

CITY REVISED PROPOSAL 3/21/16

(Post 3/17/16 bargaining session)

COLLECTIVE BARGAINING AGREEMENT

THE CITY OF PEMBROKE PINES, FLORIDA

AND

BROWARD TEACHERS UNION LOCAL 1975
AFT, NEA, FEA, AFL-CIO

For School Years

2015-16

2016-17

2017-18

TO BE RENUMBERED AND CORRECTED WHEN DOCUMENT IS FINAL

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1.0 RECOGNITION

1.1 This agreement (the "Agreement") has been entered into between the Broward Teachers Union, Local 1975, AFT, NEA, FEA, AFL-CIO (hereinafter referred to as the "Union") and the City of Pembroke Pines, (hereinafter referred to as the "Employer", "City", or "Schools") and shall apply to only those employees described in the Recognition provision of this Agreement.

1.2 The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work, or other conditions of employment for all employees employed at the City of Pembroke Pines Charter schools as follows:

Included: All full-time and part-time instructional staff, including teachers, behavior specialists, ESE specialists, guidance counselors, library coordinators, media specialists, occupational therapists, resource teachers, speech therapists, and all other certified instructional staff.

Excluded: All other employees including supervisory employees, all managerial/confidential employees, superintendents, deputy superintendents, assistant superintendents, principals, assistant principals, deans, full-time directors, associate directors, and consultants.

1.3 The foregoing delineation of the bargaining unit reflects the designation of a bargaining unit by the Public Employee's Relations Commission, PERC Order Number OE-235. Neither party to this Agreement is barred from seeking unit clarification of the bargaining unit.

1.4 The Pembroke Pines-Florida State University Charter Elementary School is a part of the FSU District and may not have the same timelines and resources as the campuses that are chartered through Broward County Public Schools. To the extent that any wage, benefit or condition of employment contained in this Agreement conflicts with the provisions required to maintain the City agreement with Florida State University related to operating the Pembroke Pines- Florida State Charter Elementary School the City will attempt to obtain consent from Florida State University to implement the conflicting provision of this Agreement but if the conflict cannot be resolved, the requirement of Florida State University will control.

2.0 DEFINITIONS

"BTU Officer" - The President, Vice-Presidents, and Secretary-Treasurer of the Broward Teachers Union.

"City" - The City of Pembroke Pines and/ or its duly authorized representatives.

"Employer" - The City of Pembroke Pines.

"Employee" - An employee in the bargaining unit as defined and certified by the Public Employee Relations Commission. The terms teacher, bargaining unit member, and employee shall have the same meaning.

"City Manager" -The City Manager of the City of Pembroke Pines or his designee.

"Representative" - A person designated by the BTU to represent BTU when dealing with City.

"School System" - The charter schools operated and/or approved by the City of Pembroke Pines.

"Seniority" - Seniority shall be defined as the total length of continuous service with the Employer and shall date from the effective date of employment. Time off for authorized leaves shall not be considered as an interruption in continuous service.

"Steward" - A designated representative of the Broward Teachers Union who is also an employee of the Charter Schools.

"Union" or "BTU" - The Broward Teachers Union.

"Vacancy"- Any opening in a bargaining unit position.

3.0 UNION RIGHTS

3.1 BTU representatives and Stewards may meet with teachers in designated school facilities when the use does not interfere with the instructional programs or operations of the schools or after school conferences or programs. Union use shall be requested by email no less than 72 hours prior to the intended use. The City Human Resource Director will review the request with the Principal of the school where the use is requested and respond by email if the request is approved, approved with conditions, or denied. No Union access if permitted except as approved in writing by the City Human Resource Director.

3.2 The Union shall provide the City with a current schedule of Union dues. The City shall apply the dues schedule provided by the Union. Upon receipt of written authorization from an employee, the City agrees to deduct the regular Union dues of such employee from each paycheck and remit such deduction to the Union once monthly. The Union will notify the City in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. An employee may, upon thirty (30) days' written notice to the City and the Union, revoke his/her dues deduction. Notice to the City alone shall not be sufficient. The Union will indemnify and hold harmless the City and each officer and administrator of the City against all claims, costs, suits, or other forms of liability, and all court costs arising out of the application of the provision of this agreement related to payroll deductions.

3.3 Upon appropriate written authorization from the employee, the City shall deduct from the salary of any employee and make appropriate remittance for any union-sponsored service, including but not limited to insurance, COPE, annuities, and other investment programs. Such deductions shall be made either before tax or after tax as appropriate to the program, provided the employee, and not the City or the Union, is legally responsible for the tax liability of the deduction. In addition, the union shall have access to employees for purposes of enrolling employees in union-sponsored economic service programs. The City is expressly prohibited by Florida law from any involvement in the collection of fines, penalties, or special assessments. Employee dues authorization is revocable at the employee's request upon 30 days' written notice to the City and Union.

3.4 The City agrees to provide BTU with electronically stored dues deduction computer information and to transfer data for members of the bargaining unit, as requested by BTU, including but not limited to dues deduction, transfer data, name, home address, home and work phone numbers and extensions, work e-mail address, and schedule of classes, unless the production of the information is prohibited by law.

3.5 An employee shall have the right to join or not join the Union, to engage in lawful concerted activity for the purpose of collective bargaining or other mutual and ~~or~~ protection, to express or communicate any view, grievance, complaint or opinion relating to conditions of

employment or compensation, through duly appointed Union representation, all actions to be free from any and all restraint, coercion, discrimination or reprisal.

3.6 A Representative/Steward shall be permitted during working hours to accompany a fellow employee in any of the following circumstances, as well as meet with the employee 15 minutes prior to the commencement of any of the events listed below:

1. The employee is required to appear at a hearing related to a grievance.
2. The employee is presenting or responding to a grievance.
3. The employee is subject to inquiry or questioning in conjunction with an investigation of the employees conduct.
4. The employee is attending a pre-determination hearing.

3.7 The employee may request the presence of a BTU Steward if the employee has a reasonable expectation that a meeting that he or she is required to attend with a supervisor could result in disciplinary action. An employee's expectation that a meeting could result in discipline is unreasonable if the supervisor provides assurance that the meeting will not result in discipline.

3.87 BTU has the right to change Stewards at its discretion. The City Manager shall be notified within five calendar day in writing of changes of appointed Stewards.

3.98 The BTU Stewards may cumulatively take 100 days off per school year for use to provide employees in the bargaining unit, as selected by BTU. The leave will be without pay, or when Union Pool Time is used, with pay. No single unit member selected by BTU may use more than ten (10) days per school year. No unit member can utilize more than three consecutive leave days at a time. BTU shall pay the cost of the substitute, if utilized, for each leave day used. Such leave will be utilized for union educational conferences, conventions, training and other events.

3.109 Employees may voluntarily contribute four (4) hours each contract year to a Union Time Pool. The City will allow Stewards to the use of "union pool time" to be paid on days they take leave as stated in the foregoing paragraph. Any accumulated pool time that remains at the end of one budget year, will be carried over to the following year's pool time.

3.110 The BTU shall have the right to post activities and matters of BTU concern on such bulletin boards for BTU's exclusive use in the mailroom and/or copy room to be displayed in a prominent area. ~~Notices endorsing any national, state, or local political candidate shall be prohibited.~~ The BTU shall have the right to place materials in the employees' mailboxes and to maintain a locked suggestion box. BTU may place one locking- style bulletin board in the mail or copy room at each school. Official Union notices may be posted on designated bulletin boards. The Union bulletin boards will be no larger than 24" x 36" in size. BTU will hold the

City harmless for all claims or action arising from use of the board or the messages posted on the board. The bulletin board must at all times display this notation: Opinions, endorsements and other expressions of interest posted on this bulletin board are those of the Broward Teachers Union and not of the City, the Charter Schools, or any school administrator. BTU is responsible for the cost of the bulletin board and its installation

3.1~~2~~⁴ BTU representatives shall have the right to communicate through electronic mail any matters concerning union business. Members of the bargaining unit shall have the right to communicate with the BTU using the City of Pembroke Pines internal electronic and inter-school mail system, so long as such use does not interfere with direct student instruction and is done either before or after school or during the lunch or planning hours of the teacher generating the communication. BTU acknowledges that neither BTU nor any of its members have an expectation of privacy when using the City' intranet/e-mail system and that the City has the right to monitor all employee email on the City e-mail system and that such monitoring does not constitute surveillance of the BTU or its members.

3.1~~3~~² The Union steward(s) shall, upon notice to the Principal, be given an opportunity at each building 's faculty meeting to present brief reports and announcements not to exceed five (5) minutes. Access for this purpose is subject to the use and notice provisions described in A above.

3.1~~4~~³ Union stewards and members of the BTU Executive board may be released no earlier than 3:00 p.m. to attend monthly meetings when the meeting is outside of the City of Pembroke Pines.

4.0 LABOR MANAGEMENT COOPERATION AND COLLABORATION

4.1 The Union has exclusive authority to form faculty councils, configured as the Union deems appropriate, to offer input and non-binding recommendations through a designated BTU spokesperson to a Principal concerning any matters pertaining to the operation of the educational program of the school. A council spokesperson may request and will be granted a meeting with a Principal at any time during the school year on a mutually agreeable date and time.

