

# **COLLECTIVE BARGAINING AGREEMENT**

**2017-2018 school year**

**Between**

**The Broward Teachers Union**

**And**

**The School Board of Broward County,  
Florida**

**August 16, 2016 — August 15, 2019**

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**ARTICLE ONE**  
**PREAMBLE**

- A. This Agreement is entered into by and between the School Board of Broward County (hereinafter referred to as the Board) and the Broward Teachers Union (hereinafter referred to as the BTU) as the exclusive bargaining agent for members in the teacher's bargaining unit.
- B. This Agreement seeks to establish the processes whereby the goals of all bargaining unit members and the goals of the Board can be coordinated and whereby conflicts can be resolved fairly and expeditiously.
- C. The Board and the BTU through this agreement seek to promote a professional working environment for all employees. Every attempt will be made to ensure that our teachers are the finest in the nation.

## **ARTICLE TWO RECOGNITION**

The School Board of Broward County, Florida hereinafter called the "Board" recognizes the Broward Teachers Union, hereinafter called the "BTU" as the exclusive bargaining agent for the bargaining unit of employees as certified by the Public Employees Relations Commission in Case Number 612, to wit:

**INCLUSIONS:** The following certificated or instructional employees of the School Board of Broward County, Florida: CLASSROOM TEACHERS, (including Full-Time Adult General and Adult Career and Technical Education Teachers), Media Specialists, Studio Teachers, Occupational Specialists, School Counselors, School Social Workers, Family Counselors, Speech Language Pathologists, Resource Teachers, Teachers of Exceptional Children, Guidance Directors, Pre-K Teachers, School Psychologists and any other certificated employees as referenced in Florida Department of Education Certificate Subjects.

**EXCLUSIONS:** All Upper Level Central Administrative Personnel, including: Superintendent; Middle Level Area and Central Administrative Personnel including: Directors, Consultants, Coordinators, Supervisors, Managers, Assistants, Department Heads, Principals, Assistant Principals, Curriculum Specialists, Administrative Assistants, Substitute Teachers, and all other employees who are either hourly-paid, noncertified, or noninstructional who are not included above."

### **ARTICLE THREE DEFINITIONS**

The following terms and corresponding definitions shall be used throughout this contract:

- A. **Superintendent:** The Superintendent or the Superintendent's designated representatives.
- B. **Immediate Supervisor:** The person in an administrative or supervisory position directly responsible for the supervision and direction of an employee and to whom the employee is directly responsible. An immediate supervisor shall be a person who is not a member of the bargaining unit represented by BTU.
- C. **District:** The School Board of Broward County, Florida, and/or its duly authorized representatives or agents.
- D. **Employee:** Any employee in the bargaining unit as defined and certified by the Public Employees Relations Commission (PERC). The terms teacher, bargaining-unit member, and employee as used in this agreement shall have the same meaning.
- E. **Seniority:** The longest uninterrupted service in a position in the bargaining unit represented by BTU.
  - 1. Service shall not be deemed to be interrupted by any leave approved and granted pursuant to this Agreement. An annual contract teacher who receives a satisfactory evaluation who is non-renewed and subsequently rehired for the following school year, shall not have a break in service if he/she works one (1) day more than half of the following school year.
  - 2. An employee who leaves the bargaining unit for one (1) year or less for any position in the district shall return to the bargaining unit with uninterrupted seniority. An employee who leaves the bargaining unit in excess of one (1) year for any position in the district or who has been laid off retains earned seniority and upon return to the bargaining unit, shall resume the accumulation of bargaining unit seniority.
  - 3. Seniority being equal between or among two (2) or more employees, the tiebreakers listed below shall be applied in the following order:

- (a) Longest total service in a bargaining unit position in the district as defined in Article Two, Section A.
  - (b) Longest uninterrupted total service in any permanent certificated or instructional position in the unit.
  - (c) Earliest date reflected by the recommended administrator's signature on the recommendation for employment.
  - (d) Earliest date of application for employment in a certificated or instructional position in the district.
- F. **Contract:** The term "continuing contract" may be used interchangeably with the term "professional service contract" throughout this Agreement. This definition shall not be interpreted to cause an employee to lose any rights under applicable laws pertaining to continuing contracts or professional service contracts.
- G. **Bargaining Agent:** This shall mean the BTU.
- H. **BTU:** This shall mean the Broward Teachers Union and/or its duly authorized representatives.
- I. **Memorandum of Understanding (MOU):** When situations arise to amend or modify contract language concerning terms and conditions of employment, the BTU has a right to enter into any Memorandum of Understanding (MOU).



## **ARTICLE FOUR**

### **PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. **Employees:** No new employee shall be employed who is not fully or provisionally certified in the grade level and/or subject area to which assigned, except when employees with such certification are unavailable or in emergencies. Employees in the district assigned to a grade level and/or subject area outside the scope of their teaching certificates shall constitute the source of availability.

**Career and Technical Education:** To be qualified to teach career and technical education, the verified work experience required for state certification must be in the area of specific subject to be taught. Career and technical employees who qualify on the basis of non-academic preparation must have the six (6) years' verified work experience or equivalent as specified for certification in the specific occupational subject area of the teaching assignment.

- B. **Teaching Assignments:** No employee shall be assigned to teach in a grade level and/or subject area not within the scope of his/her teaching certificate, except where a position within his/her certification is unavailable or when mutually agreed to by the affected employee and principal, or when determined necessary by the principal. Employees assigned to positions outside the scope of their certificates shall be assigned as soon as possible to positions for which they hold certification.
- C. **Tentative Assignments:** Employees shall be tentatively assigned to the same subject area and/or grade level for the forthcoming semester that they held during the previous semester, unless notified two weeks in advance for the second semester, or two weeks prior to the conclusion of an employee's work calendar of the school year for the first semester that the assignment has changed. Employees shall be notified in writing as soon as any change is made in such tentative assignment. The Board agrees to provide the BTU one copy of the "out-of-field" report annually as required by F.S. 1012.42.
- D. **Involuntary Assignments:** An employee involuntarily assigned for one year or less to a position outside the scope of the employee's certification shall not be required to obtain additional training related to the assigned position nor shall evaluation reflect the absence of such training.
- E. **Professional Service Contracts:** Teachers hired with valid continuing or professional service contract in the State of Florida will automatically

have reinstatement of said status upon the successful completion of one year of employment with the SBBC. After such a teacher has successfully completed ninety-seven days of employment with the SBBC, the principal may petition Non-Instructional Staffing to have said status reinstated immediately.

**F. Special Teaching Assignments**

1. Teachers assigned to a school that utilizes the Montessori Teaching methodology and who teaches one or more Montessori Core Courses must successfully complete the American Montessori Society Training Program that is offered by a Board approved institution.
2. Upon entry into a Board sponsored Montessori Training Program, the teacher must agree in writing to accept the assignment to the assigned school for a period not less than five (5) years.
3. Teachers assigned to a school that offers either the International Baccalaureate or Cambridge Training Program and teaches one or more program courses must successfully complete authorized International Baccalaureate or Cambridge Training.
4. Upon entry into a Board sponsored International Baccalaureate or Cambridge Training Program, the teacher must agree in writing to accept assignment to the assigned school for a period not less than three (3) years.
5. A teacher who accepts assignment to a school that offers the Montessori Program and subsequently expresses a professional conflict with the Montessori Teaching Philosophy may, not later than completion of the first Montessori Training course, request release from the commitment referenced in paragraph 2 above and may request the transfer or reassignment pursuant to the provisions of Article Twenty-Five of this Agreement.
6. These provisions apply at the beginning of the 2017-2018 school year as follows:
  - The provisions outlined above shall apply to a teacher entering a Montessori Training Program, International Baccalaureate Training Program, or Cambridge Training Program and who is teaching the required number of classes.

- For teachers who are fully trained and are teaching in such programs, they will not be required to make a five (5) or three (3) year commitment.
  - For teachers who have not completed the training by the beginning of the 2017-2018 school year, they will be required to make a five (5) or three (3) year commitment or can request a transfer or reassignment pursuant to the provisions of Article Twenty-Five of this Agreement.
7. For the Montessori Programs, a teacher who is transferred between elementary/secondary programs may request release from their commitment referenced in paragraph 2 above and may request a transfer or reassignment pursuant to the provisions of Article Twenty-Five of this Agreement.

## **ARTICLE FIVE**

### **CONDITIONS OF EMPLOYMENT**

- A. **Teacher's Primary Responsibility:** The Board and the BTU acknowledge that a teacher's primary responsibility is to teach and that all energies should be utilized to this end. Therefore, the Board agrees that every effort shall be made to relieve employees of all non-professional supervisory and clerical responsibilities such as, but not limited to, playground and other school ground supervision (excluding recess supervision for elementary level students), lunchroom supervision, hallway and restroom supervision, study hall and detention supervision, bus loading and unloading supervision, money collection or transmittal, and various and similar non-professional responsibilities. Such duties shall be assigned to non-bargaining unit employees. Recess in elementary schools shall not be used to replace regularly scheduled physical education programs.
- B. **Materials/Storage:** The Board shall provide each employee with materials required in the daily teaching responsibility, chalkboard/whiteboard space and a hard copy, if available, of the teacher's edition for all texts used. Lockable storage space shall be provided within budgetary limitations; however, the administration will pursue the use of lockable classroom space, teacher preparation/planning areas, and suitable alternatives as agreed upon by the employee in writing.
- C. **Teaching Stations:** The Board further agrees to provide adequate teaching stations for all special service and special subject teachers, including, but not limited to, speech language pathologists, art teachers, music teachers, homebound teachers, reading teachers and counselors. Private office space will be provided to school psychologists and school social workers within the limits of available space.
- D. **Duty-Free Lunch:** All employees shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) consecutive minutes. Employees shall not be required to deliver or pick up their students during this time.
- E. **Length of Workday:** The employees' workday shall be seven and one-half (7 1/2) consecutive hours, including the lunch period. The normal teaching load for assigned classes shall not exceed a daily average of three hundred (300) minutes. Those teachers who teach 360 minutes shall have a workday of no longer than eight and one-half (8 1/2) hours. If a four (4) day work week is implemented, this schedule may be

compressed into that period. Said compression shall not result in the reduction of salary or benefits.

- F. **Employee Facilities:** The district shall designate adequate facilities for employees' lounges, restrooms, preparation/planning in each current and new permanent school. To the extent possible, any such facilities that are reduced to accommodate class size reduction efforts shall be restored as a priority facility expansion when class size limits have been achieved. To the extent possible, such facilities shall be secluded from students.
- G. **Telephones:** Adequate private telephone facilities for the purpose of conducting school business shall be made available in each school for employee use. Employees may use school phones for personal, local calls, provided that there are no charges to the school associated with said phone calls. Long distance calls shall not be charged to school phones. A telephone extension shall be provided in the base office of each employee whose assignment requires the frequent use of the telephone, including but not limited to counselors, school social workers and school psychologists.
- H. **Off-street Parking** facilities shall be provided for employee use at each school.
- I. **Conference Areas:** Private areas for teacher-parent and/or student conference shall be provided in each school by the appropriate administrator.

Conferences with parents are an effective tool to keep parents informed of their child's academic progress and an integral component for monitoring student conduct and performance. Teachers may contact parents in person or by phone for such purpose. Teachers may unilaterally conclude such conferences where the parent chooses to use such a time to criticize or attack the teacher rather than discuss the student's progress. Under such circumstances, the teacher shall notify their administrator by the end of the subsequent work day. Such notification can be done via e-mail. Upon employee request, an administrator shall be in attendance at parent conferences when there is a reasonable expectation of inappropriate behavior toward the teacher by the parent. When possible, the administrator/designee and teacher shall meet prior to the conference to develop a strategy to maximize conference effectiveness for all parties.

- J. **Relief Period:** Each elementary employee, including special subject teachers, shall have at least a ten (10) minute relief period in both the

morning and afternoon each day in a manner to be determined by the employees and immediate supervisor in each school/center. One of the relief periods (i.e. during specials class) shall occur during the student instructional day. An employee with an assignment other than a regular classroom assignment shall not be removed from that assignment to supervise the students of another employee for such relief periods unless such relief periods cannot otherwise be provided, in which case not more than one such assignment per day shall be given.

Each middle and high employee who needs a restroom relief period during instructional time shall have no more than a 10 minute relief period. The employee shall not leave their students unsupervised.

- K. **Faculty Meetings:** Principals shall have the authority to schedule necessary faculty meetings; however, such meetings shall be as brief and well planned as possible. Such meetings shall be used for purposes that cannot be accomplished effectively through other means. Faculty meetings shall be scheduled in a manner that impacts teacher planning time to the least degree possible. If more than one faculty meeting is held in a month, the purpose of the meeting shall be announced to the faculty in advance.

L. **Teacher Planning Days:**

1. **Planning Days:** The school calendar shall contain ten (10) planning days throughout each school year. Five (5) of these days shall occur at the beginning of the school year. On all planning days, teachers shall have one (1) hour for lunch.
2. The Superintendent shall designate two of the five preplanning days with the intent of not scheduling any activities except teacher planning. If the need arises, the affected principal may schedule a staff meeting not to exceed one (1) hours in duration on each of these days.
3. Schools have flexibility on how to utilize up to their allocation of twenty-four (24) hours per year of the total time available for professional development, exclusive of time allocated for teacher planning and preparation. Professional development activities shall be scheduled on planning days and two additional early release days exclusive of the four (4) early release days specified in Section V below.
4. Professional development activities shall be defined as those activities focused on improving student achievement and include,

but are not limited to, collegial conversation, curriculum discussions, teacher training, collaborative planning, department meetings focusing of student achievement, analysis of data for student improvement, etc.

5. A joint school committee comprised of an equal number of SAC Committee members appointed by the principal and the Faculty Council shall be established as the School Professional Development Team. Working collaboratively, they shall conduct an evaluation of the effectiveness of the current professional development activities. They shall examine the utilization of the total time for professional development during the two (2) additional early release days (excluding the four (4) early release days devoted to grades) and the ten (10) planning days for the school year, exclusive of the time allocated for individual teacher planning and preparation.
6. After gathering input from the faculty, the teams shall develop customized activities for the staff development time allotted to the early release days (as stated above) and the ten (10) planning days. If the team is unable to agree upon the activities for the days, the Superintendent and the BTU President shall appoint an equal number of persons to serve on an intervention team to mediate the situation and assist the school in developing appropriate activities. A final appeal may be presented to the Superintendent and BTU President for disposition. A copy of the activities and time allotment shall be provided to the BTU and Employee & Labor Relations.
7. If, after establishing the activities for the early release days and the planning days, the School Professional Development Team determines that additional professional development time is needed to achieve the goals of the SIP, then the school shall initiate a waiver vote for the additional use of up to a maximum of eight (8) additional hours or teacher planning time for professional development purposes. This waiver vote shall follow the waiver vote process contained in Article 15, but shall not be considered a schedule change vote. The waiver and vote results along with the plan for the use of such additional time shall be forwarded to the BTU and Employee & Labor Relations.
8. The Board recognizes teachers as professionals and shall provide the flexibility necessary for each department/grade level to plan and implement such activities.

M. **Use of Planning Days:** Each school's School Advisory Council (SAC), working with teachers appointed by the school's Faculty Council, shall develop a plan on the use of planning days based upon the District Strategic Plan and their School Improvement Plan objectives. For purposes of this project, the Faculty Council at each school shall appoint the following number of teachers to work with the SAC teams:

- |    |  |   |            |
|----|--|---|------------|
| 1. | Elementary Schools, Exceptional<br>& Alternative Education Centers | = | 3 teachers |
| 2. | Middle Schools   | = | 4 teachers |
| 3. | High Schools and<br>Technical Colleges                             | = | 6 teachers |

Prior to development of the plan, faculty teams/ departments/grade levels will be given an opportunity to make recommendations on the use of planning days. The SAC and Faculty Council shall consider faculty recommendations, present the faculty with preliminary plans, and provide them an opportunity to react to the plans prior to their inclusion in the School Improvement Plan.

N. **Access to Buildings:** When school is not in session, employees may have access to the building to voluntarily perform job related duties by arranging such access with the principal. Every reasonable effort will be made to provide access time convenient to the employee.

O. **Interruptions to Teaching:** Unauthorized personnel shall not be allowed to interrupt or otherwise disturb an employee during the performance of his/her professional responsibilities. Observations of an employee's class by persons other than school system personnel shall be allowed only after consent has been granted by the principal or his/her designee, notification to the employee, and proper security clearance has been granted. The visitation shall be scheduled no sooner than two (2) workdays after notification, except in extenuating circumstances as determined by the affected principal. Such observations shall be no longer than one (1) hour in length. Upon request, a building administrator shall be present in the employee's classroom during the entire observation period.

Observations for evaluation purposes shall be governed by the provisions of Article 18 of this Agreement. Observations for other purposes shall occur only after the employee has been notified in advance by the principal.

Employees should be able to perform their professional responsibilities free from unnecessary interruptions or disturbances. To the extent



possible, maintenance, custodial and construction work will be done at a time or in a manner which will not result in interruptions or disturbances of the employee's professional responsibilities. The same shall apply to the use of intercommunication systems.

- P. **Vending Machines:** Profits from vending machines in employee workrooms, lunchrooms or lounges shall be expended for legally permissible purposes as determined by the employees in the school and the principal at the worksite through the faculty council. Vending machines dispensing lunch items are not included in this provision.

If requested, teachers shall be informed of monies collected and/or profits that have been spent from vending machines in employee workrooms, lunchrooms or lounges. The principal shall have one vote as does each Faculty Council member.

- Q. **Equipment:** The Board shall provide cleaning or laundering and maintaining of school-owned physical education and athletic uniforms, uniforms for musical groups, towels, equipment, etc. The Board further agrees to replace stolen, lost, irreparable damaged, or worn-out musical instruments, at least as included on the "basic equipment list" in effect during the applicable school year, to the degree the affected school's finances permit.

- R. **Behavioral Objectives:** The writing of behavioral objectives may be required to determine the broad goals and objectives of employees for their students' expected success; however, the writing of behavioral objectives as a part of their daily lesson plans will not be required.

- S. **Lessons Plans:** Teachers who have less than three (3) years experience in Broward County may be required to submit their lesson plans to the principal on a regular basis with two (2) work days' notice of commencement of a submission schedule.

In recognition of the professionalism of Broward teachers, employees who have more than three (3) years experience in Broward County shall not be required to regularly submit lesson plans, however, any time the principal does request lesson plans, the teacher shall submit the plans with two (2) work days' notice.

All lesson plans may be submitted in hard or electronic form.

Regardless of the years of experience, any teacher who is identified for or engaged in a written plan for improvement may be required to present

his/her lesson plan to the principal on a regular basis. When requested by the principal, the teacher shall submit the plans.

The primary purpose of lesson plans is to guide instruction. The format for daily lesson plans should provide for ease of use by the teacher or substitute and should not be unreasonably complex. Documentation of the incorporation of Sunshine State Standards and teaching strategies required by law, board policy or regulation are part of daily lesson plans.

Daily lesson plans will not require the verbatim duplication of information clearly available by reference elsewhere (does not include computer disks).

T. **Registration:** Schools shall schedule registration periods into the shortest time period possible to assure minimum interference in employee planning and preparation time.

U. **Early Release Time:**

1. The District shall provide that students at each school shall be dismissed two (2) hours early on six (6) days during the school year. Any school may opt-out of providing early release time by a 66 2/3 percent vote of bargaining unit members through the waiver methodology described in Article Fifteen, Section G, 2-4.
2. Four of these days shall be scheduled the day prior to the employee planning day at the conclusion of each grading period. These early release days shall be used by employees for end of quarter activities including but not limited to grading of exams, grade preparation, or other appropriate activities as determined by the employee. The District shall schedule the remaining early release days after consulting with the Broward Teachers Union.
3. The two remaining early release days shall be used in a manner consistent with the procedures below. On these two days, principals may use up to one (1) hour of the two (2) hours of release time to conduct staff meetings or activities that are directly related to school improvement.
4. At all work locations, each department/grade level with the principal's approval shall adopt an objective based on student data and aligned with the school improvement plan and the District Strategic Plan on which to focus its efforts during the school year. Each department/grade level shall then adopt early release day activities that address its established objective. The Board

recognizes teachers as professionals and shall provide the flexibility necessary for each department/grade level to plan and implement such activities.

**V. New Teacher Orientation Program**

1. The parties agree that on an annual basis, newly hired district teachers shall attend a Broward Teachers Union-Broward County School District Orientation Program. Therefore, they shall work 197 days during their first year of employment and their salary shall be based on 196 days. The parties will co-sponsor this event. Events shall not be scheduled at schools or other locations for newly hired employees at the time this orientation program is in session.
2. The parties agree that two (2) orientation sessions will be conducted. New teachers must attend one (1) of the two (2) days. Notification of required attendance at the orientation and the tentative date(s) of the orientation shall be presented to the new teacher upon being hired. New teachers shall be notified of the scheduled date of the orientation as soon as it is established by the parties.
  - a. All new teachers employed as of the first day of the 196 day teacher calendar shall attend the first orientation day which will be conducted prior to the beginning of said work calendar. Exceptions to this requirement may be made by the Superintendent.
  - b. New teachers hired after the first day of said teacher calendar shall attend the second orientation day which shall be conducted on a Saturday or weeknight shortly after the completion of FTE count week. Said date will be mutually agreed to by the parties.
3. **Program Design:** The President of the Broward Teachers Union and the Superintendent shall each appoint two (2) persons to a Committee to design the program. Program design shall allow for BTU and district participation in an equitable manner. Upon completing its' work, the Committee shall make recommendations to both the President of the BTU and the Superintendent for final action.
4. **Cost:** The Board and the Broward Teachers Union agree to equally share the costs of this program. The Board and the BTU shall

each pay for their invited guests other than teachers and for any special equipment required for their activities.

- W. **Employee Input:** As provided by statute, within thirty (30) days after the start of each school year, employees shall be notified in writing of their right to provide input into their administrator's annual performance assessments.
- X. Stewards' planning periods shall be scheduled at the end of the student day, where feasible.

**ARTICLE SIX**  
**GENERAL EMPLOYMENT PRACTICES**

- A. **Physical Examinations:** All employees, upon initial employment, may be required to present evidence of physical ability to perform duties assigned and of being free from communicable diseases. Such evidence, if required, shall be obtained from a licensed physician of the employee's choice. The cost of such examination shall rest with the employee. The Board may require a subsequent physical or psychological examination by a physician, or clinical psychologist or psychiatrist, respectively, licensed in Florida, when in its judgment such an examination is relevant to teaching performance or employment status.
1. The affected employee's immediate supervisor shall submit a request for the examination to the applicable employee and/or department as determined by the Superintendent. If the affected employee requests, he/she shall be provided a copy of the note written by the supervisor which indicates the apparent difficulties the employee is encountering.
  2. The employee has the right to attach a rebuttal statement and to have a pre-examination meeting with the Superintendent's designee to discuss the perceived problems. However, the employee must submit this request in writing to the applicable employee and/or department as determined by the Superintendent within five (5) calendar days of written notification that an examination will be or has been scheduled.
  3. The employee may be represented by a person of their choice. This meeting shall not in any way infringe on the Superintendent's right to require an employee to take an examination called for in this section.
  4. The appointment of the physicians and/or clinical psychologists or psychiatrist to the list shall be made by the local or county respective professional association and the Board shall pay costs incurred for the examination. Under unusual circumstances as determined by the Superintendent, an additional examination can be scheduled.
  5. If a determination is made that no examination is necessary, the parties agree to petition the Department of Library & Information Services for permission to destroy all documents related to the incident.

- B. **Substitute Notification:** Any employee shall not be required to obtain a substitute for himself/herself or for other absent employees. The employee shall have the option of recommending a sub. The recommendation shall be submitted with as much advance notification as possible.

If an employee is not given a substitute job number after contacting the sub locator system, the employee shall notify the designated school-site administrator of the employee's intended absence prior to the start of the employee's regular workday.

Where an employee has secured both a substitute and an authorized TDA, revocation of the TDA shall occur only as a last resort. Should revocation occur, the employee shall have the option of retaking the specific session missed the next available time the course is offered. The required TDA to attend the makeup session may not be revoked. If the workshop/training is offered only once, the TDA will not be revoked.

- C. **Substitutes:** Substitute employees shall be employed for all absent employees, except studio teachers, school counselors, psychometrists, guidance directors, psychologists, school social workers, speech language pathologists, ESE specialists, media specialists, and when the employee and principal agree that employment of a substitute would be inappropriate for certain exceptional children. When it is known that an employee in one of the exceptions listed above will be absent for an extended period of at least twenty (20) consecutive work days, a substitute shall be employed for such absent employee provided that a properly certified/licensed substitute is available. Substitutes may be employed during pre-school or post-school conference periods or on teacher workdays when students are not in session when the principal determines that the situation warrants it. Substitute teachers shall be expected to perform all duties normally performed by the regular employees.
- D. **Covering Classes:** Employees shall not be required to substitute for absent employees. Where substitutes cannot be obtained for an absent employee, temporary coverage will be worked out mutually by the principal and the affected employee. The principal shall establish a list of volunteers and shall rotate requests for coverage among those who volunteer. Where said lists have not been established, teachers shall not be subject to disciplinary action for refusal to cover classes. Employees who volunteer to increase their normal work load by covering the class of an absent employee when no substitute is available shall have their hourly rate increase by twenty-five (\$25) dollars during the period spent covering a class (rounded to the nearest half hour). Employees who volunteer to increase their normal work load by accepting a portion of the

students assigned to an absent employee in order to cover a class when no substitute is available shall have their daily rate increased by twenty-five (\$25) dollars on those days when they accept a portion of the students assigned to an absent employee. Classes will be proportioned as equally as possible. In elementary schools where sufficient volunteers are available, classes shall be divided equally among at least four (4) employees. When volunteers substitute by covering other classes, they are responsible to provide adequate planning for their own classes for the following school day.

- E. **Full-Time Employees:** Substitute teachers, teacher aides, teacher assistants, or education support professionals shall not be employed in or assigned to a teaching position to avoid the employment of a full-time teacher when such a full-time position exists as defined in Article Twenty-Five, Section B, or for other purposes intended to circumvent any provision of this Agreement.

F. **Summer School Employment:**

1. Each summer school center shall advertise all anticipated bargaining unit vacancies no later than sixty (60) days prior to the beginning date for such positions. The notice shall state the title of the position; where to apply for the position; deadline for submitting application; certification required; beginning and ending date of employment; the school where the application is to be sent; and the person with whom applications are to be submitted. Each applicant must apply for at least two (2) summer school locations.
2. All applicants shall be informed of the status of their applications no later than twenty (20) days prior to the beginning date of employment.
3. **Summer School Qualifications:** Assignments to such positions in each summer school center shall be made according to the following ranked criteria:
  - (a) Proper certification is held by the employee.
  - (b) Employee has taught one (1) school year in the subject applied for within the past three (3) years.
  - (c) Applicant is a continuing employee of the district.

- (d) Should the employee receive less than a satisfactory overall end of the year performance evaluation ranking, that employee shall not be eligible for summer employment.
  - (e) Twenty (20) percent of the positions that remain after the superseniority procedures of paragraph 4 below are applied shall be selected based on seniority in the district.
  - (f) Section (e) above notwithstanding, assignments to summer school positions may be made in exceptional student centers, Alternative Education Centers and of school counselors, instrumental music teachers, agriculture/horticulture teachers and media specialists, in which cases seniority within the center or classification shall apply.
4. **Steward Superseniority:** One (1) union steward from each site as determined by the BTU shall be given superseniority. Effective the summer of 2018, assignment of union stewards to summer school positions shall be made pursuant to the provisions of Section F(3) above and will be thirty (30) percent of the total number of budgeted summer school positions.

Not later than March 1st of each school year, the BTU shall provide the Superintendent with a list of the one (1) steward at each school that this section as well as Article Twenty-Five, Section D, 5 applies to. If the steward at a school leaves this position for any reason, the BTU shall immediately notify the Superintendent and provide a replacement name.

- G. **Supervisory Duties:** An employee shall not be required to perform managerial/supervisory duties as an assistant to or a substitute for a principal or other supervisor. However, elementary principals may designate an employee, upon mutual agreement, as teacher-in-charge to act in emergencies when the principal is absent.
- H. **Supervision of Employees:** All employees such as, but not limited to, psychologists, school social workers, and speech language pathologists, whose assignments involve working in or with more than one (1) school shall be under the supervision and direction of and responsible to the appropriate district office administrator or his/her designee.
- I. **Job Descriptions** shall be established by the Board for all bargaining unit positions, including supplementary pay positions. A copy of the job description shall be provided to the employee upon request.



Employees assigned to bargaining unit positions where the job description, board policy, and/or contract requires:

1. a longer calendar,
2. additional compensation,
3. an accompanying supplement, or
4. additional and/or broader job responsibilities,

shall be reassigned out of such positions only by mutual agreement between the supervising administrator and the affected employee, for just cause, or except when such reassignment is necessary for the operational needs of the district.

- J. **Equal Opportunity:** The Board and the BTU are committed to assuring equal educational opportunity for all students, to recognizing the rights and dignity of all persons, and to implementing policies which provide equal opportunity and assure nondiscrimination in employment for all minorities and women. The Board recognizes that minorities and women deserve equal opportunity for employment or promotion and that it has an affirmative responsibility to advance these opportunities.
- K. **Bullying/Harassment:** School Board employees should not be subjected to harassment, abusive language, upbraiding, insults or interference by a parent or other person in the performance of the employee's duties. A principal or assistant principal shall not be considered in violation of this section when providing input during a performance evaluation meeting with a teacher. Bullying/Harassment shall be defined as unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an intimidating, hostile or offensive educational environment, cause discomfort or humiliation, or unreasonably interfere with the individual's school performance or participation.

School administrators should not express unnecessary complaints or criticisms concerning an employee in the presence of other employees, students, or parents. Employee complaints under this paragraph K shall not be subject to the provisions of Article Thirty-Four but shall first be directed to the Chief School Performance & Accountability Officer. If the employee is not satisfied with the disposition of the complaint, the complaint shall be submitted to the Chief of Staff. If the employee is not satisfied with the Chief of Staff's decision, the complaint may be advanced to arbitration for the final and binding decision.

- L. **Back to School Night:** All bargaining unit members may be required annually to attend one (1) back-to-school night. With sufficient reasons,

an employee may be released from attendance of this activity with prior approval of the principal. Such employee shall participate in a similar type activity within the school year as mutually agreed upon by the employee and the principal.

High schools on a 4x4 block schedule may plan a second back-to-school night. Employees who volunteer to attend shall be compensated for three (3) hours at their hourly rate.

Should the employee and principal fail to reach agreement by January 31st, the matter shall proceed to the Chief School Performance & Accountability Officer for final determination. The Chief School Performance & Accountability Officer's decision is exempt from all provisions of Article Thirty-Four.

- M. **Secretarial Services and Clerical Support:** Secretarial services shall be available to elementary School Counselors, ESE Specialists and Media Specialists to perform routine clerical duties (i.e. typing and filing) during periods where workloads are high and to the extent possible as determined by the principal. When media specialists are assigned classes to instruct, their non-instructional workload shall be modified to accommodate these additional instructional responsibilities.
- N. **Trade Organization Membership:** The vocational career and technical department chairperson shall offer input with his/her principal on school/individual membership to the employees trade organization in each vocational career and technical area. The principal shall make the final decision and the school shall assume all costs for membership fees.
- O. **Electronic Grade Books:** The electronic grade book will be used in lieu of the traditional paper grade book when functionally possible at the work location.

The Teacher of Record will input a minimum of three (3) grades by the Interim Period. By the end of each quarter, the grade book will reflect a minimum of nine (9) grades. Recording grades in the areas of related arts and advanced placement subjects will vary.

Standard operating procedures should be followed for incomplete make-up work.

- P. **Sign Out Sheets:** In recognition of their professionalism, employees shall not be required to sign out of their worksite unless leaving the location during work hours.

## **ARTICLE SEVEN HEALTH AND SAFETY**

### **A. Unsafe/Hazardous Conditions:**

1. **Potentially Unsafe/Unhealthy Conditions:** There shall be compliance with all applicable local, state and federal laws relating to health and safety of personnel. Whenever an unsafe or unhealthy condition exists, the employee aware of the condition, shall report to the principal who shall attempt to correct the problem. If the principal cannot correct the problem within ten (10) workdays of the date he/she is made aware of said problem, he/she shall notify the Chief School Performance & Accountability Officer for the purpose of taking appropriate action to investigate and resolve the matter. This deadline may be extended by mutual agreement between the affected principal and building steward. Each site's Faculty Council, or subcommittee thereof, may review health/safety/air quality issues and make recommendations addressing such issues to the site principal/administrator. If a majority of the Faculty Council at a site is not satisfied with the administrator's response and the response of the School Performance & Accountability Office, they may request that the Labor Management Committee review the matters. The District shall provide the BTU with reports of unsafe or unhealthy conditions generated periodically or as a result of a complaint. The school locations will provide the BTU with monthly reports identifying work performed to correct deficiencies.
2. **Immediately Hazardous, Dangerous, or Infectious Conditions:** Employees are expected to use appropriate judgment in evaluating immediately hazardous or dangerous conditions, and notifying the appropriate administrator when they believe an area should not be occupied by students or employees. Administrators shall immediately respond to the employee's concerns regarding hazardous, dangerous, or infectious conditions. In order to ensure the safety of employees and students, the District shall follow the Center for Disease Control protocols when responding to infectious diseases. When receiving a complaint regarding potentially hazardous, dangerous, or infectious situations, the administrator shall notify the School Performance & Accountability office. For the purpose of taking appropriate action to resolve the aforementioned types of situations, the administrator/designee shall contact the appropriate district department (i.e Risk Management, Safety or Physical Plant Operations, etc.) or local

emergency response providers (local police and fire departments). The administrator shall inform the notifying employee of the recommendation received and the action taken.

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

Affected employees may, through their department head, make input to their principal on the type and quality of clothing mentioned above. The principal shall make the final decision on the purchase of clothing.

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

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

- E. **Examining Students:** Employees shall not be required to examine students physically for the presence of any contagious diseases. Employees are encouraged to notify the administration immediately if they suspect a student of having a communicable or contagious disease.

