

TENTATIVE AGREEMENT
2006 AMENDMENT TO THE
2005-2008

Labor Contract

Between the
PALM BEACH COUNTY SCHOOL
DISTRICT

and the

CLASSROOM TEACHERS
ASSOCIATION



**PALM BEACH COUNTY CLASSROOM
TEACHERS ASSOCIATION**

Theo Harris

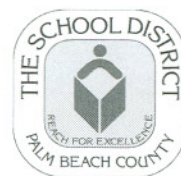
Theo Harris, President

Helene Samango

Helene Samango, Executive Director/
Chief Negotiator

Barbara Taub-Albert

Barbara Taub-Albert, Chair, Negotiations Team



**SCHOOL DISTRICT OF PALM BEACH
COUNTY**

James Hayes Jr.

James Hayes, Jr., Chief Negotiator

Van V. Ludy

Van V. Ludy, Co-Chief Negotiator



BARGAINING TEAM

James Hayes, Jr., Chief Negotiator

Van V. Ludy, Co-Chief Negotiator

Janis Andrews, West Area Superintendent

Marisol Ferrer, North Area Superintendent

Robert Hatcher, Principal, Survivors Charter School

Elizabeth Kennedy, Principal, Morikami Park Elementary School

William R. Latson, Principal, Calusa Elementary School

Jon Prince, Principal, Palm Beach Gardens High School

Constance Tuman-Rugg, Spanish River High School

Mark Stenner, Principal, Omni Middle School



BARGAINING TEAM

Theo Harris, President

Helene Samango, Executive Director/Chief Negotiator

Marvin Glover, Teacher, John F. Kennedy Middle School

Kathi Gundlach, Teacher, Central Area ESE

Patti Hatch, Teacher, Palmetto Elementary School

Ed Kopf, Teacher, Palm Beach Lakes High School

Alwynne Lamp, Guidance Counselor, Christa McAuliffe Middle School

Gilda Morgan-Williams, Teacher, Central Area ESE

Terry Shoultes, Teacher, H. L. Johnson Elementary School

**Barbara Taub-Albert, Chair and Teacher,
H. L. Johnson Elementary School**

School Board of Palm Beach County, Florida



**Monroe Benaim, M.D.
District 1**

**Paulette Burdick
District 2**

**William Graham, Vice Chairman
District 3**

**Thomas E. Lynch, Chairman
District 4**

**Mark Hansen
District 5**

**Sandra Richmond, Ed. D.
District 6**

**Debra L. Robinson, M.D.
District 7**

**Arthur C. Johnson, Ph.D.
Superintendent of Schools**

PREAMBLE

All provisions of this amendment shall be effective upon ratification by the CTA and adoption by the School Board.



ARTICLE II - RIGHTS AND RESPONSIBILITIES

Section B – Personnel Files

1. No item except standard forms of the personnel and business offices shall be placed in the employee's personnel file in the central office unless the employee receives a copy of the document. All such documents placed in the employee's file shall be identifiable as to source and a date when the document was received by the filing office. No such materials may be placed in an employee's personnel file unless they have been reduced to writing within forty-five (45) days, exclusive of the summer vacation period, of the ~~d~~District's administration becoming aware of the facts reflected in the materials. No item can be used against or to the detriment of an employee unless it is in a part of his/her personnel file.
2. An employee may, after receipt of such filed document, file a statement of reaction to that item. The employee shall provide a copy to the personnel office, and such copy shall be placed in the employee's personnel file. The Personnel Department shall acknowledge in writing receipt of such statement of reaction. Any statement of reaction shall be affixed to the original item in the employee's personnel file.
3. An employee at any reasonable time may examine his/her personnel file. An administrator or designee must be present when the file is reviewed. An employee may request and receive at ~~d~~District expense a reproduction of any item in his/her personnel file ~~which~~ that does not contain the employee's signature. An employee may request and receive at the employee's expense (in accordance with Florida State Statute, Chapter 119), a reproduction of any item in his/her personnel file ~~which~~ that contains the employee's signature.
4. The employee may request that a representative of the Association accompany him/her at any time the file is being reviewed by the employee. On written and signed authorization, the employee may permit any designated person to examine the file without the employee being present.
5. Unless an employee leaves without notice, no documents or other material may be added to an employee's personnel file after the last day of employment, except for regularly required forms and records that might be connected with termination.
6. The placement of any item in the personnel file of an employee which violates this Agreement or which is incomplete or inaccurate shall be subject to the ~~g~~Grievance ~~p~~Procedure of this Agreement, to have an attachment affixed to such item that makes the item complete and accurate, or that explains that the document is invalid. ~~removed from the personnel file. If it is decided that the item is to be removed and the item is contained on paper or other hard copy, the item will be expunged from the file, destroyed and be of no use whatsoever. If the item to be removed is electronically filed or filed on film,~~

