, b **or paragraph 6 below**, the minimum entry level for the above positions shall be an annual base salary of ~~\$47,040~~ **\$48,315** effective ~~March 2, 2015~~ **July 1, 2015**, unless otherwise stipulated elsewhere in this Agreement.
4. An exception to the standard established in paragraph 3 above is when the District is required to pay a ROTC employee an annual salary that is greater than that provided by the Grandfathered Salary or Pay-for- Performance **Pay** Salary Schedules. In such cases, the ROTC employee will be paid the higher salary and will not be eligible for future negotiated salary increases until and unless the ~~negotiated Grandfathered Salary or Pay-for- Performance Salary Schedules~~ **on which the employee is paid** provides a higher salary than the salary the District is required to pay the ROTC employee.

**APPENDIX A – SALARY SCHEDULE OPEN-RANGE GRANDFATHERED AND PERFORMANCE PAY SALARY SCHEDULES (cont’d)...**

5. Notwithstanding any other provisions of this Agreement, the salary of an employee granted ~~additional step(s) and/or a higher Grandfathered Salary or Pay for a higher Performance Pay Salary Schedules~~ placement as provided in paragraphs 3 ~~and or~~ 4 above who later moves to a different position that does not provide for ~~additional steps/pay and/or a higher salary~~, **that employee** will have his/her Grandfathered salary or ~~Pay for Performance Pay~~ salary appropriately adjusted ~~at on~~ the ~~time~~ **same date** he/she moves to the different position.
  
6. ~~The Parties agree to increase the daily rate of Permanent Substitutes by 2% effective March 2, 2015.~~ **The Parties agree to use the below “New Hire Salary Placement Schedule” when placing full-time new hires on the Performance Pay Salary Schedule.**

**NEW HIRE SALARY PLACEMENT SCHEDULE**

<u>Prior Years Of Successful Experience</u>	<u>Initial Annual Base Salary</u>
0-2	\$ 40,775
3-4	40,870
5-6	40,960
7	41,055
8	41,165
9	41,565
10	42,075
11	42,815
12	43,605
13	44,835
14	46,055
15	47,175
16	48,315
17	49,535
18	50,605
19	51,945
20	53,755
21	55,325
22	56,815
23	58,355
24	59,635
25	60,905

**This schedule will only be used to determine the initial annual base salary of a full-time new hire and will not be used for any other purpose. A less than full-time new hire’s annual base salary will be based on the number of days and/or partial days for which the new hire is initially employed. The provisions in Article VIII, Sections B “Experience For Salary Defined” and Section C “Year Of Service Defined” will be used in determining what constitutes prior years of successful experience.**

**Tentative Agreement: March 16, 2016**

**APPENDIX B – SUPPLEMENTS**

1. Unless otherwise noted herein, ~~effective July 1, 2007~~, supplements are paid for services/duties performed beyond the regular duty day. Therefore, employees, excluding High School Athletic Directors, receiving any supplements are to teach or carry a full instructional assignment.
2. The Parties agree that when filling these supplemental positions, the responsibilities/duties associated with each supplement may be divided among two or more employees. When this occurs, the supplement's salary will be divided between or among those employees who are sharing the supplement's responsibilities/duties. If the employees sharing the supplemental responsibilities/duties cannot agree on which duties and/or how often such duties are to be the responsibility of each employee, the principal will be asked to intervene to determine which duties and/or how often these duties will be assigned to each employee. When doing so, the Principal will not act in an arbitrary and capricious manner, and his/her decision will be final.
3. The Parties also agree that should the District determine that no employee at a work site is qualified to perform the responsibilities of a particular supplement or if no employee at that work site wishes to fill the supplement, the District may fill the position with an employee assigned to a different work site or with personnel not in the T-bargaining unit.

**CATEGORY 1 - \$5,460 effective July 1, 2007**

- Athletic Trainer
- One per School District – Executive Director High School Athletics

**CATEGORY 2- \$4,915 effective July 1, 2007**

- High School Athletic Director

**CATEGORY 3 - \$4,110 effective July 1, 2007**

- High School Head Coach Football
- High School Band Director
- High School Head Coach Basketball
- School Psychologist Administrative Duties

**CATEGORY 4 - \$3,275 effective July 1, 2007**

- High School Head Coach Baseball
- High School Cheerleading Varsity Coach (2 semesters)
- High School Varsity Female Sports Coach (one supplement for each Varsity Female Sport offered)
- High School Head Coach Lacrosse, ~~Effective July 1, 2013~~
- High School Head Coach Soccer
- High School Head Coach Softball
- High School Head Coach Swimming
- High School Head Coach Wrestling
- High School Head Coach Track
- High School Head Coach Volleyball

**APPENDIX B – SUPPLEMENTS (cont'd)...**

**CATEGORY 5 - \$3,015 effective July 1, 2007**

- High School Assist. Coach Football
- High School J. V. Coach Football
- High School Chorus Director
- High School 9<sup>th</sup> Grade Football Coach
- High School Assist. Band Director
- High School Science Club Advisor/Science Fair Coordinator
- High School J.V. Coach Basketball