- F. **Air Quality And Health/Safety Committee:** The Broward Teachers Union shall appoint two (2) people to serve on the district's Air Quality Committee. These representatives may bring recommendations and notifications of issues involving Indoor Air Quality to the attention of the Facilities Task Force Committee for appropriate redress. Each site's Faculty Council, or subcommittee thereof, may review health/safety/air quality issues and make recommendations addressing such issues to the site principal/ administrator. If a majority of the Faculty Council at a site is not satisfied with the principal's/administrator's response and the response of the School Performance & Accountability Office as provided in Section A above, they may request that the Labor Management Committee review the matters.

The Labor Management Committee may recommend new/modified contract language and/or school board policy addressing concerns related to health/safety issues affecting bargaining unit members.

- G. **Health/Safety Component:** Each school's School Advisory Council (SAC) shall develop a health and safety component to be included in its School Improvement Plan.
- H. **Labor/Management Meeting:** Any other concerns, not specifically covered herein regarding health and/or safety factors shall be addressed through the county-level Labor Management Committee meetings, Article Thirty, Section G.
- I. **Medical Procedures:** The district shall comply with all provisions of F.S. 1006.062, Medical Procedures. Except in case of emergency, bargaining unit members shall not be assigned responsibility for administering medical procedures or dispensing medication to students.
- J. **Tools for Schools Program:** The district shall implement the Tools for Schools Program and comply with all components of the program in at least 20 additional schools each year until all schools have implemented and comply with said components of the program. Both parties agree to educate employees, BTU stewards and school administrators on the methodologies and need to fully participate in completing surveys in order for the program to succeed. BTU will release a steward at each of the selected schools to participate in training.

## **ARTICLE EIGHT CURRICULUM AND INSTRUCTION**

- A. **Reference Materials:** The Board agrees to continue to make available to employees the reference materials maintained by the district. Principals are encouraged to provide additional reference materials of high use in schools where feasible.
- B. **Materials:** The Board agrees to provide the following materials to the degree finances permit: educational computer software, appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard tests and questionnaires. Adequate and appropriate testing materials, including one (1) complete test kit and an adequate supply of test forms for each test recommended by the current district procedures for identifying exceptional students, shall be provided for each psychologist. The administration and employees shall seek and use the textbooks and supplementary materials which reflect the role and the contribution of minority groups to the history and the scientific and social development of the United States and which do not reflect stereotyping of sex roles or otherwise reflect adversely upon persons because of their sex.

Special subject teachers, who are asked to work with students before or after school, shall be provided with reasonable funds when requested by the teacher and approved by the administration for such programs. Except in case of emergency, expenditures in excess of the amounts approved by the principal shall not be reimbursed. An emergency shall be determined by the principal and such determination shall be made in a reasonable manner.

Itinerant teachers who provide hospital/homebound instruction will be provided a wireless internet card or other technology to ensure internet access for use in their duties.

- C. **Typing/Copying Equipment:** The Board agrees to make available and accessible in each school: typing equipment, copying facilities, and computer equipment with internet access to aid employees in the preparation of instructional materials. Unreasonable restrictions shall not be placed on employees' use of equipment.
- D. **Media Center:** The district will make every effort to continue to provide a media center staffed by a media specialist in each school to supplement and complement the required curriculum.

- E. **Submission Of Grades:** All instruction employees shall not be required to submit grade reports until two (2) hours after the beginning of the planning day following the end of the grading report except for elementary schools, where end of year grades shall be submitted two (2) days prior to the last student attendance day. Career and technical center employees shall submit student grades within three (3) working days prior to the end of any grading period. No employees shall collect postage or money for postage nor to otherwise prepare student report cards for mailing to students.
- F. **Psychologists Information:** Psychologists shall have the right to refuse data or requests, which they consider to be invalid to the diagnostic process based on district and State requirements.
- G. **Changing Grades:** The employee shall maintain the right and responsibility to determine grades and other evaluations of students within the policies of the district and affected State Statutes. Any request to change a grade shall be made in writing to the employee and shall result in a conference with the employee, the principal, the Chief School Performance & Accountability Officer and a BTU representative.

**ARTICLE NINE**  
**DEPARTMENT CHAIRPERSONS, CURRICULUM COUNCILS**  
**AND PROFESSIONAL DEVELOPMENT COUNCIL**

**A. Selection of Department Chairpersons, Grade Level Chairpersons, and Team Leaders**

1. **Selection Process:** The bargaining unit members in each school and center shall meet not later than May 1st of each school year to recommend the name of a qualified unit member who wish to serve as department/grade chairperson or team leader. Bargaining unit members may recommend the name of a non-qualified unit member if the members of the team/department/grade level who meet all supplementary job qualifications decline the position or if no team/department/grade level members meet the minimum job qualifications. The principal shall consider this input and will then submit his/her recommendation to the Superintendent. The Board shall act on the Superintendent's recommendation no later than the last workday in August. The person selected shall be paid in accordance with the salary schedule for said position. (See Appendix F)
2. **Filling A Vacancy During The School Year:** If a vacancy occurs during the school term in a position described above or in case of a newly-created position, such vacancy shall be filled pursuant to the procedure described in Section A.1. above. The input from the bargaining unit members shall be obtained within five (5) workdays of the occurrence of the vacancy and the principal shall submit his/her recommendation to the Superintendent. The Superintendent shall submit his/her recommendation within five (5) workdays of receipt of the recommendation submitted by the principal.\* The Board shall act upon the Superintendent's recommendation at the first Board meeting following receipt and approval by the Talent Acquisition & Operations (Instructional) Department of the qualifications of the applicants.
3. **Appeal Meeting With Principal:** Should employees of the team/department/grade level disagree with the principal's recommendation for the position, a meeting shall be arranged with the principal to discuss the specific reasons for his/her selection. If the principal is unable to resolve the complaint, the employee may present the complaint to the Chief School Performance & Accountability Officer for review.



If the Chief School Performance & Accountability Officer is unable to resolve the complaint, the Superintendent of Schools and the President of the BTU will meet periodically to jointly resolve the unresolved complaints. The resolution at this level is final and binding and shall not be further challenged under Article 34 of the contract.

**\*See Article 19-F-2**

4. **Chairperson/ Team Leader Duties:** The responsibility of the department or grade level chairperson or team leader shall be as prescribed in the Board-adopted job descriptions which may include but not be limited to:

- (a) serving on curriculum councils as set forth in these procedures,
- (b) implementing programs and curriculum adopted by the Board,
- (c) assisting and advising principals in all of the itemized performance responsibilities which are designed to maintain and improve employee performance, and where applicable,
- (d) serving on the Professional Development Council as outlined in the procedures of this Article when duly appointed by the Board,
- (e) Participate with principals and assistant principals in performance assessment conferences for the purpose of assisting unit members in understanding their strengths and possible areas for improvement. Provide coaching opportunities and assist with curriculum development for teachers assigned to their departments/teams.
- (f) serve on professional development teams for teachers who need professional performance assistance.
- (g) monitor the implementation of school improvement plans.

- B. **Release Time:** Department/grade level chairpersons and team leaders will be provided release time to carry out duties contained in their supplemental job descriptions and responsibilities listed in number four (4) above. Elementary schools will provide one (1) day of release time per month (10 months) for up to seven (7) team leaders. Middle, high, exceptional centers, adult, technical centers and community schools will

provide one (1) day of release time per month (10 months) for up to eight (8) department/grade level chairpersons.

ESE support facilitators, autism coaches, and ESE teachers who have an entire class comprised of ESE students shall be provided at least two (2) days of release time. The ESE teachers at each work location shall schedule said days and use this time for the purpose of attending IEP meetings, writing IEP's, completing individualized planning and other appropriate curricular activities for their students. The principal shall approve the scheduling of these days.

**ARTICLE TEN**  
**EMPLOYEE PREPARATION, CONFERENCE AND PLANNING**

- A. For the purpose of this Article, planning shall mean time spent by the teacher to grade papers, develop lesson plans, collaborate with colleagues, and other activities that are of educational benefit to his/her students.
- B. **Elementary Preparation/Conference Time:** Elementary school employees shall have a preparation/conference/planning time totaling not less than sixty (60) minutes per day, excluding relief periods. A maximum of one hundred twenty (120) minutes per calendar month shall be available for use at the Principal's discretion. This time can be used only once per week and will be used in three increments -- two increments of up to forty-five (45) minutes and one increment of up to thirty (30) minutes. Additionally, elementary employees will use the time during which all their students are in special classes such as art, music, or physical education as a preparation/conference/planning period and/or relief period.
- C. **Secondary:** High school and Middle School Employees shall be given one (1) uninterrupted preparation/conference period per day of the same length as the regular class period. Subject to the total school schedule, a maximum of thirty (30) minutes per week at the high school level and a maximum of thirty (30) minutes per week at the middle school level shall be available for use at the Principal's discretion. Every effort shall be made to provide no more than three (3) different course preparations per day.
- D. **Block Schedule:** Middle school and high school employees on a block schedule shall have a preparation/conference time totaling not less than ninety (90) minutes per day, excluding relief periods. A maximum of thirty (30) minutes per week shall be available for use at the Principal's discretion.
- E. **Optimal Time Usage:** Schedules in elementary and secondary schools shall be arranged to provide teachers with preparation/ conference time in the largest units of uninterrupted time possible. If uninterrupted preparation/conference time of the duration required by sections B through D above are not possible, teachers shall be allowed with the agreement of the principal to flex their starting and/or ending times to provide a preparation/conference time in the greatest amount of uninterrupted time possible.

- F. **Change of Teaching Stations:** Regular classroom employees in middle and high schools shall not be required to change subject area teaching stations more than two (2) times during the school day to the extent possible.
- G. **Special Subject Teachers:** Teachers of art, music, physical education, laboratory sciences, media specialists, speech language pathologists, reading consultants, school psychologists, school social workers, school counselors, all special education employees, career and technical college teachers and occupational specialists shall be provided preparation time to the same extent as other employees in the district and the time shall be used for that purpose. Elementary schools shall make every effort to provide special subject teachers with a fair and equitable work schedule. Schools shall not regularly assign school counselors to teach classes unless at least one full-time counselor without teaching responsibilities is available to maintain the counseling program. Every effort shall be made to assign each special subject teacher to his/her own classroom when assigned to instruct students on a regular schedule. When such assignments is not possible, a reasonable period of time shall be allowed for a teacher to move between classes.
- H. **Alternative Teaching Assignments:** Should the District choose to implement multi-grade, combination classes and/or team teaching models, it shall:
1. First solicit volunteers to teach such classes through written notification at each affected worksite. Employees desiring to teach such classes shall file a written statement with his/her school principal of such desire. Voluntary requests shall receive first consideration.
  2. Involuntary assignments shall be made at the discretion of the principal provided the authority is exercised in a professional and fair manner, not arbitrary or capricious. The principal shall advise the employee through a personal interview and in writing that the assignment is being recommended and the reasons therefore.

## **ARTICLE ELEVEN STUDENT DISCIPLINE**

- A. Student discipline is based on the requirement that all students must adhere to a code of behavior and to conform with all school rules and regulations.
- B. **District Discipline Committee:** The Student Conduct and Discipline Code adopted by the Board shall be reviewed once during the term of this contract by a committee appointed by the Superintendent. However, by mutual agreement between the parties, the Code can be reviewed and amended at any time. The Committee shall be comprised of the following individual/groups:
1. Employees, including four (4) elementary, four (4) middle, four (4) high, one (1) exceptional child, two (2) career and technical, (one from a high school and one from a technical center), one (1) guidance, one (1) psychologist, and one (1) social worker. Nine (9) of these employees shall be as recommended by the BTU.
  2. Four (4) parents or guardians, one (1) from each area of the district, selected by parents and guardians in a manner to be determined by the Superintendent.
  3. One (1) elementary, one (1) middle and one (1) high school, and one (1) center principal to be selected by their respective associations.
  4. Three (3) students selected by students in a manner to be determined by the Superintendent.
  5. The Superintendent or his/her designee and two (2) other designees of the Superintendent.
  6. The Chairperson shall be elected by and from the Committee members. The Committee's request for any necessary assistance and other resources needed to complete its function, may be submitted to the Superintendent. Such annual review of the Code shall be completed by May 1st of each year and any revisions of the Code recommended by the Committee shall be acted upon by the Board by July 1st of each year. Upon adoption, copies of the Code shall be distributed to all employees and students.

7. The district shall update the Student Conduct & Discipline Code to reflect full compliance with F.S. 1006.09, (1) (C) which addresses students found to have intentionally made false accusations that jeopardize the professional reputation, employment or professional certification of a teacher.

- C. **Support and Assistance To Employees:** The Board has the responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the classroom and shall provide necessary services for the diagnosis and evaluation of exceptional students, including dispersal of medication, and for processing certificates of exemption from school attendance.

The principal, or in his/her absence, the person designated to be in charge of the school, shall have the responsibility for maintaining overall discipline within the school setting. Further, the principal shall delegate to the employee such responsibility for control and direction of the students as he/she considers desirable or as required by district policy and rules. When and where such responsibility, including dispersal of medication, has been delegated, the employees shall be supported in any reasonable action they may take.

Each pupil enrolled in a school shall, during the time he/she is attending school and during the time he/she is on the school premises, be under the authority of the principal or person designated to be in charge of the school, and under the immediate control and direction of the employee or other member of the instructional staff to whom such responsibility and authority may be assigned by the principal.

- D. **School Board Responsibility:** The Board shall do everything within its legal power to protect and support the principal and employees in their disciplinary role. This shall include, but not be limited to, legal defense or reimbursement in accordance with Florida statutes for any civil or criminal action brought against any employee arising out of and in the scope of his/her employment unless such employee acted in bad faith or with malicious purposes or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, and provided, however, that in any case where the employee pleads guilty or nolo contendere or is found guilty of such action, the employee shall reimburse the Board for the cost of any legal services for which the Board paid. The provisions of this section shall not apply to action of the Board against an employee. Each expenditure of funds for legal defense by the Board shall be acted upon at a public meeting with notice pursuant to Florida statutes. In addition, the Board shall assist the principal, employee and/or other school staff members in bringing about penalties for the

disruption of school functions or assault or battery upon the instructional staff as set forth under Florida Statute 1006.145 and 784.081.

- E. **Classroom Discipline:** An employee may impose customary classroom discipline (except corporal punishment) where necessary in cases of minor infractions and may use such force as is necessary in protection from attack or to prevent injury to himself/herself or another person. The use of reasonable force necessary to isolate the disruptive student from the classroom shall not constitute corporal punishment as defined in accordance with Section C above, and shall not be used as a basis for the suspension of an employee nor for holding an employee liable for such an act unless the force used is degrading or unduly severe as to its nature. The Administration shall, within five (5) days, accurately code student discipline actions in the Discipline Management System.

F. **Student Discipline Plan:**

1. Each school's School Advisory Council (SAC), working with teachers appointed by the school's Faculty Council, shall develop a comprehensive student discipline plan. The administration shall utilize the Administrative Discipline Matrix to ensure consistency of student discipline throughout the District, except when its use conflicts with a student discipline plan developed and adopted through a faculty vote following the process below. If a conflict between the Administrative Discipline Matrix and a school's discipline plan arises, the parties shall form a joint intervention team of two members appointed by each party to meet with the school's discipline committee to resolve any conflict and to ensure that the plan meets the intent of the matrix.
2. The Plan shall incorporate the principles of progressive discipline and provide for clear guidelines and consequences as well as encourage consistency in its school-wide application by teachers and administrators. Discipline procedures such as when and how a teacher should send a disruptive student to the administrative offices should also be addressed. The plan shall include procedures for a teacher to exclude a student from class and for the subsequent development of a behavior contract. The contract shall be developed by the committee recommending placement with input from the student's teacher and shall delineate what further disciplinary action may be recommended should the student violate the behavior contract. Said procedures shall be consistent with Florida Statutes and Board Policy. For the purpose

of this project, the Faculty Council at each school shall appoint the following number of teachers to work with the SAC teams:

- a. Elem. Schools, Exceptional & Alternative Educ. Ctrs.      =3 teachers
  - b. Middle Schools      =4 teachers
  - c. High Schools and Technical Centers      =6 teachers
3. The plans will be developed and submitted as a component of the School Improvement Plan for implementation during the next school year.
4. **Faculty Vote:** Once the above-cited group finalizes the plans, the plans shall be voted on by the bargaining unit members in affected schools and must be approved by 66 2/3 percent of said members in accordance with the provision contained in Article Fifteen, Section G, 2-4 of this Agreement.

The Broward Teachers Union shall receive one (1) copy of each school's discipline plan.

If the plan is not approved, then Section 4 below of this contract shall be implemented.

5. If the faculty at a school cannot agree and approve a discipline plan, then the following provisions shall be implemented:
- a. An employee may remove a student to the principal or his/her designee when the grossness of the offense, the persistence of the misbehavior or disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable.
  - b. Prior to such student being readmitted to the classroom, the principal or his/her designee to whom the student has been removed shall provide in writing to the employee a statement of the specific action taken and the consequences to the student if the incident recurs. The teacher may exclude a student from the class in compliance with Florida Statutes and Board Policy.
  - c. The form shall contain a space where the teacher may recommend a consequence to the principal/ administrator for the offense. The administration shall utilize the Administrative Discipline Matrix and provide an explanation at the request of the referring teacher when the



principal/designee does not follow the teacher's recommendation.

- d. The student referral form must contain a section indicating the specific action taken by the Administration and the consequences to the student if the incident recurs.

- G. **District Standard Referral Form:** There shall be one (1) student referral form used throughout the district (see Appendix D). When appropriate, teachers shall use this referral form to request administrative disciplinary action. Such administrative action shall be noted on the form and the referring teacher shall be provided a copy. A school may request a waiver of the district referral form consistent with the district waiver timeline and contract language concerning student discipline. Should a school be granted the waiver of the referral form, it is not necessary to renew the waiver each year unless the school decides to make a significant revision to the referral form. The referral form included in Appendix D may be modified with the agreement of both parties to achieve the goal of paperwork reduction while maintaining the requirements contained herein.
- H. **Written Statement:** When a student is referred for disciplinary action, the employee shall furnish the principal or designated representative, as promptly as teaching obligations will allow, with full particulars on the problem or incident in writing utilizing the student referral form. In cases where the student has been removed, the principal/designee shall furnish a written response on the referral form prior to returning the student to class. In cases where the student has not been removed from class, the principal/designee's response shall be provided to the employee within two (2) workdays.
- I. **Student Discipline File:** Individual records will be maintained by the principal or his/her designee on student discipline and will be available to employees as an aid for determining disciplinary recommendations concerning particular students.
- J. **Special Assistance:** Whenever it appears that a particular pupil requires the attention of special employees, the Board will take reasonable steps to assist the employee with respect to such pupils. The Board recognizes that the employee shall not be expected to assume the ongoing responsibility for psychotherapy. Additionally, the SIU shall provide schools with a copy of the Student Felony Arrest Information Transmittal for students who have been arrested for a felony crime, and the schools' administration shall provide affected employees with a copy

of the form. Teachers shall keep this information confidential pursuant to the requirements of state law.

K. **Reporting Incidents:**

1. Principals or other appropriate administrators shall be responsible for immediately reporting to the Superintendent, through the Special Investigative Unit, any person who (1) commits assault or battery upon any employee, and (2) any person, excluding a student, who upbraids, abuses or insults any employee during employment, on school property or at a school activity, and (3) any person who is not otherwise subject to the rules and regulations of the school who creates a disturbance on the property or grounds of any school, or who commits any act which interrupts the orderly conduct of a school or any activity thereof.
2. Reports of death, and other threats of a violent nature made against an employee shall immediately be reported to the school administrator who shall immediately notify SIU and the affected employee. The employee shall be given the opportunity to immediately notify law enforcement officials, the union and other appropriate individuals if the employee so desires.

L. **Filing Charges:** The Special Investigative Unit shall make an immediate investigation. The Superintendent or his/her designee shall assist the employee in filing charges against the individual committing such act or acts if the employee chooses to file charges.

M. **Procedures To Correct Misbehavior:** School authorities will endeavor to achieve correction of student misbehavior through counseling, interviews and conferences, which when warranted, shall be extended to include the child's parents. Suspension, alternate school placement, and/or other appropriate action as determined by Board policy, may be imposed for serious or persistent infractions of normal good behavior.

N. **Reimbursement To Employees:** The Board shall reimburse an employee for the cost of reasonable and necessary medical, surgical, or hospital services incurred as the result of any injury sustained in the course of his/her employment, less any such cost paid by district insurance programs or Worker's Compensation.

O. **Field Trips:** Students may be denied the privilege of participating in field trips, social and/or extra-curricular activities if said student(s) have been disruptive, violate the student code of conduct or fail to conform with school rules and regulations. The teacher shall make this initial

decision and inform the affected student and the principal/designee as to the reason for the denial of the privilege.

If the teacher's principal overrules this decision, the employee may appeal, in writing, to his/her Chief School Performance & Accountability Officer within two (2) work days of the principal's decision. The Chief School Performance & Accountability Officer will meet with the affected teacher, a representative of their choice, and the principal. The Chief School Performance & Accountability Officer shall issue a final and binding decision, in writing, within two (2) work days of the meeting. The Chief School Performance & Accountability Officer's decision is exempt from the provisions of Article Thirty-Four of this contract.

- P. **Student Removal and Placement Review Committee:** Within the first four (4) weeks of the school year, the principal shall inform the teachers in writing about the availability, the procedures, and the criteria for removing a student from class and the establishment of the Placement Review Committee. The Placement Review Committee shall be organized according to procedures in Florida Statute and Board Policy.
- Q. **Child Protected Services:** Any person who knows, or who has reasonable cause to suspect child abuse, shall report it to the Child Protective Services. Relaying the information to an administrator does not relieve a mandatory reporter from making contact with Child Protective Services (FSS39.2011).

## **ARTICLE TWELVE REDUCTION IN PAPERWORK**

- A. **Establishment:** The parties recognize the need to minimize the paperwork requirements for bargaining unit members. To help facilitate this objective, the parties agree to establish a district level Data Collection Review Committee.
- B. **Purpose:** The Committee shall study and recommend procedures to the Superintendent for eliminating, reducing, revising and consolidating employee paperwork requirements. This shall include, but not be limited to: initiating a reports/form management system to ascertain that duplications in the collection of data does not exist; ascertaining that reports/form are prepared in a logical and uncomplicated format; reducing the number and complexity of required reports particularly at the school level; recommend the appropriate personnel and/or automated systems to prepare those forms/reports deemed necessary with the intent, where possible, of relieving teachers of this responsibility.
- C. **Composition:** The President of the BTU shall appoint six (6) bargaining unit members and the Superintendent shall appoint five (5) people to the Committee. The members of the Committee shall select a chairperson. The chairperson, or a classroom teacher member elected by the committee if the chairperson is not a classroom teacher, shall service as the district representative in reporting to the School Board and State Board of Education regarding paperwork reduction.
- Term:** Committee members shall serve for a two (2) year term of office and may be appointed for additional terms. If any member cannot fulfill their term, he/she will be replaced by the person who appointed them to finish out the affected term of office. Any Committee member may be replaced at any time by the person who appointed him/her.
- D. **Responsibilities:**
1. The Committee shall meet quarterly on mutually agreed upon times and places.
  2. The Committee is authorized to create subcommittees to accomplish its tasks.

3. Any Committee member who misses three (3) successive meetings shall be removed from the Committee and a replacement shall be designated by the individual who made the original appointment.
- E. The Committee shall issue its written recommendations to the Superintendent no later than the last week in May.
- F. The Superintendent's Form Control Report provided to the Department of Education will also be provided to the BTU.
- G. **Faculty Council/Paperwork:** The Faculty Council or a sub-committee of the Council shall review all forms and other paperwork created at their school and issue non-binding recommendation to the principal for eliminating, reducing, revising consolidating school generated paperwork. If the majority of the affected faculty is dissatisfied with the principal's response to said recommendations, the faculty may request the district level Paperwork Control Committee to review said recommendations. The Committee shall process this review pursuant to the provisions of this article.
- H. The Data Collection Review Committee may recommend new/modified contract language, addressing concerns related to the extensive amount of paperwork required of teachers. Such recommendations will be referred to the Labor Management Committee.

## **ARTICLE THIRTEEN ACADEMIC FREEDOM**

- A. **Democratic Tradition:** The parties agree, within the prescribed course of study of the Broward County public school system, to seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibilities, to inspire meaningful awareness of and respect for the Constitution and laws of the State of Florida and the United States, and to instill appreciation of the values of individuality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for employee and students is encouraged.
- B. **Individual Rights:** Freedom of individual conscience, association and expression shall be encouraged and fair procedures developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.
- C. **Rights of Others:** While the employee must be free to live according to his/her own conscience, so must his/her students and the public he/she serves. The employee may not infringe upon the freedom of students assembled involuntarily by application of attendance laws. Opinion and theory should be clearly stated and identified.

## **ARTICLE FOURTEEN POLITICAL ACTIVITY**

- A. **Political Action:** All employees shall have the entire liberty of political action when not engaged in their employment, provided such action is within the laws of the United States of America and the State of Florida.
- B. **Political Materials:** Use of political material for instructional purposes in the classroom is permitted, but each employee must be accountable that the presentation is open-minded, fair, responsible, and respectful of the differing opinions of others. Use of political material for political purposes in the classroom is prohibited.
- C. **Political Coercion:** All employees shall be entirely free from political domination or coercion, or the pretended necessity of making political contributions of money, other things of value, or engaging in any political work or activity against their wishes under the assumption that failure to do so will in any way affect their status as employees of the school system.

## **ARTICLE FIFTEEN ACCOUNTABILITY**

- A. School-site accountability is an ongoing process through which professionals working as a team have the opportunity for authentic participation in the school and greater responsibility for its process. Those most closely affected by decisions ought to be involved significantly in making those decisions on all issues.
- B. **Committee Involvement:**  
If the Superintendent creates a district-wide Accountability Committee, the President of the BTU shall appoint one (1) member.
- C. **Training:**  
1. Recognizing that professional development skills are vital, the Board agrees to provide inservice training to teachers to the extent funding permits. Training shall be designed to develop and enhance the operations of the SAC and be extended to involve the entire faculty through the various stages of change and school restructuring. The Board and the BTU shall work together in the development and implementation of quality training related to accountability.  
2. School-based accountability funds allocated to the school may be used to support these training efforts.
- D. **Reconciliation/Intervention Team:**  
The parties agree to provide a reconciliation team to assist schools experiencing difficulties in making adequate progress in student achievement or who need assistance in group interactions or with other school conflicts. The Superintendent shall decide the composition of the team, and when a team will be assigned to assist a school. The president of the Broward Teachers Union may make a direct request to the Superintendent to send a team to a specific school. The president of the Broward Teachers Union shall appoint two (2) team members.
- E. **Shared Governance:**  
The parties shall develop a variety of shared governance models which schools may consider. Schools shall select a model that best suits their needs or the staff may develop an alternative model of governance with direct involvement by teachers, other staff and community representatives. Staff approval and commitment to the model is essential. The selected model of governance will be specifically described in each school's improvement plan.



F. **School Advisory Council (SAC)**

1. The President of the Broward Teachers Union shall appoint one (1) teacher bargaining unit member from each school to serve on that school's SAC team. The appointment is for a full school year. If the selected employee must resign from the SAC, the President shall appoint a replacement. The Broward Teachers Union shall provide updated lists of their SAC representatives by September 1 of each year with subsequent changes provided in writing. Also, pursuant to F. S. 1001.452, teachers at each school shall select the teacher representatives on SAC teams.

The BTU president shall appoint one (1) steward/or designee to participate on the community interview/conversation committee as part of the process for the selection of the new principal from their school. The committee's recommendations shall be submitted to the Superintendent of Schools for his/her consideration.

2. **The role of the SAC is to:**
  - (a) initiate, develop, implement and evaluate the School Improvement Plan and other school site issues to professionalize teaching and to improve student performance;
  - (b) request technical assistance and staff development;
  - (c) overseeing subcommittees as a result of action taken by the SAC;
  - (d) others as decided by each school site.

3. **School Improvement Plan (SIP)**

Once the School Improvement Plan is developed by the SAC team it shall be presented to the faculty for final comments or suggested changes before the SAC takes a final vote on its plan.

If the final approved SIP is substantially different from the one shared with the faculty before the SAC voted, the principal and building steward will brief the faculty on the changes. For purposes of this section, the SAC members will determine if the plan is "substantially different." A final copy shall be available for review in the school's media center.

The District will provide a BTU steward signature line on the School Improvement Plan document. Said signature indicates that the steward has knowledge of the School Improvement Plan. The steward may choose not to sign but the signature or lack thereof will not stop the implementation of the Plan.

4. **School Improvement Funding**

The Board shall fully comply with F.S. 24.121 (5) (c) which addresses guidelines for the expenditure of lottery funds. If the Florida Legislature deletes/amends the statute that this section is based on, or the State appropriation ends, this section #4 shall be amended or deleted to reflect the action taken by the Florida Legislators.

G. **Waivers:**

1. The waiver procedures for policies, State Board rules, Florida Statutes, Federal laws, collective bargaining agreements, etc., are contained in the district's Accountability Policy – Policy 1403. Policy 1403 does not apply to the subject matter addressed in Section K of this Article Fifteen, but, Section K shall govern such subject matter.
2. **Time Frame:** All waiver requests must be presented in writing to the faculty not less than three (3) work days before the official secret ballot vote is conducted. The parties agree that the faculty cannot vote on a waiver addressing the same issue more than once each semester.
3. **Secret Ballot Vote:** The vote shall be conducted through a secret ballot conducted by a bargaining unit representative chosen by the entire faculty who shall be responsible for securing ballots during this time. The principal and a representative of the Broward Teachers Union shall be official observers of the election and ballot counting. Waiver request must be approved by 66 2/3 percent of the bargaining unit members in the school and not just those in attendance at the voting meeting (Example i.e. a school with 100 bargaining unit members must have 67 positive votes regardless of the number of bargaining unit members voting. (If the waiver does not affect the entire school, then a vote of 66 2/3 percent of the affected bargaining unit members is necessary.
4. **Notice of Election Day:** The date for the written ballot will be announced not less than twenty-four (24) hours prior to election day and will be conducted at the school. Any bargaining unit member who will be on an approved leave of absence on the day of the official vote shall be provided the opportunity to vote prior to the scheduled official vote as long as the final waiver language is available for review by the affected employee. Absent employees who return to work not later than one (1) work day after the election may procure an absentee ballot at the school, fill it out at the school and turn it in to the person selected by the faculty to conduct the vote.

5. **Challenge to the Voting Procedure:** If the Administration, the affected faculty or the Broward Teachers Union believe that improprieties have occurred with the election, the president of the Broward Teachers Union and the Superintendent's designee shall meet and agree on a remedy.
6. **Community Endorsement and Steward Signature:** After the election is conducted, the waiver request must be reviewed and endorsed by the community at an advertised open meeting. The district will provide a BTU steward signature line on the waiver request form. Said signature indicates that the steward has knowledge of the waiver. The steward may choose not to sign but the signature or lack of a signature will not stop the waiver from continuing throughout the District review process.
7. **Recommendation of the Superintendent:** Without such 2/3 majority vote, a waiver shall still be submitted but will not have the recommendation of the Superintendent of Schools or the President of the Broward Teachers Union. All waivers must be cost neutral. Window periods for waiver submission will be consistent with the district's Accountability Policy.
8. **Waiver Assistance Panel:** All waivers shall be reviewed by a Waiver Assistance Panel. The president of the Broward Teachers Union (designee) shall serve as a member of the Committee. The Committee shall have no veto power.
9. **Impact Bargaining:** If the Broward Teachers Union believes that a waiver request impacts the collective bargaining agreement, the President of the Broward Teachers Union may request impact bargaining pursuant to provisions contained in PERC case law.
10. **Waiver Duration:** Waivers will be for one (1) year duration and non-precedent setting.

A school may request a waiver of the district referral form consistent with the district waiver timeline and contract language concerning student discipline. Should a school be granted the waiver of the referral form, it is not necessary to renew the waiver each year unless the school decides to make a significant revision to the referral form.

H. **Transition Team:**

The parties agree to create a transition team when a new principal is appointed at a school. The President of the Broward Teachers Union

shall appoint one (1) member of the team. The Transition Team will assist in the transition of a new principal so that there is an easy and efficient change of leadership while the school continues to work toward its goal and objectives as specified in the School Improvement Plan.

I. **Funding:**

The Board will provide \$80,000, which shall be used to further the goals of the district's Accountability Program. Specifically, the funds may be spent in such areas, but not limited to: training, release time for teachers working on accountability projects, guest speakers, etc. The BTU will keep a written record of expenditures charged to this fund and shall make this information available to the district.

J. **National Board for Professional Teaching Standards**

The Board shall offer professional incentives/assistance to employees working toward and/or attaining national certification including:

1. Upon completion of the portfolio process, candidates shall receive sixty (60) inservice credits. Candidates who complete the process and do not receive certificates shall receive sixty (60) inservice credits.
2. Upon request, arrangements may be made with the principal to provide one (1) day of release time for the candidates to complete the portfolio. This time shall constitute temporary duty leave assignment consistent with applicable rules and policies.
3. The district shall strive to provide technical assistance for use at home for the completion of the portfolio. Candidates will contact HRD to facilitate assistance with video equipment. Arrangements for the use of the referenced equipment shall be pursuant to board policy.
4. Upon publication by the National Board of the guidelines and procedures for re-certification application, the committee will meet and confer to recommend appropriate incentives.
5. Candidates who receive certification shall receive an additional sixty (60) inservice credits.
6. Candidates who complete the process but do not qualify for certification, have the opportunity to bank their subject areas and retake the exam will be awarded sixty (60) inservice credits if they engage in the retake process.

7. New teachers entering Broward County with NBPTS certification shall be awarded a one (1) time payment signing bonus of one thousand dollars and zero cents (\$1,000.00) after verification by the district of their certification.
8. Up to five (5) mentors who have exceeded ninety (90) hours of mentoring shall be eligible to attend the national conference and the district shall incur the expenses. Selection shall be made on a rotating basis based upon the date the teacher became nationally board certified. Should there be a tie, then selection shall be by seniority. In addition to the five mentors attending, the District shall incur the expenses for up to two (2) mentors making presentations at the conference.
9. Employees not eligible to participate in the National Board Certification Process (currently including but not limited to school social workers, psychologists, occupational and physical therapists, speech language pathologists, adult education teachers, guidance and family counselors, and health teachers) shall be eligible to participate in an alternative program, the Broward County Recognition Program (BCRP). Said program, similar in format to the National Board Certification process, includes portfolio documentation with artifacts, videotaping of job performance, as well as written work samples. Successful candidates participating in BCRP shall receive the negotiated supplement (see Appendix F) for three consecutive years and may be renewed in subsequent years so long as they continue to earn satisfactory annual assessment ratings. Employees forfeiting said supplement due to unsatisfactory annual assessment shall become eligible for and receive payment upon satisfactorily fulfilling the terms of the professional development plan resulting from the unsatisfactory rating and receiving a satisfactory rating. Participation in the BCRP process requires an application fee of \$60.