ARTICLE II - RIGHTS AND RESPONSIBILITIES

Section B – Personnel Files (cont'd)

~~the item will be blocked from view permanently and be of no use whatsoever. In either case, the removed/blocked item will not be used to the detriment of the employee.~~

- ~~7. Upon receipt of the written request of an employee, any item or notation in an employee's personnel file which reflects adversely upon that employee and has been in said file for two (2) years, shall be removed if the employee has not repeated the action/inaction which led to the filing of the original adverse action within such two (2) year period of time. Exceptions to this provision are when the item or notation constitutes material specifically required to be maintained in the employee's personnel file by law and/or by rules and regulations of a State Agency.~~
8. 7. An employee shall be notified in writing each time someone seeks any personnel information concerning such employee which **that** is not of a routine administrative nature. The notification shall include who requested the information, what information was requested and when the request was made.



ARTICLE III - WORKING CONDITIONS

SECTION D - Employees Who Volunteer Or Who Are Assigned During Their Planning And/Or Covering Another Employee's Assignment

Effective July 1, 2006, the parties agree to modify the substitute program in all schools wherein employees receive compensation for working as a substitute during their planning periods in secondary schools and for assuming additional students in elementary schools. The terms of this modified PROGRAM are as follows:

- ~~1.~~ The modified PROGRAM will go into effect upon employee ratification and School Board approval of this Agreement.
- ~~2.~~ 1. Any employee wishing to volunteer to participate in the PROGRAM shall notify his/her Principal at anytime after the effective date of the program.
- ~~3.~~ 2. A list of volunteers will be created and maintained at each school. The list of volunteers shall be in order of seniority, i.e. length of continuous service within the bargaining unit.
- ~~4.~~ 3. In the event an employee is unable to secure a substitute from the substitute pool after following proper procedures to secure said substitute, volunteers will be asked to substitute on a rotating basis from the seniority list.
- ~~5.~~ 4. The employee shall be paid ~~ten~~ fifteen (\$~~105~~) per period and ~~twenty-five~~ seventy-five dollars (\$~~205~~) per block in secondary schools each time he/she substitutes during the term of this agreement. In elementary schools a total of ~~fifty~~ seventy-five dollars (\$~~50~~ 75) per day will be apportioned ~~equally~~ equitably between or among employees covering an absent employee's class in the event the employee is absent for a full day. In the event an elementary employee is absent for a half day, the apportioned amount will be ~~twenty-five~~ thirty-seven dollars and fifty cents (\$~~25~~ 37.50).
- ~~6.~~ 5. Upon the recommendation of a Middle School Principal and with the approval of that Middle School's Employee Building Council (EBC), a Middle School may be considered an Elementary School for purposes of this Section of the contract and a total of seventy-five dollars (\$75) per day will be apportioned equitably between or among those Middle School employees covering an absent employee's class in the event the employee is absent for a full day. In the event the Middle School employee is absent for a half day, the apportioned amount will be thirty-seven dollars and fifty cents (\$37.50).
6. Any volunteer may opt out of the seniority rotation at anytime or decline to accept a substitute offer. Opting out or declining an offer does not disqualify an employee from opting back in or remaining on the substitute rotation list.



ARTICLE III - WORKING CONDITIONS

SECTION D - Employees Who Volunteer Or Who Are Assigned During Their Planning And/Or Covering Another Employee's Assignment

7. In the event no volunteers are available to cover an absent employee's class(es), the Principal may utilize provisions of paragraph 8 below.
8. a. Secondary Schools: Employees who lose their planning time when assigned by their Principal to cover other employee's assignments when a day-to-day substitute cannot be assigned may be given compensatory time or have their planning period restored by the Principal within a two (2) week period or at the first available opportunity, in modules of not less than thirty (30) minutes.
- b. Elementary Schools **and those Middle Schools whose EBCs have approved their Principal's recommendation to be considered an Elementary School for purposes of this Section:** Employees may be assigned additional students by their Principal when an employee is absent and a day-to-day substitute teacher cannot be assigned. Employees who are assigned additional students may be given compensatory time or be granted additional planning time by the Principal within a two (2) week period or at the first available opportunity, in modules of not less than thirty (30) minutes.



