



Item : vii.

Monday, September 30, 2024

**SUBJECT: Approve Memorandum of Understanding Adjusting The FAUS
2024-2025 Salary Schedule Pursuant to the Florida Department of
Education's Finance Program Allocation**

PROPOSED BOARD ACTION

Approve Memorandum of Understanding adjusting the FAUS 2024-2025 salary schedule pursuant to the Florida Department of Education's Finance Program Allocation.

BACKGROUND INFORMATION

Employees of the A.D. Henderson University School and FAU High School, together known as FAU Schools ("FAUS"), are covered by the 2022-2025 Collective Bargaining Agreement ("CBA") between the Florida Atlantic University Board of Trustees and the United Faculty of Florida ("UFF") and a September 26, 2023 Memorandum of Understanding ("MOU") with UFF. Article 23.4(i)(1)(b) of the September 26, 2023 MOU provides a minimum salary for FAUS employees of \$49,500 for the Performance Salary Schedule.

In the 2024 Florida legislative session, the Legislature passed and Governor DeSantis signed an allocation approving \$1.25 billion for teacher salary increases throughout the state as part of the General Appropriations Act. The Florida Department of Education's Florida Education Finance Program ("FEFP") allocated \$87,578 of these funds to FAUS to fund the increases.

The Administration and the UFF have agreed that distribution of these funds in accordance with the State's requirements results in a minimum starting salary for Article 23.4(i)(1)(b) non-permanent FAUS faculty on the Performance Salary Schedule of \$51,000, instead of the current \$49,500. In addition to the CBA base salary increase implemented in 2023-2024, all returning FAUS employees rated Highly Effective or Effective will receive a 3% increase applied in accordance with Article 23.4, except teachers whose base salaries increased from \$49,500 to \$51,000 in 2024-2025. In total these salary increases positively impact 62 full-time teachers.

IMPLEMENTATION PLAN/DATE

Effective upon Board of Trustees and UFF ratification

FISCAL IMPLICATIONS

This year's legislation created and funded this new allocation within the FEFP. The portion of these new funds allocated to FAUS combined with FAUS's existing FEFP allocation fully fund the increases for all affected faculty. The legislation requires school districts to maintain the new minimum base salary in subsequent fiscal years unless specifically changed in a future General Appropriations Act.

Supporting Documentation: (1) United Faculty of Florida at FAU and the Florida Atlantic University Board of Trustees 2024- 2025 Memorandum of Understanding; (2) CBA Article 23.4; and (3) 2023-2024 MOU Article 23.4.

Presented by: Daniel A. Jones, Vice President of Legal Affairs & Counsel
Phone: 561-297-3000

**United Faculty of Florida at FAU (UFF-FAU) and the Florida Atlantic University
Board of Trustees Memorandum of Understanding**

The United Faculty of Florida at Florida Atlantic University (UFF-FAU) and the Florida Atlantic University Board of Trustees (FAU BOT) hereby enter this Memorandum of Understanding (MOU) to memorialize the parties' agreement.

1. Each Florida school district is required to submit a plan for the distribution of Classroom Teacher and Other Instructional Personnel Salary Increase Allocation by October 1, 2024.
2. The Performance Salary Schedule (PSS) employee base minimum starting salary is \$51,000. Salaries of annual employees on the Performance Salary Schedule below the newly established minimum salary will be adjusted to \$51,000.
3. 2024-2025 Teacher Salary Increase Allocation. All eligible returning FAUS employees shall receive an additional 3% base salary increase in 2024-2025 for achieving an overall performance rating of Highly Effective or Effective in 2023-2024, except teachers whose base salaries increased from \$49,500 to \$51,000 in 2024-2025.
4. The terms of this MOU shall become effective upon ratification, with retroactivity to the start of the employee's 2024-2025 academic year and remain in effect through the duration of the agreement.