4.2 Monthly council meetings and council elections ~~shall~~ may be held during common planning time, provided they do not interfere with normal operation of the school and BTU obtains the consent of the Principal five (5) days' prior to the election or meeting. Non-employee access for this purpose is subject to the notice provisions described in Section 3.1.

4.3 Nothing herein shall prohibit the Union from conducting council meetings at sites other than the schools during non-work hours in which case notice to the Principal(s) and Principal consent is not required.

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6.0 PROBATIONARY PERIOD

6.1 Each employee shall be considered a probationary employee for the first one hundred and ninety six (196) work days of employment .

6.2 During the probationary period, the principal shall notify the employee in writing of the specific deficiencies, establish performance goals and timelines for their accomplishment, and provide adequate assistance for remediation of said deficiencies. Notwithstanding notice of deficiencies, during the probationary period, the City may release the employee without a statement of cause. The employee may end employment without prior notice. An employee who resigns without providing 10 days written notice forfeits any right to payout of accrued leave. When an employee gives notice, the City may unilaterally establish the employee's last day of work and the employee forfeits any right to payout of accrued leave.

6.3 Prior to making a recommendation for termination of an employee during an initial probationary period, the employer shall have the option of offering the employee a transfer to another location which may offer the employee a greater chance of success.

6.4 The final determination of successful or unsuccessful performance during the probationary period rest solely with the Employer. A decision to terminate an employee during the employee's probationary period may be made with or without a statement of cause and is not subject to grievance or appeal.

7.0 DISCIPLINE

7.1 Any discipline of an employee shall be only for just cause.

7.2 The parties agree that the principles of progressive discipline will apply when appropriate under the circumstances except in matters concerning the sale on use of illegal drugs or alcohol, workplace violence, discrimination, and theft. Disciplinary procedures will normally employ the following progression to correct behavior:

1. written reprimand
2. suspension
3. termination

7.2 A record of a verbal counseling which is not discipline may be used to establish that an employee had notice that the act or omission which is the subject of the counseling is not consistent with school or City policy, but shall not be placed in the employee's official personnel file.

7.3 Whenever it is alleged that an employee has violated any rule, regulation, or policy, discipline must be taken within ten (10) work days of the City's determination that a violation has occurred. The union shall be simultaneously notified in writing of all disciplinary notices.

7.4 Bargaining unit members shall be given written notice three (3) working days in advance of a scheduled conference for the purpose of taking disciplinary action. The notice shall contain the reason(s) for the conference and the right to have a BTU representative present. Bargaining unit members who have a reasonable expectation that disciplinary action may be taken as the result of a conference or investigatory meeting, or that such meeting or conference may lead to discipline, shall have the right to request a BTU representative. The City can proceed and disciplinary action can occur without a representative present if a representative fails to show when notice of the meeting has been communicated to BTU. It is the employee's responsibility to secure a representative.

7.5 An employee charged with a felony who is found guilty, pleads no contest, or who enters into a plea arrangement to a felony shall be terminated from employment and the termination is not subject to grievance or any other type appeal.

7.6 An employee charged with a misdemeanor who is found guilty, or who enters into a plea arrangement when the City or a City co-worker is the victim shall be terminated from employment and the termination is not subject to appeal.

8.0 GRIEVANCE PROCEDURE

8.1 A grievance shall be defined as any dispute arising concerning the application or interpretation of this Agreement. A class grievance (general grievance) shall be defined as an issue of interpretation or application of the collective bargaining agreement the outcome of which will impact two or more employees within the bargaining unit.

8.2 The employee may be represented at all levels of a grievance by a Union Steward or representative. The grievant who is not a member of BTU may also represent himself /herself.

8.3 Hearings and meetings shall be scheduled by the Employer at mutually agreeable times and locations during the employee's work day (with written notice to the union).

8.4 If a grievance is not processed by the grievant at any step in accordance with the time limits of this Article, it shall be deemed withdrawn . If the Employer fails to respond within the time limits, the grievance shall be deemed denied and the Union may advance the grievance to the next step. All time limits and steps may be waived by mutual consent in a written agreement. Waives may not be implied by conduct or past practice but must in all cases be in writing.

8.5 The aggrieved employee shall discuss the grievance with the immediate Principal within twenty (20) working days of the occurrence of the date the employee knew of the occurrence giving rise to the grievance. The Principal shall respond within five (5) working days from the date of the discussion. The employee may have a Union Representative present, if requested by the employee. BTU may waive Step One and proceed directly to Step Two.

8.6 If the grievance has not been satisfactorily resolved in Step One, the aggrieved employee and/or the Union may appeal the grievance in writing to the City Manager, or the Manager's Designee, within five (5) working days after the immediate supervisor's response is due. The grievance must contain a specific statement of the dispute. The City Manager shall respond in writing to the Union within five (5) working days from receipt of the Grievance.

8.7 Each party shall be allowed one (1) extension of time, not to exceed five (5) working days. This extension can be used only once during the grievance. The other party must be notified of the requested extension before the expiration of the original time period. The BTU and City may mutually agree to any other extension of time, but all such agreements must be in writing.

8.8 All responses required in Steps 1 and 2 above shall be directed to the aggrieved employee with a copy furnished to the Union. In class grievances, copies will be directed to the Union only when the City rejects a grievance. It shall state the specific grounds for the rejection.

8.9 If the decision of the City Manager/Designee has not satisfactorily resolved the grievance, the Union may request Arbitration by making demand to the AAA or the FMCS for an seven (7) member regional arbitration panel list and by giving contemporaneous notice to the

City Manager/ Designee no later than fifteen (15) working days after the rendering of the decision, or the expiration of the time limit for rendering of the decision by the City Manager/Designee. BTU has the exclusive right to submit grievances to arbitration. The City is not obligated to process an individual's grievance to arbitration if BTU has declined to advance the grievance because of its belief that the grievance lacks merit.

8.10 Upon receipt of the Arbitration panel list the City Manager/Designee or the President of the Union or the President's representative, shall select an Arbitrator and proceed to arbitration. The selection shall be accomplished within ten (10) days using the alternate strike method with BTU striking first until only one (1) name remains.

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8.11 In cases involving discipline, the City may require the employee Grievant to submit to a sworn deposition no less than 20 days prior to the date of the arbitration hearing.

8.12 At the arbitration hearing, an aggrieved employee shall be accompanied by his/her Union representative.

8.13 BTU shall have the right to appear and be heard at any grievance or arbitration hearing to which it was not the moving party.

8.14 The parties shall bear equally the expenses connected with a hearing. Each party shall bear the expense of its own witnesses, representatives, attorneys, and all other individual expenses. Employees required to testify during working hours will be made available without loss of pay. Employees will be called in such a fashion so as to least disrupt the normal business of the schools. Where BTU declines representation of an employee because of non-membership, the employee may proceed to arbitration by paying all costs and fees associated with the arbitration. The arbitrator may require payment up front.

8.15 The Arbitrator shall render his decision after the conclusion of the final hearing or receipt of closing briefs if either party elects to file a brief. Such decision shall be final and binding but may be subject to revocation as provided in the Florida Arbitration Code. Copies of the award shall be furnished to both parties.

8.16 The Arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with this Agreement and the labor rules established by the Federal Mediation and Conciliation Services (FMCS) or the American Arbitration Association (AAA), as selected by the union. ~~The Arbitrator shall be a member of the National Academy of Arbitrators.~~

8.17 The Arbitration Award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue submitted. The Arbitrator shall limit his decision to the application and interpretation of this Agreement, and the Arbitrator shall have no right to amend, modify, nullify, ignore or add, change or subtract from the provisions of this Agreement.

9.0 PROTECTION OF EMPLOYEES

9.1 The development of safe working conditions, practices, habits and thinking are the objectives of our School Safety Program. Reaching those objectives will result in benefits to all employees and to the School. Accidents, injuries, disabilities, damages, lost time and pay, claims and medical expenses, and improper and dangerous use of equipment are all occupational problems which will be improved by efforts of all employees.

9.2 All employees must immediately report to their supervisor or Principal all injuries that occur on the job.

9.3 In the case of vehicular accidents that occur on the job, the appropriate law enforcement agency and the employee's supervisor shall be notified immediately. Employees are not to leave the scene of an accident occurring on the job until law enforcement arrives. In case of serious injury or fatality, the appropriate law enforcement agency and the employee's supervisor shall be notified immediately.

9.4 An employee may impose customary classroom discipline (except corporal punishment) when 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 a disruptive student from the classroom shall not constitute corporal punishment.

9.5 No employee shall be required to restrain a student unless they have first received training from certified instructors in appropriate methods of restraint. An employee shall not be disciplined or reprimanded for actions taken while searching or restraining a student if they have been directed by a supervisor to conduct those activities or for actions taken while breaking up a fight, if such actions are in accordance with the policies and procedures on which the employee was trained.

9.6 An employee may use reasonable force to defend himself /herself, , or the safety of students without fear of disciplinary action.

9.7 A student who assaults an employee shall face the most severe consequences allowed. The Employer shall assist an employee who has been assaulted when the employee files a report with the police and actively pursues criminal charges against the student.

9.8 The School will provide safety equipment and safety devices for employees engaged in work where such special equipment and devices are necessary. Such equipment and devices where provided must be used.