ARTICLE III - WORKING CONDITIONS

SECTION P – Secondary (Middle, High, Vocational, Alternative, Special) School Scheduling

5. b. In compliance with Article III, B, 4, secondary (middle, high, vocational, alternative, special) school employees such as counselors, media specialists, occupational specialists and other non-regular classroom employees in each secondary school will develop in cooperation with their Department Chair (or Team Leader where a Department Chair is not a position in the school) a schedule which allocates planning time to such employees consistent with the amount of planning time classroom teachers are scheduled in that school on a weekly daily basis.



ARTICLE V – LEAVES

SECTION C - Unpaid Leaves: General Provisions

1. All absences of employees from duty shall be covered by leave applications which are duly authorized, a copy of which shall be provided employees upon request. Except for short-term leaves of absence, and intermittent political leave, unpaid leaves shall be timed such that the employee returns at the beginning of a new grading period. **In addition, without the approval of the District, a Charter School Leave shall be timed such that the employee returns at the beginning of a regular school year.** Except for extenuating circumstances, Sick Leave without Pay for Personal Illness or Illness/death of a Family Member, for more than ten (10) days, also shall be timed so that the employee returns at the beginning of a grading period.
2. **Except as provided otherwise herein,** An employee taking an approved unpaid leave or a leave consisting of both an unpaid portion and a paid portion, shall retain the same contractual and salary credit status as he/she had upon taking such leave and shall be returned to the same school, and within certification, to the same assignment he/she held prior to taking the leave, if said leave is for a duration of twelve (12) months or less. However, an employee while on a leave shall be subject to the Unit Adjustment Transfer Procedure and the Lay-Off/Call-Back Procedure of this Agreement the same as if they were not on leave. If these procedures become operative and affect the employee on leave, he/she may not be returned to the same position he/she held prior to taking leave. Likewise, employees while on a leave maintain their rights to apply for transfers and/or reassignments as provided by this Agreement.



ARTICLE V – LEAVES

SECTION D - Unpaid Leaves: Specific Provisions

10. Charter School Leave – Pursuant to Florida Statutes, an employee may request and will be granted an unpaid leave of absence to accept employment in an instructional position at a District Charter School. Notwithstanding any other provisions in this Agreement, the unpaid leave will be extended annually provided the employee remains an instructional employee of the District Charter School. An employee may return from a Charter School Leave under the following conditions:
- a. Charter School Leave shall be granted for a full school year and an employee may return for active employment with the District only at the beginning of a school year, unless otherwise authorized by the Chief of Human Resources.
 - b. An employee must notify the Chief of Human Resources of his/her intent to return to active employment or his/her extension of Charter School leave by April 15th. If the employee returns to active employment with the District, he/she may apply for posted vacancies and attend District job fairs.
 - c. An employee who is returning to active employment with the District who has not been offered a position by June 15th shall be placed by the District without regard for the employee's seniority.
 - d. An employee who is granted a Professional Services Contract (PSC) while on approved Charter School Leave will be compensated on the PSC salary column upon return to employment with the District.
 - e. An employee whose Charter School Leave commences prior to the completion of three years of probationary service will be required to complete the remaining probationary period upon return to active employment with the District.
 - f. Pursuant to provisions of the Agreement, an employee's previous public and/or private satisfactory teaching experience, including satisfactory teaching experience at the District Charter School, will be recognized for placement on the Teachers' Salary Schedule upon returning from leave if his/her Charter School Leave had a duration of at least one school year. As used herein, "one school year" shall mean two (2) consecutive regular school semesters even if these semesters are separated by a summer break. An employee who was not on Charter School Leave for at least one school year will be placed on the Teachers' Salary Schedule as provided by Article VIII, Section B 8 of this Agreement.



ARTICLE VIII – COMPENSATION AND BENEFITS

SECTION B – Experience For Salary Defined

1. Up to and including January 6, 2003, the following verified full-time combined public (including District) and/or private school teaching experience shall be counted as years of experience on the salary schedule, not to exceed ten (10) years. Effective January 7, 2003, and in accordance with Paragraph 8 of this Section, all new employees will be granted all verified years of public and/or private school teaching experience. Full-time experience is defined as working for pay for more than one-half of the number of contract days in a school year during the term of public and/or private teaching. Employees must submit verification within ninety (90) days of the beginning date of employment in order to receive experience credit. If any employee has extenuating circumstances that justifies the failure to submit verification within the allotted time, the employee may appeal to the Chief of Human Resources. The decision of the Chief of Human Resources shall be final. If the employee does not submit the form after the ninety (90) days of the beginning of employment or if his/her appeal to the Chief Personnel Officer is not sustained, the employee may submit the form after the ninety (90) days and receive credit in subsequent school years. Verification shall be submitted on a form provided by the District.

