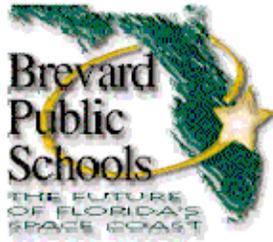


A G R E E M E N T

between the

SCHOOL BOARD OF BREVARD COUNTY



and the

**THE BREVARD FEDERATION OF TEACHERS,
Local 2098,
FLORIDA EDUCATION ASSOCIATION, AFL-
CIO, INC., AMERICAN FEDERATION OF
TEACHERS, NATIONAL EDUCATION
ASSOCIATION**



2008-2009 AND 2009-2010

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AGREEMENT

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This Agreement is made and entered into effective as of midnight February 10, 2009, by and between the School Board of Brevard County, Florida, hereinafter referred to as the "Board" and the Brevard Federation of Teachers, Local 2098, Florida Education Association, AFL-CIO, Inc., American Federation of Teachers, National Education Association, hereinafter referred to as the "Union."

1 **ARTICLE I - RECOGNITION**

2
3 The Board hereby recognizes the Union as the sole and exclusive bargaining
4 representative for the following Type "E", "J", (full and part-time) and "G"
5 employees of the Board, whether under contract or on leave, and such other
6 employees as may be hereafter prescribed by law:

7

8 Classroom Teachers	Title I Teacher Trainer
9 Exceptional Education Teachers	Title I Parent Educator
10 Guidance Counselors	Title I Teachers
11 (elementary and secondary)	
12 Media Specialists	Occupational Specialists
13 Resource Teachers	Coordinating Teacher Units
14 Area Counselors	Exceptional Student Education
15 Lead Teachers	Staffing Specialists
16 Learning Director	Child Find Specialists
17 JROTC Teachers	

18

19 **ARTICLE II - DEFINITIONS**

- 20
- 21 A. The term **TEACHER** shall mean those employees listed in Article I.
 - 22
 - 23 B. The term **UNION** shall refer to the Brevard Federation of Teachers and its
24 duly authorized representatives.
 - 25
 - 26 C. The term **AGREEMENT** shall mean the full and complete agreements
27 between the Union and the Board, duly ratified and signed as set forth in
28 the document.
 - 29
 - 30 D. **ASSAULT AND BATTERY**
 - 31 1. An **"assault"** is an intentional, unlawful offer of
32 corporal injury to another by force, or exertion of force
33 directed toward another under such circumstances as
34 to create a reasonable fear of imminent peril. The
35 assault must be premised on affirmative act.
 - 36
 - 37 2. A **"battery"** consists of the intentional infliction of a
38 harmful or offensive contact on the person of another.
 - 39
 - 40 E. The term **BOARD** shall refer to the School Board of Brevard County and all
41 duly authorized representatives thereof.
 - 42
 - 43 F. The term **DISTRICT** shall refer to the School District of Brevard County.

- 1 G. The term **FISCAL YEAR** shall mean July 1 to June 30, or as otherwise
2 determined by the Florida State Department of Education or higher
3 authority.
4
- 5 H. The term **FULL-TIME TEACHER** shall mean a teacher who is appointed to
6 work forty (40) hours per week for one full semester in any given school
7 year or two (2) consecutive quarters for year round schools.
8
- 9 I. The term **PART-TIME TEACHER** shall mean a teacher who is appointed by
10 the School Board to work less than the normal teacher workweek for twenty
11 (20) or more workdays.
12
- 13 J. The term **PHYSICAL/OCCUPATIONAL THERAPIST ASSISTANT** shall
14 mean those employees who are appointed to work forty (40) hours per
15 week and assist licensed physical or occupational therapists in the student's
16 treatment plan.
17
- 18 K. The term **POSTPLANNING** shall mean those days designated as teacher
19 planning days scheduled after the last day for students as prescribed by the
20 calendar as adopted by the Board.
21
- 22 L. The term **PREPLANNING** shall mean those days designated as teacher
23 planning days scheduled prior to the first school day for students as
24 prescribed by the calendar as adopted by the Board.
25
- 26 M. The term **PRINCIPAL** shall mean the head of any school to which teachers
27 are regularly assigned, or his/her designee.
28
- 29 N. The term **SCHOOL** shall mean buildings at a work location to which
30 teachers are regularly assigned.
31
- 32 O. The term **SCHOOL DAY** shall mean the period of time during which
33 teachers are assigned to be at the school site.
34
- 35 P. The term **SCHOOL SITE** shall mean buildings and grounds to which
36 teachers are regularly assigned.
37
- 38 Q. The term **SCHOOL YEAR** shall mean the period of time beginning with the
39 first workday for teachers and ending with their last workday, inclusive, as
40 prescribed by the calendar as adopted by the Board.
41
- 42 R. The term **SHORT-TERM TEACHER** shall mean a teacher who is appointed
43 to work by the School Board to work in replacement for a regular contract
44 teacher for more than twenty (20) days but less than 99 days in any given

1 school year.

