

ARTICLE 17
Wages

- A. For the 2017-2018 school year, all eligible employees shall receive an increase effective July 1, 2017 in accordance with Appendices C and D, and E, and other applicable provisions of this Agreement.
 - 1. Probationary employees shall be compensated in accordance with Appendices C, D, and E, attached.
 - 2. An employee who receives an “Unsatisfactory” on their overall annual performance evaluation shall be ineligible for any negotiated salary increase for the subsequent school year and shall remain frozen at the rate of pay for the previous year.
- B. One (1) day more than half, the contract calendar shall constitute a year of experience on the salary schedule. The salary schedule, as well as the issue of step advancement, shall be part of the negotiations for each school year covered by this Agreement. Step advancement is negotiable, not automatic.
- C. No experience credit in excess of that authorized by the salary schedule shall be given, although such credit previously granted by the Board will be retracted.
- D. The salary of any employee employed in excess of the 186 day work year shall be computed at a daily rate of 1/186th of the employees basic salary in accordance with the assigned hour times the number of days employed.
- E. Temporary employees shall be paid in accordance with School Board policy.
- F. Employees who utilize their private vehicles to travel on District business shall be compensated at the rates established in accordance with the Board Policy and Rules and Regulations.
- G. **Errors in Paycheck:**
 - 1. In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Employees shall contact the Location Payroll Contact person for an explanation of the error. If the Location

Payroll Contact person cannot provide an explanation, the employee may contact the Payroll Department.

2. **Overpayment of \$100 or Less:** In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Such overpayment shall be recovered from one or two checks.
3. **Underpayment:** In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated.
4. **Overpayment Greater than \$100.00 (except for former employees):**
 - a. The District may collect overpayments not to exceed two (2) years in duration from the date that the overpayment is discovered. For example, if an employee was overpaid for the last five (5) years, the Board can only recover the most recent two (2) years of the overpayment.
 - b. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of \$100.00 has occurred. The form will contain two (2) payback options for the employee to select and return 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 or two (2) at the employee's option
\$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
\$500.00 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.

f. **Hardship**

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

- Death of spouse or dependent
- Legal Separation of 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 layoff 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
For amount above \$1,800.00 \$250.00 per check

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 a year long unpaid leave of absence.

- H. A substitute or temporary employee who is employed to replace a permanent employee who is expected to be absent from duty for an indeterminate number of days, but at least twenty (20) days will, upon the recommendation of the Superintendent and the approval of the School Board, be paid the daily rate at Step 0 of the position filled. The substitute temporary employee must meet the job qualifications of the

position he/she is filling in order to be paid the rate specified above. The effective date of such pay shall be no earlier than the first workday following Board approval.

- I. When a Classroom (Certified) Assistant is promoted to a teacher assistant position, the step placement within the new grade shall be at the lowest annual salary that corresponds to, but is not less than, a two-step advancement on the previous pay grade.
- J. When a Teacher Assistant accepts a lower position, he/she shall be placed on the step they would have been on had they remained in a Classroom (Certified) Assistant position. When an employee from the Special Salary job classifications accepts a Classroom (Certified) Assistant and/or Teacher (Certified) Assistant position, he/she shall be placed on the step that gives the employee credit for bargaining unit seniority.
- K. All teacher tutors, with 60 hours, social educators and community social workers shall be placed on the teacher assistant's salary range. The social educator category shall include community health workers.
- L. Teacher tutors with less than 60 hours credit shall be placed on the same salary range as a teacher aide.
- M. The salary schedules of all Education Support Professionals will be in accordance with Appendix C, D, or E, retroactive to the beginning of the employee's work calendar. The rate of pay for summer employment shall be paid in accordance with this salary schedule.
- N. **Salary Payments:** For payroll purposes, the work week shall be defined as Monday through Sunday. In any school year, the dollar amounts on the first and last paychecks of the year may vary.
 - 1. Employees 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.
 - 2. Pay dates will be set for every other Friday.
 - 3. 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).