- a. Public School Teaching Experience

- (1) teaching experience in Florida, including prior District experience;
- (2) teaching experience for public school teaching outside the State of Florida, but within the United States provided that the experience is earned with a minimum of a Bachelor's Degree;
- (3) out-of-state experience which shall include special state/federal schools, state/federal colleges/junior colleges of the United States and its possessions (Puerto Rico, Canal Zone, Virgin Islands, Guam, American Samoa, Wake and Midway Islands, trusteeships and American dependent schools under the Department of Defense/Department of State. Once verified, experience credit may not be revoked. The exception to these conditions shall be the classification of employees **listed in Appendix A 4 of this Agreement.** ~~who have a break in service in the following areas: ROTC, Speech Pathologist, School Psychologist, Occupational and Physical Therapist, and those who require licensure to perform their duties.~~ Additions or deletions to this list must be made by mutual agreement of the parties. For the Association, the Board of Directors is authorized to agree to such additions or deletions.

ARTICLE VIII – COMPENSATION AND BENEFITS

SECTION B – Experience For Salary Defined (con't)

b. Private School Teaching Experience

- (1) teaching experience in a private school accredited by a District recognized accrediting agency which includes, but is not limited to the following: Middle States Association of Colleges and Secondary Schools; New England Association of Colleges and Secondary Schools; North Central Association of Colleges and Secondary Schools; Northwest Association of Secondary and Higher Schools; Southern Association of Colleges and Secondary Schools; Western Association of Colleges and Secondary Schools; Association of Christian Teachers & Schools, Assemblies of God; Association of Independent Schools of Florida; Association of Waldorf Schools; Florida Association of Christian Colleges and Schools; Florida Catholic Conference; Florida Council of Independent Schools; Independent Schools Association of the Central States; Montessori School Accreditation Commission; New York Archdiocese; Department of Education of the U.S. ~~s~~State in which the employee taught; U.S. Department of Defense/Department of State;
- (2) employees must have held a State-issued teaching certificate during the period of private teaching employment;
- (3) teaching experience for private school teaching provided that the experience is earned with a minimum of a Bachelor's Degree during the private school employment;
- (4) the private school must operate a regular session with two or more teachers encompassing more than one grade level.

c. Foreign Country Experience

- (1) Teaching experience in a foreign country school that is accredited by any of the District recognized accrediting agencies listed in 1 (b)(1) above plus any of the following accrediting agencies: Association of Christian Schools International; Christian Schools International; Commission on International & Trans-Regional Accreditation; International Christian Accrediting Association;
- (2) employees must have held a teaching certificate issued by the government of the foreign country during the period of foreign country teaching employment;

ARTICLE VIII – COMPENSATION AND BENEFITS

SECTION B – Experience For Salary Defined (con't)

- (3) teaching experience for foreign school teaching provided the experience is earned with a minimum of a Bachelor's degree during the foreign school employment;
- (4) the foreign school must operate a regular session with two or more teachers encompassing more than one grade level.



ARTICLE VIII – COMPENSATION AND BENEFITS

SECTION B – Experience For Salary Defined

9. The parties agree that employees hired prior to January 7, 2003, shall be placed on the appropriate step of the salary schedule effective January 8, 2007. Such placement will be based on a recognition of all prior teaching service credit that was not previously recognized by the District, up to Step 25.

The parties further agree that the cost of the adjustment referenced above shall be made part of any overall FY 2008 economic settlement reached, both in terms of cost and percentage increase.



ARTICLE VIII – COMPENSATION AND BENEFITS

SECTION M - Advanced Degrees

Employees receiving degrees will receive pay for an advanced degree in accordance with Appendix A provided:

1. The major in the advanced degree is in one (1) of the areas of certification as a regular classroom employee. A major is defined as including at least fifteen (15) hours in the major field with no more than three (3) hours for a practicum or thesis, or
2. The degree includes, or subsequently is followed by, twelve (12) graduate semester hours or equivalent:
 - a. One (1) of the content areas of certification as a regular classroom employee,
 - b. Reading - Any ESOL, Language or Linguistics classes may be used for reading courses,
 - c. Mathematics- One (1) course in statistics and one (1) in Computer Programming may be used as math courses,
 - d. Science,
 - e. Special Education, or
 - f. ESOL (English Speakers of Other Languages).
3. Where an employee has added the Reading Endorsement to his/her Professional License (certificate), said endorsement for purposes of applying 2. above shall be considered equivalent to six (6) semester hours of graduate coursework.
- ~~3.~~ 4. All advanced degrees must be received from an institution of higher learning accredited by the appropriate regional a District recognized accrediting agency [as listed in Article VIII, Section B, 1, (b)(1)] at the time the degree is awarded. Content area courses must bear the prefix of the appropriate subject area on the certificate.

