

**2011-2012 BTU/SBBC EP TENTATIVE AGREEMENTS**

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**ARTICLE ONE**  
**PREAMBLE**

- C. The Board and the BTU through this agreement seek to promote a professional working environment for all employees. Every attempt will be made to ensure that our teachers are the finest in the nation.

**ARTICLE THREE**  
**DEFINITIONS**

- I. **Memorandum of Understanding (MOU):** When situations arise to attend or modify contract language concerning terms and conditions of employment, the BTU has a right to enter into any Memorandum of Understanding (MOU).

**ARTICLE FIVE**  
**CONDITIONS OF EMPLOYMENT**

- C. **Teaching Stations:** The Board further agrees to provide adequate teaching stations for all special service and special subject teachers, including, but not limited to, speech therapists, art teachers, music teachers, homebound teachers, reading teachers and counselors. Private office space will be provided psychologists and visiting teachers within the limits of available space. ~~Adequate dictating machines shall be available for psychologists.~~
- E. **Length of Workday:** The employees' workday shall be seven and one-half (7½) consecutive hours, including the lunch period. Those teachers who teach 360 minutes shall have a workday of no longer than eight and one-half (8½) hours. If a four (4) day work week is implemented during the summer months, this schedule may be compressed into that period. Said compression shall not result in the reduction of salary or benefits.

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

- L. **Back to School Night:** All bargaining unit members may be required annually to attend one (1) back-to-school night. With sufficient reasons, an employee may be released from attendance of this activity with prior approval of the principal. Such employee shall participate in a similar type activity within the school year as mutually agreed upon by the employee and the principal.

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

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

**ARTICLE SEVEN**  
**HEALTH AND SAFETY**

- J. **Tools for Schools Program:** The district shall implement the Tools for Schools Program and comply with all components of the program in at least 20 additional schools each year until all schools have implemented and comply with said components of the program. ~~starting with the 2005-2006 school year.~~ Both parties agree to educate employees, BTU stewards and school administrators on the methodologies and need to fully participate in completing surveys in order for the program to succeed. BTU will release a steward at each of the selected schools to participate in training.

**ARTICLE ELEVEN**  
**STUDENT DISCIPLINE**

- E. **Classroom Discipline:** An employee may impose customary classroom discipline (except corporal punishment) where necessary in cases of minor infractions and may use such force as is necessary in protection from attack or to prevent injury to himself/herself or another person. The use of reasonable force necessary to isolate the disruptive student from the classroom shall not constitute corporal punishment as defined in accordance

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with Section C above, and shall not be used as a basis for the suspension of an employee nor for holding an employee liable for such an act unless the force used is degrading or unduly severe as to its nature. The Administration shall, within five (5) days, accurately code student discipline actions in the Discipline Management System.

- ~~Q. The Contract Administration Committee shall discuss strategies to improve student discipline and employee safety in county schools and may make recommendations to the Superintendent and the President of BTU for appropriate action.~~
- Q. **Child Protected Services:** Any person who knows, or who has reasonable cause to suspect child abuse, shall report it to the Child Protective Services. Relaying the information to an administrator does not relieve a mandatory reporter from making contact with Child Protective Services (FSS39.2011).

**ARTICLE FIFTEEN**  
**ACCOUNTABILITY**

- A. School-site accountability is an ongoing process through which professionals working as a teacher have the opportunity for authentic participation in the school and greater responsibility for its process. Those most closely affected by decisions ought to be involved significantly in making those decisions on all issues. ~~This is the spirit of Florida's Blueprint 2000/Accountability.~~
- J. **National Board for Professional Teaching Standards**  
The Board shall offer professional incentives/assistance to employees working toward and/or attaining national certification including:
7. ~~New teachers entering Broward County in 2004-2005 school year with NBPTS certification shall be awarded a one (1) time payment signing bonus of one thousand dollars and zero cents (\$1,000.00) after verification by the district of their certification by January 15, 2005 retroactive to the beginning of the 2004-2005 school years.~~

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

**A. UNION REPRESENTATION:**

- 1. Written Notification of Reasons for Conference:** An employee shall be given ~~two (2)~~ three (3) days notice of a scheduled conference with the principal or any other supervising administrator (designee) for the purpose of taking disciplinary action and a written statement of the reason(s) for the conference except in cases deemed to be an emergency. For example, if the principal schedules the conference for a Wednesday, the employee must be notified on a Monday.

**B. EMPLOYEE RIGHTS:**

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

**ARTICLE NINETEEN  
PROFESSIONAL COMPENSATION**

- B. Military Service:** Full credit (~~up to four (4) years~~) will be allowed for military service if under contract at the time of induction. Any employee previously granted ~~more than four (4) years~~ of credit for each service shall continue to receive such credit as previously granted if under contract at the time of induction. ~~Up to an additional four (4) years of credit may be granted provided such additional years of service is related to educational responsibilities.~~
- 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. ~~received by the Division of Human Resources not later than November 1<sup>st</sup>, first semester and not later than April 1<sup>st</sup>, second semester. Salary adjustments to the verified higher rate will not be made if received after such dates. If the~~

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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.