K. School Schedules

1. Any change in the schedule (in compliance with State Statute) of a Middle School or High School must be the subject of a vote in accordance with the procedures set forth in Section K.
2. A vote to change the total school schedule may be taken for the following school year between the first Monday of October and the second Friday of December from the options in subsection 3.
3. High School and Multi-Level 6-12 School Schedule Options:

- 4x4 A/B Block Schedule (number of periods and preparation/planning will be determined prior to a vote).
- Straight Seven Period Schedule (Six periods of class time and one preparation/conference/planning period).
- \*A/B Block Schedule (Six periods of class time and one preparation/conference/planning period) and as set forth in Article 10(C).
- \*Rotator Seven Period Schedule (Six periods of class time and one preparation/conference/planning period), and as set forth in Article 10(C).
- Eight Period Schedule (Six periods of class time, one lunch period and one preparation/conference/planning period).
- Eight Period Personalization Schedule (Teacher will teach five classes, and in addition, the teacher will supervise a personalization period. During a personalization period/study hall, the teacher is only responsible for taking roll and maintaining order. There is no instructional activity during this block of time; therefore, no evaluative observations shall be conducted.)

\*Employees in the Rotator Seven and A/B Block Schedules do not receive one preparation/conference/planning period every day.

The Superintendent and the Board may add/amend the High School options, stated above, based on the operational needs of the District or Legislative requirements.

4. Schools shall first vote to keep their current schedule. Should the vote be unsuccessful, then an alternate from the list in Section K(3) above will be presented to the BTU-EP bargaining unit for a vote.
5. Schools which are voting to move to a new schedule must commit to a minimum of two (2) years for such schedule. In October of the second year of the adopted schedule, the faculty shall vote to either maintain the current schedule or select an alternate schedule listed in subsection 3 above. If said schedule is approved for a third year, a yearly vote is no longer needed to maintain the schedule unless the School Advisory Council recommends a change.
6. In the event that the BTU-EP bargaining unit does not agree by 66 2/3 percent of the BTU-EP bargaining unit who are actually voting to adopt a new schedule, the school shall remain on the current

schedule. At least 80% of the BTU-EP bargaining unit must vote in order for the election to be valid.

7. The vote shall be conducted through a secret ballot conducted by a BTU-EP steward or designee who shall be responsible for securing ballots during this time. The principal and a representative of the Broward Teachers Union shall be official observers of the election and ballot counting.
8. The date for the written ballot will be announced not less than twenty-four (24) hours prior to the election day and will be conducted at the school. Any bargaining unit member who will be on an approved leave of absence on the day of the official vote shall be provided the opportunity to vote prior to the scheduled official vote as long as the final schedule language is available for review by the affected employee. Absent employees who return to work not later than one (1) work day after the election may procure an absentee ballot at the school, fill it out at the school and turn it in to the person selected by the faculty to conduct the vote.
9. If the Administration, the affected faculty or the Broward Teachers Union believe that improprieties have occurred with the election, the president of the Broward Teachers Union and the Superintendent's designee shall meet and agree on a remedy.

**ARTICLE SIXTEEN**  
**STUDENT TEACHING ASSIGNMENTS**

- A. **Qualifications To Be A Supervising Teacher:** Employees supervising student teachers shall be employees with three (3) or more years' experience except that where such employees are not available in a particular subject area or grade level. The principal may assign any employee who will voluntarily accept the assignment of supervising the student teacher.
  
- B. **Number of Student Teachers:** No employee shall accept and supervise more than one (1) full-time student teacher per semester. Any remuneration paid the district for accepting such student teacher shall be paid in full to the employee. In cases where college credit tuition waivers are given instead of remuneration, the employee shall accept the college credit tuition waiver.
  
- C. **Student Teacher As Substitute for Classroom Teacher:** No student teacher shall be used as a substitute teacher nor shall any student teacher be placed in sole charge of a classroom until the college or university supervisor, the employee, and the principal have mutually agreed that such experience is desirable.



## **ARTICLE SEVENTEEN FACULTY COUNCILS**

- A. **Establishment:** A council composed of bargaining unit members shall be established in each school. Bargaining unit members who are assigned to a work location other than a school may also form a council provided that at least three (3) members are assigned to the location. The Council may request and shall be granted a meeting with the affected principal at any time during the school year on a mutually agreeable date and time.
- B. **Purpose:** The purpose of the Council is to offer input from the faculty to the principal concerning any matters pertaining to the operation of the educational program of the school. However, pending grievances may not be discussed. Recommendations of the Council shall be given full consideration by the principal.

**School Budget:** In order to provide appropriate input, the BTU steward shall be provided a complete copy of his/her school's budget. Recommendations of the Council shall be given full consideration by the principal.

- C. **Composition of the Faculty Council shall be as follows:** In addition to the designated BTU steward, one-half (1/2) of the Council shall be composed of members of the bargaining unit designated by the union and one-half (1/2) of the Council shall be composed of members of the faculty elected by the faculty. Faculty Councils shall be established within thirty (30) days of the effective date of this contract. The number of members shall be as follows:
1. Elem. Schools, Exceptional & Alternative Educ. Ctrs. = 5
  2. Middle Schools = 7
  3. High Schools and Technical Colleges = 11

The composition of the Council may differ from the one listed above by mutual agreement between the principal and a majority of bargaining unit members at each school. Schools that choose a different method for selection and composition of the Council shall report their method to the Board's Department for Employee & Labor Relations, who shall in turn notify the BTU.

- D. **Length of Office:** The term of office for members of the Council shall be for one (1) school year.

- E. **Meetings:** Faculty Councils are authorized to meet as often as necessary for the purpose of considering recommendations to be presented to the principal. Upon notification by the BTU designated steward that an election is necessary, the principal shall, in a timely manner, call a faculty meeting for this purpose. The Council shall elect a chairperson.

**ARTICLE EIGHTEEN**  
**DUE PROCESS/PERSONNEL FILES/EMPLOYEE EVALUATION**

**A. UNION REPRESENTATION:**

1. **Written Notification of Reasons for Conference:** An employee shall be given three (3) work days notice of a scheduled conference with the principal or any other supervising administrator (designee) for the purpose of taking disciplinary action and a written statement of the reason(s) for the conference except in cases deemed to be an emergency. For example, if the principal schedules the conference for a Wednesday, the employee must be notified on a Monday.
2. **Notice to the Employee by the Administrator:** Any employee summoned to the office of a principal or any other supervising administrator (designee) for a conference for the purpose of taking disciplinary action or issuing a reprimand (this excludes informal warnings, criticisms, or suggestions for improvement) shall have the right to request BTU representation and shall be informed of this right. **When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the BTU is present.** It is the employee's responsibility to have a BTU representative present within three (3) working days of such request.
3. **During the Meeting:** If during the course of a meeting that was not called for the purpose of issuing a reprimand, the necessity develops for issuing one, the principal shall notify the employee at that time that he/she is entitled to BTU representation. **When BTU representation is requested and the employee is to be represented by the union, no action shall be taken with respect to the employee until such representative of the BTU is present.** It is the employee's responsibility to have a representative present within three (3) working days of said request.

**B. EMPLOYEE RIGHTS:**

Evaluation data is used to develop ratings which are recorded within the evaluation instrument. The evaluations become part of the employee's personnel file. Data is used in decision-making for personnel selection, training, promotion, placement, and other matters consistent with

School Board policy. The following procedures apply to special situations:

1. **Discipline and Renewal:**

- a. **Progressive Discipline:** Any discipline of an employee shall be for just cause. The parties agree that the concept of just cause embodies the principles of progressive discipline appropriate under the circumstances. Disciplinary procedures may include but are not limited to: verbal/written reprimand, suspension, demotion and termination. The decision of the district not to renew teachers with less than three (3) years of experience in Broward County shall not be subject to this section.
- b. **Probationary Period:** It is the intent of the parties to assure that an environment exists that encourages the success of employees on an initial probationary contract. Prior to making a recommendation for termination of an employee during an initial probationary period, the Chief School Performance & Accountability Officer shall review the recommendation and shall have the option of offering the employee a transfer to another location, which may offer the employee a greater chance for success. The decision of the Chief School Performance & Accountability Officer shall be final and binding, and the decision shall not be subject to the grievance procedure in Article 34. Nothing in this subsection shall be deemed to waive the rights of an employee under local, state or federal law.

2. **Complaints on Employees:** No action against an employee shall be taken on the basis of a complaint by a parent or student or other individual nor any notice of such action or complaint shall be included in the employee's personnel file, unless the matter is first reported to the employee in writing and the employee has had the opportunity to discuss the matter with his/her principal.

3. **Investigation of an Employee:** No investigation of an employee, beyond preliminary inquiry, by the Special Investigative Unit may be undertaken without written notice to the employee, such notice to include a statement of the cause giving rise to the investigation. Any information relied upon by SIU to take or recommend disciplinary action against an employee shall be provided to the employee and/or the BTU upon request.

4. **Recommendation for Dismissal:** If an educator is placed on a Performance Development Plan (PDP), any recommendation for dismissal of an employee because of ineffective performance, as specified on the educator's PDP, shall not be made prior to the conclusion of a time period as set forth in the PDP for the purpose of correcting such deficiency or deficiencies.
5. **Conferences:** Any conference or hearing with an employee regarding dismissal, non-renewal, suspension, demotion, or other discipline shall be conducted in a manner so as not to abrogate the employee's rights according to law and the provisions of this contract.
6. **Refusal To Sign Documents:** An employees refusal to sign evaluation forms and any disciplinary action forms that may be required/generated under the provisions of this article, shall not constitute any grounds for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its content.

C. **REEMPLOYMENT OF ANNUAL CONTRACT EMPLOYEES:**

1. **Notice:** All annual contract employees whose contracts are not being renewed shall receive written notice of same no later than one month prior to the last workday of the regular school year. Any such employee not given such notice two weeks prior to the last workday of the regular school year shall be reemployed for the following school year.
2. **Reemployment:** Annual contract teachers who receive an evaluation rating of Effective or Highly Effective based on the portion of the evaluation available at the time of contract renewal shall be provided an instructional position provided that a funded position for which they are certified exists at the school/department where they are currently employed. An annual contract teacher rated Highly Effective on the portion of the evaluation available at the time of contract renewal shall have the contract renewed for the following year provided a funded vacant position equivalent to their current assignment exists in the District. An opportunity for interviews to continue employment within the District (i.e. job fair) shall be provided for the rest of the Effective and Highly Effective employees within two (2) weeks after the close of the school year.

3. **Involuntary Transfer:** It may be necessary to surplus an annual contract teacher who has been renewed under the provisions of this section to another school. The following procedures shall be utilized:
- a. Surplussing shall occur in accordance with Article Twenty-Five, Section D of this agreement, Involuntary Transfers.
  - b. The Division of Human Resources & Equity shall be responsible for placing employees who meet the provisions of this section.
  - c. If an instructional position is not available for which the affected employee is certified by the commencement of the subsequent school year, the Division of Human Resources & Equity shall place the affected employee on a waiting list until a position for which the teacher is certified becomes available. The employee shall not be on the district's payroll until a job becomes vacant.
  - d. If an annual contract teacher refuses a job offer, the Board is relieved of its obligation to employ said person.
  - e. If a position for which the affected person is certified is not available, the Board is not obligated to offer the affected teacher an alternative/dropout prevention position unless the Superintendent and affected employee agree to do so.
  - f. The placement of a surplussed continuing contract professional services contract employee shall always receive preference over the placement of a surplussed annual contract teacher.
  - g. **Assistance:** Consistent with this system, every effort shall be made by the district, through assessment and consultation, to assist annual contract employees to attain the desired level of competence that will result in a recommendation for continued employment.

D. **PERSONNEL FILE - ACCESS AND SECURITY**

1. **Number of Files:** There shall be no more than two (2) personnel files maintained for each employee. The official file will be maintained at the district Employment Center. In the event two (2) such files are maintained, one (1) shall be kept in the principal's or

director's office at the school or other location where the employee is then employed. Each document placed into the employee's file maintained in the principal's or director's office shall be duplicated and the original transmitted to the district Employment Center for inclusion within the employee's file maintained at the district Employment Center. When the employee transfers to another school within the district, the file will be transferred with the employee. When the employee leaves the district, the file maintained in the principal's or director's office may remain there for up to three (3) years or be destroyed if the principal leaves the school within the three (3) year period.

2. **Entries Log:** Each personnel file shall contain a form titled "Log of Entries" to include all of the following information regarding certificates, commendations, assessment documents, disciplinary matters and complaints placed in the files: (1) a brief description of the time; (2) the date shown on the item; (3) the date the item was first placed in the file; and (4) the identification of the source of the item.
3. **Anonymous Items:** No item from any anonymous source may be placed in the personnel file. Any item(s) detrimental to an employee's employment status and which are without substance, no longer pertinent, or otherwise inappropriate may be removed from the employee's personnel file upon request by the employee to the Superintendent, provided that the Superintendent's refusal to do so may be subject to the grievance procedure.
4. **Investigative File:** The file established by the district as a result of any investigation of an employee is not one of the two personnel files listed above. Access to a file dealing with an investigation shall be in accordance with the provisions of Florida Statute 1012.31. If the preliminary investigation is concluded with the finding that there is not probable cause to proceed further and with no disciplinary action taken or charges filed, then the district will ask the Department of State, Division of Library and Information Services, for permission to destroy the investigation file.
5. **Notification To Employee:** Items may not be placed in an employee's official personnel file unless the item has been made known to the employee, pursuant to the methodology described in Florida Statute 1012.31(2)(c). In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to

the provisions of Article Thirty-Four of this contract. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and to have the response attached to such item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents.

6. **Review and Copying of File:** Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file. A representative of BTU may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of the employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the administrator responsible for the safekeeping of such file. An employee's personnel file shall be open to inspection pursuant to the criteria and requirements in Florida Statute 1012.31.

E. **Broward Instructional Development and Growth Evaluation System (BrIDGES)**

1. **Responsibilities of the System**

- a. **Responsibilities:** The following persons, groups, departments, and offices are responsible for implementing components of the BrIDGES.

1. **Administrators**

The principal, assistant principals, and District administrators who have bargaining unit members within their department shall implement IPAS BrIDGES. Administrators are responsible for ensuring that each instructional employee is oriented to the system and that the required evaluation is completed.

2. Assessors shall be credentialed on BrIDGES prior to having access to the system.
  3. Administrators will initiate a face-to-face post-conference after every formal observation, within ten working days of that observation.



4. Administrators will finalize all informal and walk-through observations within ten working days of that observation.
5. If/When an assessor gives a “Not Using,” the administrator shall provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth. If/When an assessor gives a “Beginning” datamark, the administrator may provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth.

b. **Teachers**

1. Educators shall participate annually in the evaluation orientation, review procedures, review criteria, and request assistance related to their performance, as needed.
2. If an educator has concerns about an informal/walk-through observation, the educator must initiate a follow-up conference with the assessor within ten workdays of the submitted observation. If an educator has concerns about a formal observation, the educator must initiate a follow-up conference with the assessor within ten work days of the post-conference.
3. If no post-conference is initiated by administration, within ten working days after a formal, and the educator brings the case to the Employee Evaluations Department for review within 25 days from the observation date, no harm will be done to the educator.

c. **Division of Human Resources & Equity**

The Division of Human Resources & Equity shall develop and distribute an annual schedule of evaluation activities. In addition, it receives completed forms, ensures the implementation of the system, and maintains evaluation records in personnel files.

d. **Employee Evaluation Department**

This department coordinates training programs for assessors and educators as it relates to the evaluation system. This department makes direct interventions with principals and teachers when performance concerns are present. Peer Reviewers from the department may be deployed to assist select educators in need of improving performance.

e. **Broward Teachers Union**

The Union supports the implementation of the BrIDGES through representation on the Evaluation Sub-Committee.

f. **Superintendent**

The Superintendent shall notify the Department of Education of any instructional personnel who receive two (2) consecutive unsatisfactory annual evaluations and who have been given written notice by the District that their employment is being terminated or is not being renewed or that the School Board intends to terminate, or not renew, their employment based on Florida Statutes.

2. **Employee Orientation**

Employee orientation is an essential component of BrIDGES. The principal or designee provides an orientation at the beginning of each school year. Educators are advised of:

- a. Evaluation criteria,
- b. forms,
- c. procedures and timelines

Every educator will review the evaluation system before September 15th or upon employment subsequent to September 15th.

3. **Required Observations**

a. Types:

- 1. Formal observations will be 30 minutes or more, Informal 11-29 minutes, and Walk-Through observations between 3-10 minutes.
- 2. If a non-classroom educator does not work with students/adults for instruction, meetings may be held to discuss/monitor performance.

b. Requirements

1. Per statute, every experienced educator will receive one overall evaluation per year. Probationary Educators will receive two formal evaluations within the 196 days of teaching and therefore will have at least two formal observations within the first year.
2. The Evaluation Sub-Committee will commit to meet and communicate on a regular basis to discuss and address observation concerns and collect feedback on the implementation of BrIDGES. Additional evaluation details will be discussed within the Evaluation Sub-Committee per the following:
  - a. Annual Orientation - The minimum number of datamarks and/or observation requirements and Instructional Practice Score ranges will be discussed annually. The parties will meet and complete the details for the annual orientation but if no agreement is reached by July 15<sup>th</sup>, it will move for a decision to be made by the Superintendent and Broward Teachers Union President.
  - b. Evaluation Modifications - If an opportunity to modify the evaluation is made available through the Department of Education and/or the District, in a good faith effort to agree, the parties shall discuss and decide if an adjustment should be made. If no decision is reached within a reasonable time of the notification, it will move for a decision to be made by the Superintendent and Broward Teachers Union President.
  - c. Final Evaluations - Once overall evaluation data is completed, in a good faith effort to agree, the parties will work to determine overall evaluation ratings. If no decision is reached prior to the reporting requirement, it will move for a decision to be made by the Superintendent and Broward Teachers Union President.

3. Instructional Practice (IP) Scores may be defaulted if an educator did not receive the required number of datamarks and/or observation per below:

If Highly Effective, keep Highly Effective IP score.

If Effective, keep Effective IP score.

If Needs Improvement, default to lowest Effective IP score.

If Unsatisfactory, default to lowest Needs Improvement IP score.

If zero datamarks and/or observation, a 3.0 Effective IP score shall be assigned.

4. For educators that have special circumstances, the following will apply:

If the educator has not worked one day more than half of the work calendar, the IP score will be used for employment decisions and a memorandum stating no evaluation will be issued to the personnel file.

If the educator did work enough days to earn an evaluation, but is currently not at the school site (Board approved leave/reassigned), a memorandum stating no evaluation at this time will be issued to the personnel file and employee will receive an evaluation upon the educator's return to work.

#### 4. **Conferences**

##### a. **Pre-Conference:**

1. A pre-conference is offered before the first formal observation. Observers will notify educators two workdays in advance of the pre-conference date of the first formal observation and provide the date of the formal observation. For probationary educators, a face-to-face pre-conference prior to all formal observations will be provided.
2. All other educators have the option of requesting a face-to-face pre-conference and/or communicate using electronic forms within the electronic system. If any of these educators receive additional formal observations, the observer will notify the educator at least two working days in advance of the observation window.

b. **Post Observation Conference:**

1. A face-to-face post-conference will be initiated by the observing administrator and will be provided after every formal observation, within ten working days of that observation.
2. If no conference is initiated within 10 working days and the case is brought to the Employee Evaluations Department for review within 25 working days from the observation date, no harm will be done to the educator.

c. **Follow-up Conference:**

1. Follow-up conferences will be granted, at an employee or administrator's request.
2. Datamarks may be discussed and/or altered as the result of a post-conference.
3. If/when an assessor gives a "Not Using," the administrator shall provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth. If/when an assessor gives a "Beginning" datamark, the administrator may provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth.

d. **Annual Evaluation Conference:** A conference is conducted with each employee to review the annual evaluation. The assessor and the employee shall sign/acknowledge the evaluation,. Such signature by the employee only acknowledges that the report has been read and does not necessarily indicate agreement with its contents. The employee will be provided a copy of the signed evaluation and/or have access to the electronic form within ten (10) working days following the discussion. Educators will be able to view their Final Instructional Practice Score during the last instructional week of school.

e. **Refusal To Sign Documents:** An employee's refusal to sign/acknowledge evaluation forms and any disciplinary action forms that may be required/generated under the

provisions of this article, shall not constitute any ground for insubordination or for other action against the employee, when such signature is for the purpose of acknowledging that the document has been read and does not necessarily indicate agreement with its contents.

**5. Performance Development Plans**

- a. For any educator who has received less than effective ratings, administration is encouraged to have an informal discussion with the educator to share recommended strategies for improvement in an effort to promote growth.
- b. If/when an assessor gives a “Not Using,” the administrator shall provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth. If/when an assessor gives a “Beginning” datamark, the administrator may provide feedback to the educator through brief comments and/or summary remarks that are verbal or written and promote growth.
- c. If there is no improvement and the educator accumulates additional less than effective ratings, the administrator will meet with the educator to discuss areas of concern, provide site-based and/or district-based support for 6 to 9 weeks, and explain possible consequences if the employee fails to improve.
- d. Once an educator has a less than effective Instructional Practice score (based on observations conducted by a credentialed administrator), and a specific number of ratings (as determined by the evaluation sub-committee) a Performance Development Plan (PDP) may be written. If a PDP is written, it will be done with a credentialed administrator in collaboration with the educator.
- e. Use and implementation of this plan requires:  
  
Identification of deficiencies, strategies for improvement, an assistance timeline, possible consequences for failure to remediate, multiple formal observations and conferences, completion of assistance activities, and documentation.

**6. Parental Input**

Parents shall be notified in writing by each school administration of their right to provide input into employee performance assessments when appropriate in accordance with F.S. 1012.34.

## **ARTICLE NINETEEN PROFESSIONAL COMPENSATION**

- A. **Salary Schedule:** The basic salaries of employees shall be as set forth in Appendix E, which is attached to and incorporated in this Agreement for the full number of workdays in accordance with Article Twenty-Seven. The parties shall adopt a grandfathered salary schedule(s) and a pay for performance salary schedule as set forth in Florida Statute 1012.22 and in Appendix E to this Agreement, and such schedules shall be effective by July 1, 2016.
- B. **Military Service:** Full credit will be allowed for military service if under contract at the time of induction. Any employee previously granted credit for such service shall continue to receive such credit as previously granted if under contract at the time of induction.
- C. **Stipends:** Bargaining unit members may qualify for stipends for advanced degrees which are "in-field." Employees who held out-of-field stipends on the date of contract ratification by the BTU for the 1994-95 school year shall be allowed to continue to receive said stipends until they leave the employment of the District.
- D. **Salary Adjustments:** Verification of the completion of course requirements for adjustment to a higher salary level must be submitted by the employee to the Certification Department of the Division of Human Resources. If the verification is received during the year the course requirements are completed, the adjustment shall be made retroactively to the date of completion. If the verification is received after the year the course requirements have been completed, the adjustment shall be made retroactively to the beginning of the school year in which the verification is received.
- E. **Credit for Teaching Experience:** Effective July 1, 2017, pursuant to Florida State Statute all newly hired eligible employees shall receive up to fifteen (15) years experience credit for all previous teaching experience in the State of Florida or other teaching experience in a school district accredited by a recognized accrediting agency. No credit in excess of that authorized by the salary schedule shall be given, although no such credit previously granted by the Board will be retracted.

Verification of previous employment must be received by the Division of Human Resources not later than four (4) months from the beginning date of employment in any school year to be effective during that school year. Individuals employed within the last four (4) months of the school year must furnish verification prior to the issuance of their last check. All



final checks will reflect only verified experience. Verified remunerated teaching experience under contract, or its equivalent, for one (1) day more than half the contract calendar will constitute a year of experience for this schedule.

**Substitute Status Changed to Full Time Employee:** An employee who served as a substitute employee in the same position to which the employee is later appointed by the Board, and where such substitute service immediately precedes such appointment, shall be paid retroactively at the employee's contracted salary rate for such substitute service. Retroactive pay shall include paid holidays and accrual of sick leave days. Days worked in such substitute status shall count toward seniority and toward experience credit.

- F. **Supplementary pay positions:** shall be those as set forth in Appendix F, which is attached to and incorporated in this Agreement. Employees assigned to such positions shall be paid in accordance with said Appendix and all other provisions of this Agreement. The seven and one-half (7 1/2) hour day shall apply to the basic salary schedule only. Employees drawing supplemental pay or pay higher than the basic schedule may be assigned hours beyond the basic seven and one-half (7 1/2) hour day when such assignment is in the work area for which the supplement is paid.
1. Appendix F of this contract provides for supplements for department heads at high schools. Department heads employed at the District's technical centers shall have their supplement prorated over 242 work days or over the payroll selection option made annually.
  2. **Qualifications:** To receive the supplements for department head or team leader, a bargaining unit employee must meet the minimum requirements contained in the affected job descriptions. However, an employee may receive the full supplement and not meet one (1) or more at the minimum job qualifications if:
    - a. The member(s) of the team/department who meet all the qualifications decline to run or accept the nomination to the position.
    - b. No one in the team/department meets the minimum job qualifications.
- G. **Salary/Hourly Rate/Extra Pay:**

1. The salary of any employee employed in excess of the 196 day work year shall be computed at a daily rate of 1/196 of the employee's basic annual contracted salary times the number of days employed. The salary of an employee in summer school shall be computed on an hourly rate based on 1/196 of the employee's regular annual contracted salary divided by 7.5 times the number of hours worked. One fourth (1/4) hour of planning time on campus with pay shall be counted per hour of student contact time in computing the total hours worked per day, provided that no employee shall be assigned fewer than two (2) hours of student contact time.

Exceptions may be made for participation in Board-approved local, state or federal projects or programs on a voluntary basis beyond the normal workday or calendar. Employees who volunteer to work programs beyond the workday/workyear shall be informed in writing of the compensation, duration of the program, proposed pay date, prior to the beginning of the assignment. Such employees may not grieve the level of compensation provided that said compensation is the amount stated in the notice signed by the employee.

2. **Extra Pay:** Teachers who teach an extra period shall receive \$6,000. Any such teacher shall receive the fixed supplement prorated over the school year. An extra period shall mean teaching one class more than is required under the adopted school schedule. A teacher absent without leave shall not receive said pay. Said teacher who is on sick leave will be paid for all the hours in his/her regularly scheduled day. An employee's sick leave balance shall be reduced by an amount that reflects the employee's regularly scheduled day. A one day reduction shall not exceed the monthly accrual rate. Employees hired to teach for the District's virtual school for less than full time shall be compensated at their hourly rate and treated in a manner consistent with those teachers teaching an extra period above and beyond a regular teaching load.
3. Teaching time that generates a payment under subsection 2 or 3 above shall not generate a payment under Article 5(E) of this Agreement.

- H. **Special Program Experience:** Recognized programs including Peace Corps, VISTA, shall be uniformly accepted in lieu of teaching experience if related to the assigned position provided, except for Peace Corps and VISTA experience, that at least one (1) year of contract teaching experience can also be verified at the time of employment.

**Other Experience for Credit:**

1. Employees hired after June 30, 2003 including but not limited to those with alternate certificates teaching three (3) or more hours of a subject in which they have had directly related work experience will be granted experience credit on the salary schedule in Appendix E for each year of verified experience not to exceed the maximum allowed in Section E above.
  2. Employees hired after June 30, 2003, other than classroom teachers, (Speech therapists, physical therapists, clinical social workers and family counselors) with no previous teaching experience will be granted experience credit on the salary schedule in Appendix E, for each year of verified directly related work experience credit:
  3. There shall be no reduction in experience credit previously granted as a result of the implementation of the above provisions.
- I. **Mileage/Parking/Tolls Reimbursement:** Any employee required to own or have continuing access to an automobile in order properly to perform assigned duties shall be provided expense reimbursement at the rate specified by the Legislature, but no lower than that specified in Board Policy, for business travel or mileage. All adjustments approved by the Legislature or the Board shall be passed along to teachers on the effective date specified in the affected legislation or by the Board. The actual cost of tolls and parking when on district business shall also be reimbursed by the Board. Employees participating on labor/management committees shall be reimbursed for mileage, parking, and tolls under this section.
- J. **Travel Reimbursement:** Any employee traveling on school district business, other than as provided in Section I above, shall be reimbursed in accordance with Board policy on travel and per diem expenses.
- K. **Special Activities:** Each elementary school art or music teacher who accept assignments to work with students beyond the normal work hours without a supplement for the activity (art fair, musical performances, etc.) shall be compensated at the rate of \$75 per assignment up to a maximum of three (3) programs per year. Employees in vocal or instrumental music assignments shall have the right to accept or reject requests for performance by musical groups to which they are assigned beyond the hours provided for supplemental pay. Employees who apply for a task assignment supplement for such performances in lieu of the above compensation shall receive the supplement only if the activities specified in the announcement of the

supplement are provided; otherwise, the employee shall receive compensation as stipulated above.

- L. **Admission to Events:** Employees shall be admitted, without charge, to any school sponsored athletic event within the district and to events sponsored by their primary work location. The provision shall not apply to state athletic playoff events, banquets, grad night, and/or prom unless the request for participation has been approved by the Principal. The employee will provide some form of identification that verifies their school board employment to gain admission. This shall apply to employees only.
- M. **Voluntary Participation:** Employee participation in extra-curricular activities or in extra-duty assignments shall be strictly voluntary.
- N. **Salary Payments:**
  - 1. The School Board of Broward County, Florida (SBBC) and the Broward Teachers Union (BTU) mutually agree that bargaining unit members shall be paid for the number of paid days in a pay period. The dollar amount of their first and last paycheck can vary from the paycheck received during the remainder of the bargaining unit member's contract year.

Pay dates will be set for every other Friday, except if the first pay date of the bargaining unit member's contract year does not fall on the second Friday, a partial pay check will be cut for the number of days worked in the first week on the second Friday.
  - 2. A Paid Day shall be defined as all days from the start date through the end date of a bargaining unit member's contract year, excluding weekends (unless they are part of the bargaining unit member's work schedule). For the majority of teachers, a work calendar is comprised of 214 paid days for the fiscal year 2007-2008.
  - 3. Bargaining unit members shall earn their salary at the Equalized Daily Rate. A bargaining unit member's Equalized Daily Rate of Pay shall be calculated based upon dividing the annual salary by the number of paid days in the bargaining unit member's work calendar. Upon termination, bargaining unit members shall be paid through their last day worked at the Equalized Daily Rate.
  - 4. Bargaining unit members may select the Year-Round Pay Option if they want to receive pay during summer months.

5. Each employee on a full time basis shall receive four days of sick leave as of the first day of employment of each contract year, and thereafter earn ½ day of sick leave for each pay period of employment until the maximum accrual is met.
  6. The number of deductions for voluntary benefits such as union dues and cancer insurance will be standardized at 20.
  7. The parties agree to review the changes in the payroll program annually and propose modifications as necessary in contract language to improve its efficiency and customer friendliness. This review shall be initiated no later than October 31<sup>st</sup> and concluded no later than January 13<sup>th</sup> of each school year. Such changes as agreed to and approved by both parties shall be authorized for implementation for the following school year. Topics for consideration shall include, but not be limited to, options for new employees, deductions for union dues and other contributions, variance from equal pay amounts for the first and last paychecks of a fiscal year, the schedule for issuing paychecks, direct deposit limitations and requirements, payroll cards, and procedures for current and new employee selection of payroll options. In addition, the review shall study the income anticipated to be produced for the District from the money retained to pay teachers year-round during this and subsequent school years with the intention of returning such income to the benefit of employees.
  8. It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed forty-five (45) days from the date of Board approval.
- O. **Direct Deposit:** Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. Employees shall be required to have their salaries paid via direct deposit to the financial institution of their choice. Direct deposits shall be deposited in no more than five (5) financial institutions. The District shall not withdraw funds from any of the above institutions on or after the effective date of a paycheck without the express written consent of the employee. (Note: Even though the withdrawal will be made prior to the effective date of the paycheck, an employee's bank statement may reflect such transaction occurring on the effective date of the paycheck.) If funds are withdrawn prior to the effective date of the check, the employee will be notified in writing of the actual amount of the deposit if the amount is different from that printed on the remuneration statement on the effective date of the paycheck. The employee will be notified of the reasons for the adjustment within three (3) working days of the effective date of the paycheck.

P. **Employee Absences:** Deductions for personnel during the regular school term for daily absences not covered by provisions of this Agreement shall be made at the rate of 1/196 of the annual contractual salary per day except for those employees who have a greater than or less than 196 day contract year.

Q. **Errors In Paycheck**

1. **Underpayment** - In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated on or before the next possible paycheck following discovery of the error. Upon request, the District shall provide the employee with specific written explanation for the underpayment through the Payroll Contact Person at the employee's location.
2. **Overpayment \$100 or less** - If an employee has been overpaid by \$100 or less, a corrective adjustment shall be made automatically in the affected employee's next paycheck and the employee shall be notified by their location payroll contact person. Upon request, the District shall provide the employee with specific written explanation for the overpayment through the Payroll Contact Person at the employee's location.
3. **Overpayment Greater than \$100 (except for former employees):**
  - a. The School Board may collect overpayments not to exceed two (2) years in duration from the date that the administration mails the notification of overpayment letter to the affected employee. For example, if an employee was overpaid for the last five (5) years, the Board can only recover the most recent two (2) years of the overpayment.
  - b. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of \$100 has occurred. The form will contain two payback options from which the employee may select and return it to the Payroll Department within five (5) workdays.
  - c. If necessary, the affected employee may request a meeting with the Payroll Department within five (5) workdays of receipt of the Notice of Salary Adjustment Form. The Payroll Department shall set-up a meeting with the affected employee for the purpose of determining how the

overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.

