

**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 Statutes, Section 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. The stipends are set forth in Appendices A and E.
- 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, 2019, all newly hired eligible employees shall receive up to twenty (20) 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 District 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:** Supplementary pay positions shall be those as set forth in Appendix F. 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 workdays 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 of 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 (1) 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 (1) 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 above shall not generate a payment under Article Five, Section 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, (i.e., 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 District. Employees participating on labor/management committees shall be reimbursed for mileage, parking, and tolls under this section. Payment will be processed within thirty (30) calendar days once all applicable Business Practice Bulletin requirements are met and documents are received by Accounts Payable.
- J. **Travel Reimbursement:** Any employee traveling on District business, other than as provided in Section I above, shall be reimbursed in accordance with Board policy on travel and per diem expenses. Payment will be processed within thirty (30) calendar days once all applicable Business Practice Bulletin requirements are met and documents are received by Accounts Payable.

- 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 Board and the 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).

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 (4) days of sick leave as of the first day of employment of each contract year, and thereafter earn one-half (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 twenty (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 31st and concluded no later than January 13th 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 District 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 District 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 District.
- g. **Hardship**

If the financial burden in paying back the overpayment 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 In-service/Stipend Rate:

1. Bargaining unit members who attended and/or will attend District sponsored in-service 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. Payment for workshops will be processed for employees who have completed all requirements within thirty (30) calendar days of the closing date of the workshop.
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 (1/2) the actual training time for employees providing a program for the first time and one-third (1/3) 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. Payment will be processed within thirty (30) calendar days of the closing date of the workshop.

- S. **Aggregate Method of Computing Taxes:** The District 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 District 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 (2) 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-FIVE REASSIGNMENT & TRANSFER

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 Twenty-Five, Section 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 District 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 complete the District Online Transfer Request Form, print for their records, and submit a copy to file a written statement with their principal. ~~of such desire on such form as set forth in 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 vacancy posting will be available via the District's on-line application/recruitment

~~system. the Superintendent shall post in all school offices and faculty rooms, all vacancies, including the anticipated vacancy list upon publication~~ The vacancy posting will include 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 five (5) ~~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 1st 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 provide access of all transfer requests to locations. ~~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. Locations must select a transfer at least fourteen (14) calendar days prior to the first teacher planning day of the upcoming school year and then no transfer will be allowed. ~~Hardships may continue to be selected. 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 twenty (20) miles or more one-way, by the most direct route within Broward County limits to the assigned work location; or
- b. has a serious medical and/or personal problem which can be substantiated by a District selected physician or acceptable written explanations as determined by the Superintendent. Employees meeting the criterion in this section, may apply for a medical/personal problem transfer at any time and may be transferred after the start of the school year for students.
- c. An employee who meets the "hardship" definition will be guaranteed an interview for a District determined vacancy at one (1) of the ten (10) schools the employee selects on their Online Transfer Request Form and applies to the specific school via the District's online application system. Hardships do not need to be considered, 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 on their Online Transfer Request Form and applies for the specific school via the District's online application system. The employee will be considered 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.~~ Locations must select a transfer at least fourteen (14) calendar days prior to the first teacher planning day of the upcoming school 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 percent (10%) (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 percent (10%) 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 (1) 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, Section 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:

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 Twenty-Five, Section D, 5.
- g. Guaranteed 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. **Request Volunteers:** When a reduction in the number of employees in a District 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 (2) 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 bachelor's level Florida Subject Area exam, if eligible. ~~critical shortage sabbatical leave.~~

2. **Reduction By Seniority / (Elimination of Position(s)):** ~~When~~ If a reduction in the number of employees within a location is still necessary after completing the Request for Volunteer Transfers, the reduction will occur by subject area/program. Teachers are grouped in the following order:

- within their subject/program;
- type of contract (PSC, AC, PC, etc.); and then
- seniority order.

~~The least senior teacher will be identified as the involuntary transfer and complete the information listed below in #3. Position Assistance. 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 (2) 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.~~

3.4. **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.

4.3. **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 District declared employee job vacancies. Also, said e~~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. The employee shall review the list of vacancies that are available on the District's on-line application system. 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 District 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, Section 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 5 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.