4. 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.
 5. Employees may select the Year-Round Pay Option if they want to receive payments during the summer months. Employees shall be eligible to change options once annually prior to the beginning of the employee's work calendar. Employees will not be allowed to change options after the start of their work calendar.
 6. It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) 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. Direct deposits shall be deposited in no more than five direct deposit accounts. Employees are required to have their salaries paid via direct deposit to the financial institution of their choice.
- P. **Supplements:** Supplements may be paid to employees, in accordance with this provision, where the employee is the person principally assigned to the duty and the duty is performed, at least in part, beyond normal working hours. **An ESP's work schedule cannot be adjusted or altered for the sole purpose of circumventing a supplement being paid.**

The supplemental positions listed for bargaining unit employees shall be posted prior to the ending of each school year. If the position is offered to a bargaining unit member, preference will be given to the most senior bargaining unit member at the work location.

1. **Substitute Calling Supplement:** Upon the written recommendation of the principal, one employee at each school shall receive a supplement for calling substitute employees. Only one employee per school shall receive this supplement. The annual amount of the supplement shall be based on the number of teachers at the school for which the paraprofessional employee calls substitutes as follows:

Number of Employees	Supplement
1-35	\$580
36-74	\$870
75 or more	\$1170

2. **Textbook Chairperson Supplement:** Upon the written recommendation of the principal, one employee at each school shall receive a supplement for serving as the textbook chairperson. The annual amount of the supplement shall be based on the student population of the October Full Time Equivalency (FTE) count as follows:

FTE Number	Supplement
1-700	\$530
701-1,400	\$870
1,401 or more	\$1170

3. **Breakfast Supplement:** A breakfast program supplement of \$750 annually shall be established at the elementary level for the school year. A minimum of one (1) breakfast supplement shall be provided at each elementary school in the District.
- a. The supplemental positions shall be advertised at each elementary school. The advertisement shall be posted for three (3) workdays at each location.
 - b. Payment for the supplement shall be prorated biweekly over the employee's contract year.
 - c. Education Support Professionals shall have the first opportunity to receive the breakfast program supplement at the elementary level. If no Education Support Professionals apply for the supplemental position, the District may assign the supplement to non-bargaining unit employees.
 - d. The supplemental position(s) shall be offered to Education Support Professionals in the following order:
 - i. First preference shall be given to Education Support Professionals who work less than a 7.5 hour day.
 - ii. Second preference shall be given to Education Support Professionals who work a 7.5 hour day.

- e. If more Education Support Professionals apply than there are positions, seniority in the District, attendance and reliability shall be the criteria considered by the principal in awarding the supplement(s).
- f. Any Education Support Professional who has worked beyond his/her regular workday performing the above duty, and is subsequently replaced as a result of the above procedure, shall be given compensatory time off for all hours worked beyond the regular workday.
- g. When the number of breakfast participants exceeds 120 (one hundred and twenty) students at one sitting, the principal will consider allocating additional Education Support Professionals to the breakfast program. The decision to allocate an additional education support professional shall be at the sole discretion of the principal/administrator.

Q. Incentives may be paid to employees in accordance with this provision where the employee is the person principally assigned to the duty and the duty may be performed during normal working hours.

1. **Special Education Centers Incentive:** Effective the 2016-2017 school year, Education Support Professionals employed at the following Exceptional Education Centers: Bright Horizons School, Seagull Center ESE Program, Sunset School, The Quest Center, Wingate Oaks Center, Whispering Pines, Cross Creek Exceptional shall receive an incentive in the amount of four hundred forty-five dollars (\$445) annually.

Effective the 2016-2017 school year, Education Support Professionals employed at the following alternative high school/centers: Cypress Run Education Center, Dave Thomas Education Center, Hallandale Adult & Community, Pine Ridge Alternative Center, Whiddon Rogers Education Center and Lanier James Education Center shall receive an incentive in the amount of four hundred forty-five dollars (\$445) annually.

2. **Medical Procedures Incentive:** Education Support Professionals shall receive an incentive in the amount of \$1,500 annually for being assigned to perform the following medical procedures: Clean Intermittent Catheterization, Gastrostomy, Tube Feeding, Surface Suctioning, Tracheotomies, Administration of Emergency Injectable Medication and/or Blood Glucose Monitoring. Education Support Professionals shall receive an incentive in the amount of \$200

annually for being assigned as a back up to the employee primarily assigned to perform medical procedures.