**CATEGORY 6 - \$2,500 effective July 1, 2007**

- High School Assist. Athletic Director
- High School J. V. Coach Baseball
- High School J. V. Coach Wrestling
- High School J. V. Female Sports Coach (one supplement for each J. V. Female Sport offered)
- High School J. V. Coach Soccer
- High School J. V. Coach Softball
- High School J. V. Coach Volleyball
- Middle School Athletic Director (10-15 sports)

**CATEGORY 7 - \$2,185 effective July 1, 2007**

- High School Cross Country Coach
- High School Debate Coach
- High School Drama Coach
- High School Head Coach Tennis
- High School Student Government Sponsor
- Middle School Band Director
- All Levels - Special Olympics (Paid to an employee or shared among employees who prepare students for and supervise eligible students at official Special Olympic competitive events.)
- One per School District – County Council of Student Councils

**CATEGORY 8 - \$1,925 effective July 1, 2007**

- High School 9<sup>th</sup> Grade Coach Basketball
- High School Bowling Coach
- High School Assist. Coach Baseball
- High School J. V. Cheerleading Coach
- High School Dance/Drill Team Coach
- High School Golf Coach
- High School Gymnastics/Weight Coach
- High School Assistant Coach Basketball, ~~Effective July 1, 2013~~
- High School Assist. Coach Soccer
- High School Assist. Coach Softball
- High School Assist. Coach Swimming
- High School Assist. Coach Tennis
- High School Assist. Coach Track

**APPENDIX B – SUPPLEMENTS (cont'd)...**

**CATEGORY 8 - \$1,925 effective July 1, 2007 (cont'd)**

- High School Assist. Coach Volleyball
- High School Assist. Coach Wrestling
- High School Newspaper Advisor
- High School Yearbook Advisor
- High School Senior Class Sponsor
- High School 9th Grade Female Sports Coach (one supplement for each 9th Grade Female Sport offered)
- Middle School Athletic Director (5-9 sports)
- Middle School Head Coach Baseball
- Middle School Head Coach Basketball
- Middle School Head Coach Soccer
- Middle School Head Coach Track
- Middle School Head Coach Volleyball
- Middle School Science Club Advisor/Science Fair Coordinator

**CATEGORY 9 - \$1,640 effective July 1, 2007**

- Middle School Athletic Director (2-4 sports)
- Middle School Assist. Band Director
- Middle School Chorus Director

**CATEGORY 10 - \$1,145 effective July 1, 2007**

- High School Junior Class Sponsor
- High School FL. Future Educators Club Advisor
- High School Vocational Ag.
- All Levels - SAC Chairperson (must serve as SAC Chairperson at school employed)
- Middle School Debate Coach
- Middle School Drama Coach
- Middle School Newspaper Advisor
- Middle school Student Government Sponsor
- Middle School Yearbook Advisor
- All Levels SECME Advisory \$1,145 per semester effective July 1, 2007
- One Supplement per Area – District Science/Math Fair Coordinator/Facilitator

**CATEGORY 11 - \$835 effective July 1, 2007**

- High School Future Farmers of Amer. Club Advisor
- Middle School FL. Future Educators Club Advisor
- Middle School Intramural Coordinator
- Elementary Safety Patrol Coordinator
- Elementary Teachers of Tomorrow Sponsor
- All Levels - Academic Games Sponsor \$835 per season effective July 1, 2007

## APPENDIX B – SUPPLEMENTS (cont'd)...

### **CATEGORY 12 - \$575 effective July 1, 2007**

- High School National Honor Society Sponsor
- High School Academic Tournament Sponsor
- Middle School Intramural Sponsor
- Elementary School Math/Science Fair Coordinator
- All Levels - Chess Club Sponsor
- All Levels - Art Exhibitors (Each school is allocated one art exhibit supplement for school-wide, District and/or community exhibits. For other art activities or clubs agreed upon by the art instructor and his/her Principal will count as one of the \$562 effective July 1, 2007.

### **SPECIAL ACTIVITIES**

- High Schools – ~~Effective July 1, 2007~~, one \$562 supplement/75 students
- Middle Schools – ~~Effective July 1, 2007~~, one \$562 supplement/75 students
- Elementary schools – ~~Effective July 1, 2007~~, one \$562 supplement/65 students. A minimum of ten (10) supplements will be allocated to each elementary school.
- High School – Tech Prep and/or Career Academic Coordinator \$2,000 upon completion of all requirements (this payment is contingent on continuation of Federal grant funding).

### **-Middle School – Tech Prep and/or Career Academic Coordinator \$575 upon completion of all requirements (this payment is contingent on continuation of Federal grant funding).**

- Secondary Schools - \$1000 (one-time supplement) to be paid to each fulltime school-based employee assigned to a secondary school (Middle School or High School) who has or adds the Reading Endorsement on his/her Florida State Department of Education issued teaching certificate making the employee certified to teach Reading at the secondary level.

This one-time supplement will be paid after the Reading Endorsement is added to the employee's certificate and will be paid either on the last pay date in June or on the last pay date in December whichever occurs first after the endorsement is added to the employee's certificate.

New employees who resign their employment or whose employment is terminated during their probationary period will not be eligible to receive this stipend. If an employee has received the stipend and his/her employment ends during his/her probationary period, the District may retrieve this supplement from the employee's pay.

