

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

**Employment & Salary Administration Handbook for
Non-Bargaining Unit Employees**

This handbook encompasses guidelines and administrative procedures that govern compensation and employment actions of non-bargaining employees of the Broward County Public Schools. Any major policy beyond this handbook shall not be in effect until adopted by the School Board.

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I. Purpose

The purpose of this handbook is to communicate the rules governing employment and salary administration to Broward County Public Schools employees in positions not covered by a collective bargaining agreement. These rules may change periodically and shall be revised accordingly. References to elements of compensation identified in this document as based upon collective bargaining agreement provisions shall be administered according to the terms specified in the appropriate collective bargaining agreement.

Unless otherwise stated, this information is applicable to the following Meet and Confer employee groups:

- Educational Support and Management Association of Broward, Inc. (ESMAB)
- Broward Principals and Assistants Association (BPAA)
- Confidential Office Personnel Association (COPA)

Employees covered under collective bargaining agreements shall refer to the contract language applicable to their position for comparable information. The unions with representation in Broward County Public Schools and their associated collective bargaining agreements are as follows:

- Broward Teachers Union (BTU)
 - Education Professionals (EP)
 - Technical Support Professionals (TSP)
 - Educational Support Professionals (ESP)
- Federation of Public Employees (FOPE)
 - Clerical/Secretarial Contract
 - Food Service Contract
 - Maintenance, Campus Monitors, Security Specialists, Transportation, and Facilities Service Contract
- Police Benevolent Association (PBA)

II. Definitions

- A. **Acting Pay** – additional compensation for a temporary assignment of an ESMAB employee to a vacant position of a higher level for which a job description exists.
- B. **Assigned Calendar** – annual work days in effect for positions which may include but not be limited to 186, 196, 216, 244, etc.
- C. **Conditional Employment** – employment with the Broward County Public Schools is on a conditional basis pending satisfactory completion of the Background Security Check process including receipt of FDLE/FBI review of the employee’s fingerprints.
- D. **Confidential Office Personnel Association (COPA)** – clerical positions that are excluded from the clerical bargaining unit and are assigned “confidential employee” status by virtue of acting in a confidential capacity to assist or aid select managerial employees, as defined by Section 447.203 (4) and (5) Florida Statutes. Identification of positions which meet these definitions shall be determined on a case-by-case basis by the Chief Human Resources Officer or assigned designee. Employees in positions identified as “confidential” are eligible for membership in the Confidential Office Personnel Association (COPA).

One clerical position may be designated at each school by the principal as the Confidential School-Based office position.

- E. **Demotion** – an action resulting in an employee being assigned to a lower level position as determined by the Compensation Department.

Involuntary - action may occur as result of a job study or reorganization on the existing position or an involuntary assignment to a lower level position.

Voluntary – action which may result from employee assignment to a vacant lower level position.

- F. **Exempt/Nonexempt Job Status** – all positions are classified as exempt or nonexempt in accordance with the Fair Labor Standards Act and with respect to Florida statutes governing minimum wage and overtime provisions.
- G. **Fiscal year** – operational period for the Broward County Public Schools. The fiscal year begins on July 1st and ends on June 30th.

- H. **Job** – a specific function or body of work to be performed which is defined under a job description.
- I. **Job Classification** – assignment of a job to the appropriate salary schedule and pay grade/salary band.
- J. **Job Study** – process of assigning the job to the appropriate salary schedule and pay grade/salary band. The process includes analysis of job responsibilities and knowledge required to perform the job; comparison to jobs of similar scope internally and externally to ensure appropriate pay level. A job study shall be conducted according to the procedural review and approval by the Compensation Department.
- K. **Lateral Transfer** - an assignment to a different position of the same or comparable pay grade/salary band/step shall result in no change in pay. If the change is to a position on a different salary schedule, salary placement shall be determined based on the employee’s salary within the pay grade/salary band or to the closest step.
- L. **Pay Grade/Salary Band** – level of the job, for pay purposes, on the assigned salary schedule.
- M. **Probationary Period**
 - 1. **Educational Support and Management Association of Broward County, Inc. (ESMAB) and Broward Principals and Assistants Association (BPAA) positions** – the first 97 days of assignment to a position is a probationary period. During the probationary period the employee may be dismissed without cause or may resign from the position.
 - 2. **Confidential Office Personnel Association (COPA) positions** - the first 131 days of assignment to a position is a probationary period. During the probationary period the employee may be dismissed without cause or may resign from the position.
- N. **Promotion** – an action resulting in an employee being assigned to a different position with a higher pay grade/salary band/step.
- O. **Salary Schedule** – a compilation of pay grades, steps and salary ranges/bands for assigned jobs. Broward County Public Schools maintains multiple salary schedules based on job functions, i.e. clerical, teachers, maintenance workers, professional/technical as well as union representation.