- d. Overpayments should be recouped in the calendar year in which it was discovered.
- e. The number of payments in the pay back schedule shall not be less than the following:

\$1-\$100.00	1 Payment
\$100.01- \$500.00	4 Payments
\$500.01 - \$1,000.00	8 Payments
\$1,000.01 - \$1,800.00	12 Payments
For amounts above \$1,800.00 no payment shall exceed \$200.00 per paycheck	

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

g. **Hardship**

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

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

Repayment Reduction Schedule:

\$100.01 - \$500.00	8 payments
\$500.01 - \$1,000.00	16 payments
\$1,000.01 - \$1,800.00	24 payments

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

R. **Voluntary Inservice/Stipend Rate:**

1. Bargaining unit members who attended and/or will attend District sponsored inservice workshops (including ESOL) during non-work hours shall receive compensation at the rate of fifteen dollars (\$15) per hour if the federal government or the state legislature makes available a specific funding source. Funding sources must be specific and clearly indicate that the funds are to be spent on a designated program such as the Summer Institute. Funding sources may be listed in such locations as a federal grant, the State Appropriation Act or the School Board's budget.
2. Employees who provide District sponsored in-service workshops as trainers outside normal working hours (evenings and/or weekends) shall receive compensation at their hourly rate for all time spent in training and preparation for such training. Preparation time shall be provided at one-half the actual training time for employees providing a program for the first time and one-third of the program time for subsequent presentations of the same training program. Employees who are task assigned to a District Department may occasionally volunteer to flex their schedules to provide District in-service training programs outside normal working hours.

S. **Aggregate Method of Computing Taxes:** The Board agrees to use the I.R.S. approved aggregate method of computing taxes on negotiated salary increases and one-time payments provided the I.R.S. allows this methodology at the time raises are paid.

T. **Cell Phone Reimbursement:** The Board agrees to provide itinerant employees a stipend for the cost of using a personal cellular phone for job related purposes. Such employees shall receive a lump sum payment up to \$350.00, less applicable taxes prior to the conclusion of their applicable work calendar for this purpose. For those employees working less than their work calendar, the stipend shall be prorated at a rate of \$35.00 per month. Itinerant employees currently issued a cellular phone by the District shall be given the option annually of continuing to use the issued phone or receiving the lump sum payment. Selection shall be made by each employee each year. In the absence of making a selection by the deadline date, employees shall continue with usage of the cellular phone.



For the purposes of this benefit, Itinerant Teachers shall be defined as those teachers whose duties require daily travel to two or more locations to provide services to students and/or student populations and requires accessibility to a phone between locations.

- U. **School Assignments:** School age children of an employee, including those of which they have legal guardianship, shall be eligible to attend school at the employee's work location or any other appropriate school within the employee's school zone with the exception of other schools within the zone at the same level to which an employee is assigned. For example, an employee assigned to a middle school in a zone cannot register a school age dependent at another middle school within the same zone under the provisions of this agreement. Employees choosing to send eligible children to schools other than their home schools shall provide transportation to and from school providing that regular school bus transportation is not available for that school in the area in which the child lives. Children of employees must meet all requirements prior to acceptance into any special program.

**ARTICLE TWENTY**  
**PROMOTIONAL AND SUPPLEMENTARY PAY OPENINGS**

- A. **Posting of Positions:** Notice of any opening for a promotional position shall be posted in all schools and departments by the Division of Human Resources & Equity.
- B. **Notice of Openings:** Notice of any opening for a bargaining unit supplementary pay position shall be posted in the school in which the opening occurs if the position is open only to employees in that school. If the supplementary position is opened to personnel outside the school, the position shall be advertised in all schools and departments. All qualifications being essentially equal, preference in making supplementary appointments shall be given to applicants within the district.
- C. **Content of the Notices:** The notices of openings required by this Article shall include the school, where applicable, in which the opening will occur, the title of the position, effective date of the opening, qualifications, information concerning the securing of and deadline for filing of the application, and the person with whom the applicant is to be filed. All such notices shall be posted at least seven (7) workdays before the deadline for filing applications. During the summer months when the regular school calendar is not in operation or on an emergency basis during the regular school year, a vacant position may be filled on a temporary basis until the procedures of this Article can be followed.
- D. **Qualified Employee:** The applicant must be qualified for the position. Any eligible and qualified employee may apply for the position described in this Article, and all applicants will be given due consideration.
- E. **Application Form:** The applicant can secure application forms from the principal's office or from the Personnel office. The application shall be filed with the appropriate administrator.
- F. **Qualifications:** A qualified applicant for any bargaining unit supplementary pay position will be accepted before any qualified non-applicant may be assigned to accept the position. If qualifications are essentially equal, preference in making appointments to supplementary pay positions shall be given to employees with seniority. All supplementary pay positions shall be annually vacated.

- G. **Preference of Applicants:** All qualifications being essentially equal, preference in making promotional appointments shall be given to applicants from within the district.
- H. **Written Notice of Status:** All applicants for positions described in this Article shall receive written notice of the disposition of their applications promptly upon filling of the position involved. All notices required in Section A above shall be made available to the BTU.

**ARTICLE TWENTY-ONE  
ACHIEVEMENT INCENTIVE PAY**

**A. Basic Incentive Award**

1. Any employee holding a Rank III (Bachelor's Degree or equivalent) or Rank II (Master's Degree or equivalent) certificate and who has been employed for more than three (3) years in Broward County is eligible for the Basic Incentive Award.
2. A minimum of fifteen (15) semester hours, earned after the date of the last degree, will be required to receive the Basic Incentive Award. A minimum of twelve (12) of the fifteen (15) hours must be in the teaching field and/or related subjects in order to earn an in-field Basic Incentive stipend.
3. Courses which are acceptable for the professional and for the specialization areas of certificate requirements are acceptable for the Basic Incentive Award Program.
4. All hours shall have been earned within ten (10) years prior to the awarding of the Basic Incentive Award.
5. Applications must be submitted to the Division of Human Resources & Equity by September 15th and supporting grade reports or transcripts must be received by October 1st.
6. Inservice programs will be recommended by the Superintendent and approved by the Board.
7. When an employee transfers to a different subject area teaching assignment, the award is subject to review.
8. Personnel will review applications, which have been disapproved, when requested in writing by the applicant.

**B. Advanced Incentive Award**

1. An employee holding a Rank II (Master's Degree or equivalent with more than three (3) years of employment in Broward County) and ten (10) years of Florida service and holds the original fifteen (15) hour Basic Incentive Award or is eligible simultaneously for both awards is eligible for the Advanced Incentive Award.

2. A minimum of fifteen (15) semester hours, earned after the date of last degree, beyond what was required for the Basic Incentive Award will be required to receive the Advanced Incentive Award. A minimum of twelve (12) of the fifteen (15) hours must be in the teaching field and/or related subjects in order to earn the in-field Basic Incentive stipend.
3. Junior, senior or graduate level courses, which are acceptable for the professional and for the specialization areas of certification requirements are acceptable for the Advanced Incentive Award.
4. All hours shall have been earned within ten (10) years prior to the awarding of the Advanced Incentive Award.
5. Inservice progress may be used for Advanced Incentive Awards if approved by the Board.
6. When an employee transfers to a different subject area teaching assignment, the award is subject to review.
7. Personnel will review applications which have been disapproved, when requested in writing by the applicant.
8. Applications must be submitted to the Division of Human Resources & Equity by September 15th and supporting grade reports or transcripts must be received by October 1st.
9. An application is required for all employees even though it may be incomplete as to course work.
10. Work must be completed by the opening day of school for employees.

C. **Sabbatical Leave:**

**Critical Shortage Area:** Employees who are granted a sabbatical leave for the purpose of pursuing a plan leading to certification in an area in which a shortage of employees is developing, shall receive seventy-five percent (75%) of their base salary while on said sabbatical leave.

To qualify for this section, an employee must meet all of the criteria and is subject to all of the procedures contained in Article Twenty-Three, Section D. A maximum of thirty (30) sabbaticals per year shall be reserved for this critical shortage area. In addition, employees who are

granted a sabbatical leave pursuant to this section shall agree in writing to teach in the district for three (3) years after returning from said leave.

D. **Continuity of Classroom Instruction:** To encourage and reward employees who assist in maintaining continuity of classroom instruction through good job attendance, the parties agree to the following incentive award:

1. Employees who utilize two (2) sick leave days or less each school year shall upon request receive payment for the number of sick leave days earned in said school year. For example, if a teacher is absent for sick leave purposes two (2) times during the 1995-96 school year, he/she may receive payment for eight (8) days of sick leave, provided the employee worked the full school year.\* The following procedures apply to the payment of sick leave under this section.
  - (a) An employee must have a minimum of twenty-five (25) days of accumulated sick leave remaining after the payment for unused sick leave under this section.
  - (b) The payment of this incentive shall be paid to eligible employees no later than October 31st of the school year following the school year in which the employee qualified for the incentive pay.
  - (c) For purposes of this section, sick leave shall be defined pursuant to all sections of F.S. 1012.61.
  - (d) Days for which such award payment is received shall be deducted from the accumulated leave balance.
  - (e) Number of eligible days times the affected employee's daily rate of base pay times eighty percent (80%).
  - (f) The application of this section commences with the 1983-84 school year. Employees may not receive this award for sick leave earned prior to said school year.

## **ARTICLE TWENTY-TWO INSURANCE**

- A. **Coverage:** The Board shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars (\$1,000), subject to a minimum of seven thousand dollars (\$7,000) and a maximum of fifty thousand dollars (\$50,000). The employee shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1 1/4) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars (\$1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy equal to that provided by the Board.

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

B. **Premium Amount:**

1. The Board shall pay the following premiums for individual employees health and dental insurance for the life of this contract:
  - a. For employees that elect dental insurance, the Board shall provide a maximum of \$10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.
  - b. The Board agrees to pay 100% of the health insurance premiums for the Coventry Health Care Premier Plus Plan (High Option HMO), Premier Plan (Low Option HMO), and Consumer Driven Plan coverage for the individual employee for the term of this agreement. Employees wishing to participate in the Premier Plus Plan must complete wellness initiatives and timelines as recommended by the Superintendent's Insurance Advisory Committee. Personal Health Information (PHI) that is gathered from the wellness initiatives are protected by the Health Insurance Portability Accountability Act (HIPAA). Employees shall not be denied

health insurance due to results of participating in the wellness initiatives.

- c. All new employees may elect to enroll in a Board-offered plan of their choice subject to conditions for enrollment in such plan.
- d. After the Board has entered into a contract (s) with one or more vendors to provide group health insurance to bargaining unit members, benefit levels and premiums will be reviewed and established annually. Either party may demand negotiations through the Superintendent or designee to amend benefit levels for the specific purpose of cost containment, (e.g., co-payments, deductibles, etc.) or benefit improvements.
- e. An employee eligible for health insurance may voluntarily decline such insurance. An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period each year. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the School Board of Broward County's medical health insurance program shall be reimbursed at a rate of seven hundred fifty dollars and no cents (\$750) per year (opt-out dollars) only if such proof is provided. If employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan. The parties mutually agree to discuss the opt-out plan as it pertains to premiums for other coverage.
- f. During the clearance process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

- C. **Disability Insurance:** The Board shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. The employee shall have the option of purchasing at their own expense through payroll deduction, an enhanced disability plan.



- D. **Liability Insurance:** The Board shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand (\$500,000) for each employee in case of suit arising from or in the performance of the employee's duties.
- E. **Annuity Programs:** The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.
- F. **Rate Increase:** Written notice of any rate increase in health and dental insurance for dependents coverage shall be provided to each employee within ten (10) days of the date the increase is made known to the Board.
- G. **Employee Reimbursement:**
1. **Personal Property:** If employees are attacked or assaulted or victim of theft or vandalism in the course of employment, the Board will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing or personal property up to five hundred dollars (\$500) per employee per school year upon verification to the principal, unless the employee is otherwise reimbursed in which case the Board will reimburse employee the amount of their insurance deductible up to five hundred dollars (\$500) upon verification of the claim.
  2. **Automobile Vandalism:** If an employee's vehicle is damaged as a result of vandalism while on the property of a district school, or while on official School Board business, the employee will be reimbursed for the damage not to exceed seven hundred fifty dollars (\$750) when it is determined that the damage was caused on School Board property or while on official School Board business. Such determination may be made by a School Resource Officer, a School Security Specialist, or an SIU investigator (as determined by the Superintendent), a Police Officer, witness testimony or apprehension of the person(s) responsible for the damage.
  3. Any individual submitting a fraudulent claim under this provision shall be subject to disciplinary action up to and including termination. The Board's maximum liability under this section is fifty thousand dollars (\$50,000) per school year.
- H. **Group Insurance Program:** Employees with a minimum of ten (10) years of service with the Board retiring prior to Medicare eligibility may elect to remain in the Group Insurance Program until they become

eligible for Medicare; rates applicable to the entire group; the cost of such insurance shall be borne by the retiree, except that the Board shall provide without charge for the collection and remittance of premiums for such insurance. Applications must be submitted within thirty (30) days of retirement.

- I. **Cafeteria Insurance Program:** The Board agrees to provide a cafeteria insurance program to all bargaining unit members including those on Board-approved paid leaves. Members on unpaid Board-approved leave are not eligible to participate in the program. The following criteria shall apply to the granting of cafeteria insurance benefits:
  1. The Board will provide twenty-five dollars (\$25) per month not to exceed three hundred dollars (\$300) per employee per school year. Employees hired after the commencement of the school year, shall receive twenty-five dollars (\$25) per month for each full month of employment.
  2. The specific benefit components of the cafeteria program shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.
- J. The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the School Board ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.

## **ARTICLE TWENTY-THREE LEAVES**

### **A. Sick Leave:**

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

1. **Accrual:** Each employee on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each contract year, and shall thereafter earn one (1) day of sick leave for each month of employment, which shall be credited to the employee at the end of that month, and which shall not be used prior to the time it is earned and credited to the employee. However, the employee shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment. When an employee uses a sick leave day, it shall be paid at the affected employee's daily rate of pay at the time the day is utilized. Also, when an employee uses a sick leave day, those days are earned at a lower rate of pay and shall be deducted before sick days having a higher value. Such leave shall be taken only when necessary because of sickness as herein prescribed. Such sick leave shall be cumulative from year to year. There shall be no limit on the number of days of sick leave an employee may accrue, except that at least one half of this cumulative leave must be established within the district.

**Sick leave accumulated in another Florida district or districts:** by an employee shall be accrued to the employee at a rate equal to the number of sick leave days allowed the employee during each year of employment in this district until such time as all sick leave accumulated in other Florida districts has been transferred to the district.

Such transferred sick leave days shall be in addition to sick leave days to which the employee is entitled from this school district. Employees who are to be temporarily absent from school for any reason shall, if possible, notify the principal or his/her designee at least two (2) hours prior to school opening.

2. **Personal Reasons:** Employees shall be granted up to six (6) days each school year for personal reasons. However, such absences for personal reasons shall be charged only to accrued sick leave, and leave for personal reasons shall be non-cumulative. Employees shall not be required to give reasons for personal leave, except that the leave is for "personal reasons."
- (a) Personal reasons leave shall not be granted on the day preceding or following a holiday\* nor during the first or last week of school. The first week of school starts on day one of the 196 day work calendar and the last week of school concludes on the final day of said calendar. \*(Notes: A holiday on the official School Board calendar is any date marked as a "holiday" or "day off.")

3. **BEREAVEMENT LEAVE (SICK LEAVE)**

Any employee who suffers the death of an immediate family member shall be granted bereavement leave in the following manner:

- a. If the funeral is to be held within 250 miles of the employee's home – the employee shall be allowed to utilize a maximum of four (4) days of sick leave for bereavement purposes.
- b. If the funeral is to be held more than 250 miles from the employee's home – the employee shall be allowed to utilize a maximum of five (5) days of sick leave for bereavement purposes.
- c. For the purposes of bereavement leave, an immediate family member shall be defined as the spouse, domestic cohabitant, child, stepchild, grandchild, mother, father, sister, brother, parents of domestic cohabitant, mother-in-law, father-in-law, grandmother, grandfather, daughter-in-law, son-in-law, brother-in-law, sister-in-law, domestic cohabitant's sibling(s), grandparents of employee's spouse, grandparents of employee's domestic cohabitant, any other relative, or member of the employee's household. Proof of relationship to the deceased may be required.
- d. The Board may require proof of death, within thirty (30) days after Bereavement Leave is taken. A copy of the newspaper obituary or the funeral card/program for the deceased are examples of acceptable proof of death.

- e. Bereavement leave as outlined above shall not count against the employee's attendance for sick leave buy back purposes provided in Article 21, Section D. Nothing in this section shall be construed to limit an employee's right to use sick leave under provisions of Section A above.
4. **Use of Sick Leave:** An employee shall have the right to use sick leave in one-half day or full-day units, for the purpose of medical or dental appointments.

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

An abuse of sick leave is defined as a pattern or series of absences which occur over an extended period of time and on a regular and predictable basis and without adequate justification. For example a regular and predictable basis would be: sick leave being used as soon as earned; absence on only Mondays or Fridays; absences occurring on the days before or after a holiday period; absences occurring on the day after a payday on a regular basis.

If the investigation sustains that a documented pattern of abuse does exist the employee may be subject to disciplinary action as per Article 18 section B (1).

5. **Terminal Pay:** Any employee at normal retirement or his/her beneficiary if service is terminated by death, shall be provided terminal pay. Such terminal pay shall not exceed an amount determined as follows:
- (a) During the first three (3) years of service:
    - 1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.
    - 2. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.
  - (b) During the fourth (4th) through sixth (6th) years of service:

1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.
  2. The affected employee's daily rate of pay at the time sick leave\* is earned multiplied by 40 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
- (c) During the seventh (7th) through ninth (9th) years of service:
1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.
  2. The affected employee's daily rate of pay at the time sick leave\* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
- (d) During the tenth (10th) through the twelfth (12th) year of service:
1. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days held on July 1, 1994.
  2. The affected employee's daily rate of pay at the time sick leave\* is earned multiplied by 50 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.
- (e) During and after the thirteenth (13th) year of service:
1. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.
  2. The affected employee's daily rate of pay at the time sick leave is earned\* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

Employees who are granted an early retirement under the Board's program are eligible to receive the benefits outlined above if the employee meets the criteria contained in this section.

- (f) No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This Agreement requires the retiring Board employee to seek, accept, and cash the first retirement benefit check issued by the Florida Retirement System.

The employee must qualify for "normal retirement" which under this policy shall mean retirement under plan A,B,C,D,E under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

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

- B. **Illness-In-Line-of-Duty:** Any permanent full-time employee shall be entitled to illness-in-line-of-duty leave with pay when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. Such leave shall be in addition to any other leave to which the employee may be entitled and such leave shall not be cumulative. Each employee shall be entitled to a maximum of thirty-five (35) days of such leave. Paid holidays occurring during such leave shall not be included in the computation of the number of days with respect to which such leave is applicable, provided that the employee shall be paid for such paid holidays. A substantiating statement by a physician and a corroborating statement of the immediate supervisor may be subject to the grievance procedure.
- C. **Verification of Leave:** An employee shall, before claiming and receiving compensation for the time absent from his/her duties, while absent because of leave as prescribed in A and B, make and file on a Board form by the end of the school month following his/her return from such absence, with the Superintendent or designee, a written certificate which shall set forth the day or days absent, that such absence was necessary and that he/she is entitled to receive pay for such absence in accordance

with provisions set forth above. The Superintendent may, at his/her option, require a certificate of illness from a licensed physician or from the county health officer.

**D. Sabbatical Leave**

1. The Board will award up to thirty (30) sabbatical leaves per school year to applicants who will use said leave for the purpose of obtaining certification in an area in which the Board determines that a shortage of employees is developing.
2. The Board will develop each school year a list of certification areas in which a shortage of employees is developing.
3. Applications for sabbatical leave will be screened by a Committee of six (6) members. Three (3) members of the Sabbatical Committee are to be appointed by the President of the BTU, and three (3) members are to be appointed by the Superintendent.
4. An applicant must agree to pursue a plan approved by the Committee and leading to certification in an area in which a shortage of employees is developing.
5. The applicant must provide a written recommendation from his/her principal, department head and the affected curriculum supervisor.
6. Seniority shall not be a factor in awarding critical shortage sabbaticals.
7. An application for sabbatical leave shall be submitted to the Superintendent not later than March 1<sup>st</sup> (or the last workday preceding March 1<sup>st</sup>) preceding the school year for which the leave is sought.

However, this deadline may be extended by mutual agreement between the parties. If the Committee requests clarification of an application, the Committee will inform the applicant of the time limit for supplying the information.

8. The Superintendent will give written notice not later than the second Board meeting in April to each applicant regarding the disposition of the employee's application.
9. An employee granted a sabbatical leave shall inform the Superintendent in writing of his/her intention to either accept or



decline such leave. Such notification shall be given not later than fifteen (15) days after the applicant has received notice of approval for leave.

10. If more critical shortage sabbatical applications are received than the projected number of critical shortage vacancies for a critical shortage subject area, then the applicants shall be rank-ordered by critical shortage subject area based upon the Sabbatical Committee ratings. The sabbatical vacancies shall be offered to the applicants in order from the highest to the lowest ranking applicant in a subject area until all projected critical shortage area vacancies are filled or the maximum of thirty (30) sabbaticals are offered. Should any of the original choices decline his/her sabbatical leave due to a change in plan or lack of acceptance in a program, the next ranked applicant in that critical shortage subject area shall be notified and considered. This process shall continue through the list of alternate-designates until all approved applications have been accepted or rejected.
11. There shall be separate application forms for sabbatical leave and tuition reimbursements under this provision.
12. The Sabbatical Committee is hereby authorized by the parties to issue a recommendation to the President of the Broward Teachers Union and the Chief Human Resources & Equity Officer who are authorized to reach a final agreement on the procedures that will be printed and distributed to all work locations and will become part of this Agreement.
13. Employees granted critical shortage sabbaticals shall receive seventy-five percent (75%) of their base salary while on said leave.
14. Employees who are granted this leave shall agree in writing to teach in the district for three (3) years after returning from said leave.
15. The period of such leave shall count as regular service for the purpose of retirement, if approved in advance by the retirement system, and the contribution to the appropriate retirement system therefore shall continue. The employee's insurance benefits normally paid by the Board and provided in this Agreement will be paid by the Board while the employee is on sabbatical leave. The leave shall count for purpose of salary increments but such increments shall not be applied retroactively. The leave shall not count for vacation or sick leave.

16. An employee who returns from completion of a critical shortage sabbatical shall be placed in a position requiring the certification earned by the employee while they were on said leave provided that such a position exists in the district.

If no position exists, the district shall employ the person in another position for which he/she is qualified until a vacancy in the critical shortage area is announced.

17. **Teacher Directed Improvement Fund (TDIF)**

- a) The parties agree to create a TDIF for the purpose of designing and recommending a procedure for awarding special grants to bargaining unit members. The Superintendent and the President of the BTU shall each select three (3) representatives to serve on the Committee.
- b) The funding for the Grants shall be \$1,514,248 annually, except that such funding shall be suspended for the 2011-2012 school year. All unspent funds shall be carried over to the following fiscal year. Up to \$42,500 shall be deducted from the TDIF fund to pay for up to one-half the administrative costs associated with this program. It is the intent of the parties to notify applicants of the disposition of their grant applications within 65 days after the close of the application period. This program shall be administered by the Division of Human Resources & Equity.
- c) Examples of items which might be considered for special grants include differential staffing programs, research projects to strengthen curriculum, career ladder stipends, attendance at a center for creative learning, etc.
- d) The Committee is hereby authorized by the parties to issue a recommendation to the President of the Broward Teachers Union and the Chief Human Resources & Equity Officer who are authorized to reach a final agreement on the procedures which will be printed and distributed to all work locations and will become part of this Agreement.
- e) Teachers with a minimum of five (5) consecutive years of satisfactory service for the SBBC may apply for workshop and conference reimbursement to a maximum of \$1,000 per teacher. The WCCI applications will be divided into three (3) groups. Group A will consist of teachers with 5-13 years of continuous experience in the teachers' bargaining unit.

Group B will consist of teachers with 14-21 years of continuous experience in the teachers' bargaining unit. Group C will consist of teachers with 22 or more years of continuous experience in the teachers' bargaining unit. The available funds for WCCI-TDIF applications will be allocated according to the following – Group A will receive 25% of the available funds, Group B will receive 35% of available funds and Group C will receive 40% of available funds.

The applicants chosen will alternate every other year (within each group) from highest to lowest seniority, and then lowest to highest seniority to make the process more equitable for teachers at all levels. In school years beginning in odd numbered years, the most senior teachers within the group will have priority, in school years beginning in even numbered years, the least senior teachers within the group will have priority. Funding will be awarded in the manner commencing in the 2010-2011 school year.

The TDIF Committee shall also establish rules and regulations applicable to tuition reimbursements and school education projects. If a teacher does not intend to use the TDIF funding, they must notify Academics (TDIF) by March 1 of any given year. Failure to notify will result in the teacher being ineligible for any TDIF funds for two (2) years.

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

1. Attending and/or participating in professional meetings relating to educational workshops, seminars or conferences sponsored by professional organizations, colleges, universities or government or private agencies concerned with public school matters.
2. Visitation for the purpose of observing instructional techniques or programs.
3. The principal agrees to provide funds for normal expenses for professional leaves up to the limits provided by Board policy. It is understood that normally only one member of a department may attend any one such meeting at school expense. The Superintendent may approve of exceptions.

4. Employees approved for TDIF grants shall be approved for temporary duty leave so long as all costs, including substitute costs associated with the leave are paid through the grant.
- F. **Legal Commitments:** Employees shall be granted leave for legal commitments and shall receive their regular salary while serving as jurors or witnesses under subpoena.
- G. **Professional Leave to Attend Summer School:** shall be granted when students are not in session to any employee required to be absent at the beginning or end of a school year, in order to attend a full-time course of summer study. Such leave shall be without loss of pay and shall be limited to three (3) days at the end of a school term, and three (3) days at the beginning of a school term, provided that a maximum of three (3) days shall be granted in any one (1) school year. The principal shall certify that the absence of the employee will not interfere seriously with the employee's contractual obligations or jeopardize the accreditation of the school.
- H. **Military Reserve Leave**
1. Any employee who is a member of a national military reserve unit or National Guard shall be allowed up to seventeen (17) days of leave without loss of pay or other accumulated leave when ordered to active duty by the appropriate unit during regular term. At the Board's discretion, the leave period may be extended up to thirty (30) days. An employee required to report for a physical examination under any selective service law shall be granted leave without loss of pay or other accumulated leave for the time required for this obligation.
  2. Employees who are reservists called to active duty shall receive pay to supplement their military pay in the amount necessary to bring their base salary, inclusive of their base military pay, to the level earned at the time they were called to active duty. Base salary shall be defined as the employee's main job with the School Board.
  3. Employees on active duty shall be eligible to continue their School Board health insurance coverage by paying the employee's share of any cost of such coverage.
  4. During the period of leave required by the call-up, the employee shall continue to maintain his/her seniority and shall accrue sick leave.

5. Upon returning from leave, the employee shall receive experience credit on the salary schedule for the time spent on active duty in the military call-up and shall be returned to employment to their school/work site prior to the active military leave.
6. The terms of this agreement shall be in effect during the period of time established by the School Board when a military call-up is in effect and shall expire at its conclusion.

- I. **Active Military Service Status:** Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service.

An employee returning from such leave shall be returned to employment, without prejudice, provided application for reemployment is filed within six (6) months following the date of discharge or release from active military duty, and provided further that the School Board shall have up to six (6) months to reassign the employee to duty in the school system.

- J. **A Leave Of Absence For Professional Enhancement:** without salary, shall be authorized for any employee who has been employed for more than three (3) years in Broward County, upon application, for a minimum of one (1) school year. Upon approval of the Superintendent and Board, a leave of shorter duration may be granted for the purpose of (1) engaging in study at an accredited university; (2) full-time participation in federally sponsored volunteer programs; (3) full-time teaching in foreign or military programs; (4) cultural travel or work program related to professional responsibilities; or (5) participating in exchange teaching programs in other territories or countries. The above leave is available to a teacher who has an evaluation rating of Effective or Highly Effective. For other teachers, unless the leave is directly related to increasing content knowledge or improving pedagogy in the teacher's field, this leave is subject to special approval by the Superintendent.

**Applications for Professional Enhancement Leave:** shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the year in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the employee's return from the leave for purposes J (3) and J (5) above. Upon return from such leave, the employee shall be returned to his/her former position or to a substantially similar position, for which the employee is fully qualified.

- K. **A Personal or Maternity Leave** without pay and not to exceed three (3) years shall be granted to an employee for the purpose of childbearing and/or child rearing and/or child care as follows:

1. An employee may continue to be actively employed during pregnancy only so long as the employee is properly able to perform required teaching functions.
2. All or any portion of a leave taken by an employee because of medical disability connected with or resulting from the pregnancy may, at the employee's option, be charged to the employee's available sick leave.
3. An employee shall be entitled, upon request, to personal leave to begin at any time between the birth of the child and up to two (2) years thereafter.

L. **Continuing Insurance Coverage While On Leave:** Any employee granted a Board-approved leave of absence with or without pay as provided in this Article shall be given the opportunity, unless otherwise provided, to continue insurance coverage's in existing school programs and, with the approval of the retirement system, continue participation in the retirement system during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. Any such employee may serve as a substitute teacher in the district while on leave.

**Teaching Position While On Leave:** An employee may be employed in a teaching position outside of the district while on leave.

Also, employees who are on any Board approved unpaid leave of absence are authorized to work in a temporary, part-time capacity with the district. Said employees may apply for such positions, and if selected by the district, will be allowed to work.

M. **Length of Leave:** An employee who has been employed for more than three (3) years in Broward County may be granted upon request, personal leave without pay for a period not to exceed two (2) years for reasons not provided elsewhere in this Agreement. The employee shall be returned to duty at the beginning of the next school year following the leave. Such leave shall require the approval of the Superintendent. An employee identified for or engaged in a written plan for improvement shall not be eligible for a leave if within the last two (2) years the teacher was granted a personal leave while identified for or engaged in a written plan for improvement.

**Returning Early From Leave:** If an employee notifies the Superintendent of the desire to return to active employment before the expiration of such leave, the District shall place the employee in a vacant

position within their choice of certification and geographic area. If the affected employee is offered a position by the district and he/she rejects said position, then he/she may not return to work until the expiration of the approved leave.

- N. **Elected to Public Office:** Bargaining unit members who have been employed for more than three (3) years in Broward County who are elected to a public office in the State of Florida may be granted a non-paid leave of absence for the length of the term of office. If the affected employee notifies the Superintendent of a desire to return to employment before the expiration of such leave, said employee may be returned to duty to a position for which he/she qualifies. The employee shall be returned to duty at the beginning of the school year following the leave to a position for which he/she qualified.
- O. **Board Determination:** All leaves granted at the request of an employee shall be for particular purposes or causes. The Board shall have the right to determine that the leave is used for the purposes or causes set forth in the application, and if not so used, the Board may cancel the leave, provided, however, that verification of use of personal reasons leave shall be as provided in A (2) above.
- P. **Replacement Teacher:** Employees returning from any leave granted by the district shall not be guaranteed the same work location or assignment. However, any employee filling the position of an employee on leave for one (1) year or less who has been promised the same position upon return from leave shall be given written notice at the time of employment that his/her position will no longer be available when the leave expires.

Such employee shall be considered a replacement teacher and shall not be entitled to the guaranteed re-employment provisions afforded to annual contract teachers as contained in Article Eighteen, Sections C and D of the contract.

- Q. **Accrued Annual Leave:** Employees employed on a twelve (12) month work calendar shall accrue annual leave (paid vacation) at a rate of one (1) day per month for employees during the first five (5) years of employment; one and one-fourth (1 1/4) days per month for employees during the sixth (6th through ninth (9th) years of employment; and one and one-half (1 1/2) days per month for employees during and beyond the tenth (10th) year of employment.

R. **Sick Leave Bank**

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

1. **Creation of the Bank:** The bank will be established providing that one thousand (1000) days have been deposited (one [1] per full-time employee), during an enrollment period extending thirty (30) calendar days from the date such enrollment period is announced to employees. Subsequently, employees may enroll in the bank only within thirty (30) calendar days of the beginning of the official school year.
2. **Membership Requirements:** Full-time employees who have been employed full time for at least one (1) full year, and who have sick leave accrual of ten (10) days at the time of enrollment may enroll in the sick leave bank by contributing one (1) day of sick leave to the bank. At the time of the contribution, the sick leave day shall be converted to a monetary sum by multiplying the day donated times the donor's daily rate of pay when contributed.
3. **Sick Leave Bank Committee:** The Committee shall be appointed by the BTU for the purpose of administering the sick leave bank. The Committee shall:
  - (a) Maintain adequate records relative to all functions of the bank.
  - (b) Meet periodically, as requested by the Superintendent, with a designated administrator of the county to review BTU sick leave bank records.
  - (c) Operate the bank in accordance with rules and procedures mutually agreed to by the parties. However, the Superintendent shall establish and the BTU will comply with procedures for identifying and recording contributions to and withdrawals from the bank.

The parties authorize the Committee to establish additional administrative procedures necessary for the operation of the bank as long as said procedures are consistent with and do not change any of the criteria contained in Section R of this Article.



- (d) Not grant more sick leave days than are available in the bank.
4. **Withdrawal Rights and Procedures:** Participating bank members may request sick leave days from the bank within the following limitations:
- (a) A withdrawal may be approved only upon the total depletion of the respective employee's accumulated sick leave and vacation leave. In addition, the affected employee must have exhausted or be ineligible for any type of leave granted by the Board related to the accident, illness or injury, including but not limited to leave granted for disability or for illness or injury on the job.
  - (b) The maximum withdrawal for any employee for one (1) illness or injury or complications thereof shall be fifty (50) days.
  - (c) An employee may apply to the Committee for a withdrawal in advance of the depletion of such employee's accumulated sick leave, to be granted, if needed, upon such depletion. However, applications must be made no later than ten (10) working days after the participant returns to work.
  - (d) Withdrawals shall be in full day units and must be for catastrophic illnesses or injuries that extend for a minimum of eight (8) consecutive days. Withdrawals for absences that extend beyond thirty (30) days shall not be granted if the employee is receiving disability benefits nor shall it be granted for absences for which the employee is being reimbursed for loss of wages under an individual insurance policy.
  - (e) All applications for withdrawal shall be in writing and shall be verified by the Committee. The Committee may submit a request to the Superintendent concerning the implementation of Article Twenty-Three, Section C of this Agreement.
  - (f) The salary of a teacher participating in the bank will be reduced by any benefits drawn from Worker's Compensation.
  - (g) When days are awarded from the bank, they will be withdrawn at the receiving party's daily rate of pay.