**APPENDIX B – SUPPLEMENTS (cont'd)...**

- Elementary Music Coordinator - ~~Effective July 1, 2007~~, \$208 per major production, not to exceed three (3) major productions per school year
- All Levels - High School Department Head/Chair; Elementary Grade Chair; Middle School Department Head/Chair or Team Leader \$235 per member as of Oct. 1 of each year

~~Effective July 1, 2007~~, Middle Schools having both Team Leaders and Department Chairs such Leaders and Chairs will receive \$235 per member as of Oct. 1 of each year.

~~Effective July 1, 2007~~, **NOTE:** In instances when the same employee is both a Middle School Team Leader and a Middle School Department Chair at the same time, such employee will receive \$167 per member of the Department and \$167 per member of the Team as of Oct. 1 of each school year.

-All Levels - Supplemental Hourly Rate - ~~\$20.44~~ **\$25.00**/hour effective ~~July 1, 2006~~ **on the date the School Board approves this Agreement.**

-All Levels - Trainers who provide training for those attending Mandatory In-Service –\$7 per hour in addition to the Mandatory In-Service Hourly Rate.

-All Levels – Professional Development (PD) Contact (one per school) ~~effective January 21, 2011~~: \$700.00  
Professional Development Team Member (per member) ~~effective January 21, 2011~~: \$500.00

High School Professional Development Teams consist of five (5) members and one (1) PD Contact.

Middle School Professional Development Teams consist of three (3) members and one (1) PD Contact.

Elementary, Alternative & Non-Traditional School Professional Development Teams consist of two (2) members and one (1) PD Contact.

- High School Advanced Placement (AP) Supplement - \$50 per student passing an AP exam. (This ratio and payment is contingent on continuation of State AP funding and compliance with the State AP funding formula.)

- High School (~~effective July 1, 2005~~) – Community Service Facilitator: Supplement dependent on the number of students enrolled in and who successfully complete the course(s) “Voluntary School/Community Service” and/or “Voluntary Public Service” that semester, i.e.

(1-25 students - \$510 per semester

26-50 students - \$1,020 per semester; and

51+ students - \$1,530 per semester.)



**APPENDIX F – ADDITIONAL PERIOD SUPPLEMENT**

An employee assigned an additional period of work in middle, high, vocational, alternative and/or special school will be paid the following rates for each additional period of work. An employee assigned to a technical or career center will also be paid this rate for any time in excess of five (5) periods or five (5) hours per day-whichever is less.

Effective ~~July 1, 2013~~ **on the first date of the next earnings period after this Agreement is adopted by the School Board and by CTA: ~~\$23.50~~ \$25.00 per period\***

\*This assumes that the period is less than one (1) hour in duration. If the period is longer than an hour, this rate will be an hourly rate and will be paid proportionately for any ten (10) minute block(s) of time over an hour.

**APPENDIX G – PERMANENT SUBSTITUTE EMPLOYEES AND ~~ADJUNCT EMPLOYEES~~ PAY RATES**

- Daily pay rate for Permanent Substitute Employees:

Effective ~~March 2, 2015~~ **July 1, 2015** - ~~\$154.02~~ **\$158.64** per day.

- ~~■ Hourly pay rate for Adjunct Employees:~~

~~Effective July 1, 2013 – \$23.50 per hour~~

**APPENDIX M – DISTRICT AND SCHOOL TUTORIAL PROGRAM HOURLY RATE**

The hourly rate of pay for tutoring in a District or in a school tutorial program where the employee is paid by the District shall be ~~\$20.44~~ **\$25.00** effective ~~July 1, 2000~~ **upon Board approval**.

09/15/15

Tentative Agreement

V.V.d.

*[Handwritten initials]*

APPENDIX I - GRIEVANCE REPORT FORM



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Grievance Report

FILING DATE

Non-bargaining Unit  Bargaining Unit:  AESOP  CTA  FPSU  PBA

NAME OF PERSON FILING GRIEVANCE (last, first, middle initials)	TITLE	LEVEL/STEP
SCHOOL OR DEPARTMENT		TELEPHONE / FX

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

\_\_\_\_\_

Contract provisions grieved (for bargaining unit employees only)

\_\_\_\_\_

Grievance Statement (include date of occurrence)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Sought

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF PERSON FILING GRIEVANCE      DATE

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

DISPOSITION BY ADMINISTRATION (attach additional sheets if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNATURE      DATE      TITLE / POSITION

09/15/15

Tentative Agreement

~~U.U.R~~ U.U.R

**APPENDIX L – PERC CLARIFICATION MEMORANDUM OF AGREEMENT**

After conferring with legal counsel, both Parties agree that any joint petition to the Florida Public Employees Relations Commission for a unit clarification as agreed to in Article I, Section B of the CTA/School Board Collective Bargaining Agreement would not be proper as the listings of job titles under the heading "INCLUDED" in said Section are not changes, but constitute a re-naming of job titles or a deletion of job titles no longer in existence.

The Parties agree that the new substitute list will be used in the future to describe the members of the bargaining unit and that any of the old titles will automatically become members of the bargaining unit should they be reinstated in the future.