- P. **Task-Assigned Duties** - the temporary assignment of duties to an employee, with the approval of the School Board, for which a job description may or may not exist.
- Q. **Workday** - the normal workday shall include one (1) hour unpaid lunch for employees covered by these guidelines. The work schedule shall be determined by the supervisor based on department need.
- R. **Year of Service** - employees who worked at least one (1) day more than half of their assigned calendar and/or salary schedule in the prior fiscal year shall have attained the required year of service.
- S. **Grandfathered Salary Schedule** - Step-based salary schedule for school-based Principals and Assistant Principals employed prior to July 1, 2014.
- T. **Pay for Performance Compensation Plan** - Compensation Plan for Administrators hired on or after July 1, 2014 and which is available upon a voluntary election by Administrators hired prior to July 1, 2014.
- U. Complexity Factors - Economic and/or student performance criteria measurements of a school's student composition.
- V. Quartiles - Classification of schools into four groups based upon student enrollment size and complexity factors.

III. Employment Status

The Broward County Public Schools is considered to be an employer of choice in South Florida. High standards must be fully met, as outlined in the job description, for job applicants to be considered for employment with the District.

- A. New employees are hired on a conditional basis and must successfully complete an initial probationary period.
- B. Continued employment is on a fiscal year basis pending Board approved reappointment for the next fiscal year.
- C. Salaries are paid on a bi-weekly basis. An employee's first paycheck will normally be received by the second payday following the effective employment date.
- D. New employees shall enter at the appropriate pay based on the candidate's skills and experience. Consideration shall be given to external market competitiveness, comparability, and internal consistency in making the final pay determination. Under no circumstances shall salary placement be less than the minimum or above the maximum of the salary range for the job.

New employees who meet the minimum qualifications of the position will normally enter at the salary range minimum for the pay grade/salary band/category. If the new employee exceeds the minimum qualifications, the Superintendent may elect to offer the employee a salary up to 5% higher than his/her current or most recent salary, where applicable. Under certain circumstances, the Superintendent may authorize a higher salary placement within the assigned pay grade/salary band for a candidate who possesses a unique background and skill set needed for the district's strategic purposes.

- E. Regular, full-time employees are eligible to choose from insurance benefits that are offered by the Board. In some instances employees may, at their own expense through payroll deduction, purchase additional amounts and types of benefit coverage for themselves, their spouses and/or their dependent children. Insurance benefits begin on the first day of the month after thirty (30) days of regular employee status with Broward County Public Schools.
- F. Regular, full-time employees are required to be members of the Florida Retirement System. Effective July 1, 2011, employees shall be required to contribute 3% of their salary for retirement purposes. Contributions may be subject to change. Details can be accessed at www.myFRS.com.

G. Salaries for rehired retirees must be established at the minimum of the pay grade/salary band/step to which their position is assigned. Rehired retiree assignments may only be granted when there is a leadership gap and a replacement plan is in place. Rehired retiree assignments shall not exceed six (6) months.

H. In accordance with State legislation, effective July 1, 2014 Principals and Assistant Principals shall be assigned to the Administrator Performance-based compensation plan. For the purpose of this plan, Assistant Principals promoted to the position of Principal on or after July 1, 2014 shall be regarded as a newly hired Principal.

