THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT

THURSDAY, MAY 21, 2026 4:00 PM
Plantation High School
6901 NW 16th Street,
Plantation, FL 33313

# AGENDA FOR QUASI-JUDICIAL HEARING

QUASI-JUDICIAL HEARING CAN BE VIEWED VIA LIVE STREAM OVER THE INTERNET ON THE DISTRICT'S WEBSITE (www.browardschools.com).

School Board meetings will be held with Board Members being physically present and via electronic communication. This advertised Special School Board Meeting will be accessible virtually. Pursuant to School Board Policy 1020, no public comments will be permitted when the Board acts in its quasi-judicial function, such as during bid protests or employee discipline proceedings pursuant to Florida Statute, Chapter 120.

## CALL TO ORDER

## PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

## ADDED / CHANGED ITEMS

## CLOSE AGENDA

## PURPOSE OF MEETING

For The School Board of Broward County, Florida to conduct official business of the District, and any other items the Board deems necessary.

## SUPERINTENDENT'S RECOMMENDATION(S)

1. **Impasse Hearing - Federation of Public Employees (FOPE)**
   Conduct a public hearing at which the parties shall be required to explain their positions, and, thereafter, take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve all disputed impasse issues.

   Supt Recommendation - FOPE.pdf
   FOPE 4 Articles.pdf
   FOPE Clerical Articles.pdf
   FOPE Food Service Articles.pdf
   2027 Health Insurance Changes.pdf

## ADJOURNMENT

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex or sexual orientation. The School

Board also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or email eeo@browardschools.com.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act Amendments Act of 2008, (ADAAA) may call Equal Educational Opportunities/ADA Compliance Department at 754-321-2150 or email eeo@browardschools.com. Language Interpretation/Translation Services are available for the public upon request to the Bilingual/ESOL Department by emailing ESOLRequests@browardschools.com.

Any person who decides to appeal any decision made at a meeting(s) announced by this Notice with respect to any matter considered at such meeting(s) will need a record of the proceedings and for such purpose may need that a verbatim record of the proceeding is made, which records testimony and evidence upon which the appeal is to be based.

Telephone conferencing or other telecommunications technology may be used in conducting this public meeting to permit absent Board Members to participate in discussions, to be heard by other School Board Members and the public, and to hear discussions taking place during the meeting. Notice is hereby given that two or more Board Members of The School Board of Broward County, Florida, may be participating.

Status: ORIGINAL

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

| | |
|---|---|
| 2026-05-21 | Quasi-Judicial Hearing |
| **CATEGORY:** | CC. Office of The Superintendent |
| **DEPARTMENT:** | Chief Human Resources Officer |

| | |
|---|---|
| Agenda Item Number: | 1. |
| Consent or Open Item: | Open |
| Special Order: | YES |
| Time for Special Order: | 16:00 |

**TITLE:**

**Impasse Hearing - Federation of Public Employees (FOPE)**

**REQUESTED ACTION:**

**Conduct a public hearing at which the parties shall be required to explain their positions, and, thereafter, take such action as it deems to be in the public interest, including the interest of the public employees involved, to resolve all disputed impasse issues.**

**RATIONALE:**

Impasse Hearing - FOPE will be held at Plantation High School, Thursday, May 21, 2026, at 4:00 PM.

**EXHIBITS:**

- Supt Recommendation - FOPE
- FOPE 4 Articles
- FOPE Clerical Articles
- FOPE Food Service Articles
- 2027 Health Insurance Changes

**FINANCIAL IMPACT:**

**STRATEGIC PLAN ALIGNMENT:**

**Student Focus Outcomes**

**OR** • **Business Operations**

**BOARD ACTION:**

(For Official School Board Records Only)

**SOURCE OF ADDITIONAL INFORMATION**

| | | | |
|---|---|---|---|
| Name: | David Azzarito | Phone: | 754-321-2140 |
| Name: | | Phone: | |

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Senior Leader & Title

Dr. Ernie Lozano, Chief Human Resources Officer

Signature

Dr. Ernie Lozano, Chief Human Resources Officer

Electronic Signature

Form $4189 Revised 7/24

HH/JJS

Approved in Open Board Meeting On: May 5, 2026

By: _____

School Board Chair

Established 1915
BROWARD
County Public Schools

**OFFICE OF THE SUPERINTENDENT**
**DR. HOWARD HEPBURN**
**SUPERINTENDENT OF SCHOOLS**

**PHONE:** 754-321-2600 **FAX:** 754-321-2701 **EMAIL:** superintendent@browardschools.com

May 15, 2026

TO: School Board Members

FROM: Dr. Howard Hepburn
Superintendent of Schools

SUBJECT: **SUPERINTENDENT RECOMMENDATION FOR RESOLVING THE COLLECTIVE BARGAINING AGREEMENT IMPASSE BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA (SBBC), AND THE FEDERATION OF PUBLIC EMPLOYEES, AFL-CIO**

As you are aware, on December 18, 2025, following a reasonable period of negotiation between the Federation of Public Employees ("FOPE" or "Union") and the School Board's negotiation team, the District declared impasse. The impasse was declared with all three (3) FOPE bargaining units; Federation of Public Employees, AFL-CIO (Maintenance, Facilities Service, Transportation, Security) ("FOPE 4"), FOPE (Secretarial/Clerical), and FOPE (Food Service). After the District declared impasse, a special magistrate was appointed by the Public Employees Relations Commission pursuant to Fla. Stat. 447.403.

On March 19, 2026, via email with FOPE's representatives and again memorialized in a document signed by the union President, the parties agreed to waive the special magistrate hearing and proceed directly to resolution of the impasse by the School Board. Additional bargaining sessions were held between the parties, including a final one on Friday, May 8, 2026, in an attempt to resolve the issues prior to the scheduled impasse hearing before the School Board.

Two articles per FOPE bargaining unit remained at issue:

1. FOPE 4 CBA: Article 15 (Insurance); Article 16 (Wages)
2. FOPE (Secretarial/Clerical): Article 18 (Insurance); Article 12 (Salary and Related Benefits)
3. FOPE (Food Service): Article 15 (Insurance Coverage); Article 14 (Salary and Benefits)

My recommendation for settling the disputed impasse issue for all three FOPE (3) bargaining units is as follows:

- I recommend the Insurance Articles of the three (3) FOPE bargaining units be amended as provided in the attached proposals made by the District on May 8, 2026.
- I recommend the Health Insurance Plan Design be amended as provided in the attached proposals, originally made by the District on September 25, 2025.
- I recommend the Employee-Only Contribution Rates be created as provided in the attached proposal made by the District on May 8, 2026.
- I recommend the Wages (and Salary and Benefits) Articles of the three (3) FOPE bargaining units be amended as provided in the attached proposals made by the District on May 8, 2026.

HH/EL:kcf
Attachment(s): FOPE 4 Articles
FOPE Clerical Articles
FOPE Food Service Articles
One-Pager - 2027 Health Insurance Changes

c: Kathy Dupuy-Bruno, General Counsel
Dr. Ernie Lozano, Chief Human Resources Officer
David Azzarito, Executive Director – Professional Practices/Labor Relations
Fabian A. Ruiz, Outside Labor Counsel for the District
Daniel Reynolds, FOPE President
Mark Richards, Counsel for FOPE
Kathy Phillips, Counsel for FOPE

# ARTICLE 15
# INSURANCE

## A. INSURANCE

1. Employees who are eligible for fringe benefits shall have access to the Cafeteria Plan established by the School Board without cost to the District.

2. Benefits start the first of the month after ninety (90) days as a permanent employee.

3. The District shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1¼) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), and subject to a minimum of seven thousand dollars ($7,000) and a maximum of fifty thousand dollars ($50,000). The employees shall have the option of purchasing at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars ($1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy provided by the District.

   Each employee may also, at the employee's expense through a direct pay method, to convert the Group Term Life Insurance to an individual life insurance policy upon retirement or termination of employment in accordance and subject to the provisions of the group life insurance policy.

4. **DENTAL & HEALTH INSURANCE:** The District shall pay the following premiums for individual employee's health and dental insurance for the life of this contract.

   a. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month toward the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

   b. The District agrees to pay 100% of the cost of the health insurance premium equivalent for employee-only coverage for the ~~three (3) Premier Plus Plan, Premier Plan, and~~ Premier Choice Plan. Employees will also have the option ~~for the~~

~~selection of~~ to select the Premier Plus ~~and~~ or the Premier Plans, to include employee contributions, through payroll deductions. Employees will continue to pay the cost of the health insurance premium for any coverage selected, other than employee-only coverage.

In addition to the District agreeing to pay 100% of the cost of the health insurance premium for employee-only coverage for the Premier Choice Pan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs in the District and the employees who join the enhanced primary care provider. There will be no additional cost to the employee in connection with signing up with any such enhanced primary care provider the District contracts with.

For future plan years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

c. Either party may demand negotiations through the Superintendent or designee to amend benefit levels for the specific purpose of cost containment, (e.g., co-payments, deductibles, etc.) or benefit improvements.

All new employees must elect to enroll in the District offered Premier Choice plan for the first three (3) years of employment, if they do not voluntarily decline such insurance. Thereafter, the employee may elect to remain in the Premier Choice plan or elect a different Medical plan during the upcoming Open Enrollment period, effective for January 1st of the following year.

d. Benefit levels, plan design, cost containment for the plan, premium contributions and benefit improvements will be reviewed annually by the Superintendent Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about benefit levels, plan design, cost containment for the plan and benefit improvements. e

e. An employee eligible for health insurance may voluntarily decline such insurance. Beginning in the 2024 Open Enrollment Period, an employee declining medical insurance for the first time, shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period. Employees choosing not to participate in the School Board of Broward County's medical insurance program, shall receive ~~seven hundred fifty~~ one thousand dollars and no cents ($~~750~~.1,000.00) per year (opt-out dollars) only if such proof of coverage is provided. If employee does not provide proof of other medical insurance, the employee will not receive any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.

f. During the Benefits Onboarding process, new employees shall be informed in writing, of the date on which their health insurance becomes effective.