9.9 The City shall do everything within its legal power to protect and support the employees in their disciplinary role.

9.10 Discipline shall be handled as outlined in SBBC Policy 5006, SBBC code of student conduct, and the Charter School's guide to proactive discipline.

10.0 EVALUATION

Reserved

Merged into wage article

11.0 ACCESS TO OFFICIAL PERSONNEL FILES

11.1 Personnel files shall be maintained at the City's Human Resources Department and are open for access as set forth in Section 1012.31, Florida Statutes.

11.2 An employee shall have the right upon request and by appointment to review the contents of his/ her personnel file(s) wherever maintained, ~~except information supplied by reference sources.~~ Appointments shall be set during the employee's scheduled working hours. Each employee shall have the right, upon request, to review and reproduce any contents of his/her personnel file at no charge. A representative of BTU may, at the request of the employee, accompany the employee in such reviews and may, upon written authorization by the employee, review and reproduce any contents of an employee's personnel file. The review or reproduction of the contents of an employee's personnel file shall be made in the presence of the record custodian or designee.

11.3 A copy of any item placed in the employee's official personnel file shall forthwith be provided to the employee. In addition, items challenged under the provisions of the grievance procedure may not be placed in the employee's file until the grievance has been resolved pursuant to the provisions of the grievance procedure of this contract. The employee shall have the right to respond to any item(s) to be placed in his/her personnel file and to have the response attached to such item. The employee's signature shall indicate only that he/she has read the item and shall not necessarily indicate agreement with its contents. When an employee refuses to sign an item a notation shall be placed indicating the employee was asked to sign but refused. Such refusal is not grounds for disciplinary action.

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12.0 PROMOTIONS AND VACANCIES

12.1 When the City determines that it is necessary to fill a vacancy the vacancy shall be posted on the Charter School's web site. All vacancy notices shall be posted at least seven (7) workdays before the deadline for filing applications. Contemporaneously with the web posting of a vacancy the City shall email a copy of the posting to the Union Stewards. The Stewards, at their discretion, may place a copy of the posting on the Union bulletin board. This subsection does not prohibit the City from seeking outside candidates to fill any position. Decisions regarding the timing for when to fill a vacancy are reserved to the City.

12.2 Not later than May 1st of each school year the Bargaining Unit may recommend to the Principal the name of a unit member to serve as the department/ grade chairperson.

13.0 TRANSFERS AND REASSIGNMENTS

13.1 Employees with regular full-time status may request a lateral transfer to another school provided there is a vacancy. Such request shall be made in Writing to Human Resources with a copy to the employee's supervisor. The decision to laterally transfer an employee is reserved to the City.

13.2 When considering transfer requests, the Principal, before filling the vacancy shall consider the certification, education, prior work and experience, previous performance evaluations, and previous disciplinary records for the past two (2) years of all candidates for the position. If these criteria are relatively equally satisfied by two (2) or more persons, the transfer will be awarded first to a current employee. If the Principal's choice is only between two (2) or more equally qualified current employees, the employee with the most seniority shall be offered the position.

13.3 Involuntary Transfers: Involuntary transfers will be made with the approval of the City Manager when a reduction in the number of employees in a school is necessary, or to prevent disruption, or enhance an instructional program. Involuntary transfers should be done in reverse order of seniority within each job classification.

13.4 All decisions regarding assignment shall be made at the discretion of the Principal of each school. ~~A decision regarding assignment will not be arbitrary or capricious.~~ Employees shall be tentatively assigned to the same subject area and/or grade level for the forthcoming semester that they held during the previous semester, unless the employee is notified otherwise of a new tentative assignment prior to the final day of the school year. When a change of assignment occurs after the last day of the school year, the Principal will, at the request of the employee, articulate the change of circumstances that precipitated the change of assignment. Employees will be notified of actual assignments as soon as possible following the Principal's decision.

13.5 A reassignment is defined as a change in grade level or subject assignment. Involuntary reassignments shall be made at the discretion of the principal. The principal shall advise the employee through a personal interview that the reassignment is being implemented and the reasons therefore at least two weeks in advance of the reassignment. Employees receiving an involuntary reassignment or change of classroom during the school year shall receive as much advance notice as possible and the Principal shall assign school personnel to assist the teacher in the move or transfer.

14.0 LAYOFF, RECALL AND RIGHTS

14.1 Layoff is the separation of an employee for lack of work or funds as determined by the City, without fault or delinquency on the employee's part. The City agrees to provide the Union with a list of names of the employee's being laid off and such notice shall be sent at the same time that it is issued to the employees so affected.

14.2 Employees to be laid off shall be notified as soon as possible after the decision for layoff has been made. In no event shall the City give the employees less than thirty (30) calendar days' written notice.

14.3 Employees shall be laid off in accordance with seniority.

14.4 In the event of a layoff, employees will be allowed to bump to a position for which they are certified. Employees may displace another employee who has less seniority, provided the employee is competent to handle all of the responsibilities of the classification.

14.5 Employees will be recalled to a subject area/program for which they hold certification in reverse order of layoff when a vacancy occurs.

14.6 Each employee on layoff shall be required to provide the district Personnel Office in writing with a current address to which a letter of recall may be sent.

14.7 If a recall opportunity exists, a letter shall be mailed to the employee, certified mail, return receipt requested. If the letter is mailed to the address provided by the employee and is returned to the City because the address is incorrect, the City has fulfilled the obligations of this sub-section.

14.8 An employee offered a recall opportunity must notify the City in writing of his/her decision within five (5) days of receipt of the City offer.

14.9 An employee who has been laid off shall maintain recall rights for 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.

15.0 DUTY HOURS AND WORK YEAR

15.1 The scheduled work year for 10-month contracts shall follow the Broward County Schools Calendar and consists of 196 days, including 10 planning days, and six (6) paid holidays. No extension of the work year shall be permitted by advancing the beginning date, extending the closing date, adding to the number of workdays by altering holidays or vacation periods unless expressly provided for under the terms of this agreement.

15.2 The workday shall be seven and a half (7 1/2) hours including a thirty (30) minute duty-free lunch period.

15.3 Employees will receive one class period per day (high school-~~60~~50 minutes; middle school-50 minutes; elementary school-40 minutes) for uninterrupted planning activity. Schools on block schedules shall provide teachers with an equivalent amount of planning time.

~~weekly (255 minutes).~~

15.4 ~~There shall be no mandatory meetings on half of each planning day when grades are due and on at least 15 hours (in at least 1/2 day blocks) during the preplanning days prior to the opening of school. Professional development activities may be scheduled on planning days and early release days, at the sole discretion of the Principal.~~

15.5 Teachers shall be allowed to exchange a planning day scheduled on the calendar by attending planning on a non-scheduled day with the approval of the ~~P~~principal.

15.6 The Employer and the Union mutually recognize the need for ongoing, high-quality professional development. For this reason and to achieve this goal, the Employer and the Union agree to develop and implement joint professional development programs.

15.7 Employees may volunteer time to support educational programs for the schools outside their work hours, but employees may not be required or coerced to volunteer additional time except as otherwise provided in this agreement. Except for an activity scheduled after work hours on one work day each year (i.e. back to school night, etc.), teachers who are required to work outside their work day shall be compensated at their professional rate or shall be provided a substitute for an equivalent number of hours on a day of their choosing.

16.0 CONDITIONS OF EMPLOYMENT

16.1 An adequate supply of instructional materials as well as administrative support shall be available to all instructional staff. Employees shall not be charged for missing textbooks, teachers' editions, supplies, classroom equipment or lab equipment unless the loss is attributable to employee negligence. Employees are responsible for the proper care and protection from loss of all personal computers, laptops, smart phone, and tablet computers issued to them by the City. When lose or damage is attributable to negligence, the value of the item may be deducted from an employee's paycheck for the above items or a repayment plan worked out.

16.2 The City shall observe the class size maximums contained in the Florida Constitution.

16.3 A clear line of authority and reporting shall be established and communicated to employees at the beginning of each school year.

16.4 No employee, while acting as an agent of the school, shall transport any student, except the employee's child, in his/her personal vehicle.

16.5 Employees shall be paid bi-weekly in equal payments for the entire fiscal year. Summer checks will be distributed at one time no later than the first pay period in July.

16.6 Employees shall not be required to regularly submit lessons plans, however, any time the principal does request lesson plans, the employee shall submit the plans. The primary purpose of the lesson plan is to guide instruction. The format for daily lesson plans should provide ease of use by the teacher or substitute and should not be unreasonably complex. Documentation of the incorporation of Florida Standards and teaching strategies required by law, board policy or regulation are part of daily lesson plans. Lesson plans will not require the verbatim duplication of information clearly available by reference elsewhere.

17.0 LEAVES AND ABSENCES

17.1 Eligible employees will be given three (3) sick leave days and will accrue one (1) day per month up to ten (10) days per year. These will be reflected in each paycheck. Sick leave benefits are calculated on the basis of a "School Year", September through June, the ten (10) months period that begins when the employee starts to earn sick leave benefits. Sick leave may carry over into the following school year. Once an employee reaches thirty (30) days, they will bank those days for future use, and an employee must cash in any sick leave days over thirty (30) days at the end of each school year at their current rate of pay.

17.2 Paid sick leave can be used in minimum increments of one (1) hour. Sick leave may be used for an employee's own illness or injury or that of a family member who resides in the employee's household.