- (h) The Committee may request the Superintendent to request a second medical opinion from the applicant at his/her expense.
- (i) Withdrawals shall be granted only for the illness, accident or injury of the bank participant.
- (j) The bank may not be used for elective surgery which can be planned to occur during non-work time. The question of elective or necessary surgery shall be determined by the physician in charge. A second doctor's diagnosis may be required, at participant's expense.

5. **Maintenance of the Bank**

- (a) Once the bank is established, there shall be no requirement for an employee to replace sick leave days withdrawn from the sick leave bank, except as equally required of all other participating employees. If the bank is depleted to a point where only seventeen thousand dollars (\$17,000) remains, all members of the bank shall contribute one (1) day each time the bank is depleted to this level.
- (b) A participating employee who chooses to no longer participate in the sick leave bank shall not be allowed to withdraw any sick leave already contributed to the sick leave bank.

6. **Duration:**

The sick leave bank shall remain in existence for the duration of this contract and may be renewed in succeeding contracts.

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

8. **Eligibility:**

- (a) Board produced eligibility forms should be sent to only those not in the sick leave bank, when additional members are sought for initial enrollment.
- (b) The Board shall send to the BTU a complete list of eligible employees by the end of the first pay period in October.

- (c) The Board shall notify the BTU of new enrollees within thirty (30) calendar days of the close of open enrollment.
- (d) The Board shall send to the BTU an updated Sick Leave balance statement on a regular basis.

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

1. A leave of absence under this policy for a full-time employee shall be granted for a total of twelve (12) work weeks during any school year (July - June) for one of the following reasons:
  - a. birth of a son or daughter of the employee and in order to care for such son or daughter.
  - b. placement of a son or daughter with the employee for adoption or foster care.
  - c. care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent, has a serious health condition.
  - d. a serious health condition that makes the employee unable to perform the functions of the position of such employee.
2. For purposes of this policy, an "eligible employee" means an employee who has been employed:
  - a. for at least twelve months by the Board;
  - and
  - b. for at least 784 hours of service with the Board during the previous twelve month (July-June) period.
3. Employees who are part-time unit members (not less than four [4] hours per day) shall be eligible for a pro-rata amount of twelve (12) weeks of leave. For example, an employee who is sixty (60) percent of full-time is eligible for 7.2 weeks of leave or 36 days.

4. If both a husband and wife are employed by the Board, the aggregate number of workweeks of leave to which both may be entitled is twelve (12) workweeks.
5. Employees who are on leave granted under this policy who are eligible and receive Board provided group health insurance when actively working for the Board shall maintain this coverage for the duration of such leave. Employees who pay for dependent insurance and other types of Board offered insurance coverage must make arrangements before going on leave or in emergency situations, as soon as possible thereafter, to make direct premium payments to the Board while on leave to continue this coverage.
6. Family leave as outlined in number one above, subsections a & b above shall not be taken intermittently. The affected employee must take a minimum of four (4) weeks of leave.
7. Medical leave as outlined in number one above, subsections c & d may be taken intermittently when medically necessary. Under such circumstances, the employee must try to schedule the leave so as not to unduly disrupt the employer's operations. Also, the Superintendent may place the employee in an alternative position which better accommodates intermittent leave.
8. The Board shall require a medical certification from eligible employees who request medical leave under the FMLA. The form will be provided by the Superintendent and the completed form must be returned within five (5) working days. This deadline may be extended in unusual circumstances as determined by the Superintendent.
9. This leave may be taken before or after utilizing any other leave provisions to which the employee is entitled to under the provisions of this contract.

T. **Americans with Disabilities Act:** The Board shall comply with the Americans with Disabilities Act (ADA). The Americans with Disabilities Act of 1990 provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the School Board, or be subjected to discrimination or harassment.

**Discrimination Complaints:** Any employee who believes he/she has been discriminated against, denied a benefit, or excluded from participation in any School Board education program or activity, on the

basis of disability in violation of ADA, may file a complaint with the Office of Equal Educational Opportunities/ADA Compliance.

U. **Professional Sabbatical Leave**

1. **Eligibility Requirements**

- a. Full-time bargaining unit members who are in an active pay status (not on leave) with an IPAS evaluation score of satisfactory, hold a current professional certificate, have a minimum of five (5) creditable years with the Board, and are on Step 10 or above prior to the effective date of the Professional Sabbatical Leave. The leave will be for a full school year. An employee is only eligible for one (1) such leave during their career with the Board.

2. **Requirement While On Leave:**

- a. The employee must undertake an activity that will be beneficial to him/herself, and the school district. Applicants must be pre-approved for the leave. Acceptable projects during said leave include, but are not limited to:
  - 1. perform community services.
  - 2. serve as a School Board volunteer.
  - 3. conduct educational academic research on a pre-approved topic. If this option is selected, the employee must provide the Board with a research report.
  - 4. teach undergraduate or graduate classes.
  - 5. to learn a second language.
  - 6. to upgrade skills related to career and technical education.

3. **Benefits**

- a. Teachers on this leave will be paid \$5,000 per year equal monthly installments of \$500 (less FICA and withholding taxes) for an employee on a full school year calendar for ten (10) months. The Board will pay retirement contributions on these payments. The payment of said amounts shall be in accordance with the provisions of Article 19, Section n of this agreement. Employees working less than full time shall receive a pro-rata share of the \$5,000. The Board will pay retirement contributions on these payments.

- b. The affected teacher may retire at the conclusion of this leave or may elect, upon return from such leave, to make additional retirement contributions and receive retirement credit for the leave period, based on the full salary earned prior to the leave of absence. If additional contributions are not made, only the employee's sabbatical pay shall be used should such period be included in the employee's average final compensation.
  - c. Professional Sabbatical Leave recipients will continue to receive Board paid insurance benefits equal in value to what the employee would have if not on leave.
- 4. **Application Procedures:**
  - a. Employees must apply for the leave not later than June 14th of each year.
  - b. This leave is irrevocable and the employee may not return to work prior to the conclusion of the leave.
- 5. This program shall automatically expire at the end of this contract and may only be continued by mutual written agreement between the School Board and the Broward Teachers Union.

**V. Donation of Sick Leave to a Family Member:** An employee may donate to or receive from a qualified member of his/her family who is a district employee earned and accrued sick leave in accordance with the following procedures:

- 1. Qualified family member is defined as a spouse, child, parent, sibling who is also employed by the Board.
- 2. Days/time may not be donated until such time as the recipient has depleted his/her own sick leave and vacation accrual, excluding sick leave from a sick leave pool in which he/she is a participant.
- 3. Donated days/time shall have no value for the purpose of terminal pay or any other program and/or provision that provides pay for accrued sick leave.
- 4. Donated days/time shall not be utilized for the purpose of personal reasons leave nor shall it be utilized for purpose of meeting requirements for membership in the Sick Leave Bank.

5. Donated days/time shall not disqualify the donor from eligibility for incentive awards under Article 21.
6. Employees shall comply with procedures contained in School Board policy for the donation of sick leave to a family member regarding the exchange of sick leave, the calculation of payments, notification requirements, and other matters not covered in this section.

**W. Declared Emergency Paid Leave:**

1. A declared emergency is defined as one declared by federal, state, or local officials.
2. Employees may receive Declared Emergency Paid Leave when one or more of the following conditions exist:
  - a. The Superintendent or designee is authorized to declare that an emergency event exists for which said leave is available.
  - b. The employee is unable to return to work due to required evacuation.
  - c. The employee sustains personal injury or significant damage to their personal residence.
  - d. The employee is needed to assist a family member with a storm related health emergency.
  - e. The employee is required to participate in relief efforts.
  - f. The employee's personal involvement is required for other emergency related circumstances.
3. Requests for leave must be recommended by the authorized supervisor for approval by the Superintendent or designee.
4. The employee may be required to provide documentation of the condition(s) in subsection 1 above for which leave is requested.
5. Declared Emergency Paid Leave shall not exceed ten (10) days per declared emergency event unless authorized by the Superintendent.
6. Declared Emergency Paid Leave shall not be deducted from the employee's accrued leave.

## **ARTICLE TWENTY-FOUR EMPLOYEE ASSISTANCE PROGRAM**

- A. **Establishment:** The Board and the BTU recognize the necessity for identifying, developing, promoting and promulgating sound physical and mental health and developing prevention and correction programs for bargaining unit members. As a result of this awareness, and at the request of the BTU, the School Board has established an Employee Assistance Program.
- B. **Purpose:** The basic elements of this program may include:
  - (a) referring troubled employees to community resources for counsel or treatment.
  - (b) developing programs for stress reduction.
  - (c) developing procedures for identification and referral of employees in need of assistance.
- C. **Committee Composition:** The BTU shall designate two (2) members to an "Employee Assistance Program" Committee. The Superintendent shall appoint two (2) members. The Committee shall make recommendations to the Superintendent and the President of the Broward Teachers Union concerning program procedures and services.
- D. **Enrollment:** Any employee who desires to enroll in the Employee Assistance Program or is recommended for enrollment must submit a request to the program coordinator.
- E. **Special Leave:** Such employees who have depleted all of their available sick leave must request a special unpaid leave of absence from the Board not to exceed one (1) year. The term and conditions of the leave shall be determined by the Board.
- F. **Drug Free Workplace**
  - 1. The Board and the BTU recognize that substance abuse in our nation and our community exacts staggering costs in both human economic terms. The Board and BTU share a commitment to maintain a drug-free work place.
  - 2. Reasonable suspicion testing requires authorization of the Director of Risk Management or the Special Investigative Unit.



Administrators requesting reasonable suspicion drug tests shall be trained and competent in the recognition of drug/alcohol abuse. Circumstances under which testing may be considered include, but are not limited to, the following:

- a. observed use of illegal drugs and/or abuse of alcohol during work hours
  - b. apparent physical state of impairment of motor functions
  - c. marked changes in personal behavior on the job not attributable to other factors
  - d. employee involvement in serious or repetitive accidents on the job, causing personal injury to self or others and/or significant property damage.
3. Drug and/or alcohol testing shall be conducted by Board approved, independent, certified laboratories utilizing recognized techniques and procedures, as described in the School Board of Broward County "Reasonable Suspicion Drug Testing" procedures, which is incorporated by reference into this contract, and made part thereof.
4. Employees subject to drug testing procedures shall be treated in a respectful and confidential manner. Employees shall be informed of the intention to require a drug/alcohol test and the basis upon which the test is being required. Employees shall have the right to consult with a representative of the BTU, provided it does not delay the testing process unreasonably, and shall be informed of this right prior to submitting to a testing request. Employees shall not be required to pay for any drug tests required by the Board.
5. Employees who test positive for the first time shall be referred to EAP. Successful completion of a recommended program may mitigate any recommended disciplinary action.
6. All information received or produced as a result of a drug testing program are to be treated as confidential to the extent possible under provisions of state and federal law.

## **ARTICLE TWENTY-FIVE REASSIGNMENT & TRANSFER**

It is the intent of the parties to provide staff stability and opportunities for reassignment and transfers. The following procedures shall be utilized to achieve this objective:

### **A. Reassignment**

1. A reassignment is defined as a change in grade level or subject assignment at an employee's currently assigned work location; or, in the case of a teacher assigned to a center, area, or off campus facility, a change in any position under the direction and supervision of a principal regardless of site location.
2. Employees who desire to be reassigned shall file a written statement with his/her school principal of such desire. Voluntary requests for reassignment shall receive first consideration to the extent that vacancies exist within the building/location.
3. Involuntary reassignments shall be made at the discretion of the principal provided the authority is exercised in a professional and fair manner; not arbitrary or capricious. The principal shall advise the employee through a personal interview that a reassignment is being recommended and the reasons therefore.
4.
  - (a) An employee with a complaint about being unfairly reassigned in an arbitrary and capricious manner may present the complaint to his/her principal.
  - (b) If the principal is unable to resolve the complaint the employee may present the complaint to the Chief School Performance Accountability Officer for review.
  - (c) If the Chief School Performance & Accountability Officer is unable to resolve the complaint, the Superintendent of Schools and the President of the BTU will meet periodically to jointly resolve the unresolved complaints. The resolution at this level is final and binding and shall not be further challenged under Article 34 of the contract.
5. Employees receiving an involuntary reassignment during the school year shall receive three (3) non-assigned preparation days prior to the start of the involuntary assignment.

## **B. Transfers**

1. A transfer is defined as a permanent (more than one semester) change in the school, center, off-campus facility or other location at which the employee is regularly assigned. For purposes of this section a main building, any annex building(s), or portable classrooms shall be deemed to be part of the same school, center or off-campus facility irrespective of physical location provided that all such facilities have the same administrator.

For Psychologists, School Social Workers and other such employees who are assigned to school/center, a transfer is defined as a change in the school/center.

Reassignment as defined in Article 25-A(1) shall not constitute a transfer for the purposes of this agreement.

2. A transfer for an employee who is assigned to work in a program or activity which regularly or occasionally requires performing work at more than one school, center, off-campus facility or other location (e.g. store front schools or detention facilities) shall be deemed to occur only when the employee is moved to a program or activity which is under the supervision of a different principal or administrator.
3. The parties agree that prior to the effective date of any mergers, expansion or consolidation of programs or activities which require changes in employee work locations, the School Board will give written notice to the BTU. Upon request of the BTU, the BTU president and the Superintendent, or their respective designee, will meet and confer regarding the movement of the employee.
4. Employees who desire a transfer shall file a written statement with their principal of such desire on such form as set forth in annexed Appendix C, one copy of which shall be filed with the principal by the employee, one (1) copy filed with the Division of Human Resources & Equity and one (1) copy to be retained by the employee.
5. **Posting of Vacancies:** Except in instances when voluntary transfers are approved by the Superintendent, the Superintendent shall post in all school offices and faculty rooms, all vacancies, including the anticipated vacancy list upon publication the subject area or grade level of the vacancy, the date the vacancy will occur,

the qualifications required and the school in which the vacancy exists. A vacancy shall be deemed to have occurred when a full-time employee is sought to fill a full-time position. Such posting shall be made at least seven (7) working days before the vacancy is to be permanently filled. Vacancies in virtual school positions shall be advertised in the same manner as full-time positions.

C. **Voluntary Transfers (Regular & Special):**

1. Transfer applications shall be provided by the District and may be submitted any time after January 1<sup>st</sup> through the last day of the regular school year for the following school year. Such applications shall remain active until the following December 31st.

Applicants may request and specifically list ten (10) schools to which they are interested in transferring.

2. The staff of the Division of Human Resources & Equity shall forward all such requests to the work locations requested by the applicant.
3. **Transfer Window:** Voluntary transfer applicants who have requested a specific school for the following school year must all be considered before the affected principal can fill the vacancy with a new hire. After the schools budgets have been finalized, an early transfer window, using an efficient method for interviews, will allow only teachers who have requested voluntary transfers (regular and special) to transfer. Applicants may be interviewed prior to the placement of teachers being involuntarily transferred. Following this transfer window, involuntary transferred teachers will be placed. After the placement of involuntary transfers, the transfer window will be reopened for regular and special voluntary transfers. Except for hardship transfers, no transfer will be allowed if the employee does not apply by the last day of the regular school year and then no transfer will be allowed after the close of work on the day before school starts for students each year. Factors to be considered by the principal include, but are not limited to:
  - a. required certification/qualifications for the position.
  - b. sending and receiving school's faculty racial ratio.
  - c. mutual agreement of employee and the affected administrators.
  - d. seniority of the affected employee.

4. **Special Transfers**

**Hardship Transfers:** For purposes of this section, a "hardship" shall be a situation when a teacher has completed a year of service with the District and:

- a. travels 20 miles or more one-way, by the most direct route within Broward County limits to the assigned work location; or
- b. has a serious medical and/or personal problem which can be substantiated by a Board selected physician or acceptable written explanations as determined by the Superintendent. Employees meeting the criterion in this section, may apply for a medical/personal problem transfer at any time and may be transferred after the start of the school year for students.
- c. An employee who meets the "hardship" definition will be guaranteed an interview for a Board determined vacancy at one (1) of the ten (10) schools the employee selects, except during the early transfer window.

**Guaranteed Transfers:** Voluntary transfer applicants shall be granted a transfer if a vacancy exists for the following school year in one of ten (10) schools the employee selects based on the following conditions listed below. However, no transfer will be considered if the employee does not apply by the last day of the regular school year. No transfer will be allowed after the close of work on the day before school starts for students each year.

- a. Transfer applicant holds the required certification/qualifications for the position.
- b. The affected teacher must have completed not less than fifteen (15) consecutive years in /her current school.
- c. Not more than ten (10) percent (rounded up to the nearest whole number) of the bargaining unit members at a school will be eligible for a transfer under this section. The ten (10) percent shall be determined by the longest number of years of bargaining unit service at their current school. In case of a tie, Article Three, Section E, 3, c-d shall be utilized.
- d. If more than one eligible teacher requests the same vacancy and they are certified for said position, it shall be awarded by

bargaining unit seniority. Ties shall be broken pursuant to the provisions of Article Three, E, 3.

- e. No school in the District shall be required to accept more than the following number of teachers under the provisions of this section number 5:  
ESE, elementary =1  
Middle =2  
Technical Colleges and High Schools=3
- f. The Superintendent can reject a transfer under unusual conditions as determined by the Superintendent such as the need for diverse staff, ESOL requirements and those supplements listed in Article 25, D, 5.
- g. Transfers under this section shall be processed before other voluntary transfers requested under section 3 above, except during the early transfer window.
- h. All transfers under this section shall stop on the close of work on the day before school starts for students each year.

**Return Transfers:** Teachers who are involuntarily transferred shall have the first right of refusal for vacancies that occur at their previously assigned school prior to the close of the transfer window.

- 5. **Superintendent Approval:** After the day before school starts for students each year, the Superintendent may approve voluntary transfers under extenuating circumstances as determined by the Superintendent.
- 6. **Delay of Voluntary Transfers:** Voluntary transfers shall not be processed until such time as the District has depleted the list of surplus teachers needing placement under Section D. below, except during the early transfer window.

D. **Involuntary Transfers:** Involuntary transfers will be made with the approval of the Superintendent when a reduction in the number of employees in a school is necessary, or to prevent disruption of the instructional program.

- 1. When a reduction in the number of employees in a Board designated subject area/program or specific positions within a high school, middle school or technical center is necessary, notice of the reduction shall be posted and all volunteers shall first be

transferred, after which involuntary transfers will be made on the basis of seniority in the district, those lowest in time of service in the district being transferred first, provided the employee retained is qualified to perform the required work. The teacher who volunteers to transfer shall provide his/her principal with a list of ten (10) schools that he/she would prefer to transfer to. If two or more such volunteers request the same school and a vacancy exists for which the employee is qualified, the most senior teacher shall be transferred to said school. If no vacancies exist at any of the ten (10) schools at the time an involuntary transfer is necessary, the voluntary teacher(s) shall remain at his/her school and an involuntary transfer shall take place pursuant to the provisions of this section.

a. The parties recognize that in certain career and technical subjects/disciplines, specific training and experience may be required to successfully teach a course. Therefore, when it becomes necessary to surplus a career and technical teacher, the surplussed teacher must demonstrate one (1) or more of the following before being placed in a vacant career and technical position:

1. Recency of teaching experience in the subject and/or program.
2. A license or documentation and/or recency of business/industry work experience necessary to meet the program needs.

b. If a surplussed teacher cannot meet the criteria listed above, the employee will be placed in a non-career and technical (excluding dropout prevention) class if said employee has another area on his/her certification. If the employee does not have a non-career and technical area on his/her certification, the employee may select one (1) of the following options:

1. Placed by the District as a replacement teacher.
2. Become retrained and add a new area to his/her certification by taking a critical shortage sabbatical leave.

2. **Reduction By Seniority:** When a reduction in the number of employees within an elementary school or exceptional student center is necessary, notice of the reduction shall be posted and all

volunteers shall first be transferred, after which involuntary transfers will be made on the basis of seniority in the district, those lowest in time of service in the district being transferred first, provided the employee retained is qualified to perform the required work. The teacher who volunteers to transfer shall provide his/her principal with a list of ten (10) schools that he/she would prefer to transfer to. If two or more such volunteers request the same school and a vacancy exists for which the employee is qualified, the most senior teacher shall be transferred to said school. If no vacancies exist at any of the ten (10) schools at the time an involuntary transfer is necessary, the voluntary teacher(s) shall remain at his/her school and an involuntary transfer shall take place pursuant to the provisions of this section.

3. **Assigned By Seniority:** In filling vacancies, qualified employees who are being involuntarily transferred shall be assigned by seniority before assignments are made for new employees and for employees seeking voluntary transfers, except during the early transfer window.
4. **Position Assistance:** When an involuntary transfer is required, the district shall provide assistance in finding a new position which the employee would prefer to accept. The district shall provide affected employees with a copy of the anticipated vacancy list upon publication and all Board declared employee job vacancies. Also, said employee(s) shall provide his/her principal and the Superintendent's designee with a list of ten (10) schools in the county to which they would prefer to be transferred to. If no position exists, the employee shall be transferred to an available position. Those schools where special programs (i.e. SIG) exist shall be exempt from receiving involuntarily transferred teachers when both parties agree to the program terms through a Memorandum of Understanding (MOU).
5. **Exempt from Surplussing:** The parties agree that the principal has the responsibility to maintain Board approved curricular and co-curricular activities. When it becomes necessary for the Superintendent to implement the provisions of this section, the principal may provide for the following curricular and co-curricular exemptions:

Athletic director, those head coach positions listed in Appendix F, I, D, 2, of this Agreement, drama coach, debate coach, academic games sponsor, newspaper sponsor, yearbook sponsor, music, department chairperson, team leader and grade level chairperson.



6. **Steward Superseniority:** One (1) BTU steward per school shall be given superseniority and also be exempt from the provisions of section five above. The BTU will provide the Superintendent with an annual list of the official steward at each school that this section shall apply to. This shall be the same steward as the one referenced in Article Six, Section F (4) of this agreement.
- E. An employee shall not be assigned or transferred during the term of this Agreement on the basis of the amount of salary of the employee.
- F. **PROCEDURES TO FILL VACANCIES AT NEW SCHOOLS**
1. The Superintendent will determine the number of total anticipated vacancies at the new schools. Vacancies will be categorized by subject areas, i.e., math, science, elementary education, early childhood education, art, music, guidance, etc.
  2. Chief School Performance & Accountability Officer will inform the Chief Human Resources & Equity Officer of the number of teachers from feeder schools that will need to be transferred.
  3. Principals at new elementary schools will be permitted to advertise district wide and select Grade Level Chairpersons, Media Specialist, ESE Specialist, and a School Counselor, immediately to assist in the opening of the new school. At new middle schools and new high schools, the principal may hire the Department Heads and or Team Leaders, Media Specialists, ESE Specialists, Athletic Director and Guidance Director.
  4. The principal of the feeder school(s) shall notify staff of the necessity to reduce personnel. At the school, the entire staff is notified in writing of reduction as per Article 25 of the contract. The principal notifies staff of areas where reduction will occur (i.e., number of elementary, early childhood education). Instructional Staffing will notify teachers at the feeder school who are on a Board approved leave of the necessity to reduce personnel. They will be given an opportunity to complete a transfer request form.
  5. The reduction of students from feeder schools determines the minimum number of positions available for transferring teachers from the feeder schools by using a ratio of 30 to 1 and/or appropriate ESE ratios.
  6. Vacancy lists will be made available to those employees at the feeder schools.

7. Employees may complete a voluntary transfer form listing up to ten (10) schools and submit it to their principal by April 15<sup>th</sup> or 45 days prior to the anticipated opening after the commencement of the regular school calendar. If more feeder school employees volunteer to transfer to a new school than the number of positions created by the reduction of students from feeder schools, 60% of the positions from a feeder school will be filled by seniority and the principal will interview and select employees for the remainder of the positions. If fewer employees apply to transfer than there are vacancies, all employees will be transferred to the new school(s).
8. After voluntary transfers have been exhausted at the feeder school, involuntary transfers will take place at the time the District processes involuntary transfers district wide. Involuntary transfers shall be handled at the sending (feeder) schools pursuant to the provision in Article 25, Section D of the BTU-School Board Collective Bargaining Agreement. Principals of schools may retain employees identified in this provision for the curricular and co-curricular activities pursuant to Article 25. AC employees who hold such provisions and who are recommended for employment for the next school year shall remain at the schools.
9. Attempt will be made to keep employees at the same level, i.e., early childhood education, elementary, art, music, physical education, etc.
10. A printout of seniority and certification school-wide will be available at all feeder schools for seven (7) workdays prior to the deadline for voluntary transfer forms.
11. New employees to the district will not be hired in applicable vacancies until placement of all involuntarily transferred employees have been made.

## **ARTICLE TWENTY-SIX REDUCTION IN PERSONNEL**

In the event the Board determines that the number of employees must be reduced for any reason, such reduction in employees shall be based on objective, reasonable and nondiscriminatory standards which (1) shall not be arbitrary or capricious; (2) shall not deprive employees of other rights conferred by this agreement or laws of Florida and the United States; and (3) shall be capable of uniform application. If a reduction in employees is determined to be necessary, the following procedure shall be controlling:

### **A. Layoff:**

1. Prior to implementing a reduction in personnel, the Superintendent shall meet with representatives of the BTU to discuss the proposed Board action and solicit their suggestions.
2. The Board shall determine the net number of positions to be reduced and the subject area/programs or specific positions in which layoff shall occur.
3. The least senior employees in each subject area/program or specific positions shall then be laid off. See Article Three, Section E for the definition of seniority. Retained employees must be qualified for their assigned positions. A laid off employee is not entitled to replace another employee in a different subject area/program. However, if the employee(s) identified for layoff holds another certification in a subject area/program for which a vacancy exists in the system, then said employee(s) shall be offered the vacancy if he/she is qualified for the position. If more than one (1) employee with dual certification who is to be laid off qualifies for a district vacancy, then the job vacancy shall be offered to the most senior employee as defined in this contract.
4. If layoffs are to occur, a seniority list in accordance with this Article shall be prepared by the Board and a copy thereof made available to the union.

### **B. Recall:**

1. Employees will be recalled to the same subject area/program they were teaching at the time of their layoff in reverse order of layoff when a vacancy occurs.

2. Each employee on layoff shall be required to provide the district Human Resources & Equity office in writing with a current address to which a letter of recall may be sent.
  3. If a recall opportunity exists, a letter shall be mailed to the employee, certified mail, return receipt requested. If the letter is mailed to the address provided by the employee and is returned to the Board because the address is incorrect, the Board has fulfilled the obligations of this sub-section.
  4. An employee offered a recall opportunity must notify the Board in writing of his/her decision within seventy-two (72) hours of receipt of the Board offer.
  5. An employee who has been laid off shall maintain recall rights for twenty-four (24) months from the date of layoff or until he/she refuses a recall opportunity, fails to respond to a recall letter, submits a resignation, or accepts employment in another school district, whichever is less.
- C. An employee who has started his/her sixth year of service and who will qualify for retirement by the end of that year shall be permitted to complete the school year so as to acquire the necessary service to become vested in the retirement system.
- D. No new or substitute appointments may be made while there are laid off employees available who are qualified to fill the vacancies.
- E. The employee laid off pursuant to this Article shall be given the opportunity to continue insurance coverages in existing programs during the layoff provided that the premium for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

**ARTICLE TWENTY-SEVEN**  
**SCHOOL CALENDAR**

- A. The school calendars for the term of this contract shall be as set forth in this Agreement and shall not exceed 196 days of service for regular contract employees. However, new bargaining unit members shall work 197 days during their first year of employment (see Article Five, Section T).

Should extenuating circumstances require a reexamination of this calendar by either party, such re-examination shall occur through negotiations prior to final adoption of the respective yearly calendar by the Board. The 196 days of service shall include six (6) paid holidays for employees. Negotiations under this section shall not prevent the Board from establishing and acting on dates necessary for the opening or closing of all schools in the district and for the conduct of all necessary activities related thereto.

- B. Full-time teachers employed in the Virtual School program shall observe the calendar and work year of the state's virtual school program.

**ARTICLE TWENTY-EIGHT  
EMERGENCY SCHOOL CLOSING**

- A. **Authority:** The Superintendent of Schools shall exercise full authority granted under Section), Florida Statutes, to close any or all schools during an emergency. When emergencies arise to close any or all schools, he/she shall immediately notify the School Board of the action taken and the reason therefore and immediately implement administrative procedures which will include announcements over local television and radio stations when such services are made available in order to alert personnel, students, parents and the community.
- B. Nothing in this Article shall require the Superintendent or the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God or a labor dispute with employees outside the bargaining unit.
- C. **Meeting:** When the emergency closing results in a day or days off for employees, Board and BTU representatives shall meet within 48 hours and by mutual agreement recommend amendments to the calendar to substitute another day or days work, if necessary, in order to fulfill the complete contract year and avoid loss of pay to employees and loss of FTE revenue to the Board provided, however, if mutual agreement is not reached by the next payroll period, the Superintendent shall recommend an appropriate calendar adjustment to the Board.
- D. When one (1) or more school or school offices are officially closed by the Superintendent, no leave days previously arranged by an employee will be deducted for such emergency days.

## **ARTICLE TWENTY-NINE UNION RIGHTS**

- A. **Access Rights:** The BTU and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, in accordance with Board policy and rules.
- B. **Equipment:** The BTU and its representatives may, upon approval of the principal, have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating and photocopying equipment, calculating and computing machines, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The BTU may pay for the reasonable cost for such use and for all materials and supplies incidental to such use.
- C. **Posting of Notices:** The BTU shall have the right to post notices of activities and matters of BTU concern in the same location as employee mailboxes, as well as on such bulletin boards previously designated or as designated by mutual agreement of the BTU steward and the principal. Only official BTU notices may be posted. Notices endorsing any national, state, or local political candidate shall be prohibited. The BTU shall have the right to use the Board mail system providing that the union complies with all provisions of the Private Express Statutes, including postage requirements. The parties shall agree on procedures prior to implementing the use of Board's mail system. The use of the District electronic mail system shall be permitted in accordance with the guidelines listed below:
  - 1. The District's electronic mail system is software that is licensed to the SBBC for District business purposes and that email communications are generally not exempt from the public records requirements of Chapter 119, Florida Statutes.
  - 2. Use of the District's electronic mail system is a privilege afforded to employees for the efficient operation of the District business practices.
  - 3. BTU Stewards shall be permitted to access and utilize their location electronic mail as it relates to their roles as union representatives. The following rules shall apply for such usage:
    - a. BTU Stewards shall abide by Florida Statute, The Code of Ethics and the Principles of Professional Conduct of the

Education Profession in Florida, and the provisions of Article 29, Union Rights.

- b. BTU Stewards shall also comply with all applicable provisions of School Board Policy 5306, School and District Technology Usage.
  - c. The first violation of the provisions outlined in subsection A and B above shall result in a written warning to the offender with a copy to the President of the BTU and the Director of Employee & Labor Relations.
  - d. A second violation of the provisions outlined in subsection A and B above shall result in a three-month suspension of electronic mail privileges to the offender. The BTU President and the Director of Employee & Labor Relations shall be notified when such action is taken.
  - e. A third violation of the provisions outlined in subsection A and B above, shall result in a six-month suspension of the District electronic mail privileges to the offender. The BTU President and the Director of Employee & Labor Relations shall be notified when such action is taken.
  - f. A fourth violation of the provisions outlined in subsection A and B above, shall result in permanent suspension of the District electronic mail privileges for the offender. The BTU President and the Director of Employee & Labor Relations shall be notified in writing when such action is taken.
- 4. District employees on leave shall be afforded a District electronic mail account.
  - 5. The BTU and the SBBC shall jointly provide training to include the review of the District's electronic e-mail policy once per year to the BTU stewards.

**D. Conduct Business:**

Stewards will be provided release time to carry out their duties as union representatives on five (5) days in the school year as selected by the BTU prior to the start of the school year and excluding any days during the first/last week of school or before/after a holiday. BTU shall appoint one steward at each worksite who shall be released for the entire workday for the purpose of attending union meetings, training activities, joint



labor/management activities, or for addressing union responsibilities at the worksite as determined by the BTU. On one (1) of these five (5) days in the school year on a mutually agreed date, the parties agree to schedule collaborative training on labor/management issues for stewards and administrators.

- E. **Information and Reports:** The Board agrees to furnish to the BTU, in response to reasonable request, annual financial reports and state audits, periodic financial reports regularly submitted by the Superintendent to the Board; Superintendent's tentative budget and the final budget; full Board agendas furnished Board members and minutes of Board meetings; names and addresses of all employees, salaries paid thereto and certificate rank and years' experience thereof; pupil enrollment, enrollment projections, membership and attendance data; and such other specific information, if available, as will assist the BTU in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the BTU to process any grievance.

Failure to furnish the above requested information shall not be the basis of a grievance unless it can be affirmatively shown that the information sought can be specifically identified and is available in the form sought and the information sought, in the form requested, is denied after a reasonable time. Unintentional inaccuracies of the information furnished and subsequent revisions of data based on revised information shall not be the basis of a grievance.

- F. **Discrimination:** The provisions of the Agreement shall be applied without regard to race, creed, color, religion, national origin, age, sex, handicap or marital status.
- G. **Board Agenda:** The BTU may appear on the Board agenda to discuss Board business. In order to do so, the Superintendent must be contacted in accordance with regular notice requirements in advance of the Board meeting, in order that the item may be placed on the official Board agenda. The presentation shall be limited to the topic listed.
- H. **Payroll Dues Deduction:** The Board shall, upon written assignment authorization of the employee, deduct BTU dues. The BTU shall furnish, distribute and process assignment authorization forms, said forms to be filed by BTU with the Division of Human Resources & Equity. Employees who desire to become members of the BTU shall file their assignment authorization forms with the BTU. Pursuant to such authorization, the Board shall deduct such annual sum as authorized in equal monthly payments from the employee's regular salary check, beginning with the

salary check received by the employee in the month following the date of authorization. Bargaining unit members working less than 7.5 hours per day who have authorized dues deduction shall have deducted from their pay an amount equal to 50 percent of the dues amount paid by full-time teachers. Such authorization shall continue in effect from month to month thereafter, unless revoked by the employee in writing to the BTU and to the Division of Human Resources & Equity, not less than thirty (30) days prior to the next payroll cutoff date.

