

**ARTICLE FIVE  
CONDITIONS OF EMPLOYMENT**

- A. **Teacher's Primary Responsibility:** The District 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 District 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 District 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 District 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 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:** 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, or by other digital platform 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 workday. 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 ten (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 (1) faculty meeting is held in a month, the purpose of the meeting shall be announced to the faculty **at least two (2) work days** 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 (2) of the five (5) 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) hour 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 **(including Professional Learning Communities and Principal's Discretionary Time)**, 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. **The 24-hour allocation for professional development shall be optional provided the bargaining unit member shows that he/she has enough hours to recertify, is currently enrolled in other course(s) which may count toward recertification (e.g., college courses), or does not**

**plan to recertify (e.g., he or she plans to retire within certification date limits).**

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 School Advisory Committee (SAC) 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 School Improvement Plan (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 Fifteen, 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 District 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 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 SIP 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 & Alternative Education Centers	=	3 teachers
2.	Middle Schools	=	4 teachers
3.	High Schools and Technical Colleges	=	6 teachers

Prior to development of the plan, faculty teams/ departments/gradelevels 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 SIP.

- 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 Eighteen 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 (1) vote, as does each Faculty Council member.

- Q. **Equipment:** The District shall provide cleaning or laundering and maintaining of school-owned physical education and athletic uniforms, uniforms for musical groups, towels, equipment, etc. The District further agrees to replace stolen, lost, irreparably 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 the District may be required to submit their lesson plans to the principal on a regular basis with two (2) workdays' 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 the District 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) workdays' 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 (4) 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 BTU.
3. The two (2) remaining early release days shall be used in a manner consistent with the procedures below. On these two (2) 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 SIP 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 District 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 BTU-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 BTU 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 District and the BTU agree to equally share the costs of this program. The District 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 statutes, 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.
- Y. No SBBC policy that may affect the bargaining unit will be implemented without the approval of BTU.**

**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 pro-rated 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 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 oncampus 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.
- 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.
- K. **Special Activities:** Each elementary school art or music teacher who accept assignments to work with students beyond the normal workhours 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 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 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.
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.

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.
- V. **Any bargaining unit employee who is at any time required to launch the Class Microsoft Teams Meeting or any other program to allow students at home to view and/or hear sessions of instruction or any other portions of class meetings shall receive a one-time \$1,500 supplement.**

**BTU-EP Salary Proposal 2021-2022**

For the 2021-2022 school year, the Broward Teachers Union is proposing a three and a half percent (3.5%) aggregate increase to the cost of the current salary schedule, retroactive to July 1, 2021. This increase is in addition to that provided by the Teacher Salary Increase Allocations Funds in Section 1011.62(18), Florida Statutes. Distribution and allocation are subject to further negotiations.

Additionally, for the 2021-2022 school year, all employees in the BTU-EP unit shall receive a one-time \$3,000 bonus to be paid in the first paycheck following ratification.