17.3 Employees who are unable to report to work due to illness or injury should notify the designated sub-coordinator before the scheduled start of their workday if possible. The sub-coordinator must also be contacted on each additional day of absence. The school shall be responsible for securing a substitute if needed.

17.4 If an employee is absent for five (5) consecutive days due to illness or injury, a physician's statement may be requested verifying the disability and its beginning and expected ending date. Before returning to work from a sick leave absence of five (5) calendar days or more, an employee may be required to provide a physician's verification that he or she may safely return to work.

17.5 As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation.

17.6 Sick leave benefits are intended solely to provide income protection in the event of illness or injury and may not be used for any other absence.

17.7 An employee may use up to four (4) sick days as personal paid leave days per year.

17.8 Regular full-time employees are eligible to request medical leave. Eligible employees may request medical leave only after having completed an initial ninety (90) calendar days of service. Exceptions to the service requirement will be considered to accommodate disabilities.

17.9 Eligible employees should make request for medical leave to the Principal at least thirty (30) days in advance of foreseeable events and as soon as possible for unforeseeable events. A health care provider's statement must be submitted verifying the need for medical leave and its beginning and expected ending dates. Any material changes in this information should be promptly reported to the Schools. Employees returning from medical leave must submit a health care provider's verification of their fitness to return to work.

17.10 Eligible employees are normally granted leave for the period of the disability, up to a maximum of twelve (12) weeks within any twelve (12) month period. If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension. Employees will be required to first use any accrued paid leave time before taking unpaid medical leave.

17.11 Employees who sustain work-related injuries are eligible for a medical leave of absence for the period of disability.

17.12 The School will continue to provide health insurance benefits as required by the Federal Family and Medical Leave Act. FMLA leave shall begin ~~to accrue and run concurrently with~~ paid leave including when an employee is absent from work resulting from a work related injury and worker's compensation is being paid.

17.13 Benefit accrual, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon return to active employment.

17.14 So that an employee's return to work can be properly scheduled, an employee on medical leave is requested to provide the School with at least two (2) weeks advance notice of the date the employee intends to return to work. When a medical leave ends, the employee will be reinstated to the same position, if it is available, or to an equivalent position for which the employee is qualified.

17.15 If an employee fails to report to work promptly at the end of the medical leave, the School will assume that the employee has resigned .

17.16 Bereavement Leave: Employees who wish to take time off due to the death of an immediate family member or significant other should notify their designated building level secretary immediately. Up to three (3) days of paid bereavement shall be granted upon approval of the Principal. Bereavement Leave shall not be charged to vacation or sick leave. Leave will be provided to eligible regular full-time employees.

17.17 For purpose of this section, an immediate family member shall include the following: the employee's spouse or domestic partner, and the mother, father, children, step child, foster child, sister, half-sister, sister-in-law, brother, half-brother, brother-in-law, step-parents, grandparents, legal guardian or grandchild, and great grandparents of the employee, the employee's spouse, or the employee's domestic partner.

17.18 An employee summoned as a witness or for jury duty during normal working hours shall receive regular pay for the hours he or she attends court during the normal work schedule. An employee attending court in a matter in which the employee is a party (i.e. the employee is plaintiff or a defendant) is not eligible for paid leave.

17.19 Employees who attend court for only a portion of the regular school day are expected to immediately report to their supervisor when excused or released by the court.

17.20 Employees who attend court on their day off do not receive an extra day off.

17.21 In the event a holiday occurs during the period of an employee's jury duty, he/she shall receive pay for the holiday.

17.22 All witness fees or jury compensation received by the employee shall be turned over to the School for those days paid by the City.

17.23 The Principal may grant conference leave with pay together with the necessary travel expenses for employees to attend conferences, schools, and similar events designed to improve efficiency and if considered to be in the best interest of the School. All leave and expenses will be recommended by the Principal and subject to prior approval of the City Manager.

17.24 Employees shall be granted, upon request, a leave of absence for a period in excess of thirty (30) calendar days. In each case the School shall make a reasonable effort to return the employee to his/her former position or a similar position in another School.

17.25 All Schools are required to adhere to the following practices: Principals must submit personnel action forms placing employees on a leave of absence for any period of leave without pay which extends thirty (30) consecutive calendar days or longer. The leave of absence will be effective beginning with the first day of absence. Leave without pay includes excused absences for sickness or injury without accumulated sick leave time and other excused absences without pay.

17.26 Leave without pay for thirty (30) calendar days or longer in a calendar year will result in a corresponding adjustment of the employee's anniversary date. An employee granted a leave of absence must keep the School informed every ninety (90) calendar days of his/her current status. In addition, the employee must keep the School advised of his/her current address at all times. An employee who fails to comply with this procedure will be dropped from leave of absence status in which case he/ she must return to duty or be dismissed.

17.27 An employee who attains either part-time or full-time employment elsewhere while on an authorized leave of absence is required to notify his/her Principal in writing within three (3) working days of accepting such employment. Failure to comply with this procedure will result in the employee being dropped from leave of absence status in which case he/she must return to duty.

17.28 Any employee granted a leave of absence shall contact his/her Principal at least fourteen (14) calendar days prior to expiration of the approved leave in order to facilitate the reinstatement process.

17.29 Failure to return to work at the expiration of the approved leave shall be considered as absence without permission and grounds for dismissal.

17.30 No sick leave or annual leave will be earned by an employee for the time that the employee is on leave without pay.

17.31 Retirement credit may be maintained, provided the employee pays the full share of the premiums.

17.32 Group life and hospitalization insurance coverage may be continued for a maximum period of twelve (12) weeks while on authorized leave of absence, provided premium payments are kept current by the employee.

17.33 A maximum delinquency period of sixty (60) calendar days will be permitted for payment of premiums. If a monthly premium is delinquent for over sixty (60) calendar days and payment is not made by cash or payroll deduction from the next applicable pay period, coverage will be canceled as of the beginning of the delinquent period, as permitted by law.

17.34 Where the employee will be out of town during an approved leave exceeding thirty (30) calendar days, payment arrangement must be made in advance so that the premiums are kept current.

17.35 If any coverage is canceled during an approved leave of absence, it will be reinstated upon return to active duty, at the employee's expense, as permitted by law.

17.36 Any employee in the School service who sustains a service connected disability shall be entitled to benefits as set forth below. The following is an explanation of the terms used in connection with service connected disabilities.

17.37 The date on which disability began or the last day of duty thereafter, whichever is later.

17.38 A temporary physical condition, which is service connected and prevents an employee from performing his/her regular or specially assigned duties. Disability does not include any condition which is self-inflicted or caused by another person for reasons personal to the employee and not because of his/her employment.

17.39 The salary an employee was being paid on the date of the disability.

17.40 Any disability arising out of employment in the School service.

17.41 Determination of the existence and service connection of a disability shall be made in accordance with the Florida Statutes - Workers' Compensation Act (as amended). This Act provides that the employer is responsible for furnishing employees who have incurred service connected disabilities with such remedial treatment, care and attention under the direction and supervision of a qualified physician or surgeon. Disability determination shall be based on:

- A. All facts in the service history of the case.
- B. The findings of the physician, surgeon or practitioner who has treated or consulted in the treatment of the employee.
- C. Such evidence as the employee at his/ her own expense may submit of the service connection of his/her disability.
- D. Other relevant evidence submitted to the medical examiner.

17.42 The Employer will comply with all provisions of the Family and Medical Leave Act (FMLA) as applicable. Employees taking FMLA leave will be required to use, while on FMLA leave, all accrued and paid leave to the extent allowed by law, and such accrued and paid leave shall run concurrently with the employee's FMIA leave. In calculating the twelve (12) month period within which an eligible employee may take FMLA leave, the Employer applies a rolling twelve (12) month period, measured backward from the time the employee takes FMLA leave.

17.43 Pay for Unused Sick Leave: Employees shall be paid for accumulated sick leave upon separation of employment due to **retirement, resignation, or permanent disability.**

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17.44 The opportunity to cash out sick leave days shall take place one time per year, unless additional payouts are approved by the City Commission.

17.45 Members of the bargaining unit will automatically receive any unused accrued time over 30 days on the second payroll of September of each year. No correspondence will be forwarded to the member.

17.46 Members of the bargaining unit shall be allowed to cash out accrued days from 20 to 29 on the second payroll of September of each year by sending such a request to the Human Resources Department by September 15th of each year.

17.47 If cash out days are limited by the City for economic reasons, any cash outs paid will be based on seniority.

17.48 The City reserves the right to order an employee to submit to a psychological or physical fitness for duty evaluation. Employees of the Schools returning from an period of absence exceeding ten (10) days may also be required to submit to a physical or psychological fitness for duty examination prior to returning to work. All fitness for duty evaluations will be at the City expense.

18.0 HOLIDAYS

18.1 All employees shall continue to have the same number of holidays as the City Commission designates for City employees, except those holidays that fall during school summer break.

18.2 If a recognized holiday falls during an eligible employee's paid absence (such as sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

19.0 BENEFITS

19.1 All bargaining unit employees will pay the full standard rates for the following programs for their dependent children:

- A. Before School Care
- B. After School Care
- C. Early Learning Centers

19.2 The term “supplemental positions” refers to non-teaching activities which can be performed by instructional and non-instructional school employees outside regular (school) work hours. Supplemental positions are made available as a discretionary opportunity and not a guaranteed right. No employee shall be required to accept any supplemental positions.