### ARTICLE TWENTY-THREE LEAVES

#### C. Sabbatical Leave

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

- b. The funding for the Grants shall be \$1,514,248 annually, except that such funding shall be suspended for the 2011-2012 year. All unspent funds shall be carried over to the following fiscal year. Up to \$42,500 shall be deducted from the TDIF fund to pay for up to one-half the administrative costs associated with this program. It is the intent of the parties to notify applicants of the disposition of their grant applications within 65 days after the close of the application period. This program shall be administered by the Division of Human Resources.
  
- e. Teachers with a minimum of five (5) consecutive years of satisfactory service for the SBBC may apply for workshop and conference reimbursement to a maximum of \$1,000 per teacher. The WCCI applications will be divided into three (3) groups. Group A will consist of teachers with 5-13 years of continuous experience in the teachers' bargaining unit. Group B will consist of teachers with 14-21 years of continuous experience in the teachers' bargaining unit. Group C will consist of teachers with 22 or more years of continuous experience in the teachers' bargaining unit. The available funds for WCCI-TDIF applications will be allocated according to the following – Group A will receive 25% of the available funds, Group B will receive 35% of available funds and Group C will receive 40% of available funds.

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

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

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

**Teaching Position While On Leave:** An employee may be employed in a teaching position outside of the district while on leave. ~~If there are unusual circumstances to warrant the job as determined by the Superintendent. Such approval must be obtained in writing prior to taking the leave. Examples of unusual circumstances would be moving to another state to take care of a sick family member or a spouse transferred to another area by his/her company. The Superintendent can require the affected employee to provide documentation verifying the unusual circumstances.~~

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

**ARTICLE TWENTY-SIX  
REDUCTION IN PERSONNEL**

**D. Recall:**

5. An employee who has been laid off shall maintain recall rights for ~~twelve (12)~~ twenty-four (24) months from the date of layoff or until he/she refuses a recall opportunity, fails to respond to a recall letter, submits a resignation, or accepts employment in another school district, whichever is less.

**ARTICLE TWENTY-NINE  
UNION RIGHTS**

- D. Conduct Business:** Duly authorized representatives of the BTU and its respective affiliates may, with the approval of the principal, be permitted to transact official union business on school property at all reasonable times, provided that this shall not interfere with or disrupt normal school operations. Approval will not be unreasonably withheld.

Stewards will be provided release time to carry out their duties as union representatives on six (6) days in the school year as selected by the BTU prior to the start of the school year and excluding any days during the first/last week of school or before/after a holiday. BTU shall appoint one steward at each worksite who shall be released for the entire workday for the purpose of attending union meetings, training activities, joint labor/management activities, or for addressing union responsibilities at the worksite as determined by the BTU. On one (1) of these six (6) days in the school year on a mutually agreed date, the parties agree to schedule collaborative training on labor/management issues for stewards and administrators.

~~For the 2007-2008 school year only, one steward at each school appointed by BTU shall be released for one (1) additional day for a total of seven (7) days to attend collaborative training for stewards and administrators focusing on providing leadership to improve teaching and learning. The training shall be developed by a joint committee appointed by the Contract Administration Committee. This additional release day of training may be continued in future years by mutual agreement of the parties.~~

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**ARTICLE THIRTY-THREE**  
**ESOL**

- A. All new teachers will be informed in writing of the State ESOL requirements and each teacher will comply with them.
- B. **Notification:** At the time an ESOL student is placed in the classroom of a teacher who has not previously been assigned an ESOL student, the teacher shall be informed in writing of the State ESOL requirements. A student's ESOL status will be noted in virtual counselor. The District will hold quarterly ESOL orientation programs either electronically or on an independent study basis.
- C. **Summer Inservice:** The district will offer a final ESOL inservice opportunity during the summer for those teachers whose time frame for obtaining the ESOL endorsement expires between the end of the one (1) school year and the beginning of the next. The teacher will earn inservice points and all costs shall be incurred by the District.
- D. **Planning Days:** ESOL training classes will be offered ~~during six (6) teacher planning days per year~~ on an ongoing basis during the school year either electronically or on an independent study basis.

~~**Temporary Duty Authorization:** Category I teachers who are in their second year of their initial ESOL requirement will be provided with temporary duty authorization to attend an ESOL class offered during the six (6) planning days, if necessary, on a first come first-serve basis.~~

- ~~E. The parties agree to request a legal opinion from the State Department of Education on whether or not video tapes can be used in lieu of workshop training under the META agreement. The District will produce a series of tapes for self instruction to allow affected teachers to earn the ESOL endorsement.~~

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

**D. Formal Grievance**  
STEP II

If the grievance or BTU is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified

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time limit, the grievance shall be submitted to the Superintendent within ~~five (5)~~ ten (10) working days of the disposition, or expiration of the time limit. Within twelve (12) working days of receipt of the grievance, the Superintendent shall meet with the grievant and/or the BTU and shall indicate the disposition of the grievance in writing to the grievant and/or BTU within five (5) days of such a meeting.