5. **DISABILITY INSURANCE:** The District shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. Each employee shall have the option, at the employee's expense through payroll deduction to purchase Enhanced Disability Insurance. In computing a bargaining unit member's disability pay, the actual number of workdays shall include all paid holidays.

6. **LIABILITY INSURANCE:** The District shall provide Liability Insurance at no cost to employees in an amount of five hundred thousand dollars ($500,000) for each employee in case of suit arising from or in the performance of the employee's duties.

7. **ANNUITY PROGRAMS:** The District shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.

8. **VISION INSURANCE**: The District shall provide without cost to employee a vision insurance program in accordance with the terms and benefits provided in the summary plan description.

9. The Board and the FOPE agree that the Insurance Article shall annually be subject to negotiations.

10. **FOURTH TIER:** The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses School Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the School District ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.

B. **CAFETERIA PLAN**

1. Employees who are full-time bargaining unit members including those on Board-approved leave but excluding those on sick leave or disability leave shall have access to the "Cafeteria Plan" established by the Board. Part-time unit members and members on unpaid Board-approved leave are not eligible to participate in the plan. The following criteria shall apply to the granting of cafeteria insurance benefits:

2. The District will provide twenty-five dollars and zero cents ($25.00) per month not to exceed $300 per employee per school year. Employees hired after the commencement of the school year shall receive twenty-five dollars and zero cents ($25.00) per month for each full month of employment.

3. Employees on a District-paid leave that provides less than 100 (100%) percent salary shall receive a percentage of the twenty-five

dollars and zero cents ($25.00) per month cafeteria payment equal to the percentage of their salary while on leave.

4. The specific benefit components of the cafeteria program shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.

C. **RETIREMENT**

Any employee at retirement or their beneficiary if service is terminated by death, shall be provided terminal pay.

1. Such terminal pay shall not exceed an amount determined as follows:

   a. During the first three (3) years of service:

      i. The affected employee's daily rate of pay on July 1, 1994, multiplied by 35 percent multiplied by the number of unused sick leave days held on July 1, 1994.

      ii. The affected employee's daily rate of pay at the time sick leave is earned times 35 percent times the number of days of accumulated sick leave earned after July 1, 1994.

   b. During the fourth (4th) through (6th) years of service:

      i. The affected employee's daily rate of pay on July 1, 1994, multiplied by 40 percent multiplied by the number of unused sick leave days held on July 1, 1994.

      ii. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 40 percent multiplied by the number of accumulated sick leave earned after July 1, 1994.

   c. During the seventh (7th) through ninth (9th) years of service:

      i. The affected employee's daily rate of pay on July 1, 1994, multiplied by 45 percent multiplied by the number of unused sick leave days held on July 1, 1994.

ii. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 45 percent multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

d. During the tenth (10th) through the twelfth (12th) year of service:

i. The affected employee's daily rate of pay on July 1, 1994, multiplied by 50 percent multiplied by the number of unused sick leave days on July 1, 1994.

ii. The affected employee's daily rate of pay at the time sick leave* is earned multiplied by 50 percent multiplied by the number of days accumulated sick leave earned after July 1, 1994.

e. During and after the thirteenth (13th) year of service:

i. The affected employee's daily rate of pay on July 1, 1994, multiplied by the number of unused sick leave days held on July 1, 1994.

ii. The affected employee's daily rate of pay at the time sick leave is earned* multiplied by the number of days of accumulated sick leave earned after July 1, 1994.

f. No employee who meets the eligibility requirements listed above may receive any compensation for sick leave payments unless they sign and execute the Payment of Sick Leave Upon Retirement Agreement provided by the Superintendent. This agreement requires the retiring Board employee to seek, accept and cash the first retirement benefit check issued by the Florida Retirement System. The employee must qualify for "normal retirement" which under this policy shall mean retirement under the Florida Retirement System or any other plan established by the Legislature with either full or reduced benefits as provided by law. Normal retirement shall not be interpreted to include disability retirement.

*Note: At the time sick leave is earned shall be interpreted to mean the value of sick leave at the end of each school year or at the time the affected employee retires, whichever comes first.

## ARTICLE 16
## WAGES AND SALARY

A. Employees who are employed in the bargaining unit in an active status as of the date of Board approval of this Agreement will receive as follows for each:

For the 2025-2026 school year, there will be no salary increases, bonuses, step increases, or any other increases to employee compensation. For sake of clarity, the Referendum Supplement referenced in section G of this Article shall remain in effect in accordance with the terms provided therein.

~~For the 2024-2025 school year, bargaining unit employees who are in an active status of the date of Board approval, shall receive a 3.0% increase to base pay effective July 1, 2024, except as otherwise indicated below. In the event that additional funding becomes available for the 2024-2025 school year, the parties agree to reopen for wages only.~~

**MAINTENANCE:**

**FACILITIES SERVICE:**

**SECURITY:**
~~Campus Monitors shall maintain the same minimum range for all new employees.~~

~~Security Specialists shall receive one step. Security Specialists on the top of the steps will receive the equivalent 3% as a one-time payment.~~

~~Armed Safe School Officers will receive a 1% increase to their base rate and also advance one step. The starting salary step will remain at Step 0.~~

**TRANSPORTATION:**
~~Effective the date of school board approval, the starting rate of pay for Bus Operators will be increased to twenty-one (21.00) an hour.~~

~~Effective the date of Board approval, the salary hourly rate for Bus Operators currently place on step 1 through step 5 on the salary schedule will be adjusted as follows:~~

| STEP | ~~Current Salary Rate~~ | ~~New~~ Current Salary Rate |
|---|---|---|
| 1 | ~~$18.45000~~ | $21.00000 |
| 2 | ~~$18.70625~~ | $21.75000 |

| | | |
|---|---|---|
| 3 | ~~$19.21875~~ | $22.50000 |
| 4 | ~~$19.98750~~ | $23.75000 |
| 5 | ~~$22.03750~~ | $25.00000 |

~~Effective July 1, 2024, the salary hourly rate for Bus Operators currently placed on step 6 through 7 on the salary schedule will be increased as follows: Step 6 - $27.500000 and Step 7 - $29.00000.~~

~~Effective July 1, 2024, the salary hourly rate for Bus Attedants currently placed on step 1 through step 4 on the salary schedule will be increased as follows: Step 1 - $17.00000; Step 2 - $19.25000; Step 3 - $21.75000; Step 4 - $24.25000.~~

~~For the 2024-2025 school year only, the District will provide a $1,000 sign-on bonus for newly hired employees.~~

The Board reserves the right to establish and maintain and/or abolish positions defined as "leadperson." Such "leadpersons" rate of pay will be no greater than thirty-five ($.35) cents per hour above that of the highest paid unit employee in the classification which he leads. When, in the opinion of the Board, new job classifications are needed, job descriptions for such new classifications shall be prepared by the Board and copies furnished to the FOPE.

C. 1. Step advancements shall occur only when negotiated between the parties.

2. All **retroactive** wages due under the terms of this Agreement shall be paid no later than thirty (30) days after Board approval of this Agreement.

3. Retroactive wages include wages earned at the employee's straight rate of pay as well as wages earned at the employee's overtime rate of pay for job #1.

4. Summer school will be paid at the rate of the previous school year.

5. The parties agree that employees shall be compensated in accordance with the salary schedules attached hereto.

**Hazardous Duty Pay for BECON:** Employee assigned to BECON in the classification of Electronic Technician and Heavy Equipment Operator shall receive hazardous duty pay in the amount of $0.25 per hour additional compensation added to their base pay amount.

6. For maintenance and facilities service employees, the actual step numbers listed in the Collective Bargaining Agreement may differ on the PAF (Personnel

Action Form) and in payroll due to computer programming; however, the salary is the same.

7. **Security Supplement**

For the 2022-2023 school year Security Specialists, Campus Monitors, and Armed Safe School Officers assigned as "Floaters" shall receive an annual supplement of $750.

8. **Bus Operators and Attendants Training Wages**

Bus Operators and Attendants in training shall be paid at the minimum wage rate. The drivers who are trained by the District are required to remain continuously employed with the Student Transportation & Fleet Services Department for a period of one (1) year after the final date of bus operator training, otherwise they shall reimburse the District all monies earned during said training. This provision shall not apply to employees who are terminated during their probationary period.

9. **Crowd Control**

Security Specialists, Campus Monitors and Guardians performing their crowd control duties shall be paid in accordance with the Fair Labor Standards Act.

10. **Armed Safe School Officer Resignation in Good Standing**

Armed Safe School Officers who resign in good standing, if reemployed within two (2) years from the effective date of resignation and hold the required certification shall be placed on step 1.

**D. SALARY PAYMENTS:**

For payroll purposes, the work week shall be defined as Monday through Sunday. In any school year, the net pay amounts on the first and last paychecks of the year may vary. Guardians, Campus Monitors and Security Specialists working less than a 244-day calendar shall select one of the following salary payment options:

1. **Year-round pay:** Employees selecting this option shall determine the dollar amount to be deducted from their bi-weekly paychecks to cover the summer paychecks. Employees choosing this option shall be paid via direct deposit into the employee's bank, savings and loan institution, or credit union

account. Employees shall also have the option of selecting the number of summer pays to be received during the summer months. No deductions for health insurance, union dues, or TSAs shall be made from summer payments. Newly hired employees who are hired after the close of the enrollment period for this payroll option who desire year-round pay must make this selection at the time of employment.

OR

2. **Contractual pay (No summer paychecks):** The employee's salary shall be paid in bi-weekly payments throughout the contractual year. Beginning on July 1, 2006, the bi-weekly pay amounts shall be equalized except for the first and last pay period in the contract year. Under this plan, the employee's salary will be paid in full by the conclusion of his/her calendar and the employee shall not receive summer pay checks. This selection shall be the default selection for employees who fail to make a selection during the payroll options period and shall be paid via direct deposit to the financial institution of the employee's choice.

OR

3. **Summer Savings Account:** The employee's salary shall be paid in bi-weekly direct deposit payments throughout the contractual year. Beginning on July 1, 2006, the bi-weekly pay amounts shall be equalized except for the first and last pay period in the contract year. Under this plan, the employee's contract will be paid in full by the conclusion of his/her calendar. The employee will have the option to open a summer savings account at the financial institution of his/her choice at any time during the fiscal year and may opt to have the deduction amount of his/her choice paid into the summer savings account.

