

**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, 2014. Implementation of such schedules will take place once it is determined by both parties that additional and sufficient funding exists.
- 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, 2002, pursuant to Florida State Statute all newly hired eligible employees shall receive up to thirteen (13) 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. The Contract Administration Committee shall discuss a process to review the termination of probationary employees.

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. Effective November 1, 2013, a high school/multi-level 6-12 school teacher assigned to teach a sixth period will be paid a \$2,000 supplement annualized over the remainder of the 2013-2014 school year. For the 2014-2015 school year, a high school/multi-level 6-12 school teacher assigned to teach a sixth period will be paid a \$2,500 supplement annualized over the school year. Beginning in the 2015-2016 school year, a high school/multi-level

6-12 school teacher assigned to teach a sixth period will be paid a \$2,600 supplement annualized over the school year. Should any teacher above qualify for payment under this section, such teacher would not be eligible for extra pay pursuant to Section G(2) above, as it relates to teaching a sixth period. Said supplement shall no longer be available after the 2015-2016 school year.

4. 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 $\frac{1}{2}$ 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 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. The District shall provide the employee with specific written explanation for the underpayment through the Payroll Contact Person at the employee's location. The parties agree to continue to research the timeline outlined in Florida Statute, Chapter 95, Section 11(4)(c), for the collection of wage underpayment, for resolution no later than November 1, 2007.
 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. The employee shall be notified by their location payroll contact person prior to said adjustment and the deduction will be reflected on the employee's pay stub as an adjustment. 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 years, the Board can only recover the most recent two 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 for the employee from which the employee may select as well as specific written explanation for the overpayment. If the employee finds one of the options acceptable, he/she shall complete the form and return it to the Payroll Department.
- c. If the employee does not find either of the options mentioned in subsection (b) above acceptable, he/she will check the box on the form requesting a meeting with the Payroll Department and return the signed form.
- d. If the affected employee requests the meeting referenced in subsection b above or does not return the signed form within five (5) workdays of receipt thereof, 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.
- e. Overpayments should be recouped in the calendar year in which it was discovered. However, if the financial burden in doing so would be excessive, the Superintendent may extend the repayment plan into the next fiscal year except for employees who are leaving the school system or are on a year long unpaid leave of absence.
- f. If the Payroll Department and the affected employee cannot reach an agreement on a payback schedule during the meeting referenced in subsection c above, the Superintendent will determine the payback schedule and the amount of dollars per paycheck and notify the employee by certified mail prior to the first paycheck reduction.* 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	

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

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 no later than September 30th 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.