Employee & Labor Relations

Susan L. Cooper, Director

600 SE Third Avenue, 5th Floor

Fort Lauderdale, FL 33301

phone: 754-321-2140 • fax: 754-321-2141

Susan.Cooper@browardschools.com

www.browardschools.com

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

Laurie Rich Levinson, Chair
Patricia Good, Vice Chair

Lori Alhadeff
Debra Hixon
Donna P. Korn
Sarah Leonardi
Dr. Rosalind Osgood
Ann Murray
Nora Rupert

Dr. Vickie L. Cartwright
Interim Superintendent of Schools

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

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

PURPOSE:

The purpose of this Memorandum of Understanding is to provide a \$1,000 payment to the identified BTU-EP bargaining unit members who were not eligible for the \$1,000 bonus to classroom teachers appropriated through Senate Bill 2500, Section 46, the General Appropriations Act (GAA).

DURATION:

This Memorandum shall commence effective from the date of full ratification.

WHEREAS the state appropriated funding providing \$1,000 bonus to classroom teachers which excluded several BTU-EP bargaining unit members.

NOW, THEREFORE, it is agreed as follows:

The District shall provide a one-time (non-recurring and non-FRS eligible) payment to all BTU-EP bargaining unit members that were not eligible for the \$1,000 bonus through the GAA, who are in an active status as of the date of full ratification.

TERMS AND CONDITIONS:

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

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

ACKNOWLEDGMENT, SIGNATURES AND DATES:

The parties further agree that this MOU represents the full and complete understanding of the parties as it relates to this one-time \$1,000 payment to the identified eligible employees in the BTU-EP bargaining unit. As such, this agreement does not establish a precedent beyond the time period set forth herein.

Executed on this day, _____

Susan L. Cooper, Director
Employee and Labor Relations

Anna Fusco, President
Broward Teachers Union

SLC/MH:jlk

**2020-2021 2021-2022 Grandfathered Teacher Salary Schedule
 196 Calendar 7.5**

Level	Hourly	Daily	Annual
C	33.20501	249.03756	48,811
D	33.60200	252.01499	49,395
E	34.81648	261.12363	51,180
F	35.22156	264.16167	51,776
G	35.46097	265.95724	52,128
H	35.82662	268.69966	52,665
I	36.02732	270.20493	52,960
J	36.75062	275.62962	54,023
K	37.39509	280.46315	54,971
L	37.89869	284.24015	55,711
M	39.20220	294.01651	57,627
N	39.71677	297.87577	58,384
O	40.76630	305.74727	59,926
P	41.85744	313.93078	61,530
Q	43.88937	329.17026	64,517
R	47.54597	356.59478	69,893
S	53.15534	398.66504	78,138
T&U	53.99489	404.96169	79,372

SALARY SCHEDULE

*Daily Rate: This schedule is based on a 7 1/2 hour workday.

~~2020-2021 HB 641 Teacher Salary Allocation: In addition to the 1.3% increase to base salary received pursuant to the Memorandum of Understanding dated September 4, 2020, all bargaining unit members on the Grandfathered Salary Schedule shall receive an additional increase to base salary of approximately .96% effective 7/1/2020.~~

~~Additionally, for the 2020-2021 school year, bargaining unit employees who were in an active status on the first day of their work calendar and are in an active status as of the date of full ratification, will receive a \$1500 one-time bonus (nonrecurring, non-FRS eligible).~~

For the 2021-2022 school year, bargaining unit employees who were in an active status on the first day of their work calendar and are in an active status as of the date of full ratification, will receive a \$1500 one-time bonus (nonrecurring, non-FRS eligible).

Grandfathered Teachers:

Hourly rates for all levels on the BTU-Grandfathered Teacher Salary Schedule shall increase by 0.31% effective July 1, 2021. Employees who are employed as of the date of ratification of this Agreement will receive the increase retroactive to July 1, 2021.

Pay for Performance Teachers:

BTU-Pay for Performance Teachers rated as "Highly Effective" during the 2020-2021 School Year, shall receive a base salary increase of 0.39% effective July 1, 2021. BTU-Pay for Performance Teachers rated as "Effective" will receive a base salary increase of 0.29% effective July 1, 2021.