Employees shall be eligible to change options once annually prior to the beginning of each fiscal year. Employees will not be allowed to change options during the course of a fiscal year.

Transportation employees who work less than a 244-day calendar shall have the opportunity to participate in the Summer Savings Option.

It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) days from the date of Board approval.

**E. DIRECT DEPOSIT:**

Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. Direct deposits shall be deposited in no more than two direct deposit accounts.

Employees shall be required to have their salaries paid via direct deposit, no later than July 1, 2007, to the financial institution of their choice or via payroll card.

## F. SECURITY SPECIALIST CAREER INCENTIVES

1. Employees shall be eligible for a career incentive payment on the employee's anniversary date. Effective July 1, 2007, eligible employees shall be identified on a quarterly basis for the fiscal year. One (1) lump-sum payment, less applicable taxes and/or deductions shall be made no more than thirty (30) days from the quarterly report to each eligible employee identified within a respective quarter. Employees shall be compensated according to the schedule listed below:

| | | | |
|---|---|---|---|
| a. | Completion of 5th year | = | $500.00 |
| b. | Completion of 10th year | = | $1,000.00 |
| c. | Completion of 15th year | = | $1,500.00 |
| d. | Completion of 20th year | = | $2,000.00 |

2. **Security Specialist Trainer Incentive**

Security Specialists who provide training during the sixteen (16) hours of Security Specialist training and the eight (8) hours of Campus Monitor training, as set forth in Article 14, Section A, of this Agreement, will receive a pay supplement of ten ($10) dollars per hour for every hour that they provide training. The pay supplement is available to a maximum of seven (7) trainers and for each trainer, up to a maximum of twenty-four (24) hours.

G. **Referendum Funds:** For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, all bargaining unit employees in the FOPE 4 bargaining unit whose effective start date is on or before July 1st, of each of the school years covered by this MOU, will receive a Referendum Supplement equal to five and one-half percent (5.5%) of base salary. Newly hired employees after the commencement of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplements.

The Referendum Supplement proceeds will be effective July 1st of each respective school year covered by this MOU. This Supplement will continue to be an aggregate amount equal to five and one-half percent (5.5%) of the base salary of those employees, inclusive of fringe expenses.

Referendum Supplements are pensionable and shall be paid in equal installments per pay period for the employee. Employees who separate from employment before the end of the next fiscal year shall receive a pro-rata

portion of the Referendum or Equity Supplements commensurate with the portion of the year actually worked by the employee.

In the event that SBBC collects additional Referendum Funds for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, the parties will agree on a distribution of said additional funds to eligible employees in the FOPE 4 bargaining unit annually.

H. **FACILITIES SUPPLEMENTS:**

Supplements may be paid to employees, in accordance with this provision, where the employee is the person principally assigned to the duty and the duty is performed, at least in part, beyond normal working hours. Upon the written recommendation of the principal, an employee shall receive a supplement in accordance with this Article.

The supplemental positions listed for bargaining unit employees shall be posted prior to the ending of each school year. The positions shall first be offered to any bargaining unit member, with preference given to the most senior bargaining unit member at the work location.

1. Textbook Chairperson

   (Based on student population of October FTE count)

| Number | Supplement |
|---|---|
| | |
| 1-6 | $359 |
| 7-12 | $717 |
| above 12 | $1076 |

2. Non-Specific Supplement $312-$625
   (Discretion of Administration)

3. Bus Duty

| Number | Supplement |
|---|---|
| | |
| 1-6 | $359 |
| 7-12 | $717 |
| above 12 | $1076 |

4. Facilities employees performing the same supplemental duties as teachers shall receive the same compensation for the respective supplemental position contained in the supplemental pay schedule of the Broward Teachers Union bargaining Agreement. Employees performing supplemental duties that are less responsible in nature than the full duties of the supplemental position shall receive a non-specific supplement.

# ARTICLE 12
# SALARY AND RELATED BENEFITS

## A. SALARY

For the 2025-2026 school year, there will be no salary increases, bonuses, step increases, or any other increases to employee compensation. For sake of clarity, the Referendum Supplement referenced in Section A of this Article shall remain in effect in accordance with the terms provided therein.

~~For the 2024-2025 school year, bargaining unit employees who were in an active status as of the date of Board approval, will receive 3.0% increase to their base salary effective July 1, 2024.~~

~~In the event that additional funding becomes available for the 2023-2024 school year, the parties agree to reopen for wages only~~.

**Referendum Funds:** For the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years, eligible employees in the FOPE Secretarial/Clerical bargaining unit whose effective start date is on or before July 1, of each of the school years reflected above, will receive a Referendum Supplement equal to five and one-half percent (5.5%) of base salary. Newly hired employees after the commencement of the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplements.

The Referendum Supplement proceeds will be effective July 1, 2023 of each respective school year. This Supplement will continue to be an aggregate amount equal to five and one-half percent (5.5%) of the base salary of those employees, inclusive of fringe expenses.

Referendum Supplements are pensionable and shall be paid in equal installments per pay period of the employee. Employees who separate employment before the end of the fiscal year shall receive a pro-rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the employee.

In the event that SBBC collects additional Referendum Funds for the 2023-2024, 2024-2025, 2025-2026 and 2026-2027 school years, the parties will agree on a distribution of said additional funds to eligible employees in the FOPE Secretarial/Clerical bargaining unit annually.

## B. CAREER INCENTIVE

1. Employees shall be eligible for a career incentive payment on the employee's anniversary date. Effective July 1, 2006, eligible employees shall be identified on a quarterly basis for the fiscal year. One (1) lump-sum payment, less applicable taxes and/or deductions, shall be made no more than thirty (30) days from the quarterly report to each eligible employee identified within a respective quarter. Employees shall be compensated according to the schedule listed below:

   a. 14-19 years of service = $600.00
   b. 20-24 years of service = $1,100.00
   c. 25 or more years of service = $1,600.00

2. Employees fulfilling career incentive requirements with the Board in accordance with this Article, through December 31, 1990, shall be paid accordingly. Beginning January 1, 2009, clerical unit employees transferring from other bargaining units who have previously accrued time toward career incentive in another bargaining unit shall be given credit for all the years of service served in the previous bargaining unit toward career incentive requirements in the clerical unit. Clerical unit employees who have been employed by the District and have not accrued time toward career incentive in another bargaining unit shall be given credit for one half (1/2) of all the years of service served in the previous bargaining unit toward career incentive requirements in the clerical unit. Clerical unit employees who have transferred into the unit prior to December 31, 2008, shall retain the anniversary date calculated at the time of transfer.

**C. DEFINITION OF FULL YEAR EMPLOYMENT**

Verified enumerated experience in this unit for one (1) day more than half of the employee's calendar will constitute one (1) "full year's employment."

**D. DAILY RATE OF PAY**

An employee working more than the employee's calendar year shall be paid at the employee's daily rate for those days worked beyond the contract year.

**E. SHIFT DIFFERENTIAL**

Full-time employees who are regularly scheduled to report on or after 1:00 p.m. shall be paid a twenty-five ($.25) cents per hour night differential. Full-time employees who are regularly scheduled to report to work on or after 11 p.m. shall be paid a fifty ($.50) cents per hour night differential. A full-time employee who is paid a shift differential for job 1 shall receive the shift differential if he/she works the same job as an additional position which extends his/her regular calendar.

## F. SUPPLEMENTS

Supplements may be paid to employees, in accordance with this provision, where the employee is the person principally assigned to the duty and the duty is performed, at least in part, beyond normal working hours. Upon the written recommendation of the principal, an employee shall receive a supplement in accordance with this Article.

The supplemental positions listed for bargaining unit employees shall be posted prior to the ending of each school year. The positions shall first be offered to any bargaining unit member, with preference given to the most senior bargaining unit member at the work location.

1. Substitute Calling
(Based on number of teachers for whom secretarial/clerical employee calls substitutes)

| Number | Supplement |
|---|---|
| 1-35 | $625 |
| 36-74 | $937 |
| 75 or more | $1,249 |

2. Textbook Chairperson
(Based on student population of October FTE count)

| Number | Partial Duty | Full Duty |
|---|---|---|
| 1-700 | $527 | $717 |
| 701-1400 | $870 | $1076 |
| 1401 or more | $1160 | $1434 |

3. Non-Specific Supplement $312 – $625
(Discretion of Administration)

4. Free/Reduced Meals Supplement

| Number of Free/Reduced Meals | Supplement |
|---|---|
| 1-200 | $227 |
| 201-400 | $455 |
| 401 or more | $682 |

5. Inservice Facilitator

| Number | Partial Duty | Full Duty |
|---|---|---|
| 0-50 units | $290-580 | $521 |
| 51 & up | $290-580 | $521 plus $7.17 per unit up to a maximum of $1043 |

6. Bus Duty

| Number | Supplement |
|---|---|
| 1-6 | $359 |
| 7-12 | $717 |
| above 12 | $1076 |

7. Clerical employees performing the same supplemental duties as teachers shall receive the same compensation for the respective supplemental position contained in the supplemental pay schedule of the Broward Teachers Union bargaining Agreement. Employees performing supplemental duties that are less responsible in nature than the full duties of the supplemental position shall receive a non-specific supplement.

## G. PROMOTION/UPGRADE PAY CHANGE PROCEDURE

1. **Promotion Defined:** The movement of an employee to a job classification, that has a higher pay grade assignment.

2. **Upgrade Defined:** The reassignment of a job classification to a higher pay grade.

3. **Demotion Defined:** The movement of an employee to a job classification, that has a lower pay grade assignment.

4. **Lateral Movement Defined:** The movement of an employee to another job classification that has the same pay grade assignment.

5. **Promotion/Upgrade Pay Change Procedure:**

   a. When an employee is promoted to a different position of a higher pay grade from within the Clerical salary schedule, or from a different salary schedule, the employee shall receive a promotional increase percentage between five percent (5%) and ten percent (10%).

   Determination of the salary will be made by the Compensation & HRIS Department based on their review of the salaries. The resulting salary shall be no less than the minimum and no more than the maximum of the new pay grade.