3. **Monitoring Special Needs Student on Bus Incentive:** Education Support Professionals assigned to monitor a special needs student while riding a bus shall receive \$10.00 per ride per day (an employee will receive \$10.00 for the morning trip to school and another \$10.00 for the evening trip from school to student's home). The annual amount of this incentive shall be \$3,600. Education Support Professionals shall also receive reimbursement for mileage in accordance with School Board policy.
4. **Behaviorally Complex Students Incentive:** Education Support Professionals assigned to monitor behaviorally complex students in Emotional Behavioral Disability (E/BD) Cluster classrooms, shall receive a supplement in the amount of \$1,500 annually.
5. Eligible Education Support Professionals shall receive only one (1) of the following incentives:
 - Special Education Centers Incentive
 - Medical Procedures Incentive
 - Behaviorally Complex Students Incentive
6. Eligible Education Support Professionals who receive a supplement incentive for monitoring a special needs student while riding a bus may also receive one (1) of the following additional supplements:
 - Special Education Centers Incentive
 - Medical Procedures Incentive
 - Behaviorally Complex Students Incentive
7. Education Support Professionals paid as Job Coaches or other positions at a higher salary range than a Teacher Assistant or Classroom Assistant shall not be eligible for the Medical Procedures Incentive or the Behaviorally Complex Students Incentive.
8. Education Support Professional employees performing the same supplemental duties as teachers shall receive the same compensation for the respective supplemental position contained in the supplemental pay schedule of the Broward Teachers Union bargaining agreement. Employees performing supplemental duties that are less responsible in nature than the full duties of the supplemental position shall receive a non-specific supplement.

9. **Advanced Degree Incentive:** Employees who possess an advanced degree (bachelor level or higher) which is not contained as a requirement in their job description shall be eligible to receive an annual supplement of:

Bachelor's Degree	=	\$425.00
Master's Degree or higher	=	\$625.00

R. **Referendum Funds:** No less than 2.5% of funds collected from the August 29, 2018 Referendum on a Question Regarding a Levy of Ad-Valorem Taxes for Essential Operating Expenses ("Referendum Funds") in the Fiscal Year beginning on July 1, 2019, shall be designated for and distributed to eligible district employees in the BTU Education Support Professionals bargaining unit. Such Referendum Funds shall be distributed as Referendum Supplements as described below:

For the 2019-2020 school year, eligible employees of the BTU Education Support Professionals bargaining unit whose effective start date is on or before June 30, 2019, will receive a Referendum Supplements equal to 3.5% of base salary.

Said Referendum Supplements shall be paid in equal installments per pay period of the Employee. Employees who separate from employment before the end of the next fiscal year shall receive a pro rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the Employee.

The parties intend that these Referendum Supplements will be pensionable. No less than 2.5% of Referendum Funds shall continue to be appropriated to eligible employees in the BTU Education Support Professionals bargaining unit, accounting for increases or decreases for the Certified School Taxable Value, and their distribution shall be negotiated annually by the parties until the referendum sunsets or is extended via Board approval and community vote.

S. **For the 2020-2021, 2021-2022, and 2022-2023 school years:** No less than 2.5% Referendum Funds collected each Fiscal Year shall be designated for and distributed to eligible employees in the BTU Education Support Professionals bargaining unit. Such Referendum Funds shall be distributed as referendum supplements as negotiated by the parties.

Said referendum supplements shall be paid in equal installments per pay period of the Employee. Employees who separate from employment

before the end of these fiscal years shall receive a pro rata portion of the referendum supplements commensurate with the portion of the year actually worked by the Employee.

The parties intend that these referendum supplements will be pensionable. No less than 2.5% Referendum Funds collected shall continue to be appropriated to eligible employees in the BTU Education Support Professionals bargaining unit, accounting for increases or decreases for the Certified School Taxable Value, and their distribution shall be negotiated annually by the parties until the referendum sunsets or is extended via Board approval and community vote.

It is understood by the parties that only the issue of distribution shall be open in subsequent negotiations, not the amount of Referendum Funds appropriated.