09/15/15

Collective Agreement  
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2015

APPENDIX P – MOU - Extended Hour of Instruction Supplement and Accommodations

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SCHOOL DISTRICT OF PALM BEACH COUNTY (SDPBC)  
AND  
THE CLASSROOM TEACHERS ASSOCIATION (CTA)

Notwithstanding Article III, Section B 1 (a) of the Parties' Collective Bargaining Agreement (CBA) and for the duration of this Memorandum of Understanding (MOU), the aforementioned Parties agree that the District will extend the seven and one-half (7.5) hour contractual duty day up to one (1) hour during the 2015-2016 school year of all employees assigned to Pioneer Park, Northmore, Belle Glade and Canal Point Elementary Schools; and those bargaining unit employees assigned to any additional District elementary schools that may be designated by the Florida Department of Education (DOE) during the summer of 2015 requiring these designated additional elementary schools to extend their instructional day up to an additional hour for the 2015-2016 school year.

Each bargaining unit employee will be scheduled and assigned to provide additional instruction to students on regular student attendance days and will be compensated as follows: Those employees scheduled and assigned to provide up to thirty (30) additional minutes of instructional time will be compensated for one-half hour of the employee's hourly rate of pay, minus standard deductions; and those scheduled and assigned to provide more than a half-hour but not more than a full hour of additional instructional time will be compensated for an additional hour of the employee's hourly rate of pay, minus standard deductions. The hourly rate of pay of a full-time employee is calculated by dividing the employee's annual base salary (including the employee's Advanced Degree supplement, if applicable) by 196 days and then dividing that quotient by 7.5 hours.

When a full-time employee assigned to an extended-hour elementary school takes a full day of sick leave or personal leave he/she will be charged 7.5 hours of such leave for that day. When a full-time employee takes a half-day of sick leave or personal leave he/she will be charged 3.75 hours of such leave. Other incremental use of sick leave/personal leave will be charged in accordance with this pattern.

Any affected employee currently assigned to one of the above listed four (4) elementary schools wishing to be reassigned to a non-extended day District elementary school for the 2015-2016 school year may voluntarily place themselves on the District's UAT list by notifying their Principal in writing on or before May 1, 2015. Upon receipt of such written request to their Principal, and during the UAT Placement Period, each affected employee will be transferred and placed at a non-extended day District elementary school for the 2015-2016 school year in keeping with the UAT Procedures in the Parties' CBA. If the school to which the

09/15/15

SOA

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Agreement  
V.V.Z.

## APPENDIX P – MOU Extended Hour of Instruction Supplement and Accommodations (cont'd)

employee is reassigned is not a Glades School and if he/she was receiving a Glades supplement during the 2014-2015 school year, no Glades supplement will be paid unless the employee resides in the Glades and received a Glades supplement of \$2,200 during the 2005-2006 school year. In such situations and pursuant to the provisions in Appendix D of the Parties' CBA, the employee may continue to receive a Glades supplement of \$2,200 until such time he/she no longer resides in the Glades or until he/she becomes eligible to be paid a higher Glades supplement in the event the employee is transferred in the future to a Glades school.

As mentioned in the first paragraph of this MOU, if any additional District elementary schools are designated and required by DOE to provide up to an additional hour of instruction during the 2015-2016 school year, all employees assigned to these DOE designated District elementary schools for the 2015-2016 school year will also have their contractual duty day extended up to an hour as described in the second paragraph of this MOU. As the Spring UAT period will have concluded by the time DOE may designate additional District Elementary Schools to provide up to an additional hour of instruction for the 2015-2016 school year, any affected employees assigned to one of these DOE designated District elementary schools who feels he/she cannot work additional instructional time may apply for a special Hardship Transfer per the provisions of this MOU set forth below.

Affected employees may request a special Hardship Transfer up to the fifth (5<sup>th</sup>) student attendance day (August 21, 2015) of the 2015-2016 school year. Applications received after that deadline will not be considered. Applications for a special Hardship Transfer must be submitted in writing to both the employee's Principal and Area Superintendent and will be acted on by a special Review Board comprised of two (2) appointees of the CTA and two (2) appointees of the Superintendent. Applications for a special Hardship Transfer must be in writing and include a narrative fully explaining the reason(s) the employee is seeking a special Hardship Transfer. Travel time and/or distances will not be considered valid reasons to seek or to approve a special Hardship Transfer, but a serious medical condition or a serious personal reason which includes, but is not limited to conflicting irresolvable childcare issues or conflicting irresolvable outside work obligations will be given serious consideration provided these reasons can be substantiated to the satisfaction of the members of the Review Board.

Special Hardship Transfer requests will be acted upon on or before September 4, 2015. Until acted upon, employees who have submitted special Hardship Transfer requests are expected to continue to make all necessary arrangements so they can work the extended instructional schedule at their respective school until their special Hardship Transfer applications are approved and finalized; or to continue to work such extended instructional schedule at their school if their requests are not approved.