   If a tenured employee receives a promotion as defined above, they will receive an additional percentage increase to their base salary reflected on the chart below, which is based on the consecutive years of service within the unit.

| Years of Service in Unit | Percentage Increase |
|---|---|
| 0-5 | 0% |
| 6- 10 | 3% |
| 11- 15 | 4% |
| 16- 20 | 5% |
| 21+ | 6% |

   b. When an employee is permanently placed in a classification that results in a lateral movement, there shall be no change to the employee's salary.

   c. When an employee is demoted, the employee shall have his/her salary reduced by no more than ten percent (10%). The resulting salary shall be no less than the minimum of the salary range and no more than the maximum of the salary range for the assigned pay grade.

   d. When an employee is promoted, and then demoted back to the previously held position/grade, that employee shall be paid no less than the hourly rate held prior to the promotion.

## H. EXPERIENCE CREDIT

Individuals employed in the bargaining unit shall receive credit on the salary schedule equal to two percent (2%) above the minimum of the salary range for the pay grade. Employees must have four (4) or more years of outside related experience to qualify for experience credit.

1. Verification of job experience shall be a written, notarized letter from the chief executive officer or designee on the company's letterhead. The letter shall contain the following information: job title held by the affected employee and a brief description of said job duties; number of hours worked per week; and beginning and ending dates of employment.

2. Verification of previous employment must be received by the Department of Talent Acquisition & Operations (Non-instructional) no later than four (4) months from the beginning date of employment in any school year to be effective during the school year. Individuals employed within the last four (4) months of the school year must furnish verification prior to the beginning of the last pay period of the employee's work calendar.

## I. COMPENSATION FOR INSERVICE

An employee assigned by their administrator to attend inservice classes scheduled at any time other than an employee's regular work hours shall be compensated at $8.00 per hour effective 2/15/00.

## J. REIMBURSEMENT FOR CLAIMS

If employees are attacked or assaulted in the course of employment, or experience loss of personal property due to neglect of the Board (as determined by claims administrator), the Board will insure or otherwise reimburse such employees for any loss, damage or destruction of clothing, or personal property up to three hundred dollars ($300) per employee per school year upon verification to the principal/administrator, unless the employee is otherwise reimbursed.

If an employee's vehicle is damaged while on Board property, the employee will be reimbursed for the damage not to exceed three hundred dollars ($300) when it is determined that the damage was caused on Board property. Such determination may be made by either a School Resource Officer, a School Security Specialist or an SIU investigator, witness testimony or apprehension of the person(s) responsible for the damage.

A maximum of $4,500 dollars will be allocated to implement this Section.

Reimbursement to affected individuals shall be in the amount of their automobile insurance deductible, not to exceed the maximum reimbursement of three hundred dollars ($300) dollars. Any individual submitting a fraudulent claim under this provision shall be subject to corrective action up to and including termination.

## K. TAX COMPUTATION

The Board agrees to use the I.R.S. approved aggregate method of computing taxes on negotiated salary increases and one (1) time payments provided the I.R.S. allows this methodology at the time raises are paid.

## L. PERFECT ATTENDANCE AWARD

To reward the Secretarial/Clerical unit employees who exercise particular care in the maintenance of their personal health and job attendance during the school year, the Board and the FOPE provide a perfect attendance award. Any Secretarial/Clerical unit employee who works the full school year without any absenteeism (excluding jury duty leave) shall be eligible for the award. Any Secretarial/Clerical unit employee who had perfect attendance during the school year shall receive a check in the amount of two hundred dollars ($200.00).
The perfect attendance award is an annual benefit for Secretarial/Clerical unit employees who had perfect attendance during the school year. Checks shall be distributed by the last day of July, minus applicable taxes.

## M. ERRORS IN PAYCHECK

In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Employees shall contact the Location Payroll Contact Person for an explanation of the error. If the Location Payroll Contact Person cannot provide an explanation, the employee may contact the Payroll Department.

1. **Overpayment of $100 or Less:** In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Upon notification, such overpayment shall be recovered from the employee's next check. Such recovery shall not be made until the employee has received one (1) additional check without such deductions being made. Employees shall contact the Location

Payroll Person for an explanation of the error. If the Location Payroll Contact Person cannot provide an explanation, the employee may contact the Payroll Department.

2. **Underpayment:** In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated. Employees shall contact the location Payroll Contact Person for an explanation of the underpayment. If the Payroll Contact Person cannot provide an explanation, the employee may schedule a meeting with the Payroll Department. It is the intent of the parties that the underpayment shall be paid on the next scheduled paycheck following confirmation of the underpayment.

3. **Overpayment Greater than $100.00 (except for former employees):**

   a. The School Board may collect overpayments not to exceed two (2) years in duration from the date that the overpayment is discovered. For example, if an employee was overpaid for the last five (5) years, the Board can only recover the most recent two (2) years of the overpayment.

   b. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of $100.00 has occurred. The form will contain two (2) payback options for the employee to select. If the employee finds one (1) of the options acceptable, he/she shall complete the form and return it to the Payroll Department.

   c. The affected employee shall request a meeting with the Payroll Department within five (5) workdays of receipt of the Notice of Salary Adjustment Form. The Payroll Department shall set-up a meeting with the affected employee for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.

   d. Overpayments should be recouped in the calendar year in which it was discovered.

   e. The number of payments in the pay back schedule shall not be less than the following:

| | |
|---|---|
| $100.01 - $500.00 | 4 Payments |
| $500.01 - $1,000.00 | 8 Payments |
| $1,000.01 - $1,800.00 | 12 Payments |

For amounts above $1,800.00 no payment shall exceed $500.00 per paycheck.

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

4. **Hardship**

If the financial burden of repaying the overpayment would create a hardship for the employee, the employee may complete an Overpayment Hardship Request for consideration. The employee must be able to provide evidence of one (1) of the criteria's listed below to qualify for a hardship reduction.

- Death of spouse or dependent
- Legal Separation of Divorce
- Disability of self, spouse or dependent
- Change in employment status from full to part time or lay-off
- Change in employment status of a spouse, including lay-off or termination
- Threat of home foreclosure, eviction or bankruptcy
- Financial Emergency due to District Declared Emergency (hurricane, flood, tornado, etc.)

Repayment Reduction Schedule:

| | |
|---|---|
| $100.01 - $500.00 | 8 payments |
| $500.01 - $1,000.00 | 16 payments |
| $1,000.01 - $1,800.00 | 24 payments |
| For amounts above $1,800.00 | $100 per check |

If approved, the repayment plan may extend into the next fiscal/calendar year except for employees who are leaving the school system or are on a yearlong unpaid leave of absence.

## N. WORKING OUT OF CLASSIFICATION

When an employee is temporarily assigned, in writing, by the employee's immediate supervisor (principal/administrator) to perform the duties of a position in a higher job classification, the employee shall receive additional compensation for the time worked in the higher classification to which the

employee is temporarily assigned provided that the duties of the temporary assignment are performed for a period not less than ten (10) consecutive working days. In such cases, the employee shall be paid at the higher classification pay rate for all hours worked out of the employee's current classification. Employees shall not be moved out of temporary positions for the purpose of avoiding upgrade pay.

When an employee is required to temporarily perform the duties of a lower classification, the employee's hourly rate of pay shall remain the same. This provision is to be construed consistent with Definitions, Section Q Temporary, and Article 5.

**O. SALARY PAYMENTS:** For payroll purposes, the work week shall be defined as Monday through Sunday. For the 2005-2006 school year, the net pay amounts on the first and last paychecks for the year may vary. Employees working less than a 247-day calendar shall select one (1) of the following three (3) salary payment options:

1. **Contractual pay (No summer paychecks, Default Selection):** The employee's salary shall be paid in bi-weekly payments throughout the contractual year. Under this plan, the employee's salary will be paid in full by the conclusion of his/her calendar and the employee shall not receive summer pay checks. This section shall be the default selection for employees who fail to make a selection during the payroll options period and shall be paid via direct deposit to the financial institution of the employee's choice.

OR

2. **Year-round pay:** Employees selecting this option shall determine the dollar amount to be deducted from their bi-weekly paychecks to cover the summer paychecks. Employees choosing this option shall be paid via direct deposit into the employee's bank, savings and loan institution, or credit union account. Employees shall also have the option of selecting the number of summer pays to be received during the summer months. No deductions for health insurance, union dues, or TSAs shall be made from summer payments. Newly hired employees who are hired after the close of the enrollment period for this payroll option who desire year-round pay must make this selection at the time of employment.

OR

3. **Summer Savings Account:** The employee's salary shall be paid in bi-weekly direct deposit payments throughout the contractual year. Under

this plan, the employee's contract will be paid in full by the conclusion of his/her calendar. The employee will have the option to open a summer savings account at the financial institution of his/her choice at any time during the fiscal year and may opt to have the deduction amount of his/her choice paid into the summer savings account.

4. Employees shall be eligible to change options once annually prior to the beginning of each fiscal year. Employees will not be allowed to change options during the course of a fiscal year.

5. It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) days from the date of Board approval.

**P.** **DIRECT DEPOSIT:** Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. Direct deposits shall be deposited in no more than two direct deposit accounts. This shall increase to five (5) direct deposit accounts when functionally possible. As of July 1, 2007, employees shall be required to have their salaries paid via direct deposit to the financial institution of their choice.

**Q.** **MILEAGE RATE:** Employees who utilize their private vehicles to travel on district business shall be compensated at the rates established in accordance with the Board policy and Rules and Regulations.

## ARTICLE 18
## INSURANCE

A. **COVERAGE:**

1. The District shall provide, without cost to each employee, Group Term Life Insurance equal to one and one-quarter (1-1/4) times the employee's annual salary, rounded to the next higher multiple of one thousand dollars ($1,000), and subject to a minimum of seven thousand dollars ($7,000) and a maximum of fifty thousand dollars ($50,000).

   The employees shall have the option of purchasing, at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars ($1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy equal to that provided by the District.

2. An employee eligible for health insurance may voluntarily decline such insurance. ~~An~~ employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the District's medical insurance program shall be reimbursed at a rate of ($1,000.00 ~~750.00~~) per year (opt-dollars) only if such proof is provided. If employee does not provide proof of other medical insurance, then employee will not be reimbursed for any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with provisions of said plan. The parties mutually agree to discuss the opt-out plan as it pertains to premiums for other coverage.