Tentatively Agreed

FAU Administration

Print Name(s)

Signature(s)

Date

UFF-FAU Bargaining Co-Chairs

Dawn L. Rothe

Print Name(s)



Signature(s)

9/9/2024

Date

**United Faculty of Florida at FAU (UFF-FAU) and the Florida Atlantic University Board of Trustees
Memorandum of Understanding**

The United Faculty of Florida at Florida Atlantic University (UFF-FAU) and the Florida Atlantic University Board of Trustees (FAU BOT) hereby enter this Memorandum of Understanding (MOU) to memorialize the parties' agreement to modify Collective Bargaining Agreement Article 23 *as to FAUS*.

1. Each Florida school district is required to submit a plan for the distribution of Teacher Salary Increase Allocation funds by October 1, 2023.
2. The parties hereby agree to modify CBA Article 23 as follows:

23.4 Florida Atlantic University School Employees. FAUS employees shall participate in the FAUS Salary Schedule: Grandfathered and Performance. For the purposes of FAUS and this section only, these terms shall become effective upon the start of the employee's academic year. Except where retroactivity is expressly allowed herein, any changes in terms or benefits of employment will be effective upon ratification.

(a) FAUS Employee Promotion Increases.

- (1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for promotion to each rank for those promoted in 2021-2022, 2022-2023, and 2023-2024 effective upon the start of the academic year appointment upon the promotion. Permanent status and annual employees may be promoted and may receive any promotion/merit salary increase. Permanent employees having earned a 3% increase for meeting the Permanent promotional requirements prior to the establishment of the University School Accomplished Instructor designation are ineligible for an additional 3% increase; however, may be granted the Accomplished Instructor designation.
- (2) These increases shall be granted in an amount equal to a specified percentage of the employee's previous years' base salary at the time of promotion to one of the ranks described below:

3%	To achieve University School Accomplished Instructor;
7%	To University School Assistant Professor;
8%	To University School Associate Professor; and
9%	To University School Professor

(b) FAUS Non-Permanent Employee Performance Salary Schedule (PSS) Increases. All eligible non-permanent status FAUS employees shall receive a

2% base salary increase in 2021-2022, 2022-2023 and 2023-2024 for achieving an overall performance rating of Highly Effective or 1.75% base salary increase for achieving an overall performance rating of Effective in 2021-2022, 2022-2023, and 2023-2024.

- (c) 2022-2023 Teacher Salary Increase Allocation. All eligible non-permanent status FAUS employees shall receive an additional 3% base salary increase in 2022-2023 for achieving an overall performance rating of Highly Effective or 2.75% base salary increase for achieving an overall performance rating of Effective in 2021-2022.
- (d) FAUS Permanent Employee Grandfathered Salary Schedule (GSS) Increases. All eligible permanent status FAUS employees shall receive a 1.75% base salary increase in 2021-2022, 2022-2023, and 2023-2024 for achieving an overall performance rating of Highly Effective or Effective.
- (e) 2022-2023 Teacher Salary Increase Allocation. All eligible permanent status FAUS employees shall receive an additional 2.75% base salary increase in 2022-2023 for achieving an overall performance rating of Highly Effective or Effective in 2021-2022.
- (f) Differentiated Pay. Permanent employees on the Grandfathered Salary Schedule shall receive a 0.25% base salary increase in 2021-2022, 2022-2023, and 2023-2024 for achieving a Highly Effective overall performance rating and serving as a full-time faculty member at FAUS for a minimum of 10 years.
- (g) 2022-2023 Additional Differentiated Pay. Permanent employees on the Grandfathered Salary Schedule shall receive an additional 0.25% base salary increase in 2022-2023 for achieving a Highly Effective overall performance rating.
- (h) 2023-2024 Teacher Salary Increase Allocation. All eligible returning FAUS employees shall receive an additional 3% base salary increase in 2023-2024 for achieving an overall performance rating of Highly Effective or Effective in 2022-2023.

The increases for Permanent and Non-Permanent employees are subject to state law governing salary increases for K-12 teachers and include any applicable legislative appropriated compensation, unless the appropriated amount exceeds the amount obligated in this section.

- (i) Performance and Grandfathered Salary Schedules for FAUS Employees.
 - (1) In accordance with 1012.22, F.S., the State requires two salary schedules: Grandfathered and Performance.
 - a. Grandfathered Salary Schedule.