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JPH U.V. Z

APPENDIX P – MOU Extended Hour of Instruction and Accommodations (cont'd)

A unanimous or majority vote of the four-member Review Board to deny a special Hardship Transfer is not subject to appeal. An evenly split two to two vote is considered a vote to deny the request, but such evenly split two to two vote is appealable to the CTA Executive Director and the District's Chief of Human Resources who will promptly meet to make a final and non-appealable decision. If the CTA Executive Director and the District's Chief of Human Resources cannot agree, with the approval of CTA the issue may be submitted directly to STEP THREE of the Parties' expedited Grievance Process outlined in the final two paragraphs of Article II, Section G, sub-section 8 of the Parties' CBA. While such decision is pending, the employee is expected to continue to make all necessary arrangements to work the extended instructional schedule at his/her school.

An employee hired after May 1, 2015 who agrees to work at an extended instructional day elementary school as a part of his/her employment offer is not eligible to seek a special Hardship Transfer. This eligibility prohibition is applicable for new hires assigned to any of the four (4) listed elementary schools and to any of the DOE designated elementary schools per the first paragraph of this MOU.

Effective August 17, 2015, employees who have been selected by the District to provide up to an additional hour of instruction at their respective schools (any of the four (4) listed elementary schools or any additional elementary schools that are designated and required by DOE to provide additional instructional time to students as set forth in the first paragraph of this MOU) who have school-aged children enrolled in one of the District's After Care Programs will be provided the opportunity to be credited with the cost of providing an additional hour of After Care for their child(ren) that is a direct result of the employee providing additional instruction at their respective school per the provisions of this MOU. Employees eligible for this benefit must complete, submit and return a District form to their respective Principal that will be time and date stamped and then forwarded to appropriate school's After Care Program to allow the employee to receive credit for the last additional hour of After Care service provided his/her child who is enrolled in said After Care Program. If the form is returned to the employee's Principal on or before Friday, August 21, 2015, the employee will receive credit for the last additional hour of After Care services each day for the period August 17-21, 2015 that the child attended After Care. If the form is returned to the Principal after Friday, August 21, 2015, no past credits will be granted and the employee will be granted After Care credit for the last additional hour of After Care services on a go forward basis beginning on the date the completed form is forwarded to and received by the appropriate After Care Program. A separate form must be completed for each child enrolled in a District After Care Program. Forms will be made available to all affected employees once this MOU is signed by representatives of the District and the Association, and thereafter to additional affected employees should additional elementary schools be designated by DOE per the first paragraph of this MOU.

09/15/15

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JPH

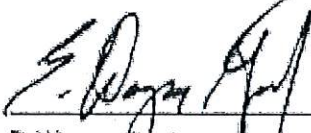
Agreement  
V.U.X.

Appendix P – MOU Extended Hour of Instruction and Accommodations (cont'd)

The Parties agree that all efforts will be made to schedule and conduct any additional professional development and/or in-service activities that are determined by the District to be necessary on already scheduled Professional Development Days and/or In-Service Days. The Parties also agree to limit the number of Faculty meetings to one regular Faculty meeting per month (September through May). If there is an emergency relating to the safety of students and/or employees, an additional brief emergency faculty meeting may be called by the Principal. In addition and notwithstanding this limitation, the Principal may schedule faculty meetings on a Pre-School Day, a Post-School Day, an In-service Day and up to 55-minutes on a Teacher Work Day.


This MOU becomes effective upon the Parties' representatives affixing their signatures below and expires after June 3, 2016, but may be extended with the mutual written agreement of the Parties, unless otherwise required by Florida Statute. In addition, this MOU will be submitted for ratification by members of the bargaining unit and for approval by the School Board along with and at the same time other items are tentatively agreed to during current negotiations on Salary and possibly other items. Until ratified and approved, the Parties agree that this MOU is binding on the Parties and any alleged violations of this MOU may be grieved via the Parties' Grievance Procedure through STEP THREE – binding arbitration.

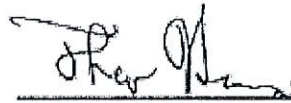
FOR THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

  
\_\_\_\_\_  
E. Wayne Gent  
Superintendent

  
\_\_\_\_\_  
Michael J. Burke  
Chief Operating Officer

FOR THE PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION

  
\_\_\_\_\_  
Dr. Kathryn M. Gundlach  
President

  
\_\_\_\_\_  
Theo Harris  
Interim Assistant Executive Director

09/15/15

Tentative Agreement

U.V.L.

APPENDIX S1 – MOU – Teacher Recruitment Sign-On Incentives

MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN  
THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA  
AND  
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION (CTA)

In an effort to attract and retain high quality instructional employees to The School District of Palm Beach County and advance the District's goals and objectives contained in its Academic Business Plan, the Parties agree this 5<sup>th</sup> day of June, 2015, that regular eligible new hires for the 2015-2016 school year will be provided monetary recruitment/retention incentives from the District as set forth herein for the following schools:

Belle Glade Elementary	Lake Shore Middle
Crossroads Academy	Northmore Elementary
Glade View Elementary	Pahokee Elementary
Glades Central High	Pahokee Middle-Senior High
Gove Elementary	Pioneer Park Elementary
John F. Kennedy Middle	Rosenwald Elementary
KE Cunningham-Canal Point Elementary	