3. Benefits start the first of the month after 90 days as a benefit eligible employee.

B. **~~HEALTH &~~ DENTAL INSURANCE & HEALTH INSURANCE**

1. The District shall pay the following premiums for individual employees' ~~health and~~ dental & health insurance for the life of this contract:

a. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month towards the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

b. The District agrees to pay 100% of the cost of the health insurance premium equivalent for employee-only coverage continue to pay the cost of the health insurance premium for the ~~three (3) health insurance plans: Premier Plus Plan, Premier Plan, and~~ Premier Choice Plan. Employees will also have the option for the selection of the Premier Plus and the Premier Plans to include employee contributions. Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage.

In addition to the District agreeing to pay 100% of the cost of the health insurance premium for employee-only coverage for the Premier Choice Plan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs in the District and the employees who join the enhanced primary care provider. There will no additional costs to the employee in connection with signing up with any such enhanced primary care provider the District contracts with.

For future plan years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of the group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a

reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

c. All new employees ~~may~~ must elect to enroll in ~~a~~ the District offered Premier Choice plan ~~of their choice subject to conditions for enrollment in such plan~~ for the first three (3) years of employment if they do not voluntarily decline such insurance. Thereafter, the employees may elect to remain in the District Premier Choice plan or elect a different Medical plan during the upcoming Open Enrollment period, effective January 1st of the following year.

d. Benefit levels, plan design, cost containment for the plan, premium contributions and benefit improvements will be reviewed annually by the Superintendent Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about benefit levels, plan design, cost containment for the plan and benefit improvements. Either party may demand negotiations through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements, or premium contributions.

~~e. An employee eligible for health insurance may voluntarily decline such insurance. An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance during the open enrollment period each year. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the School District of Broward County's medical health insurance program shall be reimbursed at a rate of seven hundred fifty dollars and no cents ($750) per year (opt-out dollars) only if such proof is provided. If an employee does not provide proof of other medical insurance, then employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan.~~

f. During the ~~clearance~~ Benefits Onboarding process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

C. **DISABILITY INSURANCE:** The Board shall provide without cost to each employee a core disability plan in accordance and subject to the terms and benefits in effect in the insurance policy. The employee shall have the option of purchasing at their own expense through payroll deduction, an enhanced disability plan. For additional coverage to increase monthly benefit, employee must consult benefits brochure. In computing an employee's disability pay, the actual number of workdays shall include all paid holidays.

D. **LIABILITY INSURANCE:** The Board shall provide Liability Insurance at no cost to employees in an amount of five hundred thousand dollars ($500,000) for each employee in case of lawsuit arising from or in the performance of the employee's duties.

E. **ANNUITY PROGRAMS:** The Board shall make available to all employees through payroll deduction, tax deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.

F. **VISION INSURANCE:** The Board shall provide without cost to the employee a basic vision insurance program in accordance with the terms and benefits in the summary plan description. Employees may also elect to enroll in an enhanced vision insurance plan at the employee's expense.

G. **JURISDICTION:** Benefits and levels of benefits agreed to by the parties shall be contained and set forth in insurance booklets/certificates which will be made available to all eligible unit employees; provided that, in the event of inconsistencies related to benefits or benefit levels, the specific benefits provided in the Agreement shall prevail.

The Board and the FOPE agree that the Insurance Article shall be subject to annual negotiations.

~~H. **FOURTH TIER:** The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses Board employees employed in the same plan)" effective at the conclusion of the open enrollment period (November, 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the Board ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.~~

## ~~I.~~ CAFETERIA PLAN

1. Employees who are full-time bargaining unit members including those on Board-approved leave, but excluding those on sick leave or disability leave shall have access to the "Cafeteria Plan" established by the Board. Part-time unit members and members on unpaid Board-approved leave are not eligible to participate in the plan. The following criteria shall apply to the granting of cafeteria insurance benefits:

   a. The Board will provide twenty-five dollars and ($25.00) per month not to exceed $300.00 per employee per school year. Employees hired after the commencement of the school year shall receive twenty-five dollars ($25.00) per month for each full month of employment.

   b. Employees on a Board-paid leave that provides less than 100% salary shall receive a percentage of the twenty-five dollars ($25.00) per month cafeteria payment equal to the percentage of their salary while on leave.

   c. The specific benefit components of the Cafeteria Plan shall be contained in a booklet, which shall be distributed electronically to all eligible unit members or maintained on the Benefits website.

# ARTICLE 14
# SALARY AND BENEFITS

## A. Wages

The salary for employees covered by this Agreement shall be set forth according to the following schedule(s). There shall be no pay raises or salary step advancement unless mutually agreed to by the parties. An employee who receives an "Unsatisfactory" on their overall annual performance evaluation shall be ineligible for any negotiated salary increase for the subsequent school year and shall remain frozen at the rate of pay for the previous year. The employee receiving an unsatisfactory evaluation will be re-evaluated mid-year of the following year. The salary schedules will become effective at the commencement of the employee's current assigned calendar. All salaries shall be paid bi-weekly.

For the 2025-2026 school year, there will be no salary increases, bonuses, step increases, or any other increases to employee compensation. For sake of clarity, the Referendum Supplement referenced in Section A of this Article shall remain in effect in accordance with the terms provided therein.

~~For the 2024-2025 school year, all bargaining unit members who are in an active status as of the date of Board approval shall receive a 3.0% increase to their base salary effective July 1, 2024.~~

~~For the 2023-2024 school year only, the District will provide a $500 sign-on bonus for newly hired employees.~~

**Referendum Funds:** For the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, eligible employees in the Federation of Public Employees Food Service bargaining unit whose effective start date is on or before July 1, of each of the previous school years reflected above, will receive a Referendum Supplement equal to five and one-half percent (5.5%) of base salary. Newly hired employees after the commencement of the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, shall be eligible for a pro rata portion of the remaining 20 payments of the Referendum Supplements.

The Referendum Supplement proceeds will be effective July 1, of each respective school year referenced above. This Supplement will continue to be an aggregate amount equal to five and one-half percent (5.5%) of the base salary of those employees, inclusive of fringe expenses.

Referendum Supplements are pensionable and shall be paid in equal installments per pay period of the employee. Employees who separate employment before the end of the fiscal year shall receive a pro-rata portion of the Referendum Supplements commensurate with the portion of the year actually worked by the employee.

In the event that SBBC collects additional Referendum Funds for the 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, the parties will agree on a distribution of said additional funds to eligible employees in the Federation of Public Employees Food Service bargaining unit annually.

**1. Food and Nutrition Services Assistants Compensation:**

**SALARY SCHEDULE**
**~~2023-2024~~ 2024-2025**

| RANGES | ASST I GENERAL WORKER | ASST IIA COOK/ BAKER | ASST IIB ASST COOK/ BAKER | ASST III ASST MANAGER | ASST IV INTERN MANAGER | FOOD SERVICE ATTD-VOC/ ADULT CENTER | FOOD SERVICE LINE MGR-VOC/ AD CTR; SNACK BAR MGR-VOC/ AD CENTER |
|---|---|---|---|---|---|---|---|
| **Minimum** | ~~15.37500~~ 15.83625 | ~~16.72428~~ 17.22601 | ~~16.34867~~ 16.89313 | ~~17.06864~~ 17.58070 | ~~20.85622~~ 21.48191 | ~~15.37500~~ 15.83625 | ~~20.85622~~ 21.48191 |
| **Maximum** | ~~20.18320~~ 20.78870 | ~~21.54486~~ 22.19121 | ~~21.16920~~ 21.80428 | ~~21.76398~~ 22.58587 | ~~25.34778~~ 26.10821 | ~~20.18320~~ 20.78870 | ~~25.34778~~ 26.10821 |

Employees who are in an active status on the date of Board approval shall receive a ~~2.5%~~ 3.0% increase to their base salary effective July 1, ~~2023~~ 2024.

~~Effective July 1, 2023, Food Service Managers shall receive a one-time salary adjustment based on the following tenure with the District: See Table below.~~

| ~~District Tenure Increment Adjustment~~ | |
|---|---|
| ~~Years of Service~~ | ~~Increased Amount~~ |
| ~~6-10~~ | ~~$0.50~~ |
| ~~11-15~~ | ~~$1.00~~ |
| ~~16-20~~ | ~~$1.50~~ |
| ~~20+~~ | ~~$2.00~~ |

~~The tenure is based on the employee's years of service as of July 1, 2023.~~

a. Assistant Managers will receive an additional one dollar ($1.00) per hour added to their base salary. Effective at the start of the employee's work calendar for the 2023-2024 school year, Assistant Managers salaries will increase by $3.00 per hour.

b. Beginning Cooks/Bakers IIA and Assistant Cooks/Bakers IIB, shall be paid at the beginning rate of Cooks/Bakers IIA, Assistant Cooks/Baker IIB, upon starting in the position.

c. **Key Persons**

In schools with a Dual, Triple Manager and Managers, with a satellite of 100 total breakfast and lunch meals or more, a Key Person shall be assigned and shall receive an additional one dollar and fifty cents ($1.50) per hour for the added responsibilities effective on the start of the employee's work calendar for the 2023-2024 school year. The one dollar and fifty cents ($1.50) per hour will be implemented upon ratification of this Agreement by both parties. The position of Key Person will be implemented at the discretion of the Manager and with the approval of the Food and Nutrition Services Director or Designee. The selection of the key person shall be without regard to Article 13 (Promotions, Vacancies, and Transfers) of the Agreement. A Key Person shall be assigned and receive one dollar and fifty cents ($1.50) per hour for added responsibilities at ESE Centers.

d. **Training Increment:** The District shall continue to offer an in-service training program to unit employees, including an Intern Manager Training Program.

The District reserves the right to establish standards for in-service training programs including but not limited to the type of course offered, attendance standards, and eligibility requirements.

Each school Food and Nutrition Services Assistant shall satisfactorily complete three (3) thirty (30)-hour school food service training courses. Foundations of Food and Nutrition Services shall be satisfactorily completed during the first year of employment. Quantity Food Production shall be satisfactorily completed during the first four (4) years of employment and Nutrition shall be satisfactorily completed by the end of the sixth (6th) year of employment.

