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TENTATIVE AGREEMENT October 11, 2016

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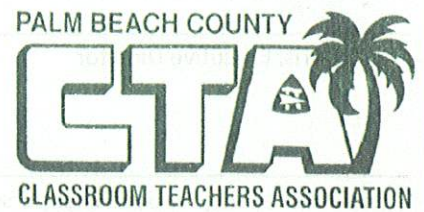
The Collective Bargaining Agreement

Between

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

And

**The Palm Beach County Classroom
Teachers Association**



July 1, 2016 - June 30, 2017

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TENTATIVE AGREEMENT: October 11, 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 April 28 _____, 2016 and was approved by the School Board on March 16 _____, 2016.

Unless otherwise provided herein, this Agreement, shall be effective when ratified and approved by both Parties and shall continue in full force and effect through June 30, 2016 2017. The Parties agree that this Agreement incorporates all written understandings between the Parties entered into prior to the effective date of this 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 2016 17, or earlier, for a successor Agreement prior to the expiration of this Agreement, ~~and that nothing herein prohibits~~ In addition, the Association ~~from participating~~ agrees to participate in reopened coalition negotiations with the District in 2016 for changes in calendar year 2017 and again in 2017 for changes in calendar 2018 as provided in Article VIII, Section H of this Agreement.

IN WITNESS WHEREOF, the aforementioned Parties have executed this Agreement on the 11 day of October 2016.

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

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

Dr. Kathryn M. Gundlach, President

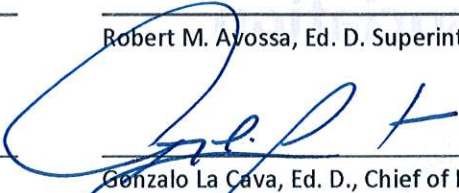
Chuck Shaw, School Board Chairman

William Rizzo, Vice-President

Robert M. Avossa, Ed. D. Superintendent



Theo Harris, Executive Director



Genzalo La Cava, Ed. D., Chief of Human Resources

Patricia Hatch, Negotiations Chairperson

Vicki Evans-Pare, Esq., Labor Relations Director



TA JMA 10/11/16

TENTATIVE AGREEMENT: October 11, 2016

ARTICLE VIII - COMPENSATION AND BENEFIT

Section A – Salary

1. Effective July 1, 2015~~6~~ the Parties agree that the 2014-2015 Grandfathered Salary Schedule in Appendix A is substituted and replaced with a new the Grandfathered "Open Range" (minimum-maximum) Salary Schedule with has a beginning base salary of \$39,500 40,999 and a top annual base salary of \$75,230 78,644. 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.

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 2014-2015-2016 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 2014-2015-2016 school year will have their annual base salaries adjusted as set forth in Appendix A effective July 1, 2015~~6~~. 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.

In addition, ~~effective January 4, 2016,~~ full-time employees who were new hires during the 2014-2015-2016 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 2015-2016-2017 school year will be treated for pay purposes as if they were rated "Effective".

TA. [Signature] 10/11/16

ARTICLE VIII - COMPENSATION AND BENEFIT

Section A – Salary (cont'd)

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 2014-2015-2016 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 2014-2015-2016 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 2014-2015-2016 school year that is less than "Effective" is not eligible to be granted a salary adjustment for the 2015-2016-2017 school year. Notwithstanding the annual salary adjustments set forth in Appendix A, such employees will continue to be paid at their 2014-2015-2016 salary rate plus the negotiated cost of living adjustment of \$365 (which is added to their base salary) during the 2015-2016-2017 school year.

2. 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 2015-2016 2016-2017 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 2016 2017 for a successor Agreement prior to the expiration of this Agreement pursuant to the Preamble of this Agreement.

3. Differentiated Pay Supplements: Differentiated Pay supplements in the amount of one-hundred dollars (\$100) per school year will be paid to employees who meet the following criteria:

- a. Assigned to a Title I School;
- b. Assigned to an "F" rated School;
- c. Assigned to a "Triple D" rated School; and/or
 - i. Instructional Personnel assigned, by job code, in at least one of the following Critical Shortage Areas:
 - Elementary
 - Science
 - Language Arts
 - Reading
 - ESE
 - ESOL
 - Mathematics or
 - Foreign Language

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P.A. [Signature] 10/11/16

ARTICLE VIII - COMPENSATION AND BENEFIT

Section A – Salary (cont'd)

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).