Principals and Assistant Principals employed on or prior to June 30, 2014 will remain on the Grandfathered salary schedule. A one-time irrevocable election is permitted to move to the Performance-based compensation plan. Salary shall be adjusted for an Administrator who elects the Performance-based compensation plan. Salary adjustment shall be determined based upon a fixed amount for every third step attained on the Grandfathered salary schedule. If the annual salary of a Principal or Assistant Principal on the Grandfathered plan is *lower* than the resulting annual salary on the pay for performance plan, the salary shall be adjusted to the higher salary. The adjusted salary shall be effective on the first pay cycle of the following fiscal year. If the annual salary of an Administrator on the grandfathered plan is *higher* than the annual salary on the Performance-based compensation plan, salary shall remain unchanged. Administrators shall remain ineligible for future salary adjustments unless salary is adjusted higher due to the assigned school's size and complexity factors.

Salary shall be preserved upon initial election to the Performance-based compensation plan until the plan is reevaluated. Salary adjustments shall be determined in accordance with the previous sections above.

Plan reevaluation shall include a review of the school size and complexity factors used in the Performance-based compensation plan and shall occur no later than every third year, unless modified by law.

IV. Compensation Administration

- A. Salary schedules are reviewed annually to ensure maintaining competitive pay opportunities.
- B. The Board shall decide annually on the amount, if any, of salary schedule increases and manner of implementation.
- C. Eligibility for Salary Increase
 - 1. Employee eligibility to participate in a Board approved salary increase requires employment with the District after attaining a year of service, as defined below, in an active, regular status with a Satisfactory/ Effective or better performance evaluation rating. The effective date of the increase will be determined by the Board.
 - 2. A year of service is attained by working at least one (1) day more than half of the work calendar to which an employee was assigned during the prior fiscal year. An employee with a break-in-service and a new hire date or who has accepted a position on a different salary schedule shall be treated as a new employee and shall be required to attain a new year of service to be eligible for a future salary increase.
 - 3. Any salary increase administered as the result of a job change will have an effective date consistent with the date the employee becomes active in the job.
- D. Periodically, job studies are performed to ensure job descriptions accurately reflect the current requirements to perform the job, that the associated responsibilities are up to date, and that the job has been accurately classified on the salary schedule. Job studies are also utilized to ensure internal equity and competitiveness with external pay opportunities for comparable jobs. New job descriptions are developed and classified as organizational needs dictate. The following are general guidelines governing the job study process:
 - 1. Annually, the organizational chart is reviewed by the Superintendent and members of senior leadership to ensure that the deployment of positions is aligned to strategic needs. This review may determine the need to develop new job descriptions or update existing descriptions.
 - 2. The Compensation Department shall work in collaboration with senior leaders to develop new or revised job descriptions.
 - 3. New or revised job descriptions and associated pay grade/salary band/category recommendations require Board approval. Any new or proposed changes to a position's title, duties or pay should be supported

by documentation outlining the rationale for the new or revised position(s) and any budgetary impact.

- a. Non-material changes (as determined by the Compensation Department) in job titles, responsibilities, or minimum qualifications, with an upgrade of no more than one (1) pay grade/salary band, shall not require advertisement of the position.
- b. Material changes to job titles, job responsibilities or minimum qualifications (as determined by the Compensation Department), with an upgrade of two (2) or more pay grades/salary bands, will require a job to be advertised. These will be treated as new positions so that current incumbents, if any, must apply for the position and compete equally with other job applicants.

- E. Employees in Confidential Office Personnel positions (COPA) are eligible to receive Career Incentive Pay, paid annually over twenty-six (26) pay periods, effective beginning the anniversary date of service based on achieving the required years of service* in a clerical position. Payment of the incentive shall be consistent with the terms, conditions, and amounts specified in the Federation of Public Employees (FOPE) Clerical/Secretarial collective bargaining agreement.

Years of service shall include all years of work as a regular employee in a Confidential Office position plus all years in the Federation of Public Employees secretarial bargaining unit. Employees who worked in a Broward School Board bargaining unit other than the secretarial/clerical unit shall be given credit for one-half of all such years toward years of service requirements for Confidential secretaries.