### ~~STEP III (ALTERNATE)~~

~~A grievance arising from the provisions of Article Ten shall be subject to the grievance procedure in this Article, except that Step III shall be as follows: If the grievant and/or the BTU is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the specified time limit, the grievance may be submitted to the Board by the BTU by filing a copy of the grievance with the Board Chairperson within fifteen (15) working days of the date of the disposition at Step II, or the expiration of the time limit. The Board Chairperson shall schedule a meeting on the grievance to be held within ten (10) working days of the date the grievance is received. The Board shall indicate its disposition of the grievance in writing to the BTU through the Board Chairperson within five (5) working days of the meeting. The disposition of the Board shall be final and binding and shall not be subject to court or administrative review.~~

- M. **Expedited Arbitration:** On a case-by-case basis, the parties may mutually agree to utilize an expedited arbitration procedure. ~~For the 1998-99 school, the parties agree that up to four (4) arbitrations may be expedited if requested by the Superintendent or of the BTU. The specific procedures covering all aspects of the expedited arbitration hearing must be mutually agreed to by the parties prior to the scheduling of the hearing. The four (4) expedited arbitrations mentioned above will not be utilized for class action grievances unless mutually agreed upon by the Superintendent and the BTU and will be limited to those grievances whose remedy would not cost the district more than five thousand dollars (\$5,000) per case. The parties shall select the arbitrator through lists furnished by American Arbitration Association and the hearing shall be conducted under their rules and regulations for expedited arbitration.~~

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**ARTICLE THIRTY-SIX**  
**TERM OF AGREEMENT**

- A. This agreement shall be effective as of August 16, ~~2004~~ 2011 and shall remain in effect through August 15, ~~2009~~ 2014.

For the ~~eighth year (2008-2009) of this contract~~ 2011-2012 school year, either party is entitled to reopen the contract for the purpose of negotiating those articles needed to implement the recommendation of committees to comply with legislative mandates. The language contained in paragraph 7 of the Oversight Committee Memorandum of Understanding between the parties is incorporated by reference. For the 2012-2013 and 2013-2014 school years, either party is entitled to reopen the contract for the purpose of negotiating salaries and insurance, except for health insurance provisions contained in Article 22, Section B(1)(a) through B(1)(f) and Section B(2). Additionally, for the eighth year of the contract those two years, each party may select two (2) articles each to negotiate plus issues unresolved by the committees to comply with legislative mandates and/or Contract Administration Committee. Negotiations to resolve said articles may commence any time after May 1<sup>st</sup> of each year.

- B. **Commencement of Negotiations:** No later than May 1, ~~2008~~ 2014, either party may require, by written notice to the other, the commencement of negotiations for a successor agreement.

**APPENDIX C**

**TRANSFERS**

**~~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, Social Workers, Visiting Teacher, and other such employees who are assigned to an area (i.e. North, South, etc.), a transfer is defined as a change in the area.~~

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

- ~~2. A transfer for an employee who is assigned to work in a program or activity which regularly or occasionally requires performing work at more than one school, center, off-campus facility or other location (e.g. store front schools or detention facilities) shall be deemed to occur only when the employee is moved to a program or activity which is under the supervision of a different principal or administrator.~~
- ~~3. The parties agree that prior to the effective date of any mergers, expansion or consolidation of programs or activities which require changes in employee work locations, the School Board will give written notice to the BTU. Upon request of the BTU, the BTU president and the Superintendent, or their respective designee, will meet and confer regarding the movement of the employee.~~
- ~~4. Employees who desire a transfer shall file a written statement with their principal of such desire on such form as set forth in annexed Appendix C, one copy of which shall be filed with the principal by the employee, one (1) copy filed with the Division of Human Resources and one (1) copy to be retained by the employee.~~

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5. ~~**Posting of Vacancies:** Except in instances when voluntary transfers are approved by the Superintendent, the Superintendent shall post in all school offices and faculty rooms, all vacancies, including the anticipated vacancy list upon publication the subject area or grade level of the vacancy, the date the vacancy will occur, the qualifications required and the school in which the vacancy exists. A vacancy shall be deemed to have occurred when a full time employee is sought to fill a full time position. Such posting shall be made at least seven (7) working days before the vacancy is to be permanently filled.~~

### C. ~~**Voluntary Transfers:**~~

1. ~~Transfer applications shall be provided by the District and may be submitted any time after January 1st for the following school year. Such applications shall remain active until the following December 31st. Any employee who has received an end of the year overall evaluation of less than satisfactory for the current and/or previous school year is not eligible for transfer. Also, any teacher who is under a Performance Development Plan is ineligible for transfer.~~

~~Applicants may request and specifically list six (6) schools to which they are interested in transferring.~~

2. ~~The staff of the Division of Human Resources shall forward all such requests to the work locations requested by the applicant.~~

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

~~a. travels 20 miles or more one way, by the most direct route within Broward County limits to the assigned work location; or~~

~~b. has a serious medical and/or personal problem which can be substantiated by a Board selected physician or acceptable written explanation as determined by the Superintendent. Employees meeting the criterion in this section, may apply for a medical/personal problem transfer mid-year.~~