Employees serving in areas of professional certification, e.g., media specialist, physical/occupational therapist, may receive payment for advanced degrees in those areas. In addition, employees serving in Career Education/Vocational subject areas who earn a Masters Degree in Career and Technical Education will be eligible for advanced degree, as set forth in Appendix A of this Agreement.

~~4.~~ 5. An advanced degree in Guidance and Counseling, Conflict/Dispute Resolution, Reading, Math, Computer Technology, **Education Technology**, or ESE will be accepted for any employee.

6. A Master's Degree in Curriculum and Instruction from the Genesis Teacher Education Project at Florida Atlantic University will be accepted for any employee and recognized for a Master's Degree supplement as set forth in Appendix A of this Agreement.

A Master's of Art Degree in Teaching and Learning from the Fischer Graduate School of Education and Human Services at Nova University in conjunction with Skylight Professional Development will be accepted for any employee and recognized for a Master's Degree supplement as set forth in Appendix A of this Agreement.

~~5.~~ 7. Once granted, an advanced degree stipend will not be revoked except as set forth in the following sentence. If receiving advanced degree stipend based on an area of certification and the area of certification is deleted from one's certification by action or inaction of the certificate holder, that advanced degree stipend will be revoked if such revocation occurs after contract ratification and Board approval of this Agreement for the 1999-2000 school year.

~~6.~~ 8. ~~The~~ District shall not recognize advanced degree pay for bargaining unit employees for the following advanced degrees: education leadership, administration and supervision, administration, and school principal.

~~7.~~ 9. This section may only be amended by written mutual agreement between the parties.



ARTICLE VIII – COMPENSATION AND BENEFITS

SECTION N – MANDATORY IN-SERVICE

Employees required to participate in in-service institutes and other mandatory in-service activities beyond their regular assigned duty days shall be compensated according to Appendix E.

Mandatory in-service will be used for State-Mandated and district-wide initiatives, i.e. algebra and K- 2 reading. No new initiatives will be added for the 2001-2002 school year.



APPENDIX B – SUPPLEMENTS

Under the sub-heading “SPECIAL ACTIVITIES” add the following:

<u>- High School – Tech Prep Coordinator</u>	<u>\$2,000 upon completion of all requirements (this Payment is contingent on continuation of Federal grant funding).</u>
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“-Secondary Schools - \$1000 (one-time supplement) to be paid to each fulltime school-based employee assigned to a secondary school (Middle School or High School) who has or adds the Reading Endorsement on his/her Florida State Department of Education issued teaching certificate making the employee certified to teach Reading at the secondary level. This one-time supplement will be paid after the Reading Endorsement is added to the employee’s certificate and will be paid either on the last pay date in June or on the last pay date in December whichever occurs first after the endorsement is added to the employee’s certificate. New employees who resign their employment or whose employment is terminated during their 97-day probationary period will not be eligible to receive this stipend. If an employee has received the stipend and his/her employment ends during their 97-day probationary period, the District may retrieve this supplement from the employee’s pay.”



APPENDIX E – MANADATORY IN-SERVICE SUPPLEMENT

Employees required to participate in in-service institutes and other mandatory in-service activities beyond their assigned duty days shall be compensated at the following hourly rate:

Effective ~~July~~ January 1, 20027 \$22.24 **23.50**



APPENDIX F – ADDITIONAL PERIOD SUPPLEMENT

An employee assigned an additional period of work in middle; high vocational, alternative and/or special school will be paid the following rates for each additional period of work. An employee assigned to a technical or career center will also be paid this rate for any time in excess of five (5) periods or five (5) hours per day whichever is less.

Effective ~~July~~ January 1, 2007 \$~~20.22~~ 23.50 per period*

* This assumes that the period is less than one (1) hour in duration. If the period is longer than an hour, this rate will be an hourly rate and will be paid proportionately for any ten (10) minute block(s) of time over an hour.