- F. Employees in Confidential Office Personnel positions (COPA) who work the full school year without any absenteeism, excluding vacation, Family Medical Leave, Military Service Active Duty (Reservist/National Guard) leave, Workers Compensation Leave (including Illness in the Line of Duty), Declared Emergency Leave, and Subpoena/Jury Duty, are eligible to receive a Perfect Attendance Award. Payment of the incentive shall be consistent with the terms, conditions, and amounts specified in Federation of Public Employees (FOPE) Clerical/Secretarial collective bargaining agreement.

- G. Employees in Educational Support and Management Association of Broward, Inc. (ESMAB) and Broward Principals and Assistants Association (BPAA) positions, who possess an advanced degree in a related field that is higher than the minimum education requirement in the job description for their position, are eligible to receive an annual incentive according to the Board adopted salary

schedule agreed to between the Board and by the meet and confer representatives for Educational Support and Management Association of Broward, Inc. (ESMAB) and Broward Principals and Assistants Association (BPAA) positions. Consideration to continue the incentives shall be subject to approval by the School Board.

H. Principals or Assistant Principals currently assigned to the grandfathered salary schedule are classified by salary lanes. School student enrollment count and complexity factors shall be used to determine an Administrator's salary on the Performance-based compensation plan. Complexity factors are subject to change upon Board approval. Salary shall be preserved until further notice for Principals or Assistant Principals who accept an assignment pursuant to the Superintendent's request.

V. Employment Action Guidelines

Numerous opportunities exist for varied work experiences and career advancement within Broward County Public Schools. The following outlines how associated pay changes shall be administered based on the employment action.

- A. **Reclassification** - Educational Support and Management Association of Broward, Inc. (ESMAB), Broward Principals and Assistants Association (BPAA) and Confidential Office Personnel Association (COPA) positions:

When, as a result of a Board-adopted job description, a job has been increased by one pay grade/salary band/step, the employee's salary may increase between 5% to 10% (or, in the case of a BPAA employee, to the closest equivalent step) based upon the qualifications of the employee and a review to be conducted by the Compensation Department for internal equity purposes of the pay of employees assigned to the same pay grade/salary band/category.

An upgrade of more than one pay grade/salary band/step may result in a salary increase of more than 10% (or, in the case of a BPAA employee, to the closest equivalent step) of the employee's salary based upon the qualifications of the employee and subject to a review by the Compensation Department for internal equity purposes of the salaries of the employees assigned to the same grade/salary band/category.

The effective date of the pay increase shall be consistent with the date the employee becomes active in the job.

When a job has been reclassified to a lower pay grade/salary band/step as a result of reorganization, the affected employee's salary shall remain at the same level for six months following the effective date of the change. After six months, the employee's salary may be reduced up to 10% (or in the case of a BPAA employee, to the closest equivalent step). Determination of the reduction shall be subject to review by the Compensation Department of the salaries of the employees assigned to the same pay grade/salary band/category.

If a job has been reclassified to a lower pay grade/salary band/step as a result of reorganization, and the affected employee's salary is greater than the maximum salary of the new pay grade/salary band/category, the employee's salary shall be reduced to the maximum ~~shall continue to be paid at the higher rate of pay~~ but and his/her pay shall not be eligible for an increase until such time that the employee's pay is below the maximum salary of the pay range/salary band/category.

B. Promotion

1. Educational Support Management Association of Broward County, Inc. (ESMAB) positions:

When an employee is promoted as a result of a job change or job progression to a higher salary band position within the ESMAB salary band schedule, or from a different salary schedule, the annual base salary may increase between 5% and 10%, but shall not exceed the maximum of the new salary band. Determination of the new salary shall be made by the Compensation Department based on their review of the salaries of employees assigned to the same salary band.

2. Broward Principals and Assistants Association (BPAA) positions:

When an employee is promoted to a higher position within the BPAA salary schedule (“grandfathered salary schedule”), or from another salary schedule, the annual base salary may increase between 5% and 10% to the closest equivalent step. Determination of the salary shall be made by the Compensation Department based on their review of salaries of employees assigned to the same category. The resulting pay shall be no less than the minimum and no more than the maximum of the applicable category. The salary shall be annualized based on the corresponding calendar of the position.