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- e. ~~An employee who meets the "hardship" definition will be guaranteed an interview for a Board determined vacancy at one (1) of the ten (10) schools the employee selects.~~
4. ~~**Transfer Window:** Except for hardship transfers, 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. However, no transfer will be allowed after the close of work on the day before school starts for students each year. Factors to be considered by the principal include, but are not limited to:~~
- a. ~~required certification/qualifications for the position.~~
  - b. ~~sending and receiving school's faculty racial ratio.~~
  - c. ~~mutual agreement of employee and the affected administrators.~~
  - d. ~~seniority of the affected employee.~~
5. ~~**Guaranteed Transfers:** Voluntary transfer applicants shall be granted a transfer if a vacancy exists for the following school year in one of ten (10) schools the employee selects based on the following conditions listed below. However, no transfer will be allowed after the close of work on the day before school starts for students each year.~~
- a. ~~Transfer applicant holds the required certification/qualifications for the position.~~
  - b. ~~The affected teacher must have completed not less than fifteen (15) consecutive years in /her current school.~~
  - c. ~~Not more than ten (10) percent (rounded up to the nearest whole number) of the bargaining unit members at a school will be eligible for a transfer under this section. The ten (10) percent shall be determined by the longest number of years of bargaining unit service at their current school. In case of a tie, Article Three, Section E, 3, c d shall be utilized.~~
  - d. ~~If more than one eligible teacher requests the same vacancy and they are certified for said position, it shall~~

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

~~e. No school in the District shall be required to accept more than the following number of teachers under the provisions of this section number 5:~~

<del>ESE, elementary</del>	<del>_____</del>	<del>=1</del>
<del>Middle</del>	<del>_____</del>	<del>=2</del>
<del>Vocational Centers and High Schools</del>	<del>_____</del>	<del>=3</del>

~~f. The Superintendent can reject a transfer under unusual conditions as determined by the Superintendent such as the need for diverse staff, ESOL requirements and those supplements listed in Article 25, D, 5.~~

~~g. Transfers under this section shall be processed before voluntary transfers requested under section 4 above.~~

~~h. All transfers under this section shall stop on the close of work on the day before school starts for students each year.~~

~~6. **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.~~

~~7. 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.~~

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

**2009-2010 ~~2011-2012~~ SCHOOL YEAR, Effective the first day of each  
employee's ~~2009-2010~~ 2011-2012 work calendar.**

<b>Step</b>	<b>Salary</b>	<b>Salary &amp; Cafe</b>
1	\$39,000	\$39,300
2	\$39,180	\$39,480
*4	*\$39,475	*\$39,775
4	\$39,475	\$39,775
5	\$39,775	\$40,075
6	\$40,075	\$40,375
7	\$40,375	\$40,675
8	\$40,714	\$41,014
10	\$41,110	\$41,410
11	\$42,150	\$42,450
12	\$42,881	\$43,181
13	\$43,440	\$43,740
**15	**\$44,859	**\$45,159
15	\$44,859	\$45,159
16	\$45,820	\$46,120
17	\$46,940	\$47,240
18	\$48,081	\$48,381
19	\$49,877	\$50,177
20	\$53,377	\$53,677
21	\$62,677	\$62,977
22	\$71,250	\$71,550

\*Elimination of step 3 and acceleration to Step 4.

\*\*Elimination of step 14 and acceleration to Step 15.

1. During the seventh year of the contract, employees who worked one (1) day more than half of their assigned work calendar in a school year shall advance one (1) step on the salary schedule, the first day of each employee's subsequent work calendar. For the 2011-2012 school year, the District shall pay a \$500 one-time bonus payment to current employees at the time of distribution.
  
2. The parties acknowledge that for the 2009-2010, 2010-2011 and 2011-2012 fiscal years, there have been no step increases provided to employees. As a result, the years of teaching experience are no longer equivalent to the step placement of current employees. The parties agree that newly hired bargaining unit members shall

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receive the same credit for all experience that is provided under this agreement to current employees as of the effective date of this contract for the 2011-2012 and subsequent fiscal years.

Newly hired bargaining unit members shall receive credit for all verified teaching experience with the following placement on the salary schedule:

<u>2009-2010</u>		<u>2011-2012</u>	
<u>Years of Experience</u>	<u>Step</u>	<u>Years of Experience</u>	<u>Step</u>
0	1	0-3	1
1	2	4	2
2	4		*
3	4	5	4
4	5	6	4
5	6	7	5
6	7	8	6
7	8	9	7
8	10	10	8
9	10		*
10	11	11	10
11	12	12	10
12	13	13	11
13	15	14	12
14	15	15	13
15	16		*
16	17	16	15
17	18	17	15
18	19	18	16
19	20	19	17
20	21	20	18
21 or over	22	21	19
		22	20
		23	21
		24+	22

\*Employees were accelerated through step in years prior to 2011-2012.