The Grandfathered Salary Schedule (GSS) is limited to full-time (1.0 FTE) school employees who currently have and remain employed on a permanent status contract. The GSS employee base minimum starting salary is \$54,500.

GSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(i). Supplements are not added to or become part of the base salary.

GSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

b. Performance Salary Schedule.

The Performance Salary Schedule (PSS) is only available to instructional personnel on an annual contract. Employees on the GSS or with a permanent status contract are not eligible for PSS. Permanent status employees may “opt in” to the PSS by permanently forfeiting permanent status and assuming employment on an annual contract. A permanent employee may not return to the GSS or regain permanent status.

The PSS employee base minimum starting salary is \$49,500. Salaries of annual employees on the Performance Salary Schedule below the newly established minimum salary will be adjusted to \$49,500.

PSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(i). Supplements are not added to or become part of the base salary.

PSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

(2) Advanced Degree Supplements.

Eligible employees may receive a single advanced degree supplement based on the highest degree earned. The supplements are not added to or become part of the base salary. The supplements are calculated as follows:

2021-2022

<u>Highest Degree Earned</u>	<u>Annual Supplement</u>
Masters	\$3,000.00
Double Masters	\$4,000.00
Specialist	\$4,000.00
Doctorate	\$5,500.00

2022-2023

<u>Highest Degree Earned</u>	<u>Annual Supplement</u>
Masters	\$3,250.00
Double Masters	\$4,250.00
Specialist	\$4,250.00
Doctorate	\$5,750.00

2023-2024

<u>Highest Degree Earned</u>	<u>Annual Supplement</u>
Masters	\$3,500.00
Double Masters	\$4,500.00
Specialist	\$4,500.00
Doctorate	\$6,000.00

(j) Joint Appointments. FAUS employees holding joint appointments with a department or unit in the University shall be eligible for any salary increases available to other part-time members of the bargaining unit in such department unit of the University, with such increases appropriately pro-rated.

(k) FAUS Supplements. FAUS employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:

(1) The activity must involve duties that extend beyond the normal workday;

(2) Upon prior written approval, employees shall receive a separate salary supplement of \$30 per hour (to go into effect upon ratification of this Agreement) for each assigned activity, excluding Clubs and Athletics stipends;

(3) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.

23.5 Report to Employees. All employees shall receive notice of their salary increase, if applicable. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial recommendation for salary increases.

**FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES AND
THE UNITED FACULTY OF FLORIDA
COLLECTIVE BARGAINING AGREEMENT 2022-2025**

(7) The new base salary for all University Instructors must be equal to or greater than \$54,000, effective in 2022-2023.

(b) Legislative Salary Increase. Any increase provided in accordance with the 2022, 2023, or 2024 General Appropriations Act will be provided as defined therein.

23.3 Additional University Compensation Increases for Faculty. The FAU Board of Trustees has made a commitment to provide funds for additional compensation increases for all high-performing in-unit faculty (not FAUS) and librarians. Each pool of funds below includes any applicable legislative appropriated compensation and applies to all regular bargaining unit employees who were employed as of the prior May 1 and have continued in-unit employment through the date of distribution.

(a) 2022-2023 Base Salary University Merit Increases. A 2.00% merit base wage increase will be awarded in 2022-2023, contingent upon earning a 3 or higher on annual performance evaluation.

(b) 2023-2024 Base Salary University Merit Increases. A 2.00% merit base wage increase for the year 2023-2024, contingent upon earning a 3 or higher on annual performance evaluation.

(c) 2024-2025 Base Salary University Merit Increases. A 2.00% merit base wage increase for the year 2024-2025, contingent upon earning a 3 or higher on annual performance evaluation.

23.4 Florida Atlantic University School Employees. FAUS employees shall participate in the FAUS Salary Schedule: Grandfathered and Performance. For the purposes of FAUS and this section only, these terms shall become effective upon the start of the employee's academic year. Except where retroactivity is expressly allowed herein, any changes in terms or benefits of employment will be effective upon ratification.

(a) FAUS Employee Promotion Increases.