The deductions shall be remitted not less frequently than monthly to the BTU. The right to such dues deductions shall be granted exclusively to the BTU and shall not be granted to any other employee organization seeking to represent employees in the bargaining unit. The BTU shall notify the Division of Human Resources & Equity of the amount of any change in annual dues to be deducted not later than the last workday of the month prior to the month in which such change becomes effective. The BTU agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this section.

- I. **Other Deductions:** Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, insurance, BTU special service programs, or any other plans or programs approved by the BTU and the Board as a part of this Agreement, or additional programs approved by the Board that are not a part of this Agreement. The BTU agrees to indemnify and hold harmless the Board, each individual Board member and all administrators against any and all administrators against any and all claims, costs, suits or other forms of liability, and all court costs arising out of the application of the provisions of this section programs approved by the BTU.
- J. **School Visitation and Meetings:** Upon prior notification at the site, the BTU president, staff and other representatives will be allowed to visit schools to investigate teaching conditions, employee complaints, problems, official union business, or for other purposes, except political campaigns, relating to BTU affairs-, subject to the following:
  1. All BTU officers and representatives shall comply with School Board Policies and school site procedures for site visitations.

2. BTU representatives may visit and confer with individual bargaining unit members at any time other than their student contact time or school meetings.
  3. BTU representatives may visit and confer with bargaining unit members before and after the school day provided such meetings do not interfere with any scheduled school activities.
  4. If BTU representative desires to confer with multiple employees, the principal will facilitate the visit by assigning a reasonable location for the representative to confer with employees upon the request of BTU.
- K. **Reports at Faculty Meetings:** The BTU steward(s) shall, upon notice to the principal of the agenda, be given an opportunity at each building faculty meeting to present brief reports and announcements not to exceed ten (10) minutes.
- L. **Labor-Management Meeting:** Representatives of the Superintendent and the BTU may request and shall be granted a Labor-Management meeting at any time during the school year for the purpose of discussing the administration of this Agreement. Each party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering what it wishes to discuss.
- M. **Membership Pins:** No employee shall be prevented from wearing pins or other identification of membership in the BTU or its affiliates.
- N. **State Convention:** The school calendar each year shall include a teacher planning day on that Friday during the annual convention of the state affiliate of the BTU. Employees with official responsibilities at such meeting, as verified to the Superintendent by the BTU president, shall be granted temporary duty leave for that Friday.
- O. **Union Leave:** The president and vice president of the BTU, the president of the state affiliate, and the executive officers of the national affiliate shall be granted temporary duty leave for their respective term of office. Also, a bargaining unit member who has more than three (3) years of experience in Broward County and is hired by the Broward Teachers Union as a full-time staff representative is eligible for a temporary duty leave.

Upon return from leave, the employee shall be placed in the same position held before such leave, or if such position is not available, to a substantially equivalent position within the scope of the employee's

certification. Such employee shall have the right to continue participation in the retirement system and insurance programs of the district, as well as to receive credit for salary increments, all as if in actual service to the district. The BTU shall reimburse the Board for the actual cost of such employee's salary and benefits.

- P. **Paid Leave Days:** The Board shall provide a pool of paid leave days not to exceed 1,500 in any given school year for the purpose of conducting certain union business. The following criteria shall govern the use of said leave days:

1. The BTU president or his/her designee shall notify the Board's Director of Employee & Labor Relations or his/her designee not later than five (5) working days in advance of the requested leave day. The purpose and nature of the leave shall also be provided at that time.
2. Through the Employee & Labor Relations Department, the Board shall pay the cost of the substitute, if required, for any requested leave by an employee to attend special meetings called by the Board or to participate on any committee identified in this Agreement. Such leave shall not be deducted from the pool of leave days allocated to the BTU.

If the reason for the requested leave is for the purpose of conducting union business, then the BTU shall reimburse the Board the actual cost of the substitute, in a timely manner. Such leave days shall be deducted from the pool of leave days allocated to the BTU.

3. No bargaining unit member may use more than five (5) consecutive workdays of leave in a school year. No bargaining unit member may use more than fifteen (15) days from the pool in a school year. However, by mutual agreement, this limitation may be extended by the parties.

- Q. **Computer Tapes:** The Board agrees to provide to the BTU the dues deduction computer tape printout from PY511J, or its equivalent if the system should change, as requested by BTU, to transfer data to BTU contracted independent computer services. BTU agrees to reimburse the Board for the actual additional cost of such service.

- R. **Sole Bargaining Agent:** The rights granted to BTU in this Agreement shall be granted to BTU exclusively as the sole and exclusive bargaining

agent and shall not be granted to any employee organization seeking to represent employees in the bargaining unit.

- S. **Contract Enforcement:** BTU officers, stewards and other BTU representatives shall be allowed to engage in activities directly related to the administration of the Agreement when not directly instructing students.
- T. **Roster of Bargaining Unit:** The Board agrees to furnish the BTU, four (4) times each year, June 15, September 15, December 15, and March 15, two (2) full file information rosters of bargaining unit members, (one in alphabetical order by location--one in alphabetical order).
- U. **Parking/I.D. Passes:** The President of the BTU and all full-time paid professional BTU staff shall receive parking and identification passes that allow parking and personal entry into the Kathleen C. Wright Administration Building. The BTU shall provide a written list of paid, professional staff members, and the name of the President of the Union to the Chief Human Resources & Equity Officer. This provision does not cover BTU support staff, such as secretaries. The number of passes shall not exceed fifteen (15).
- V. **Harassment of Steward(s):** The official BTU steward(s) at each school should not be subject to harassment, abusive language, upbraiding, insults or interference by a principal in the performance of the steward's official union duties. Steward complaints under this paragraph shall not be subject to the provisions of Article Thirty-Four but shall be directed to the appropriate Chief School Performance & Accountability Officer for final and binding decision. The BTU shall provide a list to the Superintendent not later than March 1st of each year containing the names of the official BTU stewards at each school. The number of stewards at each school is limited to the formula listed in Appendix ~~L~~ H of this agreement. The BTU will provide the Superintendent with the names of new stewards who are replacing another steward whenever such action is necessary.
- W. **Superseniority for Stewards** pertaining to summer school employment, and involuntary transfers can be found in Article Six-F and Article Twenty-Five D respectively.
- X. **Florida Law:** Nothing contained herein shall be construed to deny or restrict to any employee rights granted under the Florida School Laws or other applicable laws and regulations.

- Y. **Release Time for Union Meetings:** BTU stewards and members of the BTU Executive Board may be released early to attend monthly meetings, with the approval of the principal, provided that this shall not interfere with or disrupt normal school operations. Approval will not be unreasonably denied.

The BTU agrees to provide the Chief Human Resources & Equity with a list of stewards and Executive Board members and shall also provide a schedule of their meetings by September 15<sup>th</sup> each year.

- Z. Stewards' planning periods shall be scheduled at the end of the student day, where feasible.

## **ARTICLE THIRTY MISCELLANEOUS**

- A. **Parties Commitment:** This Agreement shall constitute the full and complete commitments between both parties, and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- B. **Legality:** Should any provision of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be automatically modified by mutual agreement of the parties to the extent that it violates the law, but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted provision.
- C. **Policy-Rules:** This Agreement shall supersede any policies, rules, regulations or practices of the Board which are contrary to or inconsistent with the terms of this Agreement.
- D. **Individual Contract:** If an individual contract between the Board and an employee contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- E. **Cost:** The parties mutually agree to share the cost of printing this Agreement, and the Union shall be responsible for distributing copies to all bargaining unit members. The parties must agree on who will print the Agreement and the cost prior to reproducing it.
- F. **Summer School:** The provisions of this Agreement shall be fully effective during and for any summer school programs falling within the term of this Agreement, unless otherwise indicated.
- G. **Labor Management Committee:**
  - 1. The purpose of this Committee is to address issues of concern related to labor relations. The Committee shall not address the subject of a pending grievance. The Committee shall be empowered to discuss topics and make recommendations to the Superintendent and the BTU President. Recommendations for new/modified collective bargaining language or joint legislative proposals shall be considered.
  - 2. The Committee can listen to and consider information presented from guests that are jointly invited by the Committee.

3. All contractual sub-committees and specially formed task forces and/or ad-hoc committees formed jointly by the parties shall be organized under the direction of the Labor Management Committee. Said committees and task forces shall periodically report to the Labor Management Committee. The parties agree to mutually adopt guidelines and procedures to implement this section.

4. **Committee Purpose and Agenda**

The purpose of these committees is to provide a means for continuing communications between the parties and to promote a climate of constructive employee-employer relations. This would include, but not limited to, such activities as to:

- a. Discuss and resolve contractual issues subject to appropriate approval;
  - b. Notify and discuss with the Union changes contemplated by the District which may affect bargaining unit employees;
  - c. Discuss the future needs and programs of the District and the BTU;
  - d. Disseminate general information of interest to the parties;
  - e. Give the parties the opportunity to discuss their views and/or make suggestions on subjects affecting those employees;
  - f. Give the parties the opportunity to discuss the problems that may give rise to outstanding grievances and to discuss ways of preventing contract violations and other workplace conflicts from occurring (The parties agree that the discussion of individual grievances is not an appropriate topic for Labor Management Committees);
  - g. Such other items as the parties may mutually agree to discuss.
5. All committees will be co-chaired by a union and district representative. The agenda for each meeting shall be jointly prepared by the co-chairpersons in advance of the meeting. The parties are committed to a timely completion and distribution of the minutes. The minutes shall not be construed as constituting a binding agreement or negotiations between the parties.
  6. Unless mutually agreed otherwise, such meetings shall be held during normal work hours.



**ARTICLE THIRTY-ONE**  
**MANAGEMENT RIGHTS AND RESPONSIBILITIES OF THE SCHOOL**  
**DISTRICT**

- A. It is understood and agreed that the district possesses the right and responsibility to operate and manage all schools, departments and programs and to direct the work forces. The rights, powers, authority, and discretion necessary for the district to carry out these rights and responsibilities shall be limited only by the express terms of this Agreement and shall be exercised in a manner consistent with this Agreement and Florida Statutes. In matters not covered by this Agreement, the district shall have the right to make administrative decisions.
- B. Consistent with this Agreement, the Management Rights shall include, but not be limited to, the following:
  - 1. Determine the purpose and mission of the Broward County school system, and the department and agencies under its jurisdiction.
  - 2. Set standards of service to be offered to the public.
  - 3. Establish employee job descriptions.
  - 4. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.
  - 5. Introduce new, improved or different methods and techniques of operation or work procedure.
  - 6. Relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.
  - 7. Take disciplinary action for just cause.
  - 8. Hire, promote, transfer or assign employees.
- C. The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, expressed or implied, between the district and the BTU, and expresses all obligations and restrictions imposed upon each of the respective parties during its term.

**ARTICLE THIRTY-TWO**  
**NO STRIKE**

The Broward Teachers Union, and its officers, agents, representatives, and members agree that they will comply with the provisions of Florida Statutes 447.203 (6), 447.501 (2) and 447.505.

## **ARTICLE THIRTY-THREE ESOL**

- A. All new teachers will be informed in writing of the State ESOL requirements.
- B. **Notification:** At the time an ESOL student is placed in the classroom of a teacher who has not previously been assigned an ESOL student, the teacher shall be informed in writing of the State ESOL requirements. A student's ESOL status will be noted in virtual counselor. The District will hold quarterly ESOL orientation programs either electronically or on an independent study basis.
- C. **Summer Inservice:** The district will offer a final ESOL inservice opportunity during the summer for those teachers whose time frame for obtaining the ESOL endorsement expires between the end of the one (1) school year and the beginning of the next. The teacher will earn inservice points and all costs shall be incurred by the District.
- D. **Planning Days:** ESOL training classes will be offered on an ongoing basis during the school year either electronically or on an independent study basis.

## **ARTICLE THIRTY-FOUR GRIEVANCE PROCEDURE**

- A. **Definition:** Any claim by an employee(s), or the BTU that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. **Exclusive Rights:** The parties agree that the BTU has the exclusive right to process grievances under all steps of this grievance procedure, except that any bargaining unit member may process a grievance through said procedure if the BTU expressly waives its right in writing to process a grievance because the unit member is not a dues-paying member of the union. A copy of the waiver shall be provided to the school district's Director of Employee & Labor Relations. The union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.
- C. **Informal Discussion:** In the event that an employee believes there is a basis for a grievance, he/she shall first discuss promptly the alleged grievance with the immediate supervisor either personally or, if he/she prefers, accompanied by a BTU steward, within fifteen (15) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.
- D. **Formal Grievance:** If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may be invoked within five (5) working days of the informal discussion, on the form set forth in annexed Appendix AB, signed by the grievant and/or a steward of the BTU, which form shall be available from the principal or the BTU steward in each building. If the grievance involves more than one (1) school building, a group of employees, or arises from the action or inaction of the administration above the level of the immediate supervisor, it may be initially filed with the Superintendent at Step II and informal discussion may be waived by mutual agreement. In the event that a BTU steward has not signed the grievance, a copy of the grievance shall be provided to the BTU immediately upon the filing of the grievance.

### **STEP I**

The grievant may submit to the immediate supervisor a copy of the grievance form. Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and/or the BTU in

an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing within five (5) working days after such meeting, and shall furnish a copy thereof to the BTU.

## STEP II

If the grievant or BTU is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Superintendent within ten (10) working days of the disposition, or expiration of the time limit. Within twelve (12) working days of receipt of the grievance, the Superintendent shall meet with the grievant and/or the BTU and shall indicate the disposition of the grievance in writing to the grievant and/or BTU within five (5) days of such a meeting.

## STEP III

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the specified time limit, the grievance may be submitted by the BTU to arbitration before an impartial arbitrator within fifteen (15) working days of the date of the disposition at Step II, or the expiration of the time limit. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, the BTU will contact the Employee & Labor Relations Department staff one final time for the purpose of attempting to reach agreement prior to requesting the AAA or FMCS to select an arbitrator in accordance with their rules. The arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with their rules, which rules must likewise govern the arbitration proceedings. The arbitrator shall limit his/her decision to the application and interpretation of this agreement and shall have no power to amend, modify, nullify, alter, and to, or subtract from the terms of this Agreement. The Superintendent and the BTU shall not be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

### E. **Cost of Arbitration**

If the arbitrator sustains the position of the grievant, the fees and expenses of the arbitrator, including AAA or FMCS filing fees, shall be paid by the Board. However, if the arbitrator sustains the Board's position, all fees and expenses shall be paid by the grievant or the BTU. If the decision issued by the arbitrator is not the one requested by either

party, the arbitrator shall determine the distribution of his/her fees between the parties. Each party shall be responsible for any other expense it chooses to incur. Employees required to testify will be made available without loss of pay; however, whenever possible, they will be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant(s). In group grievances, the group of employees shall be represented by the BTU and one member of the group.

- F. **Time Limits:** The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 1<sup>st</sup> of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of either party or its representatives prevents attendance at a grievance meeting, the time limits shall be extended to such time that such person(s) can be present. When such grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, without loss of pay or accumulated leave, for that purpose.
- G. **Adjustment:** Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.
- H. **Reprisal to Employees:** All employees will be entitled to fair, reasonable and equitable treatment in the processing of grievances. No reprisals of any kind will be made by the Board or its representative or any member of the administration against any bargaining unit member(s) in the grievance procedure by reason of such participation. All documents, grievance forms, appendix, communications, and records dealing with the processing of a grievance, shall be filed separately from the personnel files of any party in interest, including final disposition.
- I. Notwithstanding, the expiration of this Agreement, any claim or grievance arising thereunder may be process through the grievance procedure until resolution.
- J. **Appeal:** If the Board takes any actions as contained in Florida Statute 1012.33 against a bargaining unit member, said unit member(s) shall be entitled to those appeal rights granted under F.S. 1012.33. The parties agree that affected employees may not grieve nor arbitrate charges/actions contained in F.S. 1012.33 under Article Thirty-Four of this Agreement, nor any other applicable arbitration statutes.

- K. **Waiver:** If the BTU waives its right to process a grievance to arbitration because the affected employee is not a dues-paying member of the union, the employee may carry the case forward but he/she may be responsible for all arbitration costs pursuant to the provisions in Section E above. Under such circumstances, the BTU shall not be responsible for arbitration costs associated with the specific grievances.
- L. **Expedited Arbitration:** On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. The parties shall select the arbitrator through lists furnished by American Arbitration Association and the hearing shall be conducted under their rules and regulations for expedited arbitration.



## **ARTICLE THIRTY-FIVE INCLUSION**

- A. **Training Plan:** When the affected school's IEP Committee recommends placement in a regular education classroom for a student with a severe disability who is already attending a Broward County school, a training plan shall be developed by the receiving school, with the input of the sending school staff and the receiving teachers, prior to the student attending the regular classroom. Health and Safety training components of the plan will be completed prior to the student's placement.
  
- B. **New Student to District:** When a student with a severe disability with an IEP that includes placement in a regular class transfers to Broward County from another county or state, a training plan shall be developed by the receiving school, with the input of the receiving teachers, no later than ten (10) days after the first day of the student's attendance in a district school. Health and Safety training components of the plan will be completed prior to the student's placement.
  
- C. **Students Placed With Volunteer Teachers:** Recognizing that special needs students who are placed into the regular school program are more likely to be successful when the teacher receiving the student has volunteered for the assignment, the district shall seek teacher volunteers for the Inclusion program.

**ARTICLE THIRTY-SIX  
TERM OF AGREEMENT**

- A. This Agreement shall be effective as of August 16, 2016, and shall remain in effect through August 15, 2019.

~~For the 2017-2018 school year, either party is entitled to reopen the contract for the purpose of negotiating salary, economic increases and insurance, except for health insurance provisions contained in Article 22, Section B(1)(a) through B(1)(f).~~ For the 2018-2019 school year, either party is entitled to open the contract for the purpose of negotiating salary and economic increases, and up to two additional articles.

- B. **Commencement of Negotiations:** No later than May 1<sup>st</sup>, of contract years two and three, either party may require, by written notice to the other, to commence negotiations.

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

BROWARD TEACHERS UNION

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
President and Chief Negotiator,  
Anna Fusco

\_\_\_\_\_  
Superintendent, Robert W. Runcie

\_\_\_\_\_  
Co-Chief Negotiator, Kathleen Phillips

\_\_\_\_\_  
Chief Negotiator, Linda Gonzalez

\_\_\_\_\_  
Chief Negotiator, Dorothy Davis

## **SBBC NEGOTIATION TEAM**

### Chief Negotiators

Linda Gonzalez, Director, Employee & Labor Relations

Dorothy Davis, Director, Employee & Labor Relations

### Team Members

Melinda Cunningham, Principal, Hawkes Bluff Elementary School

Diego DeRose, Research Specialist, Employee Evaluations

Michael Gleason, Principal, Whispering Pines School

Oleg Gorokhovsky, Director, Budget

Rose Hall, Director, Compensation/HRIS

Horace Hamm, Principal, Lyons Creek Middle School

Denise M. Heekin, Esquire

Jennifer Hodder, Department Secretary, Employee & Labor Relations

Byron Isaac, Manager, Employee & Labor Relations

Judith Marte, Chief Financial Officer

Heather Parente, Director, Employee Evaluations

Priscilla Ribeiro, Principal, Fort Lauderdale High School

Susan Rockelman, Director, Talent Acquisition & Operations (Instructional)

Alan Strauss, Cadre Director, Office of School Performance & Accountability

## **BTU NEGOTIATION TEAM**

### Chief Negotiators

Anna Fusco, President, Broward Teachers Union

Kathleen Phillips, Esquire

### Team Members

Melanie Birken, Student Services Department

Laura Clark, Pompano Beach Middle School

Jim Gard, Stoneman Douglas High School

Nympha Girard, Northeast High School

Doug Green, Community Outreach

Richard Judd, Nova High School

Joan King, Parkside Elementary School

Hal Krantz, Coral Springs Middle School

Jennifer LaMont, Chief of Staff, BTU

Mark Richard, Esquire

Robin Rothman, Bair Middle School

Henry Sergey, Hollywood Hills High School

Lisa Yurkin, Coral Springs High School

**APPENDIX A**  
**ADVANCED DEGREE STIPENDS**  
**PROCEDURES FOR IN-FIELD INCENTIVES**

It is agreed that the purpose of the in-field provisions of the contract is to enhance the quality of education for students in Broward County by providing employees increased financial incentive for the pursuit of further study and expertise in their respective fields.

I. Eligibility

- A. Employees who hold or who obtain an incentive and/or a master's specialist or doctoral degree in the subject matter field/position to which they are assigned, except as noted, shall be eligible.
- B. Employees who hold a master's specialist or doctoral degree and a total of fifteen (15) graduate semester hours (or the equivalent) in the subject matter field/position to which they are assigned shall be eligible.

In order to satisfy the requirements above, up to six (6) credit hours in guidance and counseling will be accepted from elementary school teachers and three (3) credit hours in guidance and counseling will be accepted from secondary and post secondary teachers.

- C. Employees who are otherwise eligible but who are placed administratively in an assignment other than that in which they meet the requirements shall be eligible. However, when the employee is offered a position in the school in the subject field of eligibility for the credential payment, the employee must accept the position offered in order to maintain the payment.
- D. Graduate course work and/or degrees in the area of reading, mathematics, computer education, and/or exceptional student education shall be considered in-field for all personnel.
- E. If any degree or incentive qualifies as in-field, all degrees and incentives qualify as in-field.
- F. Graduate course work and/or degrees in designated critical shortage areas shall be considered in-field for all personnel.

**PLEASE NOTE: IF AN EMPLOYEE QUALIFIES UNDER THIS SECTION, THE FOLLOWING SPECIAL CONDITIONS APPLY:**

1. If the specific critical shortage area under which an employee qualified is no longer a designated critical shortage area, the employee will maintain the in-field stipend for one additional year.
2. If an employee who qualifies under this section is not assigned to a critical shortage area, the employee must accept a position, if offered, in a critical shortage area, in order to maintain the in-field payment. The parties shall recommend a critical shortage area list to the Superintendent.

**II. Degrees and Course Work Areas Defined As In-Field**

- A. Subject fields shall be broadly defined. For example: Language arts shall encompass reading, literature, composition, speech, debate, drama, grammar and journalism. Social students shall include history, geography, sociology, economics, government, civics, political science, psychology.
- B. The concept of broad interpretation of subject field shall apply to all areas. Examples enumerated shall not be construed as limitations, to the exclusion of course areas traditionally recognized as related and germane.
- C. Agreement upon any guideline or set of guidelines shall not be construed as precluding further agreement upon other guidelines or set of guidelines subsequently perceived as necessary to the implementation of these provisions.
- D. Descriptions of content, as well as titles, codes, and numbers, shall be valid indicators of the applicability of courses or degrees.
  1. Teachers at Elementary Level  
Teachers at the elementary school level (including specialists, such as music, art and physical education teachers, as well as regular classroom teachers, media PREP specialists, E.S.E. specialists).
    - a. Master's specialists or doctoral degree in elementary education and/or early childhood education.
    - b. Certification at the elementary education level and a master's, specialist or doctoral degree and/or courses

in academic disciplines: language arts, mathematics, science, social studies.

- c. Certification at the elementary education level and a master's, specialist or doctoral degree and/or health education, exceptional student education, consumer economics, career education.

2. Teachers at the Secondary Level

Master's specialist or doctoral degree and/or courses in specific subjects by name (for example)

- a. Academic disciplines
  - 1. Language Arts
  - 2. Mathematics
  - 3. Science
  - 4. Social Studies
  - 5. Foreign Languages
- b. Other fields
  - 1. Music
  - 2. Art
  - 3. Physical education and/or health, safety, driver education
  - 4. Exceptional student education
  - 5. Industrial arts/career and technical education
  - 6. Business education
- c. Sixth grade teachers are eligible under either the elementary or secondary standards.
- d. Teachers for English for Speakers of Other Languages (ESOL)  
The guidelines for teachers ESOL shall be the same as those for other teachers of language arts.
- e. Teachers of Foreign Languages
  - 1. Master's specialist or doctoral degree with graduate major in the language.
  - 2. Graduate courses work from among the following:  
Culture, literature, history, government, economics, geography, etc., of the country or countries in which the language is spoken.
- f. Teachers of Exceptional Students
  - 1. Teachers whose assignments involve children with the same disability (e.g., the blind, the hearing impaired, etc.) are encouraged to enhance their expertise in meeting the needs of students which is specific to that disability.

2. In recognition, however, that:
  - a. all exceptional students, regardless of their disability, have common problems and needs; and
  - b. affliction with one disability does not preclude affliction with others; and
  - c. the body of knowledge regarding exceptionalities is developing; graduate degrees and/or courses in the other areas of exceptional student education, as well as degrees or courses in the areas of specific disabilities, and elementary education shall be considered in-field for teachers of exceptional students.
- g. School Counselors
  1. Master's, specialist or doctoral degree in guidance and counseling.
  2. Graduate course work from among the areas specified for certification in guidance.
- h. School Psychologists
  1. Master's specialist or doctoral degree in psychology or school psychology.
  2. Graduate course work from among the areas specified for advanced degree certification in school psychology.
- i. School Social Worker
  1. Master's, specialist or doctoral degree in social work.
  2. Graduate course work from among the areas specified for Florida advanced degree certification as a school social worker.
- j. Teachers Assigned to Alternative Schools
  1. Master's specialist or doctoral degree in subject matter field, or special education.
  2. Graduate course work from among the following areas:
    - a. Individual's subject matter field
    - b. Guidance and counseling
    - c. Special education
    - d. Child growth and development or human behavior
    - e. Health education
- k. Educational Media Specialist/Librarians
  1. Master's, specialist or doctoral degree in library science/educational media/ learning resources.

2. Graduate course work from among the areas specified for certification as an educational media specialist.
1. Business Education or Cooperative Business Education Teachers
  1. Master's, specialist or doctoral degree in business education.
  2. Graduate course work in any of the following areas:
    - a. Accounting or bookkeeping
    - b. Economics
    - c. Shorthand
    - d. Typing
    - e. Business Law
    - f. Business Mathematics
    - g. Business English
    - h. Business Administration
    - i. Business and/or office machines
    - j. Data processing/computers
    - k. Sales/marketing
    - l. Career and Technical Education
- m. Home Economics Teachers
  1. Master's, specialist or doctoral degree with a graduate major in home economics or
  2. Graduate course work in any of the following areas:
    - a. Housing
    - b. Home management
    - c. Family economics or consumer economics or family finance
    - d. Marriage and family relationships
    - e. Child care and development
    - f. Career education
    - g. Food, nutrition, chemistry, bacteriology, physiology
    - h. Clothing and textiles
    - i. Interior decoration
    - j. Health
- n. Teachers in Work Experience, Diversified Cooperative Training
  1. Master's, specialist or doctoral degree in business education, career and technical education, mathematics or language arts.
  2. Graduate course work in any of the following areas shall also be applicable



- a. Business education
  - b. Career education
  - c. Mathematics
  - d. Language Arts
  - e. Skill areas in career and technical education
- o. Teachers in Cooperative Health Occupation Education (with Bachelor's degree)
  - 1. Master's specialist or doctoral degree in nursing education.
- p. Teachers in Cooperative Distributive Education
  - 1. Master's, specialist or doctoral degree in economics, marketing, sales and merchandising, career and technical education.
  - 2. Graduate course work in economics, sales and merchandising, career and technical education.
- q. Industrial Arts Teachers
  - 1. Master's, specialist or doctoral degree with a graduate major in industrial arts or career and technical education.
  - 2. Graduate course work from among the following areas: metals, woods, power and transportation mechanics, graphic arts, drafting and design, crafts, electricity, electronics, or career and technical education.
- r. Teachers on Task Assignment at the District or Cadre Level
  - 1. A master's, specialist or doctoral degree in their subject area, or administrative certification.
  - 2. Graduate courses in their subject area.
  - 3. Individuals who otherwise satisfy the requirements shall not be denied eligibility on the basis of their serving in such capacities.
- s. Adult Education Teachers at Adult Centers
  - 1. Master's, specialist or doctoral degree in adult education or the specialist academic disciplines in their area of teaching.
  - 2. Graduate course work in individual's subject matter field.
- t. Other Career and Technical Education Teachers
  - 1. Master's, specialist or doctoral degree in adult or career and technical education and/or course work in individual's subject matter field.
  - 2. For career and technical education teachers seeking to satisfy the 15 semester hours'

requirement, course work in professional industrial education and other appropriate technical courses shall be applicable.

Career and technical, industrial and cooperative health education teachers who hold equivalency certificates.

Since equivalency certificates are granted by the Department of Education on the basis of work and/or business experience and ranked in accordance with the Department of Education regulations regarding recognition of experience in a specific area of expertise, it is agreed that Holders of advance vocational equivalency certificates in their teaching field shall be eligible for the credential payment at the level of eligibility.

#### Recognition of Equivalency Certification

Equivalency Certification Recognized - In accordance with applicable statutory and/or regulatory provisions, experience in business or industry which contributes directly to the effectiveness of one's teaching shall be acknowledged as equivalent to specified degrees for Agricultural Distributive, Technical, Industrial, Family & Consumer Science, Health Occupations, and Occupational/Placement Specialist as follows:

#### Work Experience and Certification

#### Equivalency

Held State Temporary Certification (Pursuant to Plans 1,3,4,5,6 or 7 of Florida Administrative Code Rule 6A-4.42) When initially hired by SBBC

Bachelor's Degree

Subsequently Attained Master's Degree  
State Advanced Career and Technical Certification

Employees initially hired in the above programs with a Bachelor's or higher degree from a standard institution with specialization in an occupational field are not eligible for payments authorized under this provision.

### III. Application, Processing and Appeal Procedures

Applicant must submit an application form approved by the joint BTU/SBBC Task Force and made available to employees by county public schools.

Applicant may submit either a student copy or an official graduate transcript(s). An official transcript is one bearing the university seal.

For the purpose of in-field degree qualification, the transcript must show that the degree has been conferred and/or awarded.

If applicant's advanced degree certificate is not on file with the county public schools, the applicant must submit a copy of the certificate.

Applications shall be processed as nearly as possible in the order in which they are received and in accordance with regulations and guidelines established by the Task Force.

Applicants whose applications are disapproved because of a technicality (e.g., required documentation not attached or application form incomplete) shall be notified and afforded every reasonable opportunity to complete the application appropriately.

Applications which require interpretation of the guidelines shall be referred to the Task Force for disposition.

Applicants whose applications are disapproved shall be notified that they may appeal the decision to the Task Force by resubmitted and supplying such additional and germane information and/or documentation as will be helpful in reaching a decision regarding the appeal. The decision of the Task Force shall be final and binding on the parties.

**APPENDIX B**

**Grievance #**

**OFFICIAL GRIEVANCE FORM**

**Name** \_\_\_\_\_  
**Assignment** Teacher  
**Work Location** \_\_\_\_\_  
**Work Address** \_\_\_\_\_  
  
**Home Address** \_\_\_\_\_  
**Home Phone** \_\_\_\_\_

**STEP 1**

- A Date cause of Grievance occurred:** \_\_\_\_\_
- B Article(s) and Section(s) alleged to have been violated:** \_\_\_\_\_
- C State Grievance:** \_\_\_\_\_
- D State Relief Sought:** \_\_\_\_\_
- E Disposition of immediate Supervisor:**

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\_\_\_\_\_  
**Immediate Supervisor**

\_\_\_\_\_  
**Date**

**STEP II**

- F. Date submitted to Superintendent:** \_\_\_\_\_

\_\_\_\_\_  
**Signature of Grievant**

\_\_\_\_\_  
**Signature of BTU Representative**

**Date Filed**

**Copies to: (1) Immediate Supervisor, (2) BTU, (3) Grievant**



APPENDIX C  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

## REQUEST FOR TRANSFER (INSTRUCTIONAL)

Name: _____	(Last	First	MI)
SS#: _____	Phone No: (____) _____		
Address: _____	(Street	City	State Zip)
Current Work Location: _____			

Current Assignment (grade level[s] and subject[s]):

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

Extra Curricular Activities/Coaching/Languages:

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

Desired assignment (grade level[s] and subject[s]) *(You must be certified in the subject to be considered)*:

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

Type of Transfer requested: *(see reverse for definition)*

☐ Guaranteed ☐ Regular ☐ Hardship *(you must list reason[s])*

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

List school's name and location no. where you would like to transfer:

*(Regular and Hardship may list only **ten [10]**, Guaranteed may list **ten [10]**)*

<u>School</u>	<u>Loc. No.</u>	<u>School</u>	<u>Loc. No.</u>
1. _____	_____	6. _____	_____
2. _____	_____	7. _____	_____
3. _____	_____	8. _____	_____
4. _____	_____	9. _____	_____
5. _____	_____	10. _____	_____

**NOTE: You will be considered only for the schools you have listed. Your transfer application can be submitted to Instructional Staffing any time between January 1 and December 31 of the current calendar year. Once received in Instructional Staffing, your request cannot be modified.**

\_\_\_\_\_  
*Employee's Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Principal's Signature*

\_\_\_\_\_  
*Date*

12/9/97; 12/3/98-#4087

**APPENDIX D**  
**STUDENT REFERRAL FORM**

I. Student: \_\_\_\_\_ Referred By: \_\_\_\_\_  
Student #: \_\_\_\_\_ Date: \_\_\_\_\_  
Grade: \_\_\_\_\_ Time: \_\_\_\_\_

TO: Administration \_\_\_\_\_ Guidance \_\_\_\_\_ ESE \_\_\_\_\_

II. Reason For Referral:<sup>(1)</sup> \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

III. Previous Teacher Action

<input type="checkbox"/> Student Conference	<input type="checkbox"/> Progress Report	<input type="checkbox"/> Detentions
<input type="checkbox"/> Guidance Referral	<input type="checkbox"/> Parent Contact	<input type="checkbox"/> Parent Conference
<input type="checkbox"/> Administrative Referral	<input type="checkbox"/> Student/Team Conference	<input type="checkbox"/> ESE/Specialist Referral
<input type="checkbox"/> Child Study/IAT Referral		

Other: \_\_\_\_\_  
\_\_\_\_\_

IV. Consequences Of The Student's Action

As the affected student's teacher, I recommend the following consequence(s) for this student's offense \_\_\_\_\_  
\_\_\_\_\_

V. Administration Action And/Or Comments

Date of Action \_\_\_\_\_

_____ Detentions	_____ External Suspension	_____ Student Conference
_____ Saturday School	_____ Internal Suspension	_____ Parent Contacted
_____ Social Worker Contacted	_____ Parent/Teacher Conference	_____ Parent Conference
_____ Referred to Conflict Mediation	_____ Referred to Guidance	_____ Work Detail

VI. Consequences of Recurring Behavior: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VII. Student Signature: \_\_\_\_\_

Administrator/Counselor Signature: \_\_\_\_\_

Parent Signature Requested by Administration: ☐ Yes ☐ No \_\_\_\_\_

(1) Please review the Student Conduct and Discipline Code Booklet for actions that lead to referrals.