3. Salaries contained in the schedule for ~~2008-2009~~ 2011-2012 shall become effective on the first day of each employees ~~2008-2009~~ 2011-2012 work calendar.
4. The parties agree that employees shall not advance a step on the Salary Schedule unless the Collective Bargaining Agreement specifically calls for a step increase for the specific school year in

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question. If there is no Collective Bargaining Agreement in effect at the start of a school year, then step increases shall not be granted unless the subsequent contract specifically requires one. ~~The parties agree that in 2008-2009, qualified employees shall advance a step on the 2007-2008 salary schedule effective at the beginning of their school year regardless of whether or not a Collective Bargaining Agreement is in effect.~~ Any employee who receives an unsatisfactory rating(s) on his/her annual evaluation shall become eligible for and shall receive payment for a negotiated step advancement retroactive to the date of salary schedule improvements after he/she has satisfactorily fulfills the terms of the professional development plan resulting from the unsatisfactory rating(s) and has been rated satisfactory. Until that occurs, the employee's salary shall remain frozen at the rate of pay for the previous year.

**~~APPENDIX G  
RETIREMENT TASK FORCE COMMITTEE~~**

~~Upon ratification, both parties agree to establish a special Retirement Task Force Committee for the 2001-2002 school year.~~

~~The President of the BTU (designee) and the Superintendent (designee) shall serve as co chairpersons.~~

~~The President of the BTU (designee) and the Superintendent (designee) shall each select five people to serve on this committee.~~

~~The purpose of the committee is to address issues related to establishing a Early Retirement Program.~~

~~Committee discussions will be concluded as soon as possible and recommendations shall be considered.~~

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**APPENDIX K**

**AGREEMENT**  
**~~BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY~~**  
**~~AND THE BROWARD TEACHERS UNION~~**

~~The parties agree to form a committee to investigate, design and develop a plan that would provide a variety of options for an Employee Fringe Benefit Flexible Spending Package.~~

~~Committee recommendations should be submitted to the Superintendent of Schools and the Broward Teachers Union President no later than March 1, 2003.~~

**APPENDIX L**

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

~~The above cited parties have concluded a series of meetings to establish a career ladder program mandated by Florida Statute. Specifically, the provision shall be in place until they are changed by mutual agreement between the parties or the statutory mandate is repealed.~~

- ~~1. The Broward Teachers Career Ladder (TCL) program shall be in effect upon approval by the Florida Department of Education for the 2003-2004 school year or for the 2004-2005 school year if approval of a pilot program for 2003-2004 is not granted. The parties agree to the structure, provisions and levels of the TCL as stated herein. It is understood and agreed that such implementation shall be contingent upon the State providing full funding for said implementation as well as for a continuation of this plan in the future.~~
- ~~2. These provisions are intended to comply with the statutory requirements of the BEST Career Ladder program. Any provision that is not in compliance with the statutes or regulations governing this program shall be invalid, and the parties agree to reopen negotiations to modify this agreement to bring it into compliance.~~
- ~~3. The Broward TCL shall consist of four sequential career advancement levels for classroom teachers: Associate, Professional,~~

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~~Lead and Mentor. Classroom teachers shall be placed on an appropriate level according to the following criteria:~~

### ~~Associate Teacher~~

- ~~➤ Must have applied for or hold a temporary certificate; or~~
- ~~➤ Any teacher whose most recent evaluation rating is unsatisfactory.~~

### ~~Professional Teacher~~

- ~~8. Must possess or be eligible for appropriate State of Florida or Broward professional certification~~

### ~~Lead Teacher~~

- ~~➤ Must possess or be eligible for appropriate State of Florida or Broward professional certification~~
- ~~➤ Must have been a "Professional Teacher" for at least one year~~
- ~~➤ Must have a current satisfactory evaluation~~
- ~~➤ Must demonstrate outstanding performance (defined as NBC or BCRP)~~

### ~~Mentor Teacher~~

- ~~➤ Must possess or be eligible for appropriate State of Florida or Broward professional certification~~
- ~~➤ Must have been a Lead Teacher for at least two years~~
- ~~➤ Must have had a satisfactory evaluation for the previous three years~~
- ~~➤ Must demonstrate outstanding performance (defined as NBC or BCRP)~~

- ~~4. Initial Placement: Teachers employed in Broward County at the time of the initial implementation of the TCL shall be placed on the appropriate level without regard to the number of years required as a "Professional Teacher" or "Lead Teacher". Teachers who transfer from outside of the district may use past experience and documentation from his/her referenced school district to meet the requirements for a TCL position.~~
- ~~5. The initial orientation to the program will clearly communicate the qualifications, roles and responsibilities of each level. Teachers will be automatically placed on the Associate and Professional teacher levels. Teachers who qualify for Lead and Mentor levels must apply for the position. Teachers who apply for these leadership positions will need to provide evidence such as NBC/BCRP certification and performance on the IPAS. There will~~