19.3 The principal will approve a list of all tentative supplemental positions (open and currently occupied) for the upcoming school-year. Supplemental positions open (as well as currently occupied) to instructional and non-instructional staff members shall be advertised to all employees. The postings shall include the title of the position, campus location, and the effective date of opening.

19.4 Each year an approved list of supplemental positions with the amount of compensation to be paid will be advertised and forwarded to all employees. Employees interested in applying for a supplement will indicate their intent by completing the designated form and returning to the appropriate administrator/designee. When there is more than one applicant for the same supplemental position, preference will be given to the applicant who is deemed most qualified by the principal. Positions that are not filled or become vacant after being filled will be re-advertised and filled.

19.5 A list of available supplements will be distributed to all employees during preplanning week of the upcoming school year. The list will be updated and distributed as needed during pre-planning week as supplementary positions are filled.

19.6 Any eligible and qualified employee may apply for a supplemental position offered by the Principal of each school. The principal or designee will make the final decision based on the applicants' qualifications. A qualified applicant for any supplemental position will be accepted before any qualified non-applicant may be assigned. When the principal determines that candidates are equally qualified, members of the bargaining unit (BTU) shall be given preference if equally qualified for supplemental positions offered each school year.

19.7 Employees who agree to a supplemental position will receive the approved amount as supplemental pay in equal payments. Supplemental positions may be held by two (2) or more qualified approval. The City of Pembroke Pines Charter Schools (CPPCS) is not obligated to offer any supplemental pay assignments and reserves the right to incorporate such

duties/responsibilities into non-bargaining unit employees or other such individuals as the CPPCS deems appropriate. However, if a member is approved to provide such duties as required in the supplemental pay listing, he/she will receive the supplemental pay listed for the time period such duties are approved and performed by the member.

19.8 Supplemental pay amounts paid to each individual shall be the same as what is paid currently by the Broward County School Board (Appendix "A").

19.7 The City reserves the right to assign non-bargaining unit employees to supplemental activities/positions.

20.0 SALARY

20.1 The minimum of the pay range for teachers will be \$39,000.00 (Thirty Nine Thousand Dollars) and the maximum of the pay range for teachers will be \$71,250 (Seventy One Thousand Two Hundred Fifty Dollars).

20.2 Effective the 2015-2016 school year, the performance evaluation system to be used is the Broward Instructional Development and Growth Evaluation System (“BrIDGES”). BrIDGES is based on the Marzano Professional Growth Model. **In the event of a conflict between this Agreement and the Broward Instructional Development and Growth Evaluation System (“BrIDGES”) or Marzano Professional Growth Model, this Agreement shall prevail.**

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~~20.2— Effective the 2015-2016 school year, the performance evaluation system to be used is the Broward Instructional Development and Growth Evaluation System (“BrIDGES”). BrIDGES is based on the Marzano Professional Growth Model.~~

20.3 BrIDGES is comprised of the following components:

A. The Instructional Practice Score (IPS) is weighted as 50% and the Student Performance Score (SPS) is weighted as 50% for the 2015-2016 school year.

B. All observations must be completed with iObservation on or before May 13, 2016.

C. A benchmark timeline will be provided to all participants. Such timelines shall ensure all educators are observed regularly throughout the year. Data will be reviewed by the **quarterly** with the goal of reaching 30-35 IPS datamarks for each educator. Administrative adjustments to the benefit of the employee can be made as needed.

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Instructional Practice Score:

A. Scores will include Domain 1 (weighted at 68%) and Domains 2 - 4 (weighted at 32%).

B. Deliberate Practice will serve as an additional metric within the Instructional Practice Score, weighted at 1%. During the 2015-2016 school year, the Deliberate Practice score will be Effective (3.0) for every educator that completes the Deliberate Practice self-assessment.

C. Classroom educators will receive a minimum of 3 observations (1 formal, 1 informal, and 1 snap-shot) with at least 35 datamarks overall, at least 25 datamarks in Domain 1, and at least 10 within Domains 2 - 4.

D. The recommended time for each observation and the recommended number of datamarks for each type observations are:

Formal 30 minutes or more 12-15 datamarks

Informal 15-25 minutes 5-10 datamarks

Snap-Shot 3-10 minutes 2-3 datamarks

E. Three Non-Classroom Domain 1 Learning Maps will be implemented.

F. Non-Classroom educators will receive any combination of 2 observations and/or meetings with at least 30 datamarks overall, at least 20 datamarks in Domain 1, and at least 10 datamarks within Domains 2 - 4. An observation must be a formal observation that includes a pre-conference and a post-conference.

G. Administrators will make every effort to allow for a reasonable amount of time for growth between observations.

H. All datamarks will be entered within 10 working days of the meeting/observation.

I. Evaluators shall inform an employee when a formal observation of the employee is being conducted for the purpose of evaluation.

Probationary educators:

A. Probationary classroom employees will receive at least 2 formal observations, one per semester.

B. Probationary non-classroom employees will receive any combination of 2 formal observations and/or meetings, one per semester.

C. For educators hired prior to November 15th, the Instructional Practice Score constitutes the first evaluation, which shall be completed by the end of the first semester, and the second evaluation, which shall be completed at the same time as all other educators.

D. For educators hired after November 15th, the first evaluation shall be completed at the same time as all educators and the second, based on the current Instructional Practice Score, shall be completed by November 15th of the following school year.

The Instructional Practice Score calculation:

A. For 2015-2016, datamarks are weighted as follows:

Innovating (Highly Effective) 4.0 points

Applying (Effective) 3.0 points

Developing (Effective) 2.5 points

Beginning (Needs Improvement) 2.0 points

Not Using (Unsatisfactory) 1.0 points

B. The Instructional Practice Score will be calculated using the averages model. When calculating the averages, Domain 1 is weighted at 68%, Domains 2 - 4 are weighted at 32%.

C.

D. **Once the averages are calculated, the Instructional Practice Scale is as follows: Highly Effective: 3.450-4.0; Effective: 2.500-3.449; Needs Improvement: 2.0-2.499; Unsatisfactory: 1-1.999.**

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E. Administrators conducting BrIDGES observations shall be credentialed.

Roster Verification Process

A. For the Student Growth portion of the teacher's evaluation, the Florida Department of Education (FDOE) established a process to permit teachers to review the class roster for accuracy and to correct any mistakes relating to the identity of students of whom the teacher is responsible. The FDOE created an online Roster Verification Tool to allow districts, schools, and teachers to view class rosters.

B. The law requires that a portion of teacher evaluations be attributed to student growth as determined by mandatory State assessment scores and the State Value Added Model (VAM). The intent of the online roster is to allow teachers the opportunity to review their class rosters and confirm/correct any student assignments during the State FTE Survey Period 2 (the week of October 12 – 16 for the 2015 – 2016 school year). These students' assessment scores will be used for the student growth calculation on teacher evaluations for a subset of classroom teachers.

C. The principal retains final decision making in the Roster Verification Process. **The principal's decision is not subject to grievance or appeal.**

Evidences:

A. Domain 1: Observers shall consider supplemental documentation and/or artifacts in support of elements that were rated during the classroom observation and award datamarks accordingly.

B. Domain 2-4: Observers shall consider supplemental documentation, evidences and/or artifacts provided by the educator when assessing an employee's practice and awarding datamarks for these elements.

C. Domain 2-4: With regard to the "Innovating" datamark, observers shall consider all opportunities for an educator to be a "recognized leader" inside and outside of the

worksite with regard to the specified element. Such leadership opportunities may include, but are not limited to: department heads, team leaders, committee chairs/liaisons, stewards, grade chairs, certified trainers, coaches, mentors, club sponsors, experts (as determined by credible third parties). Administrators should give great consideration to encouraging their staff to act as a “leader” in any/all capacities and acknowledge this leadership.

Feedback:

A. Teachers are required to receive feedback after each formal observation within 10 days.

Pre-Conferences:

A. One pre-conference is offered prior to the first formal observation. Educators may request a face-to-face pre-conference and/or use either form A or B (within iObservation) of the Planning Conference Structured Interview forms as a means of pre-conferencing.

B. Observers will notify educators in advance of the date of the formal observation.

C. Observers will make every effort to provide a pre-conference for additional formal observations.

D. For probationary educators, a face-to-face pre-conference prior to the first formal observation will be provided.

Post-Conferences:

A. A face-to-face post conference will be provided after every formal observation, within 10 working days of that observation.

B. Follow-up conferences will be granted at an employee or administrator’s request

C. Both parties highly recommend the use of summary remarks and comments boxes to facilitate communication in areas of growth.

D. Datemarks may be discussed and/or altered during a post-observation conference.

Summary Remarks:

A. After giving a Not Using datemark, administrators shall give feedback to the educator through brief comments, specific actions, and/or summary remarks that promote growth.