The six (6) hour Sanitation Course is required to be satisfactorily completed within the first thirty (30) days of employment. There is no increment for this course. An active Sanitation Certificate is

required to maintain employment. The Sanitation Certificate shall be valid for three (3) years from the date of issuance.

Verification of training is required; adjustments may be made up to sixty (60) days after the dates of employment. Such adjustments will be retroactive to the beginning employment date. Training increments for Food and Nutrition Services Assistants will be paid at the conclusion of successful completion of the classification period.

Additional compensation at the rate of ten cents ($0.10) per hour shall be paid for each satisfactorily completed Food and Nutrition Services Department approved training course. The Food and Nutrition Services Department requires employees to take food service refresher courses after completion of their eighth (8th) year of employment.

e. **Transportation Incentive:** Effective on the date of Board approval, the District shall offer a transportation incentive to unit employees who assist in the transportation and unloading of food from one site to another and/or driving a District vehicle for gas and/or service, at an additional fifty cents ($.50) an hour added to their hourly base rate. Employees must use the time and attendance system established in order to be eligible for the transportation incentive.

2. **Food and Nutrition Services Manager Compensation**:

**FOOD AND NUTRITION SERVICES MANAGERS**
**SALARY SCHEDULE ~~20223-20234~~ 2024-2025**

| **Range** | **ELEMENTARY** | | |
|---|---|---|---|
| **FSM-E** | **Minimum** | **Midpoint** | **Maximum** |
| HOURLY RATE | ~~$24.27597~~ $25.00425 | ~~$30.34498~~ $31.25533 | ~~$36.41399~~ $38.47276 |
| *DAILY RATE | ~~$182.06976~~ $187.53187 | ~~$227.58736~~ $234.41497 | ~~$273.10493~~ $288.54567 |
| **ANNUAL SALARY | ~~$37,142.23~~ $38,256.50 | ~~$46,427.82~~ $47,820.65 | ~~$55,713.40~~ $58,863.32 |

| **Range** | **MIDDLE** | | |
|---|---|---|---|
| **FSM-M** | **Minimum** | **Midpoint** | **Maximum** |
| HOURLY RATE | ~~$26.70359~~ | ~~$33.37948~~ $34.38086 | ~~$40.05537~~ $44.05805 |

| | | | |
|---|---|---|---|
| | $27.50470 | | |
| *DAILY RATE | ~~$200.27690~~ $206.28523 | ~~$250.34613~~ $257.85648 | ~~$300.41528~~ $330.43541 |
| **ANNUAL SALARY | ~~$40,856.49~~ $42,082.19 | ~~$51,070.61~~ $52,602.72 | ~~$61,284,72~~ $67,408.82 |

| **Range** | **HIGH** | | |
|---|---|---|---|
| **FSM-H** | **Minimum** | **Midpoint** | **Maximum** |
| HOURLY RATE | ~~$29.37394~~ $30.25516 | ~~$36.71743~~ $37.81895 | ~~$44.06091~~ $46.17625 |
| *DAILY RATE | ~~$220.30453~~ $226.91369 | ~~$275.38070~~ $283.64215 | ~~$330.45680~~ $346.32188 |
| **ANNUAL SALARY | ~~$44,492.13~~ $46,290.39 | ~~$56,177.67~~ $57,863.00 | ~~$67,413.18~~ $70,649.66 |

*DAILY RATE is calculated based on a seven and one-half (7.5) hour workday.
**ANNUAL SALARY is based on the Board Approved Employee Calendar

a. The Food and Nutrition Services Manager Salary Schedule consists of three (3) salary ranges: FSM-E (Elementary), FSM-M (Middle), or FSM-H (High School). Each Food and Nutrition Services Manager will be assigned to the salary range corresponding to the school level of the base, or main school, to which the Food and Nutrition Services Manager is assigned.

Employees who are newly appointed as Food and Nutrition Services Managers, either through an internal promotion or external hire, will start at the minimum of the assigned salary range. In no case will the assigned salary be less than the range minimum or more than the range maximum.

The base salary for Food and Nutrition Services Managers, who transfer between schools, will be paid according to the salary schedule that corresponds to the level of the new school. In no case will the resulting base salary be less than the corresponding salary range minimum or more than the salary range maximum. The formula to determine the base salary in the new position is:

**New Base Salary =**
**(Current Base Salary ÷ Current Range Minimum) x New Range Minimum**

b. **Satellite, Dual, and Triple Site Incentive Programs** – In addition to their base schools, Food and Nutrition Services Managers may be assigned Satellite, Dual, and Triple Site Schools based on the following criteria:

i. SATELLITE SITES – provide support for a limited food service operation from the base school

Menu Production
- Grocery order for satellite incorporated in base school order
- Kettle items prepared and supplied from base school
- Payroll included in base location

ii. DUAL SITES – manage full operation for both sites

Menu Production
- Separate grocery orders
- **Full menu prepared at both sites**
- Separate payroll for **each** site

iii. ALL SITES – manage full operation for three (3) sites

Menu Production
- Separate grocery orders
- **Full menu prepared at all sites**
- Separate payroll for **all** sites

**Satellite, Dual, and Triple Site Incentives**
**~~2023-2024~~ 2024-2025**

| **Satellite Incentive Based on Total ADDITIONAL Meals and Sites** | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | **Combined Total Number of Satellite Meals Served by Manager = Category A-D** | | | | | | | |
| **# of Sites** | **A <50** | | **B 50 – 199** | | **C 200 – 400** | | **D >400** | |
| | **Hourly** | ***Annual** | **Hourly** | ***Annual** | **Hourly** | ***Annual** | **Hourly** | ***Annual** |
| **1** | $0.75 | $1,147.50 | $1.05 | $1,606.50 | $1.360 | $2,448.00 | $2.70 | $4,131.00 |
| **2** | $0.85 | $1,300.50 | $1.25 | $1,912.50 | $2.00 | $3,060.00 | $3.50 | $5,355.00 |
| **3** | $1.10 | $1,683.00 | $1.70 | $2,601.00 | $2.90 | $4,437.00 | $5.30 | $8.109.00 |
| **4+** | $1.55 | $2,371.50 | $2.60 | $3,978.00 | $4.70 | $7,191.00 | $8.90 | $13,617.00 |

**Annual Satellite **Incentive** is based on the Board Approved Employee Calendar

- The Satellite Incentive will be based on a combination of the assigned number of sites and the total breakfast and lunch meals from all satellites assigned to the Food and Nutrition Services Manager.

- Number of meals for a new satellite, for the first year of operation, will be based on an existing location which has a comparable student population.

- The meal count number will be confirmed by January 15th of the current school year. Any satellite incentive adjustments shall take effect no later than the first full pay period in February.

- The incentive will be a separate payment and based on the hours worked times the rate that corresponds to a combination of the sites and total meals.

- Payment of the incentive will cease if the Satellite Site is eliminated or reassigned.

| **Dual Site Incentive Based on Dual Site School Level ~~2023-2024~~ 2024-2025** | | | |
|---|---|---|---|
| | | Incentive | |
| | | Total | |
| **Category** | | **Hourly** | ***Annual** |
| Elementary | | $6.48757 | $9,264.25 |
| Middle | | $8.48757 | $12,120.25 |
| High | | $10.48757 | $14,976.25 |

**Annual Dual Site Incentive is based on the Board Approved Employee Calendar

- The Dual Site Incentive will be based on the school level of the additional site.

- The incentive will be a separate payment and based on hours worked multiplied by the corresponding hourly rate of the Dual Site category.

- Payment of the incentive will cease if the Dual Site is eliminated or reassigned.

| **Triple Site Incentive Based on Dual Site School Level – ~~2023-2024~~ 2024-2025** | | |
|---|---|---|
| | | Incentive |

| Category | Total | |
|---|---|---|
| | **Hourly** | ***Annual** |
| Elementary | $12.97514 | $18,528.50 |
| Middle | $16.97514 | $24,240.50 |
| High | $20.97514 | $29,952.50 |

*Annual Triple Site Incentive is based on the Board Approved Employee Calendar

- The Triple Site Incentive is determined by having two (2) equivalent school levels. (Example): If an employee is assigned to two (2) elementary schools and one (1) middle school, the employee will receive the elementary school level Triple Site incentive.

- The incentive will be a separate payment and based on hours worked multiplied by the corresponding hourly rate of the Triple Site category.

- Payment of the incentive will cease if the Triple Site is eliminated or reassigned.

c. **Food and Nutrition Services Manager Training Increments**:

In order to be appointed as a Manager, an applicant must have satisfactorily completed the Intern Organization and Management Training Course. Each Manager shall be required to satisfactorily complete a minimum of four (4) school food service training courses: Foundations, Nutrition and Quantity Food Production, and Organization and Management. A Manager must maintain a current CPR certificate. A minimum of one (1) course shall be taken each year until all are completed satisfactorily. The Sanitation Certificate shall be valid for three (3) years from the date of issuance for all Managers.

Managers who are relieved of other managerial responsibilities for special school assignments such as (1) double sessions or (2) extended day in order to improve the program shall not have their salary penalized for the remainder of the school year.

Increments shall be based on a monthly increment of ten dollars and fifty cents ($10.50) per approved school food service training course. In order to maintain the training increments, the Food and Nutrition Services Department shall require employees to take food service refresher courses. Employees are required to take no more than one refresher course every four (4) years after completion of their eighth

(8th) year of employment. Said course shall not exceed thirty (30) hours.

Actual payment of the increment is based on paying the corresponding hourly rate to maintain the monthly minimum and maximum amounts stated above. If the standard number of hours and/or days of work change due to future contract changes, the hourly rate of the minimum/maximum training increment shall be adjusted accordingly.

The hourly rates effective July 1, 2019, based on 142.8 working hours/month are:

| Courses | Increment | |
|---|---|---|
| | Monthly | Hourly |
| 1 | $10.50 | $0.07353 |
| 2 | $21.31 | $0.14926 |
| 3 | $31.97 | $0.22389 |
| 4 | $42.63 | $0.29852 |

d. **Preceptors:** Effective on the date of Board approval, any Manager interviewed, selected, and assigned as a Preceptor for the Intern Manager Training Program shall receive a two-hundred- and fifty-dollar ($250.00) increment, per pay period, for the duration of the identified Intern Manager Training Program.