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- be an appeal process for teachers that feel that they are misplaced within the Career Ladder.
6. ~~Vacant Lead and Mentor teacher positions in schools will be posted along with other teacher vacancies. During the first year of implementation of the program, each school shall be eligible to have at least one Lead and one Mentor teacher and be eligible to have Lead and Mentor teacher positions for all qualified applicants. Thereafter, each school shall have no more than one (1) Lead teacher for every seven (7) Associate/Professional teachers (1:7) and one (1) Mentor teacher for every three (3) Lead teachers (1:3). Teachers who are identified as Lead or Mentors during the 2003-2004 school year shall be allowed to remain in those position in subsequent school years. Thereafter, the aforesated caps shall apply. School principals will interview and select applicants from among those who meet the qualifications for the position.~~
  7. ~~The district shall develop job descriptions that provide for extended workdays for Lead and Mentor teachers. Lead teachers shall work an additional half (.5) hour per day, and Mentor teachers shall work an additional one (1) hour per day. Time beyond the normal workday shall be used for Lead teacher: duties associated with holding required two or more leadership positions at the school site, serving as a faculty for professional development activities, and participating in direct instruction of students. Mentor teacher: serving as a regular mentor, attend Peer Review training, serving as faculty based professional development coordinator, sharing expertise with other teachers, and participating on a regular basis in the direct instruction of low performing students. Teachers may use their preparation/conference time to perform the activities of Lead and Mentor teachers.~~
  8. ~~Compensation: The parties agree to the attached salary schedules for each level of the Career Ladder. Salary schedules for 2003-2004 and future years shall apply to Associate and Professional teachers. Associate teachers shall be placed on the appropriate salary schedule based on verified experience. Once an individual who moved to the Associate level due to an unsatisfactory evaluation advances to the Professional Teacher level, reimbursement for steps missed on the Professional level will be provided. The salary schedule for Professional teachers shall be developed for 2003-2004 and future years based on an increase of \$200 per year at each step of the Associate schedule. Salary schedules for Lead teachers shall be developed for 2003-2004 and future years based on an increase of \$12,500 per year at each step~~

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~~of the Associate schedule. Salary schedules for Mentor teachers shall be developed for those years based on an increase of \$20,000 per year at each step of the Associate schedule. Lead and Mentor teachers will be placed on the appropriate salary schedule based on verified experience, and the remuneration provided in those two salary schedules is inclusive of leadership supplements, wages for additional time/responsibilities, and district incentive for NBC and BCRP. Salaries for Professional, Lead and Mentor teachers shall be paid retroactively to the 99<sup>th</sup> day of the employee's work year.~~

- ~~9. Funding: It is understood and agreed that the term "Full Funding" shall mean that the State provides at least \$250/FTE student in the district as money categorically earmarked for the career ladder program over and above all other funding for school operations. Therefore, it is agreed that if the State fails to provide "Full Funding", the program shall not be implemented as specific herein. Plans shall be modified, abandoned or held in abeyance until such time as the parties agree that the State is meeting its obligation to fully fund the mandated program.~~

~~The parties agree that TCL funding may be adjusted according to the level of annual funding provided by the State of Florida for both the pilot program as well as in future years. Should the State of Florida fail to provide full funding to support the TCL at its anticipated level, the parties may adjust compensation on both the Lead and Mentor salary schedules and/or reduce the number of Lead and Mentor teachers. Should the number of positions be reduced or eliminated, the district shall follow the procedures in the Collective Bargaining Agreement for involuntary transfers.~~

- ~~10. An Associate or Professional teacher who demonstrates outstanding performance based on NBC or BCRP shall receive the applicable supplements in accordance with contract provisions. Lead and Mentor teachers shall have the supplements for NBC or BCRP incorporated into their applicable salary schedule.~~
- ~~11. Lead teachers and Mentor teachers shall be offered professional development that directly relates to the duties and responsibilities that they are expected to perform according to their job descriptions.~~

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**APPENDIX L**  
**MEMORANDUM OF AGREEMENT**

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

**~~APPENDIX N~~**

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

**~~BACK TO SCHOOL NIGHT (PILOT PROGRAM)~~**

~~The School Board of Broward County (SBBC) and the Broward Teachers Union (BTU) mutually agree to the following terms regarding a Pilot Program for a second Back to School Night event:~~

- ~~1. For the 2007-2008 school year only, high schools on a 4x4 block schedule may plan a second back to school night.~~
- ~~2. Employees who volunteer to attend shall be compensated for three (3) hours at their hourly rate.~~
- ~~3. The issue of block scheduling shall be referred to the High School Reform Committee for study and recommendations to the Contract Administration Committee (CAC).~~

~~The continuation of this pilot program beyond the 2007-2008 school year is contingent upon mutual agreement by both parties.~~

**~~APPENDIX P~~**  
**~~RETIREMENT ASSISTANCE PROGRAM (RAP)~~**

~~For the 2008-2009 school year only, the parties agree to offer this Retirement Assistance Program (RAP). This program will sunset on June 30, 2009. The parties may extend this program by mutual agreement only.~~

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~~The parties agree to offer this Retirement Assistance Program (RAP) to employees who meet the following eligibility requirements:~~

~~A. Eligibility Requirements:~~

- ~~1. Full time bargaining unit members who are at least age 55 and on Step 20 or higher on the teachers' salary schedule in the FRS and who have at least ten (10) years of service in the District.~~

~~OR~~

~~Full time bargaining unit members who are at least age 55 and on Step 20 or above in the TRS and who have at least ten (10) years of service in the District.~~

- ~~2. The employee must sign an irrevocable retirement form by October 15, 2008.~~
- ~~3. The employee must retire at the conclusion of the 2008-2009 school year.~~
- ~~4. RAP is not available to re-employed Broward School Board retirees or employees in DROP.~~
- ~~5. An employee participating in this program will not be rehired by the District in a permanent position until the individual's RAP program is completed.~~