**APPENDIX E**  
**TEACHERS SALARY SCHEDULE**

**GRANDFATHERED SALARY SCHEDULE**  
**EFFECTIVE ~~2016-2017~~ 2017-2018 SCHOOL YEAR,**  
**Effective the first day of each employee's ~~2016-2017~~ 2017-2018 work calendar.**

<b>Level</b>	<b>Salary</b>
B	<del>\$43,286</del> <u>44,411</u>
C	<del>\$44,342</del> <u>45,495</u>
D	<del>\$44,872</del> <u>46,039</u>
E	<del>\$46,494</del> <u>47,703</u>
F	<del>\$47,035</del> <u>48,258</u>
G	<del>\$47,355</del> <u>48,586</u>
H	<del>\$47,843</del> <u>49,087</u>
I	<del>\$48,111</del> <u>49,362</u>
J	<del>\$49,077</del> <u>50,353</u>
K	<del>\$49,938</del> <u>51,236</u>
L	<del>\$50,610</del> <u>51,926</u>
M	<del>\$51,896</del> <u>53,712</u>
N	<del>\$52,577</del> <u>54,417</u>
O	<del>\$53,966</del> <u>55,855</u>
P	<del>\$55,411</del> <u>57,350</u>
Q	<del>\$58,100</del> <u>60,134</u>
R	<del>\$62,941</del> <u>65,144</u>
S	<del>\$71,760</del> <u>73,626</u>
T-U	<u>\$75,035</u>

Employees on Levels "T" and U" shall receive a ~~\$2,000 increase~~ one-time, non-recurring bonus of \$1,000 for the ~~2016-2017~~ 2017-2018 school year and the salary shall be \$75,035 (not inclusive of the \$1,000 bonus payment).

~~For the 2016-2017 school year, Grandfathered Teachers shall retain their same salary level and receive a base salary increase as mutually agreed upon by the parties through collective bargaining.~~

**Longevity Bonus Award:** Grandfathered Teachers (except for Levels S, T & U) with fifteen (15) or more years of District service as of July 1, 2017 shall receive a one-time, non-recurring bonus award of \$300.

**1. Teachers Returning from Leave**

Employees returning from a Board approved leave shall be placed at the same level the employee was on prior to the leave. A teacher returning from a Board approved leave and who has not gained additional classroom teaching experience, shall be placed at a level on the salary schedule which

is closest but not less than what the teacher was earning prior to the leave. Although not guaranteed, teachers may be granted teaching experience credit for the work performed during the Board approved leave for verified classroom teaching experience, provided the request is submitted within three months of returning to Broward County Public Schools.

2. Any employee who receives an unsatisfactory rating(s) on his/her annual evaluation shall become eligible for and shall receive payment for a negotiated salary increase retroactive to the date of salary schedule improvements after he/she has satisfactorily fulfills the terms of the professional development plan resulting from the unsatisfactory rating(s) and has been rated satisfactory. Until that occurs, the employee's salary shall remain frozen at the rate of pay for the previous year.

3. **Advanced Degree Stipends:**

	<b>Out-of-Field*</b>	<b>In-Field</b>
Master's Degree	\$2,600	\$3,650
Specialist Degree	\$5,000	\$6,800
Doctor's Degree	\$7,000	\$8,000
Basic Incentive Award	\$1,400	\$2,000
Advanced Incentive Award	\$2,200	\$2,700

\*Effective November 1, 1994, bargaining unit members may only qualify to earn degree's in-field. However, unit members who held out-of-field degrees and incentives on November 1, 1994, shall continue to receive the remuneration listed above in the column entitled "out-of-field" for as long as they work for the Board in this bargaining unit without a break in service. A Board approved leave is not considered a break in service.

Bargaining unit members hired prior to July 1, 2011 who earn an advanced degree shall be granted an in-field advanced degree stipend as defined in Appendix A.

Bargaining unit members hired on or after July 1, 2011 who earn an advanced degree shall be paid a salary supplement in the amount equal to the advanced degree stipend above; but only if the advanced degree is in the bargaining unit member's area of certification.

4. **New Educator Professional Improvement Supplement:** A three hundred dollar (\$300) payment shall be payable to any teacher who has less than three (3) years of credited experience and accumulates a minimum of six (6) college credits or the equivalent in-service coursework within any of the first three (3) years of teaching experience on the salary schedule. The courses should enable employees to become highly qualified or to improve their skills in their teaching field(s).



**2017-2018 PAY FOR PERFORMANCE INITIAL PLACEMENT CHART FOR  
TEACHERS HIRED AFTER JUNE 30, 2017**

Years of Experience	Salary
0-2	\$40,724
3	\$41,742
4-7	\$42,760
8	\$43,269
9-10	\$43,981
11	\$44,490
12	\$44,796
13	\$45,254
14	\$45,707
15	\$46,164

**PAY FOR PERFORMANCE SCHEDULE PLACEMENT CHART  
FOR TEACHERS**

New teachers on the Pay for Performance Salary Schedule shall be initially placed on the salary level reflected in the Pay for Performance Schedule Placement Chart.

The Years of Experience column is solely for initial placement of teachers on the Pay for Performance Schedule. Annual salary increases following initial placement shall be based upon the outcome of each teacher's overall evaluation rating and/or negotiated increases. In accordance with F.S. 1012.22 only teachers receiving an overall evaluation rating of Highly Effective or Effective are entitled to a Pay for Performance salary increase. Teachers receiving an overall evaluation rating of Needs Improvement or Unsatisfactory, or teachers who do not receive an evaluation, are not entitled to a Pay for Performance salary increase. Once placed upon the Pay for Performance Placement Chart, each teacher will receive salary increases based upon performance and will therefore have an individualized salary.

For the ~~2016-2017~~ 2017-2018 school year, teachers on the Pay for Performance Salary Schedule shall receive a salary adjustment, based on the ~~2015-2016~~ 2016-2017 overall evaluation ratings, in the following manner:

1. Highly Effective – ~~5.10%~~ 3.51%
2. Effective – ~~3.0%~~ 2.6%

**Longevity Bonus Award:** Pay for Performance Teachers with fifteen (15) or more years of District service as of July 1, 2017 shall receive a one-time, non-recurring bonus award of \$300.

TEACHERS  
SUPPLEMENTARY PAY SCHEDULE - APPENDIX F  
2017-2018

I.	High School	
A.	Department Chairperson	
	Employees elected under the provisions of Article IX of this agreement shall receive \$156 per employee in department, the number of department members to be determined by the principal as of October 1. (Minimum \$717). Career and Technical department chairpersons shall also receive \$156 per non-bargaining unit instructional employee in their department who works a minimum of five (5) hours per day, five (5) days a week or a minimum of thirty (30) hours per week. Adult General Education Department chairperson shall also receive \$156 per non-bargaining unit instructional employee in their department who works a minimum of five (5) hours per day, five days a week or a minimum of thirty (30) hours per week. For purposes of this section, Adult General Education shall be limited to the following centers: Hallandale Adult & Community Center, Whidden-Rogers Education Center, Dave Thomas Education Center, Wingate Oaks Center and the Whispering Pines School.	
B.	Guidance Directors	\$3,298
C.	General*	
	1. Yearbook (not part of class)	\$1,579
	2. Newspaper (not part of class)	\$1,579
	3. Student Government	\$1,579
	4. Debate	\$1,185
	5. Drama (per major production)	\$788
	6. Newspaper (part of class)	\$788
	7. Yearbook (part of class)	\$788
	8. Literary Magazine	\$788
	9. Senior Class Sponsor	\$788
	10. Other Class Sponsor	\$392
	11. Club Sponsor	\$392
	12. Forensics	\$1,076
	13. Academic Games	\$1,185
	14. Inservice Facilitator 0-50 units	\$521
	(51 & up - \$7.17 per unit)	
	maximum	\$1,043
	15. Career Education	\$717
	16. Bus Duty (Based on number of buses supervised) 1-6	\$359
	7-12	\$717
	above 12	\$1,076
	17. Textbook Chairperson 1-700	\$717
	(Based on student population of October FTE count) 701-1,400	\$1,076
	1,401-above	\$1,434
	18. Media Center Director (Directing two or more bargaining unit employees)	\$1,185
	19. Sports for Athletics with Disabilities (4)	\$717
	20. Academic Competition (1)	\$717
	21. National Honor Society	\$1,185
	22. Media Center Coordinator (Directing one or more employees)	\$359
	23. Florida Future Educators of America	\$782
	24. Urban Teacher Academy Mentor	\$750
D.	Athletics*	
	1. Yearly Positions	
	a. Athletic Director (Boys & Girls)	\$4,490
	b. Assistant Athletic Director (Boys & Girls)	\$2,169
	c. Head Trainer (Boys & Girls)	\$2,604
	d. Assistant Trainer (Boys & Girls)	\$1,735
NOTE: Trainer position may be divided into three (3) sport seasons, Fall - 40%, Winter - 30%, and Spring - 30%.		
	e. Intramurals	\$1,076
	2. Head Coaches	
	a. Head Football	\$3,038
	b. Head Basketball(Boys' Team)	\$2,604
	(Girls' Team)	\$2,604
	c. Head Track (Boys' Team)	\$2,169
	(Girls' Team)	\$2,169
	d. Head Baseball	\$2,169
	e. Head Softball	\$2,169
	f. Head Soccer	\$2,169
	g. Head Wrestling	\$2,169
	h. Head Cheerleader	\$2,169
	i. Head Tennis(Boys' Team)	\$1,302
	(Girls' Team)	\$1,302
	3. Head Coaches - Two (2) Teams	

TEACHERS  
SUPPLEMENTARY PAY SCHEDULE - APPENDIX F  
2017-2018

a. Head Cross-Country (Boys' & Girls' Team)	\$1,579
* When in excess of regular teaching load and recommended by the principal.	
(1) The six (6) supplements that are available for each high school and middle school are computer, mathematics science, social studies, academic games and language art competition. Elementary schools may select one of these six (6).	
(4) The selected teacher may receive this designated amount per sport, per season, with a maximum of three (3) sports.	
b. Head Golf (Boys' & Girls' Team)	\$1,579
c. Head Drill Team	\$1,735
d. Head Volleyball (Varsity & J.V. Team)	\$2,366
e. Head Swimming (Boys' & Girls' Team)	\$2,761
f. Gymnastics (Boys' & Girls' Team)	\$1,579
g. Water Polo (Boys' & Girls' Team)	\$1,579
h. Cheerleader (Varsity & J.V.)	\$2,761
i. Girls Head Flag Football (Varsity & J.V. Teams)	\$2,366
j. Head Tennis(Boys & Girls Team)	\$1,579
4. Assistant Coaches	
a. Assistant Football	\$2,169
b. Assistant Basketball	\$1,735
c. Assistant Wrestling	\$1,735
d. Assistant Cheerleader	\$1,302
e. Assistant Track	\$1,735
f. Assistant Swimming	\$1,302
g. Assistant Softball	\$1,302
h. Assistant Soccer	\$1,302
i. Assistant Baseball	\$1,302
5. If a school has only one (1) team in the following sports, the head coach's supplement would be as follows:	
a. Swimming	\$1,973
b. Volleyball (Varsity)	\$1,579
c. Volleyball (J. V.)	\$1,185
d. Golf	\$1,185
e. Cross Country	\$1,185
f. Water Polo	\$1,185
g. Gymnastics	\$1,185
h. Girls Flag Football (Varsity)	\$1,579
i. Girls Flag Football (Junior Varsity)	\$1,185
E. Music*	
1. Band Director	\$2,761
2. Vocal Director/Orchestra	\$2,152
3. Music Assistant	\$1,185
F. The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operations, and will fall in the range of \$359-717. Supplements may be divided by employees provided that the amount of time required for the position is divided proportionately.	
II. Middle School	
A. Department Chairperson and/or Team Leader	
Employees elected under the provisions of Article IX of this agreement shall receive \$156 per employee in department or on team, the number of department members to be determined by the principal as of October 1. (Minimum \$717.)	
B. Guidance Director	\$2,886
C. General*	
1. Student Government	\$1,185
2. Academic Games	\$1,185
3. Junior Honor Society	\$392
4. Inservice Facilitator 0-50 units	\$521
(51 & up - \$7.17 per unit)	
maximum	\$1,043
5. Career Education	\$717
6. Bus Duty (Based on number of buses supervised) 1-6	\$358
7-12	\$717
above 12	\$1,076
7. Textbook Chairperson 1-700	\$717
(Based on student population of October FTE counts) 701-1,400	\$1,076
1,401-above	\$1,434
8. Media Center Director (Directing two [2] or more bargaining unit employees)	\$1,185
9. Sports for Athletics with Disabilities (4)	\$717
10. Media Center Coordinator (Directing one [1] or more employees)	\$358

TEACHERS  
SUPPLEMENTARY PAY SCHEDULE - APPENDIX F  
2017-2018

11. Florida Future Educators of America	\$782
D. Athletics*	
1. Athletics Director	\$1,995
2. Cross-Country (Boys' & Girls' Team)	\$1,302
3. Wrestling	\$1,302
4. Tennis (Boys' & Girls' Team)	\$1,302
5. Softball (Boys' & Girls' Team)	\$1,302
6. Basketball (Boys' Team)	\$1,302
(Girls' Team)	\$1,302
7. Track (Boys' Team)	\$1,302
(Girls' Team)	\$1,302
8. Field Events	\$1,302
9. Swimming (Boys' & Girls' Team)	\$1,302
* When in excess of regular teaching load and recommended by the principal.	
(4) The selected teacher may receive this designated amount per sport, per season, with a maximum of three (3) sports.	
10. Volleyball (Boys' Team)	\$1,302
(Girls' Team)	\$1,302
11. Gymnastics (Girls' Team)	\$1,302
12. Soccer	\$1,302
13. Cheerleaders	\$1,302
14. Intramurals	\$1,302
15. Flag Football (Boys' & Girls' Team)	\$1,302
E. Music*	
1. Band or Orchestra	\$1,185
2. Vocal Director	\$1,185
3. Music Assistant	\$788
F. Academic Competition (1)	\$717
G. The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operations, and will fall in the range of \$359-717. Supplements may be divided by employees provided that the amount of time required for the position is divided proportionately.	
III. Elementary School	
A. Grade Level Chairperson and/or Team Leader	
Employees elected under the provisions of Article IX of this agreement shall receive \$156 per employee in grade level or on team. (Minimum \$717.)	
B. General*	
1. Safety Patrol	\$359
2. Inservice Facilitator 0-50 units	\$521
(51 & up - \$7.17 per unit)	
maximum	\$1,043
3. Career Education	\$430
4. Bus Duty 1-6	\$359
7-12	\$717
above 12	\$1,075
5. Textbook Chairperson 1-700	\$717
(Based on student population as of October FTE count) 701-1,400	\$1,075
1,401 - up	\$1,434
6. Sports for Athletics with Disabilities (4)	\$717
7. Environmental/Science Coordinator	\$458
8. Academic Competition (1)	\$717
9. Media Center Coordinator (Directing one [1] or more employees)	\$359
C. The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operations, and will fall in the range of \$359-717. Supplements may be divided by employees provided that the amount of time required for the position is divided proportionately.	
IV. Special**	
A. School Social Worker	\$2,835
B. Psychologists	\$3,815
C. Intervention Team Leader	\$2,521
D. Instructional Coach (if 2nd beginning teacher, additional \$550)	\$1,161
E. School Liaison	\$638
F. Professional Development Network	\$652
G. ESE District & Area Monitor/Specialist	\$1,174
H. ROTC:	
1. Instructor in Charge	\$1,305
2. Instructor Responsible for Equipment	\$652

TEACHERS  
SUPPLEMENTARY PAY SCHEDULE - APPENDIX F  
2017-2018

I.	Physical Education Networking Team (nine [9] people) The district will select two (2) additional employee to receive supplments to provide technical assistance at the district level to the teams working in ESE Centers.	\$1,956
J.	Broward School Board At-Risk Certification (5)	\$2,217
K.	Guild Teachers (Mentoring other teachers for a total of fifty (50) hours (NBPTS teachers who are mentoring under the state program are not eligible for this stipend) (If NBPTS teachers who are not mentoring under the state program are eligible for this stipend)	\$870
* When in excess of regular teaching load and recommended by the principal.		
** When in excess of regular duty hours and recommended by the supervisor.		
(1) The eight (8) supplements that are available for each high school and middle school are computer, mathematics, science, social studies, academic games, ESOL Academic Competition Coordinator, Foreign Lanauage Academic Competition Coordinator, and language art competition. Elementary schools may select one of these eight (8).		
(2) There shall be one (1) of each of these supplements within the district with the exception of the Future Business Leaders of America for which there shall be two (2) supplements.		
(4) The selected teacher may receive this designated amount per sport, per season, with a maximum of three (3) sports.		
(5) Effective with the commencement of the second year of this contract, the actual amount of the supplement will be prorated by the time spent in direct instruction on a dropout prevention program. For example, a teacher with five (5) periods of dropout prevention will receive the full \$2,217. A teacher with three (3) periods of dropout prevention will earn 3/5 of the supplement (\$1,330).		
L.	Southeastern Consortium for Minorities in Engineering (SECME) (6)	\$1,462
M.	Rover - Year Round Education (Hallandale Elem. only)	\$717
N.	Assistant Grade Level Chairperson - Year Round Education (Hallandale Elem. only). Employees elected under the provisions of Articled IX of this agreement shall receive \$156 per employee in department, the number of department members to be determined by the principal as of October 1. (Minimum \$717.)	
O.	National Board for Professional Teaching Standards (Note: Teachers shall receive this supplement for as long as they hold their national certification.)	The greater of 5% of base salary or 2,438
P.	Broward County Recognition Program (BCRP)	5% of base salary
Note: Teachers shall receive this supplement for as long as they hold their local recognition certification.		
Q.	ESE Specialist	\$935
R.	Speech/Language Pathologist	\$935
S.	Family Counselor	\$1,100
T.	Speech Language Pathologist (National Clinical Certification)	(paid in addition to item R above) \$1,100
U.	Testing Coordinator	\$1,100
V.	ESOL Coordinator	
	1-75 ESOL Students	\$675
	76-150 ESOL Students	\$900
	151 or more ESOL Students	\$1,150
W.	Itinerant Visually Impaired Teachers	\$3,000
V.	Career, Technical & Adult Education* (2)	
A.	Future Farmers of America	\$717
B.	Future Business Leaders of America	\$717
C.	Cooperative Education Club of FL	\$717
D.	Health Occupation, Student Assoc.	\$717
E.	Florida Homemakers Assoc/Home Economics Related Occup	\$717
F.	Skills, USA	\$717
G.	Distributive Education Clubs of America	\$717
H.	Florida Industrial Arts Student Association	\$717
VI.	District Coordination of Academic Games* (3)	
A.	Academic Games Competition:	
	1. Elementary	\$652
	a. North Area	\$261
	b. North Central Area	\$261
	c. South Area	\$261
	d. South Central Area	\$261
	2. Middle	\$717
	3. High	\$717
B.	Computer Competition:	
	1. Elementary	\$717
	2. Middle	\$717
	3. High	\$717
C.	Language Arts Competition:	
	1. Elementary	\$717
	2. Middle	\$717

TEACHERS  
SUPPLEMENTARY PAY SCHEDULE - APPENDIX F  
2017-2018

3. High	\$717
D. Mathematics Competition:	
1. Elementary	\$717
2. Middle	\$717
3. High	\$717
E. Science Competition:	
1. Elementary	\$717
2. Middle	\$717
3. High	\$717
F. Social Studies Competition:	
1. Elementary	\$717
2. Middle	\$717
3. High	\$717
G. Foreign Language Competition:	
1. Elementary	\$717
2. Middle	\$717
3. High	\$717

\* *When in excess of regular teaching load and recommended by the principal.*

\*\* *When in excess of regular duty hours and recommended by the supervisor.*

(2) There shall be one (1) of each of these supplements within the district with the exception of the Future Business Leaders of America for which there shall be two (2) supplements.

(3) These are districtwide supplements and there shall be one for each of the supplements listed in Section VI in the district. The County Curriculum Council may recommend bargaining unit members to fill these positions to the Deputy Superintendent, Educational Programs and Human Resource Department.

(6) SECME supplements are available to high schools and middle schools who qualify for the SECME Program and are approved by the Board pursuant to district guidelines.

## **APPENDIX G**

### **DEVELOPMENTAL PROTOCOL**

- a. The precept is: Flexibility for both principal and teacher.
- b. The process should be professionally oriented.
- c. The relationship should be rich with trust.
- d. Principal can visit the classroom at anytime and make observations at any time.
- e. The assumption is that everything is satisfactory unless the teacher is told otherwise.
- f. The principal can move the teacher into Documentation any time with written explanation as to why it is happening.
- g. There should be some kind of an audit trail. The audit trail can include minutes of a meeting, goal statements, notes on a calendar, references to future meetings, exchange of memos, etc. The notion is to provide an audit trail for Developmental phase. The challenge is to have the principal feel comfortable with signing off on this form, and being satisfied that the developmental process has taken hold in the school and with the teacher.
- h. Developmental activities may include individual and team projects, introduction of learning or training of new instructional strategies, coaching between and among faculty, development of new instructional strategies (hopefully, research based strategies), pure observation and assistance, demonstration projects, development of portfolios (written or video), development of written materials, oral agreements on the part of the principal and the teacher, etc.
- i. Developmental activities essentially should meet the professional developmental needs of teachers as well as contribute to the objectives of the school as stated in its strategic plan.

### **ASSESSMENT CRITERIA**

#### **1. Instructional Planning**

- a. Develops lesson plans and selects instructional materials and activities which reflect the district's curriculum scope and sequence and identified learner needs.
  - b. Identifies and sequences content.
  - c. Develops lesson plans which reflect the prerequisite knowledge, skill, and readiness of students. Specifies learner objectives and relates these objectives to the instructional activity.
  - d. Relates instructional elements such as content, materials, activities, format, and goals to identified student needs.
  - e. Specifies the steps, sequence, and pacing of student activities appropriate to their needs and the content area.
2. **Lesson Management**
- a. Orients students to classwork, specifies purposes of activities and how they relate to the objectives or learner outcomes.
  - b. Prepares the classroom, materials, and equipment in preparation for the presentation of the lesson.
  - c. Transitions from one activity or topic to another in accordance with lesson plans and learner needs.
3. **Lesson Presentation**
- a. Selects and uses appropriate instructional techniques, including available materials and technology which support learning of the specific types of knowledge or skills.
  - b. Emphasizes what is important to remember in a lesson.
  - c. Uses different types of questions to obtain desired learner responses.
  - d. Asks questions which are clear and require students to reflect before responding.
  - e. Recognizes student responses to questions and provides feedback.
  - f. Gives clear, brief and explicit directions and checks for understanding.
  - g. Circulates about the room as students engage in seatwork and assists students as needed.
  - h. Reviews the student's work and provides timely and specific written or verbal feedback.
4. **Student Performance Evaluation**
- a. Selects or develops a variety of assessments and formats related to specific learning objectives.
  - b. Instructs student in test-taking techniques.
  - c. Creates a positive test-taking atmosphere.



- d. Monitors students during testing.
- e. Grades tests accurately and objectively. Uses test data to diagnose individual student strengths and weaknesses.
- f. Monitors student progress in attaining achievement standards and objectives established by the school, innovation zone, area and District.
- g. Ongoing teacher documentation of student achievement gains through norm-referenced and criterion-referenced standardized test results where available and at least one of the other following assessment strategies selected by the teacher: student performance demonstrations, teacher observations, and portfolios of student work. Where the above referenced standardized student tests are not available, the principal will also select one of the other assessment strategies listed above. The parties recognize that standardized test scores can be influenced by a number of factors outside the school setting such as student mobility rates, the number of special needs students, parental support, etc.

The terms used above are defined as follows:

**Portfolio** - The teacher shall select a collection of samples of student work and student test results reflecting achievement of identified student performance standards, as defined by the School District Standards of Service and Curriculum Frameworks.

**Norm-Referenced Test** - This type of test compares a group of students to a similar group of students, usually by age or grade level. These tests are usually field tested. Examples of such tests include Stanford Achievement Test (grades 2-9), Woodcock-Johnson (ESE students).

**Criterion-Referenced Test** - This type of test measures student achievement (individual or group) against a measured standard, not other groups of students. Examples include Florida Writing Assessment (grades 4, 8, and 10), Advanced Placement Tests (grades 11 and 12), tests developed by teachers administered weekly or monthly, etc.

5. **Communication**

- a. Speaks in a clear, audible, well-modulated voice.
- b. Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.

- c. Uses correct grammar in written and oral communications.
  - d. Presents connected or associated ideas and thoughts.
  - e. Expresses interest and excitement through verbal and nonverbal behavior.
  - f. Communicates learner status and progress to parents in order to maintain a positive collaborative relationship. Additionally, communicates learner status and progress to the student, parents, and to other professionals.
6. **Classroom Management**
- a. Creates and maintains an organized and pleasant working environment in the classroom.
  - b. Promotes positive student self concepts.
  - c. Encourages students to participate and contribute to class activities.
  - d. Establishes an environment conducive to positive peer interaction.
  - e. Identifies individual social emotional and/or physical needs that might affect school success.
  - f. Uses appropriate procedures to refer individual students for further assessment or intervention by other professionals.
7. **Behavior Management**
- a. Establishes and implements specific behavioral and procedural expectations, rules, and consequences.
  - b. Demonstrates an awareness of what all students are doing.
  - c. Stops inappropriate behavior before it spreads or becomes more serious.
  - d. Reinforces positive student behavior.
8. **Records Management**
- a. Maintains an organized, accurate, and up-to-date lesson plan and grade book.
  - b. Maintains accurate attendance records

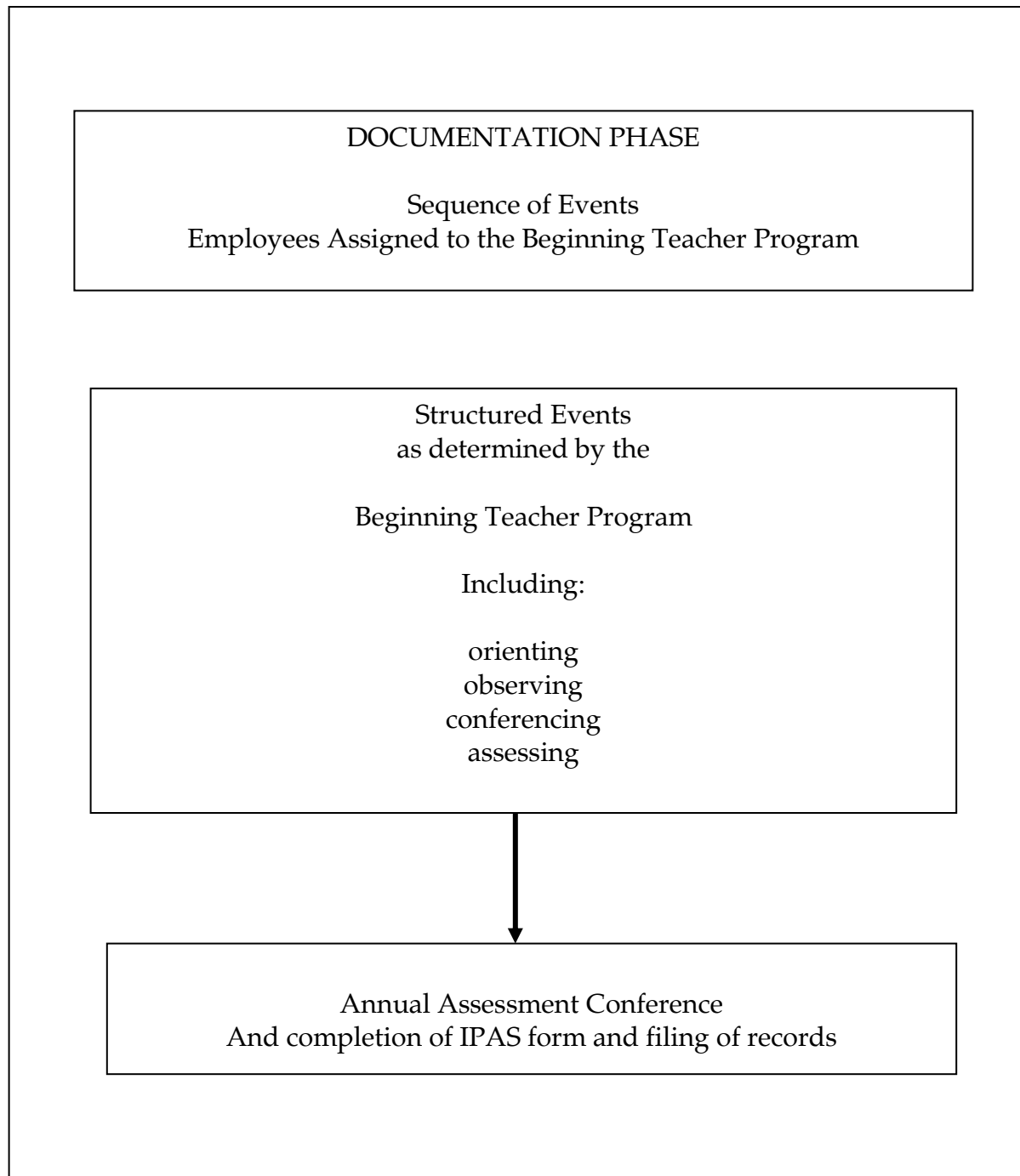
- c. Maintains a system for recording individual student's knowledge and skills progress in a subject area.

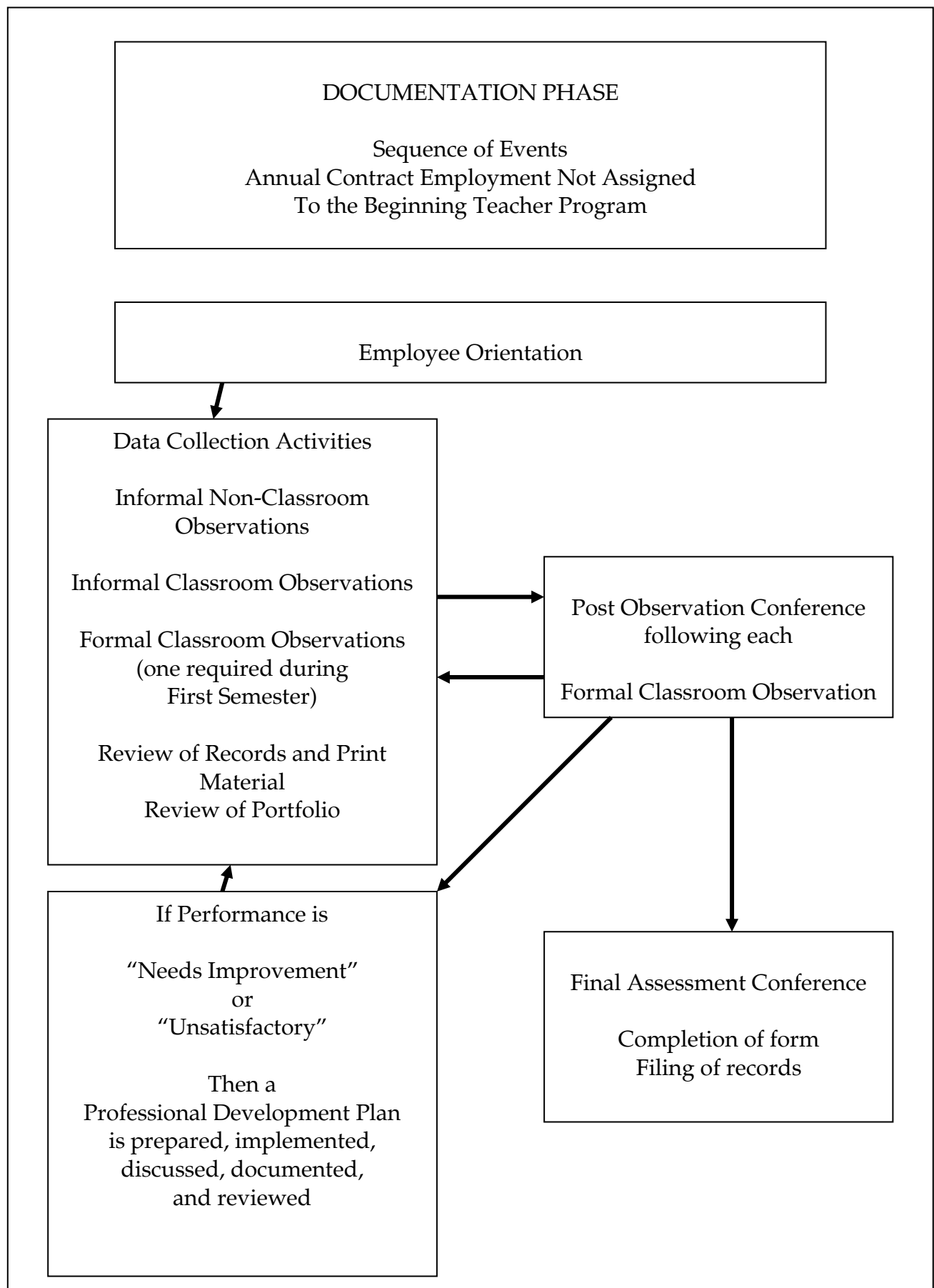
9. **Subject Matter Knowledge**

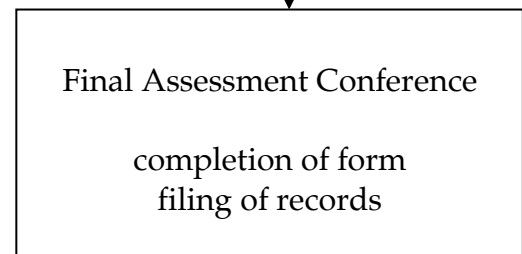
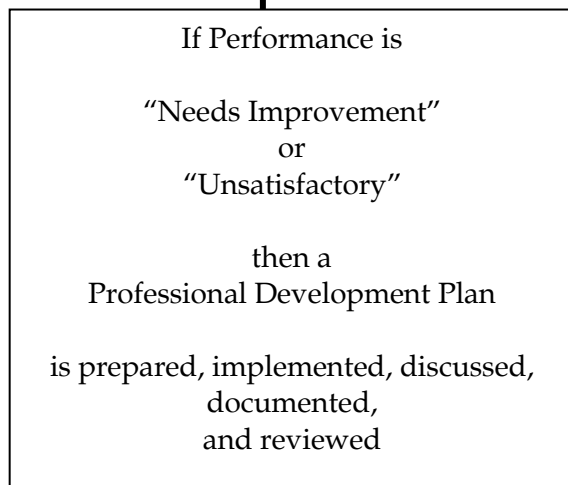
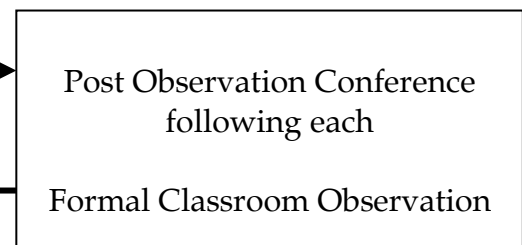
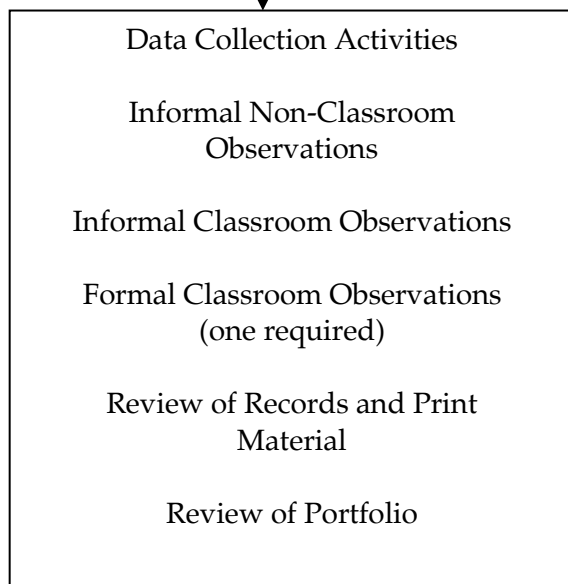
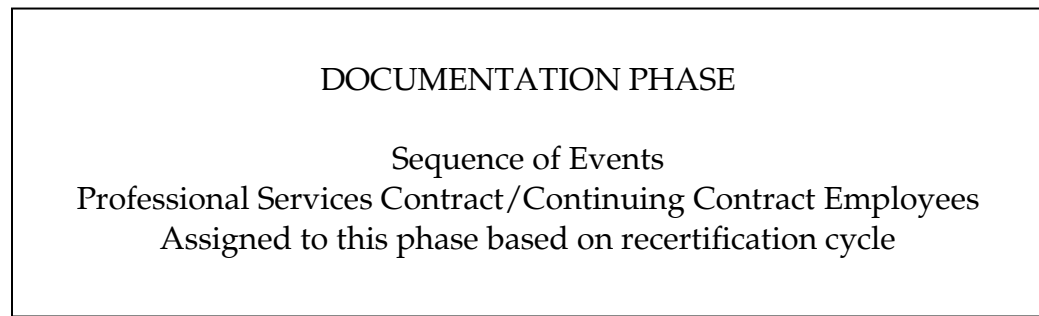
- a. Presents accurate information.
- b. Recognizes and promotes the relationship of the subject with the school's curriculum.
- c. Appropriately organizes and presents content for the specific subject.