**B. Staffing:** The Manager has the right to make a recommendation to the Food and Nutrition Services Department in the following areas:

a. The appointment of all assistants.

b. That Assistant Managers be employed in schools serving 850 lunches or more. The lunches would include complete meals plus a la carte meal equivalents.
In dual schools when one (1) school serves 850 lunches or more the Assistant Manager may at the discretion of the Manager be scheduled as a Dual Assistant Manager.

c. That Assistant Cooks/Bakers be employed in schools serving 700 or more lunches.

d. The Food and Nutrition Services Department shall be vested with final authority to determine staff requirements in accordance with the provisions of this Agreement.

## C. Benefits

1. Personal Auto Use

Any employee required to have access to an automobile to perform District duties shall be provided for mileage reimbursement at rates established in accordance with the Florida Statutes and District policies, rules, and regulations. All such trips must be pre-authorized by the immediate supervisor.

2. Career/Longevity Incentive

Career/Longevity Incentive payments shall be paid after the employee has completed his/her fifteenth (15th), twentieth (20th), and twenty-fifth (25th) consecutive year of employment. All Food and Nutrition Services employees working four (4) hours or more are eligible.

The payments in a lump sum will be made according to the following schedule at the beginning of each school year.

Completion of fifteenth (15th) year = $600.00
Completion of twentieth (20th) 20th year = $1,100.00
Completion of twenty-fifth (25th) year = $1,600.00

A full year of service shall be credited to all employees who have worked one (1) day more than half of their calendar.

3. Work in Higher Classification

The Board agrees that any unit member who is temporarily assigned by his immediate administrator to a position higher than his normal job classification shall receive additional remuneration for the time worked in the higher classification, equal to the position to which he/she is temporarily assigned, provided that he/she has satisfactorily performed the duties of the temporary assignment for a period not less than thirty (30) consecutive working days during the year in which the temporary assignment is made, except when the employee is being trained in a bona fide training program for a higher paying classification. In such cases, the employee will be paid their current rate in their regular classification during such training time. Only permanent employees shall receive the

additional remuneration retroactively to the first day of performing the higher classification.

4. Errors in Paycheck

In the event of a mistake resulting in an overpayment to an employee, the employee shall be notified in writing of such overpayment which shall state the total amount overpaid and the reasons for the error. Such recovery shall not be made until the employee has received one additional check without such deductions being made. Employees shall contact the Location Payroll Contact Person for an explanation of the error. If the Location Payroll Contact Person cannot provide an explanation, the employee may contact the Payroll Department.

a. **Overpayment of $100 or Less** — If an employee has been overpaid by $100 or less, a corrective adjustment shall be made automatically to the affected employee's next paycheck. The Location Payroll Contact Person will provide an explanation for the overpayment to the affected employee.

b. **Underpayment** — In the event of a change which results in an underpayment to an employee, the employee shall be properly compensated.

c. **Overpayment Greater than $100.00 (except for former employees):**

i. The District may collect overpayments not to exceed two (2) years in duration from the date that the overpayment is discovered. For example, if an employee was overpaid for the last five (5) years, the Board can only recover the most recent two (2) years of the overpayment.

ii. The Payroll Department shall notify the affected employee via a Notice of Salary Adjustment Form that an overpayment in excess of $100.00 has occurred. The form will contain two (2) payback options for the employee to select and return to the Payroll Department within five (5) workdays.

iii. If necessary, the affected employee may request a meeting with the Payroll Department within five (5) workdays of receipt of the Notice of Salary Adjustment Form. The Payroll Department shall set-up a meeting with the affected employee for the purpose of determining how the overpayment will be recouped. The employee is entitled to be accompanied by a representative of his/her choice.

iv. Overpayments should be recouped in the calendar year in which it was discovered.

v. The number of payments in the pay back schedule shall not be less than the following:

| | |
|---|---|
| $1- $100.00 | 1 Payment |
| $100.01 - $500.00 | 4 Payments |
| $500.01 - $1,000.00 | 8 Payments |
| $1,000.01 - $1,800.00 | 12 Payments |

For amounts above $1,800.00 no payment shall exceed $500.00 per paycheck

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

vii. **Hardship**

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

- Death of spouse or dependent
- Legal Separation or Divorce
- Disability of self, spouse, or dependent
- Change in employment status from full to part-time or lay-off
- Change in employment status of a spouse, including layoff or termination
- Threat of home foreclosure, eviction, or bankruptcy
- Financial Emergency due to District Declared Emergency (hurricane, flood, tornado, etc.)

Repayment Reduction Schedule:

| | |
|---|---|
| $100.01 - $500.00 | 8 payments |
| $500.01 - $1,000.00 | 16 payments |
| $1,000.01 - $1,800.00 | 24 payments |
| For amount above $1,800.00 | $100 per check |

If approved, the repayment plan may extend into the next fiscal/calendar year except for employees who are leaving the school system or are on a year-long unpaid leave of absence.

**D. Perfect/Good Attendance Award**

To reward the Food and Nutrition Services unit employees who exercise particular care in the maintenance of their personal health and job attendance during the current school year, the Board and the Federation provide a Perfect/Good Attendance Award. Any Food Service unit employee who works the full school year (excluding summer school) without any absenteeism (excluding jury duty/bereavement leave) shall be eligible for the award. Nothing in this Agreement shall be construed to mean that a Food Service unit employee shall be required to work summer school in order to qualify for the Perfect/Good Attendance Award. Any Food and Nutrition Services unit employee who had Perfect/Good attendance for the full current school year shall receive a check in the amount of $250/$150.

The Perfect/Good Attendance Award is a one (1) time benefit for Food and Nutrition Services unit employees who had Perfect/Good attendance for the current school year. This award shall not be applicable in future school years unless specifically called for in the Agreement.

The parties agree that loss of time due to jury duty will not disqualify an employee from receiving the Perfect/Good Attendance Award. Those employees with Perfect/Good Attendance will be placed at another work site on early release and exam days within their geographic area in lieu of reduced hours. Employees who opt out not to work on exam days, high school reform days, and other similar schedule changes that may be made by the District will not be disqualified from receiving attendance awards for absences on said days.

1. Perfect Attendance (0 day/year)
   An employee without any absenteeism shall receive $250.00. No employee shall receive more than $250.00 for the school year.

2. Good Attendance (2 days/year)
   An employee shall receive $150.00 total for the entire year if they have no more than two (2) absences per year.

**E. SALARY PAYMENTS:** For payroll purposes, the workweek shall be defined as Monday through Sunday. In any year, the net pay amounts on the first and last paychecks of the year may vary. Employees working less than a 244-day calendar shall select one (1) of the following salary payment options:

1. **Year-round pay:** Employees qualified for selecting this option shall determine the dollar amount to be deducted from their bi-weekly

paychecks to cover the summer paychecks. Employees choosing this option shall be paid via direct deposit into the employee's bank, savings and loan institution, or credit union account. Qualified employees shall also have the option of selecting the number of summer pays to be received during the summer months. No deduction for health insurance, union dues, or TSA shall be made from summer paychecks. Newly hired employees who are hired after the close of the enrollment period for this payroll option who desire year-round pay must make this selection at the time of employment.

OR

2. **Contractual pay (No summer paychecks – Default Selection):** The employee's salary shall be paid in bi-weekly payments throughout the contractual year. Under this plan, the employee's salary will be paid in full by the conclusion of his/her calendar and the employee shall not receive summer paychecks. This selection shall be the default selection for employees who fail to make a selection during the payroll options period and shall be paid via direct deposit to the financial institution of the employee's choice.

OR

3. **Summer Savings Account:** The employee's salary shall be paid in bi-weekly direct deposit payments throughout the contractual year. Under this plan, the employee's contract will be paid in full by the conclusion of his/her calendar. The employee will have the option to open a summer savings account at the financial institution of his/her choice at any time during the fiscal year and may opt to have the deduction amount of his/her choice paid into the summer savings account.

   Employees shall be eligible to change options once annually prior to the beginning of each fiscal year. Employees will not be allowed to change options during the course of a fiscal year.

   It is the intent of the parties to make applicable salary adjustments for employees within a time period not to exceed sixty (60) days from the date of Board approval.

**F. DIRECT DEPOSIT:**

Employees shall be able to directly deposit their paychecks to any bank or savings and loan institution or credit union accepting such services. Direct deposits shall be deposited in no more than five (5) direct deposit accounts. Employees shall be required to have their salaries paid via direct deposit to the financial institution of their choice.

## ARTICLE 15
## INSURANCE

**A.** **COVERAGE:** Employees working a minimum of three (3) hours per day or fifteen (15) hours per week shall receive health, dental, and vision insurance coverage only with premium payments for individual employees to be paid by the District.

Federation bargaining unit employees working at least four (4) hours per day or twenty (20) hours per week shall receive health, dental, vision, life (basic), and disability (basic) insurance coverages with premium payments for individual employees being paid by the District.

Benefits will begin the first of the month following a waiting period of up to ninety (90) days.

**B.** **~~Health and~~ Dental ~~Insurance~~ & Health Insurance:** The District shall pay the following premiums for individual employee's ~~health and~~ dental & health insurance:

a. For employees that elect dental insurance, the District shall provide a maximum of $10.80 per month toward the elected dental insurance in accordance with the term and schedule of benefits currently in effect.

b. The District agrees to pay 100% of the cost of the health insurance premium equivalent for employee-only coverage continue to pay the cost of the health insurance premium for the ~~three (3) health insurance plans: Premier Plus Plan, Premier Plan, and~~ Premier Choice Plan. Employees will also have the option ~~for the selection of~~ to select the Premier Plus ~~and~~ or the Premier Plans to include employee contributions, through payroll deductions. Employees will continue to pay the cost of the health insurance premium for any coverage selected other than employee-only coverage.

c. In addition to the District agreeing to pay 100% of the cost of the health insurance premium for employee-only coverage for the Premier Choice Pan, the District will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs in the District and the employees who join the enhanced primary care provider. There will be no additional cost to the employee in connection with signing up with any such enhanced primary care provider the District contracts with.