Teacher Comments:

A. Comments section will be available for all observations.

Performance Intervention:

- A. Tier One: Once an educator receives 5-7 Beginning/Not Using datamarks, administration is encouraged to have an informal discussion with the educator to share recommended strategies for improvement.
- B. Tier Two: Once an educator receives 8 Beginning and/or Not Using datamarks, an administrator meets with the educator to discuss the areas of concern, implement a cycle of assistance, and explain possible consequences if the employee fails to improve.
- C. Tier Three: Once an educator receives 10 or more Beginning and/or Not Using datamarks, an average IP Score of Needs Improvement or Unsatisfactory, and at least 2 formal and one additional observation, a Performance Development Plan (PDP) may be written. If a plan is developed it shall be done so by a credentialed administrator in collaboration with the educator. A PDP will include identification of the deficiencies, definition of strategies for improvement, definition of an assistance timeline, definition of expected outcomes, definitions of possible consequences for failure to remediate, multiple formal observations, completion of assistance activities, and documentation.
- D. In support of the purpose of the BrIDGES model as a growth tool, administrators will make every effort to allow for a reasonable time for growth between observations.

Student Performance Score (SPS):

- A. The Florida Department of Education will determine and provide Value Added Model ("VAM") scores for educators based on student achievement data.
- B. A teacher's SPS shall be determined in accordance with Florida Statutes.
- C. Commitment to fair and equitable educator evaluations for 2015-2016:
 - 1. Student Performance Assessments to be used in Educator Evaluations continuing in 2015 - 2016:
 - Teacher Group / Assessment
 - FSA Subject / FSA Grade Level (4th-10th) Teachers / FSA Read/Math
 - 7th-9th Grade Algebra I Teachers / Algebra I EOC
 - FCAT Science 8th Grade Teachers / FCAT Science
 - 8th-10th Grade Biology Teachers / Biology EOC
 - 8th-10th Grade Geometry Teachers/ Geometry EOC
 - 10th-11th Grade US History Teachers / US History EOC
 - 7th Grade Civics Teachers / Civics EOC

10th-11th Algebra 2 Teachers / Algebra 2 EOC

Advanced Placement (AP) Teachers / AP Test

2. Student Performance Assessments to be used in Educator Evaluations *NEW* in 2015 - 2016:

Teacher Group / Assessment

Non-FSA Subject/FSA Grade Level (4th-10th) Teachers* / FSA Read/Math

3rd Grade Teachers / FSA Read/Math

2nd Grade Teachers / Primary Reading and Primary Math Test (PRT/PMT)

1st Grade Teachers / Primary Reading and Primary Math Test (PRT/PMT)

Kindergarten Teachers / Early Literacy and Mathematics Skills Checklist

*Includes teachers whose students take the FSA but they are not the primary ELA/Math subject teacher (i.e., Art, Music, PE, Foreign Languages, etc.)

Note: Teachers must have at least 60% of their students taking at least one of the above exams in order to apply these scores towards their Student Performance Score.

Deliberate Practice:

- A. Deliberate Practice will be incorporated as the additional metric of the evaluation system.
- B. Deliberate Practice will be weighted as 1% within the 50% Instructional Practice Score for the 2015-2016 school year. The Deliberate Practice score will be effective (3.0) for every educator that completes the Deliberate Practice self-assessment to allow time to pilot the new process.
- C. Educators will select two elements, from within Domain 1, as the focus for Deliberate Practice. A minimum of one element selected will be from identified "High Probability-Strategies".
- D. Using data to determine areas for growth, educators will complete a self-assessment within iObservation and commit to improving throughout the year in the two elements selected. The educator's self-assessment rating will not count toward their evaluation.
- E. Teachers determine their starting rating on each of the two elements. They must rate themselves as Not Using, Beginning, Developing, or Applying so that growth can be measured.

Educator Development:

- A. Professional learning will be available at an on-going basis for deepening the knowledge and skill at all employee levels.
- B. The City, through the School Board of Broward County, agrees to develop and offer various courses and delivery methods to all educators who wish to increase their awareness and performance in the BrIDGES.
- C. A process shall be developed to assist employees, identified as needing improvement or unsatisfactory, in getting sound professional assistance and development to help correct job performance deficiencies. Other skilled individuals may be assigned, as appropriate, to increase employees' opportunities to succeed.
- D. The City will continue to develop support structures such as mentors, coaches, and peer reviewers.
- E. For the purposes of evaluation, the City agrees to ensure successful completion of the iObservation credentialing program for all observers.

Grievances:

- A. Educators have the right to grieve final ratings of Needs Improvement or Unsatisfactory. A final rating of Effective may not be grieved but an educator may submit a written response which may identify any evaluation discrepancies the educator believes occurred, after a meeting / discussion with the evaluator.

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Communications:

- A. The City will work to provide all educators with greater accessibility to the School Board of Broward County's Evaluation Department personnel in order to provide greater opportunities for direct communication and growth.
- B. The City and BTU will continue to work jointly and collaboratively for the efficient and effective implementation of the BrIDGES system. Both entities agree to jointly share data, shall strive to create joint communiques, and/or will appraise each other of all official communication in the dissemination of information to their stakeholders.

Planned Improvements and Future Components:

- A. Peer Reviewers will assist teachers with performance concerns based on datamarks earned and/or on-going Instructional Practice Scores. Peer Reviewers will provide feedback and enhanced growth opportunities based on effective teaching strategies.

B. Ongoing professional growth opportunities shall be developed, aligned, and implemented within the BrIDGES system.

C. Changes in BrIDGES and other related issues may be required by statute or considered mutually desirable. Accordingly, changes may be made by mutual consent through the process established by the parties to implement this evaluation system. Any ruling by a court of competent jurisdiction overturning all or part of this agreement requires the parties to modify identified sections for the purpose of proper alignment with Florida Statute.

D. Should the Florida Legislature amend any aspects of the instructional evaluation system and/or authorize holding Student Performance Scores in abeyance, the City and the BTU shall meet to negotiate and resolve any conflicts/disputes between this agreement and the new legislative language. In the absence of mutual agreement within forty-five (45) days of the legislative changes on the Instructional Evaluation being signed into law, the City will adhere to the legislative amendments for Student Performance as permitted by law but the BTU and City will continue bargaining the impact, if any, of the amendment. If no agreement is reached within forty-five (45) days of continued bargaining, it will be presumed that the parties have reached impasse and the statutory procedures for resolution of impasse will commence.

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Final Evaluations:

A. Each teacher will be rated either:

1. Highly Effective,
2. Effective,
3. Needs Improvement
4. Unsatisfactory.

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B. A conference will be conducted with each employee to review and sign the final evaluation within iObservation upon those data being provided.

C. An employee may refuse to sign the evaluation. Refusal to sign shall not result in disciplinary action.

20.4 By Florida Statute, teachers hired on or after July 1, 2014 will be placed in the Pay for Performance Compensation System Plan.

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20.5 There are no automatic or guaranteed wage increases or movement in the grandfathered step plan for any subsequent school fiscal year unless negotiated and reflected in a new CBA or Addendum that is ratified by both parties.

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20.6 No teacher's compensation may be adjusted over the maximum salary shown on the schedule.

20.7 The Performance levels convert to salary increases as follows:

PERFORMANCE LEVEL	COMPENSATION ADJUSTMENT (stated as percentage increase to base pay)
highly effective	Annual salary increases 25% above highest salary adjustment provided to employees in the same classification in the grandfathered salary schedule .
Effective	Annual increases- 75% of increases for highly effective teachers.
needs improvement or instruction personnel in the first three (3) years of employment, developing	None
Unsatisfactory	None

20.8 New hired members as of April 1, 2015, will earn an annual bases salary per the attached (Initial Placement Chart for Teachers Hired After April 1, 2015). See Appendix "B", and will be provided credit for up to 13 years of credible teaching experience.

20.9 For the 2015/2016 school year, wages will be adjusted as follows:

- A. Grandfathered Teachers who have not reached the maximum of the pay schedule will receive a \$1,000.00 (One Thousand Dollars) base salary increase, up to the maximum of the pay range.
- B. Grandfathered Teachers who are at the maximum of the pay range will receive a one-time \$500.00 (Five Hundred Dollars and Zero Cents) payment within 45 days of the ratification of this agreement by both parties, as long as they are employed by the Charter Schools on the date of ratification by both parties.

- C. Pay for performance teachers who are not at the maximum of the pay range will receive a base salary increase as stated above.
- D. Pay for performance teachers who are at the maximum of the pay range will receive a one-time bonus payment within 45 days of the ratification of this agreement by both parties calculated as stated above based on performance score.

20.10 For school years 2016-2017 and 2017-2018, wages will be a reopener after annual funding amounts have been determined.

20.11 Employees shall not be required to substitute for absent employees. Where substitutes cannot be obtained for an absent employee, temporary coverage will be worked out mutually by the principal and the affected employees. The principal shall establish a list of volunteers and shall rotate requests for coverage among those who volunteer. Employees who volunteer to increase their normal work load by covering the class of an absent employee when no substitute is available shall have their hourly rate increased by twenty-five (25) dollars during the period spent covering a class (rounded to the nearest half hour). Employees who volunteer to increase their normal work load by accepting a portion of the students assigned to an absent employee in order to cover a class when no substitute is available shall have their daily rate increased by twenty-five (\$25.00) dollars on those days when they accept a portion of the students assigned to an absent employee. Classes will be proportioned as equally as possible. When volunteers substitute by covering other classes, they are responsible to provide adequate planning for their own classes for the following school day. Underpayments: An employee shall be entitled to recover, without penalty to the City, funds due him by reason of errors in applicable regulations affecting pay. This shall be done in conjunction with the employee's next paycheck whenever possible, but in no event shall the payment be made later than the second paycheck after discovery of the error.