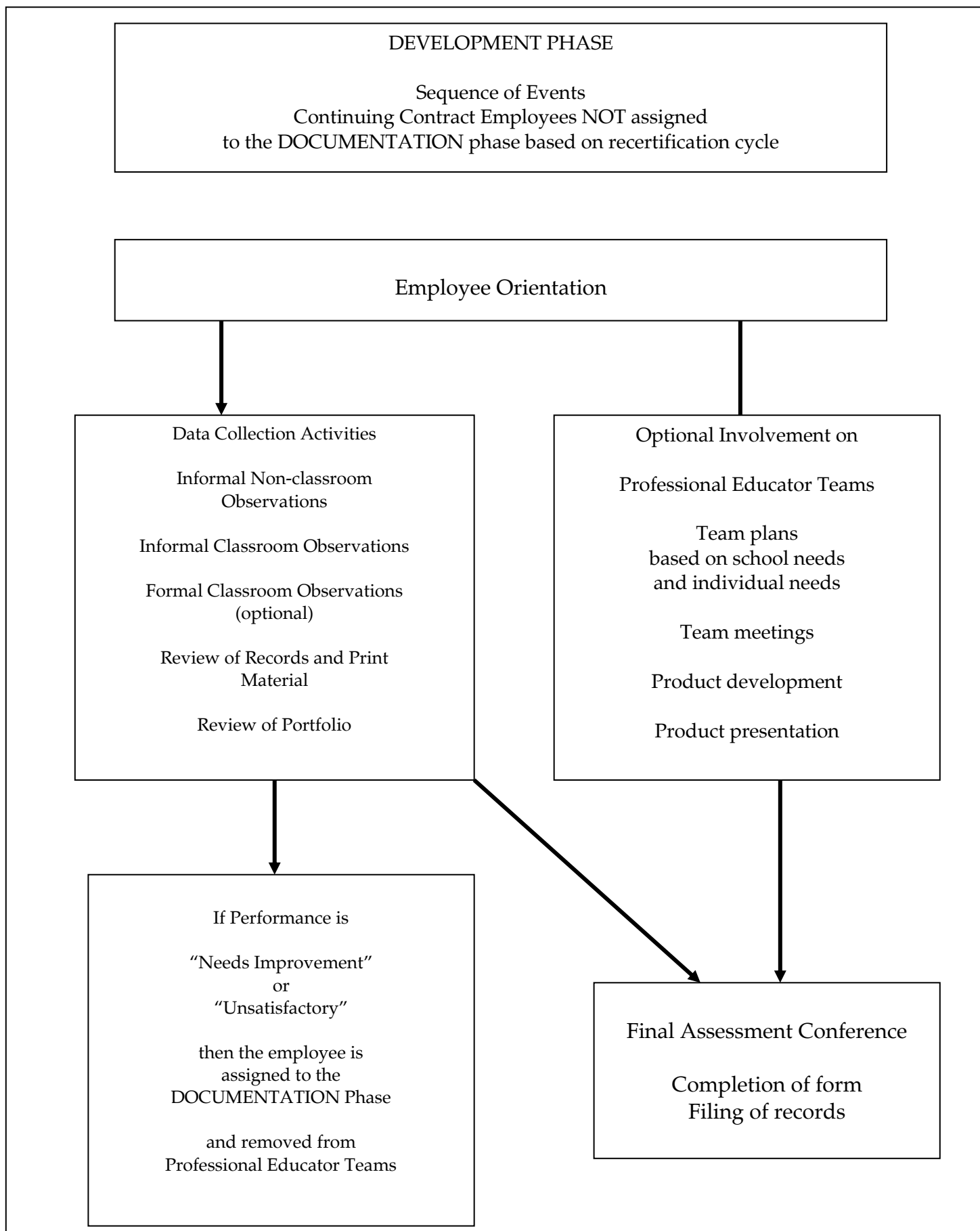
10. **Other Professional Competencies**

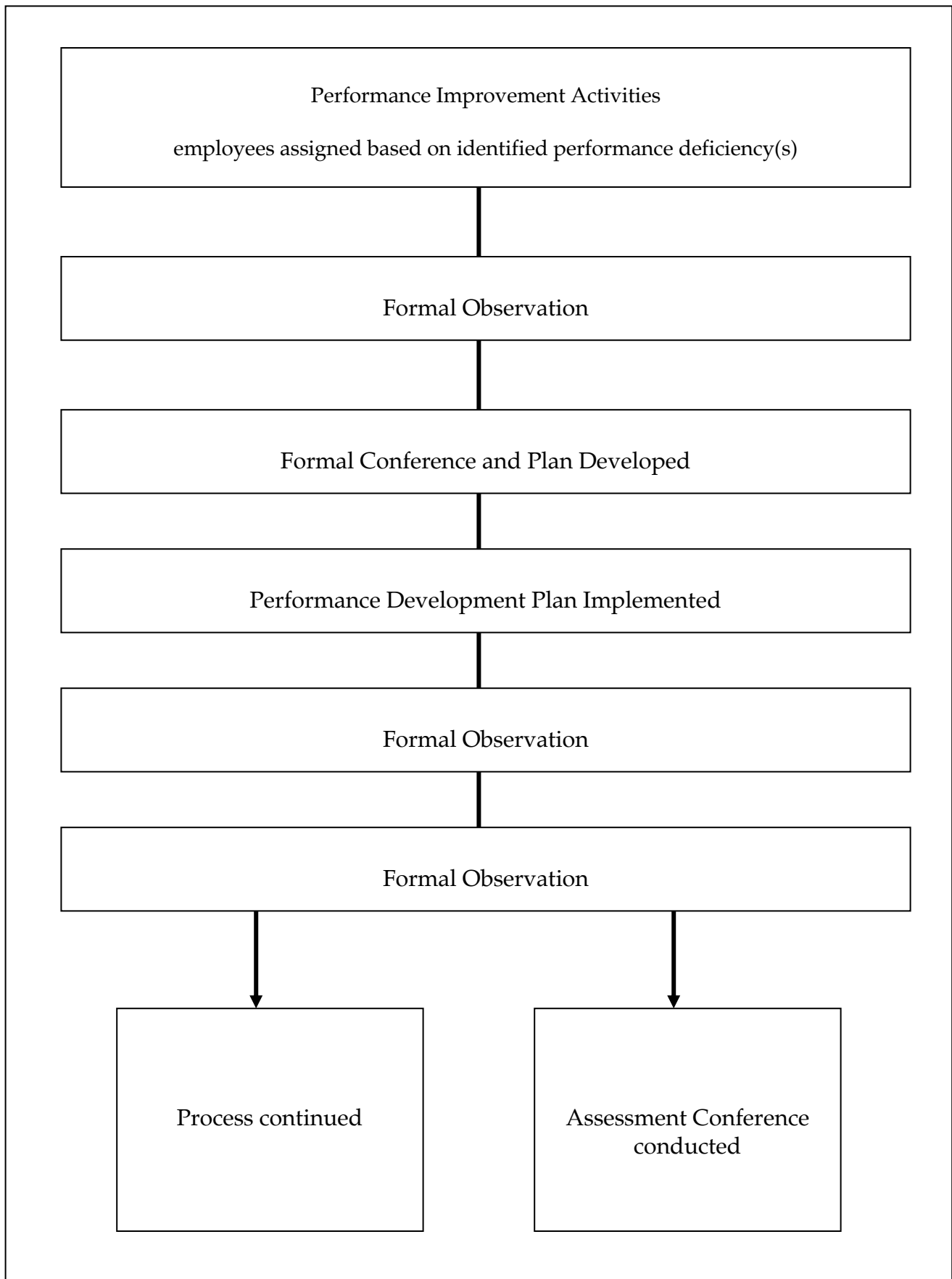
Performance will be assessed in relation to other professional competencies, expectations, and requirements set forth in Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, applicable labor contracts, and any other applicable regulations.













Broward County Public School District, Florida			Instructional Personnel Assessment System								
Employee:		School Year:		Type of Assessment ✓		S - Satisfactory					
School:		SSAN:		Contract Status:		Development:		Rating Scale		N - Needs Improvement	
Data Collection Dates:		Assessor:		Documentation		Scale		U -Unsatisfactory			
Performance Area		Instructional Personnel Performance Indicators								Rating	
Instructional Planning		Develops lesson plans and selects instructional materials and activities which reflect the district's curriculum scope and sequence and identify learners' needs.		Develops lesson plans which reflect the prerequisite knowledge, skills, and readiness of students.		Relates instructional elements such as content, materials, activities, format, and goals to identified student needs.					
		Identifies and sequences content.		Specifies learner objectives and relates these to the instructional activity.		Specifies the steps, sequence, and pacing of student activities appropriate to their needs and the content area.					
Lesson Management		Orients students to classwork, specifies purposes of activities and relationship to the objectives.		Prepares the classroom, materials, and equipment for the presentation of the lesson.		Transitions from one activity or topic to another in accordance with lesson plans and learners' needs.					
Lesson Presentation		Selects and uses appropriate instructional techniques including available materials and technology which support learning of the specific types of knowledge or skills.		Emphasizes what is important to remember.		Asks questions which are clear and require students to reflect before responding.					
		Circulates about the room as students engage in seatwork and assists students as needed.		Uses different types of questions to obtain desired learner responses.		Gives clear, brief, and explicit directions and checks for understanding.					
				Recognizes students' responses to questions and provides feedback.		Reviews student work and provides timely and specific written or verbal feedback.					
Student Performance Evaluation		Selects or develops a variety of assessments and formats related to specific learning objectives.		Uses test data to diagnose individual student strengths and weaknesses.		Grades tests accurately and objectively.					
		Creates a positive test-taking atmosphere.		Monitors students during testing.		Instructs students in test-taking techniques.					
		Monitors student progress in attaining achievement standards and objectives established by the school, innovation zone, area and District.									
		Ongoing teacher documentation of student achievement gains through norm - referenced and criterion-referenced standardized test results where available and at least one of the other following assessment strategies selected by the teacher: student performance demonstrations, teacher observations and portfolios of student work. Where the above referenced standardized student tests are not available, the principal will also select one of the other assessment strategies listed above. The parties recognize that standardized test scores can be influenced by a number of factors outside the school setting such as student mobility rates, the number of special need students, parental support, etc.									
Communication		Speaks in a clear, audible, well modulated voice.		Uses correct grammar in written and oral communications.		Presents connected or associated ideas and thoughts.					
		Expresses interest and excitement through verbal and nonverbal behavior.		Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.		Communicates learner status and progress to the student, parents, and to other professionals.					
Classroom Management		Creates and maintains an organized and pleasant working environment in the classroom		Encourages students to participate and contribute to class activities.		Promotes positive student self-concepts.					
		Identifies individual social, emotional and/or physical needs that might affect school success.		Establishes an environment conducive to positive peer interaction.		Uses appropriate procedures to refer individual students for further assessment or intervention by other professionals.					
Behavior Management		Establishes and implements specific behavioral and procedural expectations, rules, and consequences.		Demonstrates an awareness of what all students are doing.		Reinforces positive student behavior.					
				Stops inappropriate behavior before it spreads or becomes more serious.							
Records Management		Maintains an organized, accurate, and up-to-date lesson plan and grade book.		Maintains accurate attendance records.		Maintains a system for recording individual student's knowledge and skills progress in a subject area.					
Subject Matter Knowledge		Presents accurate information.		Recognizes and promotes the relationship of the subject with the school's curriculum.		Appropriately organizes and presents content for the specific subject.					
Professional Competencies		Complies with Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, and other applicable regulations.									
Overall Performance Rating:		S-Satisfactory		N-Needs Improvement (Annual contract teachers only)		U-Unsatisfactory					
Comments by the assessor:											
Assessor _____ Date _____											
Comments by the employee:											
Employee _____ Date _____											
The employee's signature will indicate only that he/she has read this form and will not necessarily indicate agreement with its contents.											

Broward County Public School District, Florida				Instructional Personnel Assessment System			
Employee:		School Year:		Type of Assessment √			S - Satisfactory
School:	SSAN:	Contract Status:	Development:		Rating Scale	N - Needs Improvement	
Data Collection Dates:		Assessor:	Documentation			U -Unsatisfactory	
Performance Area	School Media Specialist Performance Indicators					Rating	
Planning	Effectively utilizes the Library Media Advisory Committee to develop short and long range goals and to evaluate the library media program.	Establishes written policies and procedures to achieve the goals of the media program.	Provide optimal utilization of school and district media resources and facilities on a fair and equitable basis to students and staff.				
	Promotes teacher and student awareness of media resources	Integrates a sequential program of library media skills instruction into the curriculum in cooperation with teachers.	Provides inservice training to promote effective use of resources and services.				
Lesson Management	Orients students to media center work and specifies purposes of activities and relationship to objectives.	Prepares media center materials and equipment in preparation for the presentation or activity.	Provides transitions from one activity or topic to another in accordance with lesson plans and learner needs.				
Lesson Presentation	Selects and uses instructional techniques which support	Emphasizes what is important to remember.	Asks questions which are clear and require students to reflect before responding.				
	learning of the specific types of knowledge or skills.	Uses different types of questions to obtain desired participants' responses.	Gives clear, brief, and explicit directions and checks for understanding.				
	Circulates about the media center and assists participants as needed.	Recognizes students' responses to questions and provides feedback.	Reviews student work and provides timely and specific written or verbal feedback.				
Student Performance	Ongoing documentation of strategies and direct services which focus on improving student achievement and helping students become self-directed learners. This will include, but not be limited to: providing instruction to foster competence in acquiring and using information and ideas, and in evaluating information resources; stimulating interest in reading and appreciation of literature through group instruction and individual guidance; providing intellectual and physical access to materials in multiple formats; and working with other educators to design and carry out learning experiences to meet the needs of individual students.						
Media Center Management	Participates in the selection, training, supervision and evaluation of library media personnel.	Encourages students to participate and contribute to media center learning activities.	Promotes positive student self concepts.				
			Creates and maintain an organized and pleasant working environment.				
	Identifies individual social, emotional, and/or physical needs that might affect school success.	Use appropriate procedures to refer individual students for further assessment or intervention by other professionals.	Establishes an environment conducive to positive peer interaction.				
Behavior Management	Establishes and implements specific behavioral and procedural expectations, rules and consequences.	Demonstrates an awareness of participant's activities.	Stops inappropriate behavior before it spreads to becomes more serious.				
		Reinforces positive behavior.					
Records Management	Maintains organized and up-to-date records of media center activities.	Maintains accurate user statistics of media center use.	Shows evidence of proper record keeping practices.				
Communication	Speaks in a clear, audible, well modulated voice.	Uses correct grammar in written and oral communications.	Presents connected or associated ideas and thoughts.				
	Expresses interest and excitement through verbal and nonverbal behavior.	Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.	Develops rapport with students staff and the community to promote the library media program.				
Subject Matter Knowledge • Media Program	Plans for changing needs and improvements in program, collection, and facilities with administration and faculty.	Maintains effective working relationships with students, faculty, media staff, district staff, and community members.	Develops a collection that support needs of the curriculum and recognizes individual levels of ability and interests.				
	Shows evidence of professional growth.	Analyze school goals and objectives and recorded data to plan media program, resources, and services.	Prepares and submits accurate and punctual reports.				
	Develops the budget for equipment, materials, and supplies according to school, state and federal regulations.	Demonstrates effectiveness in assisting students and teachers locate and utilize resources.	Follows standard operating procedures for selecting, organizing, and circulating materials and equipment.				
Student Evaluation	Selects or develops a variety of assessments and formats related to specific learning objectives.		Uses test data as needed to diagnose students' strengths and weaknesses.				
Professional Competencies	Complies with Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, and other applicable regulations.						
Overall Performance Rating:	S-Satisfactory	N-Needs Improvement (Annual contract teachers only)		U-Unsatisfactory			
Comments by the assessor:							
			Assessor				
			Date				
Comments by the employee:							
			Employee				
			Date				
The employee's signature will indicate only that he/she has read this form and will not necessarily indicate agreement with its contents.							

Broward County Public School District, Florida				Instructional Personnel Assessment System			
Employee:		School Year:		Type of Assessment √			S - Satisfactory
School:		SSAN:	Contract Status:	Development:		Rating	N - Needs Improvement
Data Collection Dates:			Assessor:	Documentation		Scale	U -Unsatisfactory
Performance Area	Student/Support Services Performance Indicators						Rating
Planning	Develops plans and selects materials and activities which reflect the identified participant's needs.		Develops plans which reflect the prerequisite knowledge, skills, and readiness of participants.		Relates content, materials, activities, format, and goals to identified participants needs.		
	Identifies and sequences content.		Specifies participant's objectives and relates these to the activity.		Specifies the steps, sequence, and pacing of participant activities appropriate to their needs.		
Organization	Orients participants to tasks specifies purposes of tasks and relationship to the objectives.		Prepares materials and equipment in preparation for the presentation activity.		Transitions from one activity or topic to another.		
Presentation of Content	Selects and uses techniques which support learning.		Emphasizes what is important to remember.		Asks questions which are clear and require participants to reflect before responding.		
	Circulates about the room as participants engage in tasks and assists participants as needed.		Uses different types of questions to obtain desired participants' responses.		Gives clear, brief, and explicit directions and checks for understanding.		
			Recognizes participants' responses to questions and provides feedback.		Reviews participants' work and provides timely and specific written or verbal feedback.		
Evaluation of Student and Program	Selects or develops a variety of assessments and formats related to specific learning objectives		Uses test data and other assessments to diagnose participant strengths and weaknesses.		Scores tests accurately and objectively.		
	Creates a positive assessment atmosphere.		Monitors participants during assessment.		Instructs participants in assessment techniques.		
Communication	Speaks in a clear, audible, well modulated voice.		Uses correct grammar in written and oral communications.		Presents connected or associated ideas and thoughts.		
	Expresses interest and excitement through verbal and nonverbal behavior.		Demonstrates basic mechanics of writing: spelling, capitalization, and punctuation.		Communicates pertinent information and progress to appropriate personnel.		
Student Performance	Ongoing documentation of strategies and direct services which focus clearly on improving student achievement as described in the Standards of Service policy. These may include classroom interventions; modeling alternative teaching strategies; individualized training and technical assistance for teachers in order to increase their capacity to enhance the learning environment, improving family partnerships as described in the Standards of Student Services policy; screening, evaluation, and assessment; direct interventions with students and families; identification and planning for students with special needs; formulation of behavior management plans; development and implementation of monitoring and follow-up processes related to student achievement. The methods of documentation will be determined and agreed upon by the employee and the administrator.						
Management Of Special Setting	Creates and maintains an organized and pleasant working environment.		Encourages participant to engage in and contribute to activities.		Promotes positive self-concepts.		
	Identifies individuals social, emotional and/or physical needs that might affect success.		Establishes an environment conducive to positive peer interaction.		Uses appropriate procedures to refer individual participants for further assessment or intervention by other professionals.		
Behavior Management	Establishes and implements specific behavioral and procedural expectations, rules and consequences.		Demonstrates an awareness of participant's activities.		Reinforces positive behavior.		
Stops inappropriate behavior before it spreads or becomes more serious.							
Records Management	Maintains organized and up-to-date records.				Maintains a system for recording individual participant's knowledge and progress.		
Professional Knowledge	Presents accurate information.		Recognizes & promote the relationship of the professional area to the total program.		Appropriately organizes and presents content for the specific professional area.		
Professional Competencies	Complies with Florida Statutes, State Board of Education Rules, School Board of Broward County Policies, and other applicable regulations.						
Overall Performance Rating:		S-Satisfactory	N-Needs Improvement (Annual contract teachers only)		U-Unsatisfactory	⇒	
Comments by the assessor:							
				Assessor			
Comments by the employee:							
				Employee			
The employee's signature will indicate only that he/she has read this form and will not necessarily indicate agreement with its contents.							

Broward County Public School District, Florida			Performance Development Plan		
Name of Employee	SSAN	School	Assessor	Date of this Plan	Follow-up / Review Date
Identified Deficiencies	Strategies for Improvement, Corrections, and Assistance			Expected Outcomes and Timeline	
Consequences for failure or refusal to remediate all areas identified as deficient:			Additional comments of the assessor:		
			Assessor _____ Date _____		
			Comments of the employee:		
Employee _____ Date _____					

## **APPENDIX H**

### **BROWARD TEACHERS UNION/STEWARD DESIGNATION**

The number of stewards is determined by the Broward Teachers Union using the following formula: one (1) steward per thirty (30) bargaining members or major fraction thereof, for example, seventy six (76) employees would merit three (3) stewards.

## **APPENDIX I**

### **MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND THE BROWARD TEACHERS UNION**

The School Board of Broward County shall implement a Broward Teacher Corp Program in which the District provides funding support for programs to assist teachers in becoming highly qualified educators. The Broward Educational Consortium partners with SBBC in this program to design and develop courses to support H.R. 1 Section 1119, *No Child Left Behind Act of 2001*, Federal mandate and to ensure that teachers are certified in the area that they teach.

1. Teachers must meet the higher education institution entry requirements.
2. Teachers must be full-time employees in Broward County Schools.
3. Teachers shall be selected for participation based upon the following (listed in order of priority):
  - a. Teachers currently teaching out-of-field in an Upward Bound Title I school.
  - b. Teachers currently teaching out-of-field in a Title I school.
  - c. Teachers in an Upward Bound Title I school interested in pursuing certification in math, science, or reading.
  - d. Teachers in a Title I school interested in pursuing certification in math, science or reading.
4. Program completion shall occur when the employee provides documentation that he/she has fulfilled all requirements and is eligible for certification and/or completed coursework requirements outlined by the higher education institution.
5. After successful completion of the program, the employee shall be assigned to teach in the subject area in which the certification was received in a Title I school for a period equal to the period time in the Broward Teacher Corps. To be eligible for a guaranteed transfer provided in item 7, the employee must remain in the subject area in which certification was received unless involuntarily reassigned outside that subject area.

6. After completing the Broward Teacher Corps program and earning certification from the state, a teacher must commit to teaching in a Broward County Title I school for the same period of time that the Board paid his/her tuition in the Broward Teacher Corps. If he/she does not, he/she must pay back partial or full tuition costs paid by the district depending on how many years he/she is committed to teach in a District Title I school. (Example: If a teacher participates for three years and decides to leave a Title I school after one year, he/she must pay back 2/3 of the tuition costs to the district.) Tuition cost shall be based on a per credit hour basis.
7. If the employee does not complete the training program, the employee shall reimburse the District for 100% of the training cost incurred. Teachers shall not be required to pay back tuition costs if the employee has a serious medical problem verified by a physician of the employee's choice. The Board may require a subsequent exam by a Board selected physician at its expense. In addition, teachers shall not be required to pay back tuition costs if they are laid off, terminated, requested to resign, or involuntarily transferred on the basis of seniority.
8. After successful completion of the program, employees who teach for three (3) years in a Title I school shall be guaranteed a transfer pursuant to provisions of Article 25 Section C (5) regardless of the years spent by the employee at the same work location. Such transfer must be requested within three (3) years of the end of the commitment period.
9. An approved medical, professional leave nor personal leave will be accepted toward fulfillment of this obligation. Nor will such leaves be considered as a violation of the teacher's obligation. The teacher shall be required to complete their commitment period or training upon return from such leaves.
10. Employees who participate in this program shall be required to sign a Promissory Note agreeing to the reimbursement provision stated above.
11. If the Board chooses to discontinue the Broward Teacher Corps program or pay less than the full cost of tuition, employees, who choose not to complete the program, shall not be required to fulfill any of the obligations contained herein nor shall the Board be required to fulfill any of the obligations contained herein for those employees.

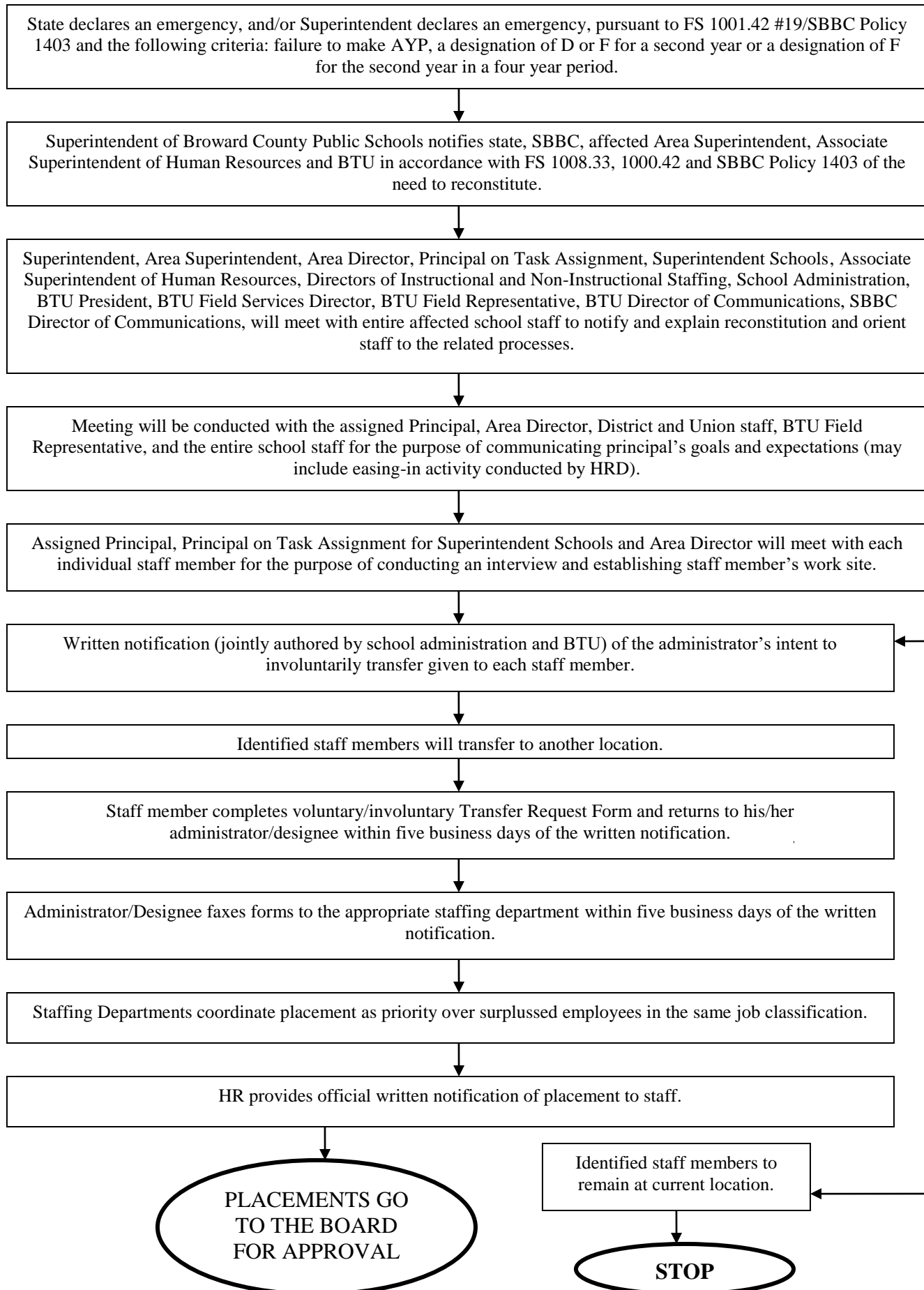
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**APPENDIX J**  
**NO CHILD LEFT BEHIND ACT (NCLB)**

- A. The parties agree that nothing in the school improvement section of the No Child Left Behind Act (NCLB) shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school employees under the terms of this collective bargaining agreement.
- B. The District agrees that they will notify BTU of action that must be taken to comply with provisions of NCLB and to bargain those issues that are mandatory subjects of bargaining.
- C. **Adequate Yearly Progress:** For schools identified as not making adequate yearly progress, the parties agree to form a committee to make recommendations to the Labor Management Committee regarding the impact of legal requirements on issues, including but not limited to:
  - 1. Any formal or informal understanding, condition or practice established between the parties.
  - 2. Wages, hours, terms and other conditions of employment or matters established in statute such as but not limited to F.S.447 Public Employees Collective Bargaining Act.
  - 3. Employees who may be laid off in whole or in part or reduced in pay as a result of the implementation of a “public school choice” option provided by the NCLB.
  - 4. Supplemental services such as but not limited to tutoring, mentoring, remediation, other educational intervention, etc., which can be provided by state certified bargaining unit members outside the regular employee workday and calendar.
  - 5. The contracting out work that has been or could be performed by the members of the bargaining unit. Such work includes, but is not limited to tutoring and/or providing other supplemental services.
  - 6. A restructuring, merger, takeover or other event that results in the creation of a new or successor employer, and the impact on the recognition of the Broward Teachers Union as the exclusive collective bargaining representative for the employees that it represents.



# RECONSTITUTION PROCESS



**MEMORANDUM OF AGREEMENT**

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

**SECLUSION AND RESTRAINT OF CHILDREN WITH DISABILITIES**

1. **Prohibited Actions**  
School personnel are not allowed to use mechanical restraint or manual physical restraint that restricts a student's breathing. School personnel are not allowed to close, lock or physically block a student in a room that is unlit and does not meet the requirements for seclusion time-out rooms provided in State Fire Marshal rule 69A-58.0084, F.A.C. Teachers will refrain from all prohibited actions contained in State Board Rules and Florida Administrative Code.
2. **Documentation and Incident Reporting**  
Documentation of incidents in which manual physical restraint or seclusion is used with a student with a disability must occur and a timely report made to the parent or guardian.
3. **Teacher Responsibility**  
Classroom teachers are responsible for providing incident information to the designee responsible for reporting whenever the use of seclusion and restraint occurs that must be documented and reported under Florida Statute. There shall be no additional paperwork requirements associated with such reports other than those already required for incident reporting without the presentation of such procedures to the Paperwork Reduction Committee.
4. **District Responsibility**  
The District is responsible to inform teachers of students with disabilities of:
  - a. The requirements to law regarding the seclusion and restraint of student with disabilities.
  - b. The prohibited methods of restraining or secluding a student with disabilities.
  - c. The types of restraint and seclusion that may be appropriate to use.
  - d. The requirements for documentation that must be included in an incident report involving restraint or seclusion of a student with a disability.
  - e. The District procedures for parent notification, incident reporting, data collection and monitoring of the use of restraint or seclusion of students with a disability.
5. Except for engaging in prohibited actions, teachers shall not be held responsible for violations of the laws and regulations pertaining to the seclusion and restraint of students with disabilities until the District has formulated appropriate policies and provided necessary information to teachers regarding those policies and regulations. Teachers shall receive the appropriate training prior to being designated as special resources (Professional Crisis Management Team) for the physical restraint of students.

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