For future plan years:

The parties are committed to working through the Superintendent's Insurance and Wellness Advisory Committee to implement cost-effective improvements to the group health insurance program, such as the increased usage of:

- Teladoc
- Wellness Programs
- Extended Rx offerings
- Urgent Care over Emergency Room visits, when feasible

The District shall separately account for costs of the group insurance program within the General Fund in a manner that allows costs and savings to be readily identified. At the end of each fiscal year, any savings in the overall cost of the insurance programs (defined as the total premium equivalent contributions for that year compared to the projected total premium contributions for the next year) shall be placed in a reserve which may only be used to fund future employee supplements, and/or other benefits for employees, prior to the end of the next plan year.

d. All new employees ~~may~~ must elect to enroll in ~~a~~ the District offered Premier Choice plan ~~of their choice subject to conditions for enrollment in such plan~~ for the first three (3) years of employment if they do not voluntarily decline such insurance. Thereafter, the employees may elect to remain in the District Premier Choice plan or elect a different Medical plan during the upcoming Open Enrollment period, effective January 1st of the following year.

e. Benefit levels, plan design, cost containment for the plan, premium contributions, and benefit improvements will be reviewed annually by the Superintendent's Insurance and Wellness Advisory Committee. The Superintendent's Insurance and Wellness Advisory Committee will make recommendations to the Superintendent about benefit levels, plan design, cost containment for the plan, and benefit improvements. ~~Either party may demand negotiations through the Superintendent or designee to amend benefit levels, plan design, cost containment for the plan and benefit improvements, or premium contributions.~~

f. An employee eligible for health insurance may voluntarily decline such insurance. Beginning 2024 Open Enrollment

Period, ~~A~~an employee declining medical insurance for the first time shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance. ~~Employees shall be responsible to maintain proof of continuing medical insurance~~. Employees choosing not to participate in the District's medical ~~health~~ insurance program shall be reimbursed at a rate of ($1,000.00 ~~750.00~~) per year (opt-dollars) if such proof of coverage is provided. If employee does not provide proof of other medical insurance, then employee will not ~~be reimbursed~~ receive any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with provisions of said plan.

g. During the ~~clearance~~ Benefits Onboarding process, new employees shall be informed in writing of the date on which their health insurance becomes effective.

**C. GROUP TERM LIFE INSURANCE:** The District shall provide, without cost to each eligible employee, Group Term Life Insurance equal to one and one-quarter (1 1/4) times the employee's annual salary, rounded up to the next higher multiple of one thousand dollars ($1,000), and subject to a minimum of seven thousand dollars ($7,000) and a maximum of fifty thousand dollars ($50,000). The District shall provide group term life insurance for all permanent ~~school food service personnel~~ Food and Nutrition Services Employee who work at least four (4) hours a day/twenty (20) hours a week.

The employees shall have the option of purchasing, at their own expense through payroll deduction, an additional amount of "Group Term" Life Insurance ranging from one and one-quarter (1¼) times the employee's annual salary, up to five (5) times the employee's annual salary or one million dollars ($1,000,000), whichever is less (medical underwriting may apply above the guarantee issue amounts) in accordance and subject to the provisions of the group life insurance policy provided by the Board. Each employee shall have the option, at the employee's expense, through a direct pay method, to port the coverage or convert the Group Term Life Insurance to an individual life insurance policy upon retirement or termination of employment, according and subject to the provisions of the group life insurance policy.

**D. DISABILITY INSURANCE:** The District shall provide a core disability plan, in accordance and subject to the terms and benefits in the insurance policy, for all permanent ~~school food service personnel~~ Food and Nutrition Services Employee who work at least four (4) hours a day/ twenty (20) hours a week. The employee shall have the option of purchasing at their own expense, through payroll deductions, an enhanced disability plan.

In computing a bargaining unit member's disability pay, the actual number of workdays shall include all paid holidays.

**E. ANNUITY PROGRAMS:** The District shall make available through payroll deduction, tax-deferred annuity programs with companies which qualify and are approved under guidelines and criteria established by the Board.

**F. RETURNING FROM DISABILITY LEAVE:** It is agreed and understood that the District has no obligation to provide an employee returning from disability leave with a light-duty assignment. It is further agreed that the District shall not remove an employee from disability leave for the reason that the employee is able to perform a light-duty assignment when such assignment does not exist.

**G. JURISDICTION:** The specific insurance benefits and levels of benefits agreed to by the parties shall be contained and set forth in insurance booklets which will be distributed electronically to all eligible unit members or maintained on the Benefits Department website.

The Federation reserves the right to review current insurance contracts offered to employees.

**H. LIABILITY INSURANCE:** The Board shall provide Liability Insurance at no cost to employees in the amount of five hundred thousand dollars ($500,000) for each employee in case of suit arising from or in the performance of the employee's duties.

**I. VISION INSURANCE:** The Board shall provide, without cost to the employee, a basic vision insurance program in accordance with the terms and benefits in the summary plan description. Employees may also elect to enroll in an enhanced vision insurance plan at the employee's expense.

**J. CAFETERIA PLAN:** Employees who are currently eligible for all fringe benefits shall have access to the "Cafeteria Plan" established by the Board. The following criteria shall apply to the granting of cafeteria insurance benefits:

1. The Board will provide twenty-five dollars and no cents ($25.00) per month not to exceed $300.00 per employee per school year. Employees hired after the commencement of the school year shall receive twenty-five dollars and no cents ($25.00) per month for each full month of employment.

2. The specific benefit components of the Cafeteria Plan shall be maintained on the Benefits Department website.

~~**K. FOURTH TIER:** The parties agree to eliminate enrollment in the fourth tier dependent rate which is identified in insurance documents as the "children (both spouses District employees employed in the same plan)" effective at the conclusion of the open enrollment period (November 1994) for the 1995 insurance plan year. Employees enrolled in the fourth tier prior to the date indicated above may remain in this tier until the time their employment with the District ends. Once all of the affected employees have left the employment of the Board, the fourth tier shall be eliminated.~~

**L. DECLINING/OPTING-OUT OF INSURANCE:** An employee eligible for health insurance may voluntarily decline/opt-out of such insurance. ~~An employee declining medical insurance shall be required to sign an affidavit indicating other medical coverage and provide proof of other medical insurance. Employees shall be responsible to maintain proof of continuing medical insurance. Employees choosing not to participate in the School Board of Broward County's health insurance program shall be reimbursed at a rate of $750.00 per year (opt-out dollars) only if such proof is provided. If the employee does not provide proof of other medical insurance, then the employee will not be reimbursed any opt-out dollars. Said opt-out dollars shall be deposited into the employee's cafeteria plan and those opt-out dollars may be used in a manner consistent with the provisions of said plan~~. The parties mutually agree to discuss the opt-out plan as it pertains to premiums for other coverage.

2027 Health Insurance Changes
Changes in Blue

| Premier Plus | | | | | | | |
|---|---|---|---|---|---|---|---|
| | **<25K** | **25K - 50K** | **50K - 75K** | **75K-100K** | **100K-125K** | **125K-150K** | **150K+** |
| *Annual | **$390** | **$490** | **$990** | **$1,600** | **$2,250** | **$2,820** | **$3,375** |
| 24 deductions 12-month calendar | **$16.25** | **$20.42** | **$41.25** | **$66.67** | **$93.75** | **$117.50** | **$140.63** |
| 20 deductions 10-month calendar | **$19.50** | **$24.50** | **$49.50** | **$80.00** | **$112.50** | **$141.00** | **$168.75** |
| Premier | | | | | | | |
| | **<25K** | **25K - 50K** | **50K-75K** | **75K-100K** | **100K-125K** | **125K-150K** | **150K+** |
| *Annual | **$240** | **$300** | **$720** | **$960** | **$1,560** | **$2,280** | **$2,400** |
| 24 deductions 12-month calendar | **$10.00** | **$12.50** | **$30.00** | **$40.00** | **$65.00** | **$95.00** | **$100.00** |
| 20 deductions 10-month calendar | **$12.00** | **$15.00** | **$36.00** | **$48.00** | **$78.00** | **$114.00** | **$120.00** |
| Premier Choice | | | | | | | |
| | **<25K** | **25K - 50K** | **50K-75K** | **75K-100K** | **100K-125K** | **125K-150K** | **150K+** |
| *Annual | $0 | $0 | $0 | $0 | $0 | $0 | $0 |

* Illustrative Purposes Only
* Individual employees' bi-weekly deductions will vary based on payroll calendar.
* If approved, deductions would begin in December 2026

| | **Premier Plus HMO** | | **Premier HMO** | | **Premier Choice HSA** | |
|---|---|---|---|---|---|---|
| | Current | Changes | Current | Changes | Current | Changes |
| Deductible Before Copay | No | **Yes** | No | **Yes** | Yes | Yes |
| Deductible | $250 | **$350** | $500 | **$700** | $2,500 | $2,500 |
| Out of Pocket Max | $2,000 | **$2,500** | $2,500 | **$3,000** | $6,600 | $6,600 |
| PCP Copay | $25 | $25 | $25 | **$35** | **30% | **30% |
| Specialist Copay | $45 | $45 | $45 | **$60** | **30% | **30% |
| Pharmacy Copay - 30 day ($) | 6/10/50/75 | **15/25/75/120** | 10/50/75 | **20/75/120** | **10/45/75 | **10/45/75 |
| Pharmacy Copay - 90 day ($) | 6/10/100/150 | **15/25/150/240** | 10/100/150 | **20/150/180** | **20/90/150 | **20/90/150 |

** After Deductible

<u>In Addition:</u>

1. The Distict will explore contracting with a supplemental enhanced primary care provider. The goal is to reduce health care costs for the District and the employees who join the enhanced primary care provider at no additional cost to the employee.

2.New employees to the District must elect to enroll in the District-paid Premier Choice HSA plan for the first three years of employment, if they do not voluntarily opt out of health insurance. After three years, the employee may elect to remain in the Premier Choice HSA or elect a different medical plan during the Open Enrollment period effective Jan. 1st of the following year.

3. Employees choosing not to participate in the SBBC's health insurance program shall receive **$1,000** if they provide proof of medical insurance through another provider.