(1) Promotion increases shall be granted to FAUS employees pursuant to procedures and criteria for promotion to each rank for those promoted in 2021-2022, 2022-2023, and 2023-2024 effective upon the start of the academic year appointment upon the promotion. Permanent status and annual employees may be promoted and may receive any promotion/merit salary increase. Permanent employees having earned a 3% increase for meeting the Permanent promotional requirements prior to the establishment of the University School Accomplished Instructor designation are ineligible for an additional 3% increase; however, may be granted the Accomplished Instructor designation.

(2) These increases shall be granted in an amount equal to a specified percentage of the employee's previous years' base salary at the time of promotion to one of the ranks described below:

- 3% To achieve University School Accomplished Instructor;
- 7% To University School Assistant Professor;
- 8% To University School Associate Professor; and
- 9% To University School Professor

- (b) FAUS Non-Permanent Employee Performance Salary Schedule (PSS) Increases. All eligible non-permanent status FAUS employees shall receive a 2% base salary increase in 2021-2022, 2022-2023 and 2023-2024 for achieving an overall performance rating of Highly Effective or 1.75% base salary increase for achieving an overall performance rating of Effective in 2021-2022, 2022-2023, and 2023-2024.
- (c) FAUS Permanent Employee Grandfathered Salary Schedule (GSS) Increases. All eligible permanent status FAUS employees shall receive a 1.75% base salary increase in 2021-2022, 2022-2023, and 2023-2024 for achieving an overall performance rating of Highly Effective or Effective.
- (d) Differentiated Pay. Permanent employees on the Grandfathered Salary Schedule shall receive a 0.25% base salary increase in 2021-2022, 2022-2023, and 2023-2024 for achieving a Highly Effective overall performance rating and serving as a full-time faculty member at FAUS for a minimum of 10 years.

The increases for Permanent and Non-Permanent employees are subject to state law governing salary increases for K-12 teachers and include any applicable legislative appropriated compensation, unless the appropriated amount exceeds the amount obligated in this section.

- (e) Performance and Grandfathered Salary Schedules for FAUS Employees.
- (1) In accordance with 1012.22, F.S., the State requires two salary schedules: Grandfathered and Performance.

a. Grandfathered Salary Schedule.

The Grandfathered Salary Schedule (GSS) is limited to full-time (1.0 FTE) school employees who currently have and remain employed on a permanent status contract. The GSS employee base minimum starting salary is \$51,000.

GSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 23.4(G). Supplements are not

added to or become part of the base salary.

GSS employees are eligible for promotion base salary increases in accordance with Article 14. Promotion increases shall be calculated on the base salary only, not including any supplement(s).

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The PSS employee base minimum starting salary is \$48,000. Salaries of annual employees on the Performance Salary Schedule below the newly established minimum salary will be adjusted to \$48,000.

PSS employees are eligible for the annual Advanced Degree Supplement described below and those other supplements in accordance with the provisions of Article 24.3(G). Supplements are not added to or become part of the base salary.

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(2) Advanced Degree Supplements.

Eligible employees may receive a single advanced degree supplement based on the highest degree earned. The supplements are not added to or become part of the base salary. The supplements are calculated as follows:

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(g) FAUS Supplements. FAUS employees shall receive salary supplements for approved extracurricular activities assigned by the Director under the following conditions:

(1) The activity must involve duties that extend beyond the normal workday;

(2) Upon prior written approval, employees shall receive a separate salary supplement of \$30 per hour (to go into effect upon ratification of this Agreement) for each assigned activity, excluding Clubs and Athletics stipends;

(3) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.

23.5 Report to Employees. All employees shall receive notice of their salary increase, if applicable. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial recommendation for salary increases.

23.6 Nothing contained herein shall prevent the University from providing salary increases beyond the increases specified above. These increases are provided for market equity considerations; documented compression/inversion; verified counteroffers; increased duties and responsibilities; special achievements; and litigation/settlements. The UFF shall be given notice of any in-unit increase designated for special achievements. Any in-unit increase designated for market equity or compression/inversion shall be pursuant to an Equity Distribution Policy approved by the dean and provided to the UFF. The Equity Distribution Policy shall state the eligibility and distribution formula and apply to all faculty in the