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

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TENTATIVE AGREEMENT: October 11, 2016

APPENDIX A – OPEN RANGE GRANDFATHERED AND PERFORMANCE PAY SALARY SCHEDULES

OPEN RANGE GRANDFATHERED AND PERFORMANCE PAY SALARY SCHEDULES

Effective July 1, 2015~~6~~ and pursuant to Article VIII, Section A 2 of this Agreement, the Open Range Performance Pay Schedule will have a minimum annual salary of \$40,775 ~~41,000~~ and a maximum annual base salary of \$76,930 ~~78,645~~. This represents **a cost of living adjustment of \$365 for all employees on the Performance Pay Schedule. It also represents** an across-the-board salary adjustment of \$1,275 ~~1,000~~ for employees rated "Effective" during the 2014-2015 ~~2015-2016~~ school year **for a total of \$1,365**, and an across-the-board salary adjustment of \$1,700 ~~1,350~~ for employees rated "Highly Effective" during the 2014-2015 ~~2015-2016~~ school year **for a total of \$1,715**. 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 ~~40,999~~ 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 ~~78,644~~, which is one dollar (\$1) less than the maximum annual base salary on the Open Range Performance Pay Salary Schedule. This represents **a cost of living adjustment of \$365 for all employees on the Grandfathered Salary Schedule. It also represents** an across-the-board salary adjustment of \$1,274 ~~999~~ for employees rated "Effective" during the 2014-2015 ~~2015-2016~~ school year **for a total of \$1,364**, and an across-the-board salary adjustment of \$1,699 ~~1,349~~ for employees rated "Highly Effective" during the 2014-2015 ~~2015-2016~~ school year **for a total of \$1,714**. Pursuant to Florida Statute §1012.22, any employee moving from the Grandfathered Salary Schedule to the new Performance Salary Schedule will maintain the annual base salary he/she was being paid from the Grandfathered Salary Schedule until such time the salaries on the Performance Pay Salary Schedule are adjusted through negotiations. It is agreed that any salary adjustment to an employee's annual base salary that is on either the Open Range Grandfathered or Performance Pay Schedules is subject to future negotiations between the Parties pursuant to the Preamble of this Agreement and in compliance with State Statutes.

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

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J.A. [Signature] 10/11/16

APPENDIX A – 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.

*** 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. Notwithstanding Article VIII, Section A or paragraph 6 below, the minimum entry level for the above positions shall be an annual base salary of ~~\$48,315~~ **49,680** effective July 1, 2015~~6~~, 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 Salary Schedule on which the employee is paid provides a higher salary than the salary the District is required to pay the ROTC employee.
5. Notwithstanding any other provisions of this Agreement, the salary of an employee granted a higher Grandfathered Salary or a higher Performance Pay Salary as provided in paragraphs 3 or 4 above who later moves to a different position that does not provide for a higher salary, that employee will have his/her Grandfathered salary or Performance Pay salary appropriately adjusted on the same date he/she moves to the different position.

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TA, 10/11/16 JH

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

6. The Parties agree to use the below “New Hire Salary Placement Schedule” when placing full-time new hires on the Performance Pay Salary Schedule.

NEW HIRE SALARY PLACEMENT SCHEDULE	
Years of Successful Experience	Initial Annual Base Salary
0-2	\$40,775-41000
3-4	40,870-41470
5-6	40,960-41940
7	41,055-42420
8	41,165-42530
9	41,565-42930
10	42,075-43440
11	42,815-44180
12	43,605-44970
13	44,835-46200
14	46,055-47420
15	47,175-48540
16	48,315-49680
17	49,535-50900
18	50,605-51970
19	51,945-53310
20	53,755-55120
21	55,325-56690
22	56,815-58180
23	58,355-59720
24	59,635-61000
25	60,905-62270

This schedule will only be used to determine the initial annual base salary of a full-time new hire or to determine a change in the salary of employees who are subject to paragraphs 3 and 4 above and will not be used for any other purpose. A less than full-time new hire’s annual base salary will be based on the number of days and/or partial

T.A. SJA 10/11/16

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.

It is further agreed that this NEW HIRE SALARY PLACEMENT SCHEDULE is subject to review by the Parties from time to time to be sure no current employee's annual base salary is less than the salary of a New Hire with the same number of years of experience when future Min-Max salary schedules are negotiated and when the passage of time may require such review.

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 effective through June 30, 20167.