20.12 Employees who agree to teach an additional class beyond their normal teaching load shall receive an amount equal to one sixth (1/6th) of their salary.

21.0 REIMBURSEMENT FOR TRAVEL AND EXPENSES

21.1 Employees who use their own vehicle for Employer business shall be reimbursed for parking, tolls, and mileage at the current federal mileage rate. Employees will be reimbursed monthly after submission of mileage log.

21.2 Employees traveling out of town for Employer business shall be reimbursed for receipted expenses pursuant to the City's business expenditure reimbursement policy.

21.3 Reimbursements shall be made in the next pay cycle after submission of expenses or within a month if submitted during the summer break.

22.0 SAVINGS CLAUSE

22.1 This Agreement and all provisions herein are subject to all applicable laws. In the event that any provision of this Agreement is held to violate such laws, said provisions shall not bind either of the parties but the remainder of this Agreement shall remain in full force and effect as if the invalid provision had not been part of this Agreement. In the event of a conflict between the terms of this Agreement and any provision of the Charter School Handbook, the City's Personnel Policies or any City Resolution or Ordinance, the provisions of this Agreement control. All monetary benefits are included in this Agreement and no additional monetary benefit not specifically set forth herein or arising from a past practice carries over to this Agreement.

23.0 INTERNS/STUDENT TEACHERS

23.1 Employees supervising interns/student teachers shall be employees with three (3) or more years of experience. Except at the FSU School, acceptance of responsibility to supervise an intern/ student teacher shall be voluntary.

24.0 DURATION

24.1 This Agreement is for the 2015-16, 2016-17 and 2017-18 school years. There is no promised or implied wage increase beyond June 30, 2016 unless addressed in Addendums per the reopener provision of this Agreement and beyond June 30, 2018 unless that increase is the result of subsequent negotiations as reflected in a ratified Addendum or successor Collective Bargaining Agreement.

24.2 Either party is entitled to reopen the contract for the purpose of negotiating salaries and insurance for the 2016-17 and 2017-18 school years provided a written request is made by May 1, 2016 for the 2016-17 school year and by May 1, 2017 for the 2017-18 school year.

25.0 MANAGEMENT RIGHTS

25.1 The City possesses the right and responsibility to operate and manage all schools, departments and programs and to direct the work forces. The rights, powers, authority, and discretion necessary for the City to carry out these rights and responsibilities shall be limited only by the express terms of this Agreement and shall be exercised in a manner consistent with this Agreement and Florida Statutes. In matters not covered by this Agreement, the City shall have the exclusive right to make administrative decisions.

- A. Consistent with this Agreement, the Management Rights shall include, but not be limited to, the following:
- B. Determine the purpose and mission of the Pembroke Pines Charter Schools, and the department and agencies under its jurisdiction.
- C. Set standards of service to be offered to the public.
- D. Establish employee job descriptions.
- E. Direct its employees and establish standards of performance and conduct, including the right to make reasonable rules and regulations for the purpose of efficiency, safe practices and discipline.
- F. Introduce new, improved or different methods and techniques of operation or work procedure.
- G. Relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.
- H. Take disciplinary action for just cause.
- I. Hire, promote, transfer or assign employees.
- J. Take whatever action may be necessary in unusual and emergency situations.

SIGNATURE PAGE FOLLOWS

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THE CITY OF PEMBROKE PINES

City Manager

Date

**BROWARD TEACHERS UNION LOCAL 1975
AFT, NEA, FEA, AFL-CIO**

President

Broward Teachers Union Representative

Date

ATTEST:

City Clerk

APPROVED AS TO LEGAL FORM:

Office of the City Attorney

Ratified by Bargaining Unit on the ____ day of ____ 2016

Ratified by the City Commission on the ____ day of ____ 2016

APPENDIX "A"
SUPPLEMENTS
(based on SBBC schedule)

TEACHERS

SUPPLEMENTARY PAY SCHEDULE

2015-16

I. High School

A. Department Chairperson

Employees elected under the provisions of Article IX of this agreement shall receive \$156 per employee in department, the number department members to be determined by the principal as of October 1. (Minimum \$717). Career and Technical department chairpersons shall also receive \$156 per non-bargaining unit instructional employee in their department who works a minimum of five (5) hours per day, five (5) days a week or a minimum of thirty (30) hours per week. Adult General Education Department chairperson shall also receive \$156 per non-bargaining unit instructional employee in their department who works a minimum of five (5) hours per day, five days a week or a minimum of thirty (30) hours per week. For purposes of this section. Adult General Education shall be limited to the following centers; Hallandale Adult & Community Center, Whidden-Rogers Education Center, Dave Thomas Education Center, Wingate Oaks Center and the Whispering Pines School.

B. Guidance Directors \$3,298

C. General*

1. Yearbook (not part of class)	\$1,579
2. Newspaper (not part of class)	\$1,579
3. Student Government	\$1,579
4. Debate	\$1,185
5. Drama (per major production)	\$ 788
2. Newspaper (not part of class)	\$1,579
3. Student Government	\$1,579
4. Debate	\$1,185
5. Drama (per major production)	\$ 788
6. Newspaper (part of class)	\$ 788
7. Yearbook (part of class)	\$ 788
8. Literary Magazine	\$ 788
9. Senior Class Sponsor	\$ 788
10. Other Class Sponsor	\$ 392
11. Club Sponsor	\$ 392

12. Forensics	\$1,072
13. Academic Games	\$1,185
14. Inservice Facilitator 0-50 units (51 & up - \$7.17 per unit) Maximum	\$ 521 \$1,043
15. Career Education	\$ 717
16. Bus Duty (Based on number of buses supervised) 1-6 7-12 Above 12	\$ 359 \$ 717 \$1,076
17. Textbook Chairperson 1-700 (based on student population of October FTE count) 701-1,400 1,401-above	\$ 717 \$1,076 \$1,434
18. Media Center Director (Directing two or more bargaining unit employees)	\$1,185
19. Sports for Athletics with Disabilities (4)	\$ 717
20. Academic Competition (1)	\$ 717
21. National Honor Society	\$1,185
22. Media Center Coordinator (Directing one or more employees)	\$ 559
23. Florida Future Educators of America	\$ 782
24. UrbanTeacher Academy Mentor	\$ 750

D. Athletics*

1. Yearly Positions	
a. Athletic Director (Boys & Girls)	\$4,490
b. Assistant Athletic Director (Boys & Girls)	\$2,169
c. Head Trainer (Boys & Girls)	\$2,604
d. Assistant Trainer (Boys & Girls)	\$1,735

NOTE: Trainer position maybe divided into three (3) sport seasons, Fall- 40%, Winter – 30%, and Spring – 30%

e. Intramurals	\$1,076
2. Head Coaches	
a. Head Football	\$3,038
b. Head Basketball (Boys Team) (Girls Team)	\$2,604 \$2,604
c. Head Track (Boys Team) (Girls Team)	\$2,169 \$2,169
d. Head Baseball	\$2,169
e. Head Softball	\$2,169
f. Head Soccer	\$2,169
g. Head Wrestling	\$2,169
h. Head Cheerleader	\$2,169
i. Head Tennis (Boys Team) (Girls Team)	\$1,302 \$1,302
3. Head Coaches – Two (2) Teams	
a. Head Cross-Country (Boys & Girls Team)	\$1,579

* When in excess of regular teaching load and recommended by the principal.

(1) The six (6) supplements that are available for each high school and middle school are computer, mathematics, science, social studies, academic games and language art competition. Elementary schools may select one of these six (6).

(4) The selected teacher may receive this designated amount per sport, per season, with a maximum of three (3) sports.

b. Head Golf (Boys & Girls Team)	\$,1579
c. Head Drill Team	\$1,735
d. Head Volleyball (Varsity & J.V. Team)	\$2,366
e. Head Swimming (Boys & Girls Team)	\$2,761
f. Gymnastics (Boys & Girls' Team)	\$1,579
g. Water Polo (Boys & Girls' Team)	\$1,579
h. Cheerleader (Varsity & J.V.)	\$2,761
i. Girls Head Flag Football (Varsity & J.V. Teams)	\$2,366
j. Head Tennis ((Boys & Girls Team)	\$1,579

4. Assistant Coaches

a. Assistant Football	\$2,169
b. Assistant Basketall	\$1,735
c. Assistant Wrestling	\$1,735
d. Assistant Cheerleader	\$1,302
e. Assistant Track	\$1,735
f. Assistant Swimming	\$1,302
g. Assistant Softball	\$1,302
h. Assistant Soccer	\$1,302
i. Assistant Baseball	\$1,302

5. If a school has only one (1) team in the following sports, the head coach's supplement would be as follows:

a. Swimming	\$1,973
b. Volleyball (Varsity)	\$1,579
c. Volleyball (J.V.)	\$1,185
d. Golf	\$1,185
e. Cross Country	\$1,185
f. Water Polo	\$1,185
g. Gymnastics	\$1,185
h. Girls Fla Football (Varsity)	\$1,579
i. Girls Flag Football (Junior Varsity)	\$1,185

E. Music*

1. Band Director	\$2,761
2. Vocal Director/Orchestra	\$2,152
3. Music Assistant	\$1,185

F. The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operations, and will fall in the range of \$359-717. Supplements may be divided by employees provided that the amount of time that is required for the positions is divided proportionately.