1. The District will provide monetary recruitment/retention incentives up to a maximum amount of five thousand dollars (\$5,000.00) to regular new hires who agree to be assigned to the aforementioned schools and meet the following criteria.
2. To qualify for a recruitment incentive, the regular new hire must agree in writing, by means of a job offer letter provided by the District, that he/she agrees to be assigned to one of the aforementioned schools; that he/she is certified in-field by the Florida Department of Education to instruct one or more of the following grade levels/subjects: Elementary School (including Pre-K and ESE) and in Secondary Schools in the subjects of Mathematics, Science, Reading, English, ESE, and/or Social Studies; and, is assigned to teach in said grade levels/subjects.
3. A recruitment incentive of three thousand dollars (\$3,000.00), minus standard deductions, will be paid to the regular employee who is hired and completes NEO on or before December 18, 2015; and remains an active, regular employee of the District in good standing through the thirtieth (30<sup>th</sup>) calendar day after the employee's official start date.
4. If the employee is hired on or after January 4, 2016 but before March 21, 2016, he/she will be eligible to receive a recruitment incentive in the amount of one thousand five hundred dollars (\$1,500.00), minus standard deductions. This amount will be paid to the regular employee who is newly hired and completes NEO on or after January 4, 2016 but before March 21, 2016; and remains an active employee of the District in good standing through the thirtieth (30<sup>th</sup>) calendar day after the employee's official start date.
5. The regular new hire who meets all aforementioned requirements in paragraph 2, and either paragraphs 3 or 4, above, will receive an additional retention incentive of two thousand dollars (\$2,000.00), minus standard deductions, if he/she completes the school year as a regular employee, is reappointed for the 2016-2017 school year, and affirms in writing his/her



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Tentative Agreement

V. V. L.

APPENDIX S1 – MOU-Teacher Recruitment Sign-On Incentives (cont'd.)

- commitment to remain at the assigned school for the 2016-2017 school year. This amount will be paid within thirty (30) calendars days of June 3, 2016.
6. The maximum recruitment incentive (\$3,000.00) shall be paid to any regular new hire who meets the criteria in paragraph 2 but is unable to successfully complete NEO due to the District's failure to provide the regular new hire with the time required for attendance and/or the information relating to his/her attendance at an NEO.
  7. This MOU may be renewed beyond the 2015-2016 school year upon the mutual agreement of the Parties.

FOR THE PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION

Dr. Kathryn M. Gundlach  
President

Theo Harris  
Interim Assistant Executive Director

FOR THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY

E. Wayne Gent  
Superintendent

Michael J. Burke  
Chief Operating Officer

T.A. 10/16/2015  
JK V.V.L

**APPENDIX T – Employment Contracts**

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

**1. ANNUAL CONTRACTS**

- a. Effective July 1, 2011 and pursuant to Fla. Stat. §1012.335, all employees defined as instructional personnel (excluding substitute teachers) hired by the District after that date will be issued annual contracts, which is defined as an employment contract for a period of no longer than one (1) school year. The initial annual contract will be a probationary contract during which the employee may be dismissed during its term without cause or may be resigned by the employee without it being considered a breach of that probationary annual contract. A probationary annual contract will be issued by the District regardless of previous employment in another school district in or not in Florida. In addition, the District may issue a probationary annual contract if it elects to employ a previous employee of the District who has had a break in service with the District not covered by an authorized leave of absence.
- b. Upon the completion of a probationary annual contract or any annual contract, the District may elect to non-reappoint the employee (i.e. not offer the employee another annual contract which may be done without cause) or to offer the employee another annual contract. However, if the annual contract employee has received two (2) consecutive annual evaluation performance ratings of unsatisfactory, two (2) annual performance evaluation ratings of unsatisfactory within a three-year period, or three (3) consecutive annual performance ratings of needs improvement or a combination of needs improvement and unsatisfactory, notwithstanding Article I Section G of this Agreement the District will non-reappoint the employee and will not offer that employee another annual contract.
- c. Notwithstanding paragraph b above, any annual contract under which the employee is employed is subject to suspension and/or termination during its term for just cause pursuant to Fla. Stat. §1012.335(2)(c)(5). The annual contract employee whose annual contract is suspended and/or terminated during its term may submit a written request for a hearing before the School Board pursuant to Fla. Stat. §1012.335 (2)(c)(4) within fifteen (15) calendar days of receipt of the District's written notice that the employee's annual contract is being suspended and/or terminated and stating the reasons for such suspension and/or termination. It is understood that an employee's annual contract may be non-reappointed without cause even if that employee's annual contract has been suspended and/or terminated and such actions have been appealed. Unless employed under a probationary annual contract, an employee who accepts the District's written offer of employment and who leaves his/her position without prior written release from the District is subject to the jurisdiction of Florida's Education Practices Commission.

09/15/15

Tentative Agreement  
V.V.L.

APPENDIX U – MOU - Test Item Writers/Reviewers – Compensation and Guidelines

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE SCHOOL DISTRICT OF PALM BEACH COUNTY (The District)  
AND  
THE CLASSROOM TEACHERS ASSOCIATION (CTA)  
(Revised March 13, 2015)

Whereas, The School District of Palm Beach County, Florida and the Palm Beach County Classroom Teachers Association believe that it is in the best interest of instructional staff to have additional earning opportunities.