There may be times when the uniqueness of an individual job and level of necessary skills may require a higher salary placement than stipulated in this section. Under such circumstances, the Superintendent may recommend a higher salary placement or step.

3. Confidential Office Personnel Association (COPA):

When an employee is promoted to a different position of a higher pay grade from within the COPA salary schedule, or from a different salary schedule, the employee’s annual base salary may increase between 5% and 10%. Determination of the salary will be made by the Compensation Department based on their review of the salaries of employees assigned to the same pay grade. The resulting pay shall be no less than the minimum and no more than the maximum of the pay grade.

There may be times when the uniqueness of an individual job and level of necessary skills may require a higher salary placement than stipulated in this section. Under such circumstances, the Superintendent may recommend a higher salary placement of the assigned pay grade.

- C. **Demotion** - Educational Support Management Association of Broward County, Inc. (ESMAB), Broward Principals and Assistants Association (BPAA) and COPA (Confidential Office Personnel Association) positions.

An employee may be reassigned, either voluntarily or involuntarily, to a different position with a lower salary band/step.

If the reassignment is to a non-bargaining unit position in a lower pay grade/salary band/step for non-disciplinary reasons due to reorganization, and the employee's salary in the former position is within the pay grade/salary band/step of the new position, the employee's salary will remain at the same level for six months following the effective date of the position change. After six months, the employee's salary may be reduced between 5% and 10% (or equivalent step), the size of the reduction to be determined as a result of a review by the Compensation Department of the salaries of the employees assigned to the same pay grade/salary band/category.

If the employee's salary in the former position is greater than the maximum of the new pay grade/salary band/category, the employee will continue to be paid at the higher salary; however he/she will be ineligible for future annual increases until such time when the salary is below the maximum of the pay grade/salary band/step.

For involuntary reassignment to a lower level position in a non-bargaining unit, if the employee's salary in the former position is within the salary band/step of the new position, the employee's salary will remain at the same level for six months following the effective date. After six months, the employee's salary may be reduced between 5% and 10% (or equivalent step), the size of the reduction to be determined as a result of a review by the Compensation Department of the salaries of the employees assigned to the same pay grade/salary band/category.

If the employee's salary in the former position is greater than the maximum of the new pay grade/salary band/category, the employee's salary shall be reduced to the maximum ~~will continue to be paid at the higher salary; however and~~ he/she will be ineligible for future increases until such time that the salary is below the maximum of the pay grade/salary band/step.

If the reassignment to a lower level position in a non-bargaining unit is for disciplinary reasons, the employee's salary shall be reduced immediately, the size of the reduction to be determined as a result of a review by the Compensation Department of the salaries of the employees assigned to the same pay grade/salary band/category.

If the reassignment is to a lower level position in a non-bargaining unit is voluntary and non-disciplinary, the employee's salary shall be reduced immediately by 5% to 10% (or next equivalent step) as determined by the Compensation Department.

If the reassignment/demotion is to a bargaining unit position, the provisions of the respective collective bargaining agreement shall apply to any resulting salary placement, if any.

D. Task-Assignments, Temporary Assignments and Acting Pay

All task assignments and temporary assignments require Board approval and shall not exceed one year in duration.

A task assignment of duties of the same or lower pay grade/salary band shall result in no change in pay. A task assignment of duties of a higher pay grade/salary band would qualify for a task assignment differential.

A temporary assignment to a position of the same or lower salary band shall result in no change in pay. A temporary assignment to a position in a higher salary band would qualify for acting pay.

The task assignment differential and acting pay are both 10% of base salary and are effective the day following Board approval. When the assignment ends, it is the responsibility of the manager requesting the assignment to ensure Personnel Services is notified immediately to discontinue the payment.

Upon completion of a Job Study where an employee is actively performing a task assignment or temporary assignment, the employee may be appointed to the position at the discretion of the Superintendent.

For acting positions that report directly to the Superintendent, the Superintendent may assess the employee's performance in the position at the end of six months, and has the discretion to recommend the acting candidate for the position.

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