II. Middle School

A. Department Chairperson and/or Team Leader

Employees elected under the provisions of Article IX of this agreement shall receive \$156 per employee in department or on team, the number of department members to be determined by the principal as of October 1. (Minimum \$717.)

B. Guidance Director \$2,886

C. General*

- 1. Student Government \$1,185
- 2. Academic Games \$1,185
- 3. Junior Honor Society \$392
- 4. Inservice Facilitator \$521
(51 & up - \$7.17 per unit maximum \$1,043)
- 5. Career Education \$717
- 6. Bus Duty (Based on number of buses supervised) 1-6 \$358
7-12 \$717
above 12 \$1,076
- 7. Textbook Chairperson 1-700 \$717
(Based on student population of October FTE counts) 701-1,400 \$1,076
1,401-above \$1,434
- 8. Media Center Director (Directing two [2] or more bargaining unit employees) \$1,185
- 9. Sports for Athletics with Disabilities \$717
- 10. Media Center Coordinator (Directing one [1] or more employees) \$358
- 11. Florida Future Educators of America \$782

D. Athletics*

- 1. Athletics Director \$1,995
- 2. Cross-Country (Boys' & Girls' Team) \$1,302
- 3. Wrestling \$1,302
- 4. Tennis (Boys' & Girls' Team) \$1,302
- 5. Softball (Boys' & Girls' Team) \$1,302
- 6. Basketball (Boys' & Girls' Team) \$1,302
- 7. Track (Boys' Team) \$1,302
(Girls' Team) \$1,302
- 8. Field Events \$1,302
- 9. Swimming (Boys' & Girls' Team) \$1,302

When excess of regular teaching load and recommended by the principal.

- (4) The selected teacher may receive this designated amount per sport, with a maximum of three
- (3) sports.

10. Volleyball (Boys' Team)	\$1,302
(Girls' Team)	\$1,302
11. Gymnastics (Girls' Team)	\$1,302
12. Soccer	\$1,302
13. Cheerleaders	\$1,302
14. Intramurals	\$1,302
15. Flag Football (Boys' & Girls' Team)	\$1,302
E. Music*	
1. Band or Orchestra	\$1,185
2. Vocal Director	\$1,185
3. Music Assistant	\$ 788
F. Academic Competition (1)	\$ 717
G. The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operation, and will and will fall in the range of \$359-717. Supplements may be divided by employees provided that the amount of time that is required for the positions is divided proportionately.	

III. Elementary School

A. Grade Level Chairperson and/or Team Leader

Employees elected under the provisions of Article IX of this agreement shall receive \$156 per employee in grade level or on team (Minimum \$717.)

B. General*

1. Safety Patrol	\$ 359
2. Inservice Facilitator 0-50 units	\$ 521
(51 & up) - \$7.17 per unit	
maximum	\$1,043
3. Career Education	\$ 430
4. Bus Duty 1-6	\$ 359
7-12	\$ 717
above 12	\$1,075
5. Textbook Chairperson 1-700	\$ 717
(Based on student population as of October FTE count) 701-1,400	\$1,075
1,401 & up	\$1,434
6. Sports for Athletics with Disabilities (4)	\$ 717
7. Environmental Science Coordinator	\$ 458
8. Academic Competition	\$ 717
9. Media Center Coordinator (Directing one [1] or more employees)	\$ 359

C. The principal may recommend additional task assignments to the Area Superintendent for approval which will improve the school's program and/or operation, and will and will fall in the range of \$359-717. Supplements may be divided by employees provided that the amount of time that is required for the positions is divided proportionately.

IV. Special**

A. School Social Worker	\$2,835
B. Psychologists	\$3,815
C. Intervention Team Leader	\$2,521
D. Instructional Coach (if second beginning teacher, additional \$550)	\$1,161
E. School Liaison	\$ 638
F. Professional Development Network	\$ 652
G. ESE District and Area Monitor/Specialist	\$1,174
H. ROTC:	
1. Instructor in Charge	\$1,305
2. Instructor Responsible for Equipment	\$ 652
I. Physical Education Networking Team (nine [9] people)	\$1,956
The district will select two (2) additional employees to receive supplements to provide technical assistance at the district level to the teams working in ESE Centers.	
J. Broward School Board At-Risk Certification (5)	\$2,217
K. Guild Teachers (Mentoring other teachers for a total of fifty (50) hours (NBPTS teachers who are mentoring under the state program are not eligible for this stipend)	\$ 870
(If NBPTS teachers who are not mentoring under the state program are eligible for this stipend)	

**When in excess of regular teaching load and recommended by the principal.*

**When in excess of regular duty hours and recommended by the supervisor.*

- (1) The eight (8) supplements that available for each high school and middle school are computer, mathematics, science, social studies, academic games, ESOL Academic Competition Coordinator, Foreign Language Academic Competition Coordinator, and language art competition. Elementary schools may select one of these eight (8).
- (2) There shall be one (1) of each of these supplements within the district with the exception of the Future Business Leaders of America for which there shall be two (2) supplements.
- (4) The selected teacher may receive this designated amount per sport, per season, with a maximum of three (3) sports.
- (5) Effective with the commencement of the second year of this contract, the actual amount of the supplement will be prorated by the time spent in direct instruction on a dropout prevention program. For example, a teacher with five (5) period of dropout prevention will receive the full \$2,217. A teacher with three (3) period of dropout prevention will earn 3/5 of the supplement (\$1,330).

L. Southeastern Consortium for Minorities in Engineering (SECME) (6)	\$1,462
M. Rover-Year Round Education (Hallandale Elem. only)	\$ 717

- N. Assistant Grade Level Chairperson – Year Round Education (Hallandale Elem. only). Employees elected under the provisions of Article IX shall Receive \$156 per employee in department, the number of department Members to be determined by the principal as of October 1. (Minimum \$717.)
- O. National Board for Professional Teaching Standards

The greatest of 5% of base salary or 2,438
5% of base salary

- P. Broward County Recognition Program

Note: Teachers shall receive this supplement for as long as they hold their national recognition certification.

Q. ESE Specialist	\$ 935
R. Speech/Language Pathologist	\$ 935
S. Family Counselor	\$1,100
T. Speech Language Pathologist (National Clinical Certification) (paid in additions to item R above)	\$1,100
U. Testing Coordinator	\$1,100
V. ESOL Coordinator	
1-75 ESOL Students	\$ 675
76-150 ESOL Students	\$ 900
151 or more ESOL Students	\$1,150
W. Itinerant Visually Impaired Teachers	\$3,000
V. Career, Technical & Adult Education* (2)	
A. Future Farmers of America	\$ 717
B. Future Business Leaders of America	\$ 717
C. Cooperative Education Club of Florida	\$ 717
D. Health Occupation, Student Assoc.	\$ 717
E. Florida Homemakers Assoc/Home Economics Related Occup	\$ 717
F. Skills, USA	\$ 717
G. Distributive Education Clubs of America	\$ 717
H. Florida Industrial Arts Student Association	\$ 717
VI. District Coordination of Academic Games* (3)	
A. Academic Games Competition:	
1. Elementary	\$ 652
a. North Area	\$ 261
b. North Central Area	\$ 261
c. South Area	\$ 261
d. South Central Area	\$ 261
2. Middle	\$ 717
3. High	
B. Computer Competition:	
1. Elementary	\$ 717
2. Middle	\$ 717
3. High	\$ 717

C. Language Competition:	
1. Elementary	\$ 717
2. Middle	\$ 717
3. High	\$ 717
D. Mathematics Competition:	
1. Elementary	\$ 717
2. Middle	\$ 717
3. High	\$ 717
E. Science Competition:	
1. Elementary	\$ 717
2. Middle	\$ 717
3. High	\$ 717
F. Social Studies Competition:	
1. Elementary	\$ 717
2. Middle	\$ 717
3. High	\$ 717
G. Foreign Language Competition:	
1. Elementary	\$ 717
2. Middle	\$ 717
3. High	\$ 717

**When in excess of regular teaching load and recommended by the principal.*

**When in excess of regular duty hours and recommended by the supervisor.*

(2) There shall be one (1) of each of these supplements within the district with the exception of the Future Business Leaders of America for which there shall be two (2) supplements.

(3) These are districtwide supplements and there shall be one for each supplement listed in Section VI in the district. The County Curriculum Council may recommend bargaining unit members to fill these positions to the Deputy Superintendent, Educational Programs and Human Resource Department.

(6) SECME supplements are available to high schools and middle schools who qualify for the SECME Program and are approved by the Board pursuant to district guidelines.

APPENDIX "B"

INITIAL PLACEMENT CHART

Initial Placement Chart For Teachers Hired After April 1, 2015

Years of Experience			Approved Salary Schedule
0			\$ 39,000
1			\$ 39,180
2			\$ 39,180
3			\$ 39,180
4			\$ 39,180
5			\$ 39,475
6			\$ 39,775
7			\$ 39,775
8			\$ 40,075
9			\$ 40,375
10			\$ 40,714
11			\$ 41,110
12			\$ 42,150
13+			\$ 42,150