Whereas, both Parties believe that the creation and review of test items for test item banks for end-of-course assessments for courses not measured by statewide assessments is important to improve instructional practices.

Therefore, be it resolved that effective February 12, 2014, both Parties agree to the following conditions of participation of selected teachers in the Central Florida Assessment Coalition (CFAC) test item writing and test item review activities:

- The District shall advertise the temporary supplemental positions of "Test Item Writer" and "Test Item Reviewer".
- Teachers selected must hold a current Florida State Professional teaching certificate or a District Career and Technical Education Certificate.
- Teachers selected are currently employed by the District.
- After being selected to be a Test Item Reviewer or a Test Item Writer, each teacher must participate in an online training program facilitated by CFAC. Teachers will be paid a one-time stipend of \$75 upon successful completion of the training and must participate in the appropriate activity, i.e. test item writing or test item reviewing.
- The rate of compensation for Test Item Writer shall be \$30 per test item written and accepted. In order to be accepted, test items must meet CFAC's and the District's specification for quality and timelines of submission.
- The rate of compensation for Test Item Reviewers shall be \$6 per test item reviewed. Test Item Reviewers will follow all CFAC's guidelines and requirements when reviewing items. Test Item Reviewers will work with a team of one or two other Reviewers as determined by CFAC/District.
- The stipend for test item specification/test blueprint development shall be \$1,000 for those selected to participate in this development.
- This MOU will remain in effect until the number of accepted tests items fulfills the District's commitment to CFAC or until either Party gives written notice to the other that it is cancelling this MOU.
- In addition, each Party may temporarily suspend this MOU by giving notice to the other Party along with the rationale for such suspension.

The Parties further agree that the products of teachers' participation in this project become the property of the CFAC. All draft documents must be destroyed and may not be used for any other purpose

FOR THE PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION

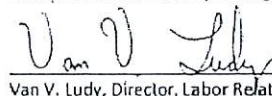
  
Dr. Kathryn M. Gundlach, President

  
Theo Harris, Interim Assistant Executive Director

FOR THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY

  
E. Wayne Geel, Superintendent

  
Michael J. Burke, Chief Operating Officer

  
Van V. Ludy, Director, Labor Relations

09/15/15

Tentative Agreement  
V.V.L.



APPENDIX W – MOU - Lake Shore Middle School

Lake Shore Middle School

Impasse Resolution: March 5, 2015

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SCHOOL DISTRICT OF PALM BEACH COUNTY (The District)  
AND  
THE CLASSROOM TEACHERS ASSOCIATION (CTA)

This MOU is an addendum to the July 1, 2011–June 30, 2014 Collective Bargaining Agreement (CBA). If Lake Shore Middle School remains a District-Managed Turnaround School for the 2015-2016 school year, it is also an addendum to the Parties' successor Collective Bargaining Agreement (CBA) to the July 1, 2011-June 30, 2014 CBA.

As required by the State approved "Turnaround Plan" for Lake Shore Middle School, the Parties to this MOU agree that as a District-Managed Turnaround School, the instructional day for students was required by the State to be increased by an hour over the State-required normal number of hours/minutes of daily instruction; and in addition, up to 120 hours are to be used for tutoring targeted students before and/or after school hours and/or on weekends. To meet this requirement, and notwithstanding Article III, Section B 1a of the Parties' Collective Bargaining Agreement (CBA), the Parties agree that effective August 18, 2014 and thereafter for as long as Lake Shore Middle School remains a District-Managed Turnaround School, the District may select employees from among those employees assigned to Lake Shore Middle School to be scheduled to work an additional hour (8.5 hours instead of 7.5 hours) on student attendance days. Those selected employees will be compensated at their individual hourly rate of pay for as long as they remain selected to work this additional hour at Lake Shore Middle School. The employee's individual hourly rate of pay is calculated by dividing the employee's annual base salary (including any District-recognized Advanced Degree supplement the employee may have) by 196 days and then dividing that quotient by 7.5 hours.

In addition, effective August 18, 2014 and thereafter for as long as Lake Shore Middle School remains a District-Managed Turnaround School, the Principal may select from among those employees assigned to Lake Shore Middle School who volunteer to tutor targeted Lake Shore Middle School students before/after school hours and/or on weekends and/or during the summer. Such selected volunteers will be paid for providing tutorial services to assigned targeted students at the tutorial hourly rate of pay in Appendix M of the Parties' CBA. If an insufficient number of Lake Shore employees volunteer or an insufficient number of these volunteers are selected by the Principal to tutor targeted Lake Shore Middle School students, employees who reside in the Glades will be asked to volunteer to tutor targeted Lake Shore Middle School students before/after school hours and/or on weekends and/or during the summer. From among those who volunteer to provide such tutoring services who are selected by the Principal, they will be paid at the tutorial hourly rate of pay in Appendix M of the Parties' CBA. Finally, if an insufficient number of employees who reside in the Glades volunteer to tutor targeted Lake Shore Middle School students or an insufficient number of these employees are selected by the Principal, teachers assigned to Lake Shore Middle School who did not volunteer to tutor targeted students or who did volunteer but who were not initially selected by the Principal, may be selected and assigned by the Principal to tutor assigned targeted Lake Shore Middle School students before/after school hours and/or on weekends and/or during the summer, unless such employees seek and are granted a written waiver from doing so by the Area Superintendent.