~~B. Description of Benefits:~~

~~1. Enhanced Health Insurance Benefits:~~

- ~~a. Effective upon retirement, the Board will provide paid employee health insurance until the employee is Medicare eligible.~~
- ~~b. The Board will only pay for a Board offered HMO or Consumer Driven Plan premium. Employees selecting other Board sponsored health plans will pay the additional cost above the most expensive HMO or Consumer Driven plans. Said excess cost shall be directly paid to the School Board.~~
- ~~c. This health insurance benefit is in addition to the State health insurance subsidy for which eligible retirees are required to apply directly to the State's Division of Retirement.~~

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d. ~~Payment will be made to the Board approved carriers on the retiree's behalf, until the employee becomes Medicare eligible.~~

e. ~~Should the retiree elect not to continue with one of the Board's health plans, he/she will not be eligible to re-enroll in subsequent years nor will they be eligible for payment of insurance benefits.~~

2. ~~Term Life Insurance:~~

~~The Board shall provide group term life insurance of \$50,000. This benefit will be in effect for the same time period as the health insurance benefit described in B, 1 above.~~

3. ~~Salary Adjustment:~~

~~The Board shall increase the salary by \$10,000 of each employee who participates in the program and retirees at the end of the 2008-2009 school year. Said salary increase shall be included in the employee's salary as equal amount payments and retroactive to the start of the 2008-2009 school year. Payments shall commence with the next feasible payroll cycle following October 15, 2008. Payments shall be subject to FICA and withholding taxes.~~

C. ~~Communication:~~

~~The parties agree to develop a comprehensive communication program for the potential participants.~~

D. ~~Participation:~~

~~The RAP program will be implemented only in the event that 150 employees enroll. Should target numbers not be met or exceeded, the providing parties will convene to resolve any outstanding implementation issues. In the event that RAP is not implemented, any submitted irrevocable retirement form mentioned in Section A, 2 shall be null and void. Additionally, the parties agree to meet and arrive at a final decision regarding the issues related to the non-implementation.~~

**APPENDIX M**  
**SECLUSION AND RESTRAINT OF CHILDREN WITH DISABILITIES**

**1. Prohibited Actions**

School personnel are not allowed to use mechanical restraint or manual physical restraint that restricts a student's breathing. School personnel are not allowed to close, lock or physically block a student in a room that is unlit and does not meet the requirements for seclusion time-out rooms provided in State Fire Marshal rule 69A-58.0084, F.A.C. Teachers will refrain from all prohibited actions contained in State Board Rules and Florida Administrative Code.

**2. Documentation and Incident Reporting**

Documentation of Incidents in which manual physical restraint or seclusion is used with a student with a disability must occur and a timely report made to the parent or guardian.

**3. Teacher Responsibility**

Classroom teachers are responsible for providing incident information to the designee responsible for reporting whenever the use of seclusion and restraint occurs that must be documented and reported under Florida Statute. There shall be no additional paperwork requirements associated with such reports other than those already required for incident reporting without the presentation of such procedures to the Paperwork Reduction Committee.

**4. District Responsibility**

The District is responsible to inform teachers of students with disabilities of:

- a. The requirements of law regarding the seclusion and restraint of student with disabilities.
- b. The prohibited methods of restraining or secluding a student with disabilities.
- c. The types of restraint and seclusion that may be appropriate to use.
- d. The requirements for documentation that must be included in an incident report involving restraint or seclusion of a student with a disability.
- e. The district procedures for parent notification, incident reporting, data collection and monitoring of the use of restraint or seclusion of students with a disability.

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5. Except for engaging in prohibited actions, teachers shall not be held responsible for violations of the laws and regulations pertaining to the seclusion and restraint of students with disabilities until the district has formulated appropriate policies and provided necessary information to teachers regarding those policies and regulations. Teachers shall receive the appropriate training prior to being designated as special resources (Professional Crisis Management Team) for the physical restraint of students.

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

The School Board of Broward County and the Broward Teachers Union agree to the following:

1. The parties have agreed to continue to address the concerns of Article 25 Involuntary Transfer, (surplus) and Article 26 Reduction in Force, by the creation of a Subcommittee.
2. The Subcommittee shall be empowered for the purposes of developing guidelines and researching options which will provide the least amount of disruption for employees and students. The recommendations of this Subcommittee shall be presented to the Bargaining Teams no later than January 16, 2012.
3. The parties mutually agree that any recommendations regarding teacher movement, as discussed by the Subcommittees on Differentiated Accountability, the School Improvement Grant, and Race to the Top, must be reviewed for the purpose of alignment with recommendations from the Article 25/26 Subcommittee prior to submission to the Bargaining Teams for the purpose of negotiations.
4. This Subcommittee will be comprised of six (6) members, three appointed by each party.