Employees assigned to Lake Shore Middle School who are scheduled to work this additional hour who have school-aged children enrolled in one of the District's After Care Programs are provided the opportunity not to be charged for any additional time their children are required to remain in such After Care Program as a direct result of the employee working this additional hour. Employees eligible for this benefit must complete and return District Form 2476 to the School Site Director of his/her child's After Care Program. Employees submitting these

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Tentative Agreement  
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## APPENDIX W – Lake Shore MOU (cont'd)

Forms at least ten (10) days after the date this MOU is tentatively agreed to will receive credit for the last additional hour of After Care each day effective on the date their child was enrolled in a District After Care Program for the 2014-2015 school year. Forms submitted later than ten (10) days after the date this MOU is tentatively agreed to will be effective on a go forward basis on the next day after the form was properly completed and submitted. A separate form must be completed for each child enrolled in a District After Care Program.

As a result of the District's financial commitment to these selected employees they will be paid their individual hourly rate of pay for working an additional hour on student attendance days at Lake Shore Middle School. Employees at Lake Shore Middle School are also to be paid the Additional Period Supplement pursuant to Article III, Section P 5a & 6 and Appendix F of the CBA when they are assigned to provide instruction for six out of the seven instructional periods on regular student attendance days.

When full-time employees assigned to Lake Shore Middle School are approved to take a full-day of sick or personal leave they shall be charged 7.5 hours of such leave for that day. When full-time employees assigned to Lake Shore Middle School are approved to take a half-day of sick or personal leave they will be charged 3.75 hours of such leave. Other incremental use of sick leave/personal leave will be charged in accordance with this pattern.

The Parties agree to limit the number of faculty meetings to one (1) per month (September through May) if the Principal elects to schedule such faculty meetings; however, the faculty meeting shall be conducted during the work day. If there is an emergency relating to the safety of students and/or employees, an emergency faculty meeting may be called by the Principal in addition to the one faculty meeting mentioned herein. In addition, the Principal may schedule a faculty meeting for up to fifty-five (55) minutes on all Teacher Work Days and/or In-Service Days as specified in the official School District Calendar. Also, the Principal may schedule up to two (2) faculty meetings during pre-school and will pay particular attention to having such faculty meetings on Pre-school days only when necessary and to keeping such meetings as short as possible to provide some additional duty time for employees to use in preparation for the upcoming school year.

Should Lake Shore Middle School remain a District-Managed Turnaround School for the 2015-2016 school year, employees assigned to budgeted positions at Lake Shore Middle School wishing to be reassigned to a non-extended hour District School are encouraged to avail themselves of the voluntary transfer process detailed in the CBA. If said employees are unable to secure an alternate assignment through a voluntary transfer, they may voluntarily opt-out by placing themselves on a Unit Adjustment Transfer (UAT) list by notifying their Principal in writing on or before April 10, 2015 that they wish to be UAT'd to a non-extended hour District School for the following school year. Upon timely receipt of such written notice to their Principal, each affected employee will be UAT'd and will be placed at a non-extended hour District school pursuant to Article IV, Section E 4 of the CBA and this MOU. An employee who is UAT'd is no longer eligible for the full Glades Supplement unless he/she is placed in a Glades non-extended hour District School. An employee who resides in the Glades who is not placed in a Glades non-extended hour District school and who previously received the Glades supplement of \$2,200 before January 1, 2006, will remain eligible to be paid an annual Glades supplement of \$2,200.

An employee wishing to transfer to Lake Shore Middle School during the term of this MOU must first seek and obtain the written permission of the School's Principal before applying for a position at the School and may not list the School on his/her Instructional Placement Preference (IPP) form or on his/her Involuntary Transfer form without the prior written approval of the School's Principal.

The Parties also acknowledge that the prior notification requirements of Article III, Section P 7 e of the CBA were satisfied by the District prior to the start of the 2014-2015 school year, i.e. as a "Priority" School, the District has taken action to establish a seven (7) period instructional schedule at Lake Shore Middle School.

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Tentative Agreement

V.V.Z.

APPENDIX W – Lake Shore MOU (cont'd)

The Parties agree to set aside only provisions of the Collective Bargaining Agreement that conflict with the provisions of this Memorandum Of Understanding, with all other provisions of the CBA to remain in full force and effect.

FOR THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

\_\_\_\_\_  
Michael J. Burke  
Chief Operating Officer

\_\_\_\_\_  
Van V. Ludy  
Director, Labor Relations

FOR THE PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION

\_\_\_\_\_  
Dr. Kathryn M. Gundlach  
President

\_\_\_\_\_  
Theo Harris  
Interim Assistant Executive Director

By affixing their signatures hereto, the representatives of the Parties attest that this Memorandum of Understanding (MOU) is tentatively agreed to this 26<sup>th</sup> day of March, 2015, and will be submitted to both the members of the CTA bargaining unit for ratification and to the School Board for adoption. In the meantime and effective August 18, 2014, the Parties agree to implement the provisions of this tentatively agreed to MOU, pending formal ratification and approval.