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School Board of Broward County, FL

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Broward Teachers Union

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Date

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Date

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

The Broward Teachers Union and The School Board of Broward County, Florida agree to the following:

1. The parties authorize a committee composed of an equal number of representatives from each party, to research the feasibility of a Retirement Assistance Program (RAP) and proposing recommendations, if feasible, for contract modifications to implement such a program.
2. The committee shall render to the Superintendent of Schools and the BTU President its research and recommendations regarding the feasibility of a RAP program no later than January 31, 2012.
3. Through the Executive Director of Benefits and EEO, the committee may request the expertise of the district's insurance consultant in researching, evaluating, and making recommendations regarding the plan.
4. To be considered feasible, the plan must offer a benefit, not otherwise available, to employees who may not choose to retire without such benefit. The plan must also provide a substantial cost savings to the district in the subsequent year and over the anticipated life of the plan's benefits.
5. If the Superintendent and President agree on the feasibility of the plan, a proposal may be introduced in negotiations during the 2011-2012 school year.

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Broward Teachers Union

Date \_\_\_\_\_

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School Board of Broward  
County, FL

Date \_\_\_\_\_

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

The School Board of Broward County, Florida (School Board) and the Broward Teachers Union (BTU) understand and agree that recent legislation affects many aspects of the job of teachers and implementation of the legislative mandates may impact provisions of the parties Collective Bargaining Agreement. The BTU and the School Board agree to work together to address those issues necessary to comply with Florida Statutes and Florida Department of Education regulations concerning SB 736 (Student Success Act), Race to the Top, School Improvement Grant, and Differentiated Accountability in the following manner:

1. The parties mutually agree to authorize an Oversight Committee. The Oversight Committee is charged with providing direction to the committees that are charged with reviewing issues related to each of the following topics and proposing recommendation(s) for implementing modification of contract provisions required by legislative mandates:
  - Senate Bill 736 (Student Success Act)
  - The components of Race to the Top (RTTT)
  - School Improvement Grant (SIG)
  - Differentiated Accountability (DA)
  - Article 25 (Surplusing) and Article 26 (Reduction in Force)
  - Retirement Assistance Program (RAP)

The Oversight Committee shall meet regularly as agreed to by the parties. The Oversight Committee shall be responsible for setting the specific charge for each committee, providing guidance on the priorities for action, setting timelines for producing recommendations, and facilitating the accomplishment of each committee's charge.

2. The Oversight Committee shall strive to establish the committees and set the charges for each committee prior to September 15, 2011.
3. The Oversight Committee shall be composed of the Superintendent of Schools, BTU President, Associate Superintendent for Human Resources, BTU Director of Strategic Planning, and the Chief Negotiators for each party. Each party shall appoint one person to serve as co-chair of the Oversight Committee. Attendance at

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Oversight Committee meetings shall be considered a priority assignment and no substitutes shall be allowed for absent members.

4. Each committee shall be composed of an equal number of representatives from each party, including co-chairs. Either party may appoint members of the teacher bargaining unit. Either party may employ experts to provide technical assistance to the committee at that party's own expense. The co-chairs of the committees are authorized to make requests to the Oversight Committee for additional resources needed to complete the committees' charges.
5. The co-chairs of the Oversight Committee are authorized to provide committees with additional resources from within and outside the district and to provide facilitation to committees to assist them in meeting their charges. The co-chairs shall be empowered to access the Superintendent of Schools and/or the BTU President at the earliest possible convenient time if they agree that a committee is having difficulty in obtaining appropriate assistance or if compliance with the provision of this agreement needs to be enforced.
6. The recommendations of the committees will be submitted to the Superintendent and the President of the BTU no later than December 15, 2011. After the Superintendent and the President of the BTU have had an opportunity to review the recommendations, the parties will meet expeditiously to discuss the recommendations. Where the parties agree with the recommendation(s) and the committee for implementing the legislative mandates, the parties agree to incorporate the recommendation(s) into the collective bargaining agreement or as otherwise required to implement and become effective.
7. Where the parties do not agree with the recommendations of the committee or the committee fails to complete its task, the parties shall meet to identify the areas of disagreement. As to each item of disagreement, the parties reserve the right to proceed consistent with the applicable law. The declaration of impasse may include only those items that are requirements of Florida Statute. The parties agree to attempt to resolve any differences first through discussion before resorting to any legally available means.

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School Board of Broward County, FL

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Broward Teachers Union

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Date

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Date

**2011-2012 EP TENTATIVE AGREEMENTS**

**August 18, 2011**

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

The Broward Teachers Union and The School Board of Broward County, Florida, agree to the following:

1. All teachers will be required to take two (2) unpaid furlough days during the 2011-2012 school year (to be taken the Monday and Tuesday during the Thanksgiving week or on alternative days for employees on Year-Round green or burgundy calendars).
2. The parties agree to conduct a Joint Training for Principals and one (1) Steward from each school on the new evaluation process at a mutually agreeable date, time and location.
3. Due to new evaluation requirements in the Student Success Act (SB736), teachers may participate in two (2) paid days of training as a Race to the Top (RTTT) initiative by participating in training/study/activities related to the new evaluation system, developed jointly with BTU. Compensation for the aforementioned training is contingent upon submission of documentation of completion of the training/study/activities no later than May 14, 2012.

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School Board of Broward County, FL

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Broward Teachers Union

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Date

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Date