- 2
- 3 S. The term **STUDENT DAY** shall mean the hours of the day when the
- 4 majority of students are required to attend their assigned schools.
- 5
- 6 T. The term **SUPERINTENDENT** shall refer to the Superintendent of Schools
- 7 of the School Board of Brevard County or his/her designee.
- 8
- 9 U. The term **UNION REPRESENTATIVE** shall mean any person so designated
- 10 by the Union president.

11

12 **ARTICLE III - FAIR PRACTICES**

13

- 14 A. The Board hereby agrees that every teacher shall have the right to organize,
- 15 join, and support the Union. The Board agrees that it shall not directly or
- 16 indirectly discourage, deprive, or coerce any teacher in the enjoyment of any
- 17 rights conferred by this Agreement. The Board agrees that it will not
- 18 discriminate against any teacher with respect to wages, hours, or any terms
- 19 or conditions of employment by reason of membership in the Union,
- 20 participation in any activities of the Union, negotiations with the Board, or
- 21 institution of any grievance, complaint, or proceeding under this Agreement.
- 22
- 23 B. The Board agrees that employment application forms and oral interview
- 24 procedures for teachers shall continue to omit any required reference to the
- 25 applicant's membership in any employee organization which seeks collective
- 26 bargaining status.
- 27
- 28 C. The Board agrees not to require any teacher to complete an oath of loyalty
- 29 unless otherwise required by law.

30

31 **ARTICLE IV - GRIEVANCE PROCEDURE**

32

33 **Section A - Definitions**

- 34 1. A grievance is an allegation by a teacher that there has been a
- 35 violation, misinterpretation, or misapplication of any of the specific
- 36 provisions of this Agreement. Except by mutual agreement between the
- 37 Board and the Union to the contrary, the filing of a grievance up to and
- 38 including Step III shall be limited to one (1) specific provision of the
- 39 Agreement per filing.
- 40
- 41 2. As used in this Article, the term "teacher" shall mean either an
- 42 individual, a group of teachers having the same grievance, or the
- 43 Brevard Federation of Teachers.

- 1 3. For purposes of this Article, the term "principal" shall mean the
2 administrative head or designee of the work site at which the teacher is
3 regularly assigned.
4
- 5 4. As used in this Article, the term "day" shall mean a regular teacher
6 employment day except during the period of time outside the regular
7 contract year when the term "day" shall mean Monday through Friday.
8

9 **Section B - Procedures**

- 10 1. A representative of the Union shall have the right to be present and
11 present his/her views at any formal meeting held pursuant to this
12 Article. If the Union is not the grievant, it shall be notified of the time
13 and place of such formal meeting concurrently with the transmission of
14 notice to the teacher. In the processing of grievances, the teacher shall
15 have the right at his/her option to represent himself/herself at his/her
16 own expense, or at his/her own expense to be represented by some
17 other person of his/her choosing at any formal meeting held pursuant
18 to this Article.
19
- 20 2. When a grievance meeting requires the attendance of a particular
21 individual teacher, the time, date, and place for such meeting shall be
22 set by the appropriate administrator provided that if such meeting is
23 held before or after the affected teachers' workday, the times shall be
24 by mutual agreement between the parties.
25
- 26 3. If the grievant(s) fail to meet the specified time restrictions provided
27 herein, the grievance shall be deemed to be withdrawn.
28

29 **Step I (Informal)** - The teacher and, if the teacher desires, a Union
30 representative, shall first informally discuss the grievance with his/her principal.
31 A written agenda is not required before a Step I meeting is scheduled. The
32 Union, when requesting a meeting to discuss an alleged grievance, will identify
33 that the meeting is to discuss an alleged grievance and will identify the specific
34 article, section, paragraph and subparagraph, if applicable, of the collective
35 bargaining agreement that allegedly has been violated.
36

37 **Step II (Formal)** - If not satisfied with the resolution of the grievance at Step
38 I, the teacher may submit the completed grievance form to his/her principal.
39 The filing of the Grievance at Step II must be within eighteen (18) workdays of
40 the event-giving rise to the grievance. Within five (5) days of receipt of the Step
41 II filing, the principal and the teacher shall meet in an effort to resolve the
42 dispute. The teacher and the principal may mutually agree to waive the
43 necessity to conduct the Step II meeting and allow the grievance to proceed
44 forward to Step III. The principal shall submit his/her written decision to the

1 teacher, with a copy to the Union, within seven (7) days of the Step II meeting,
2 or if no Step II meeting is held, within five (5) days of the execution of the
3 waiver described herein.

4
5 **Step III (Formal)** - Within seven (7) days of the receipt of the Step II decision,
6 the teacher, if not satisfied with the resolution of the grievance at Step II, may
7 submit the completed grievance form to the superintendent. Within seven (7)
8 days of receipt of the Step III filing, the superintendent and the teacher shall
9 meet in an effort to resolve the grievance. The superintendent shall submit
10 his/her written decision to the teacher, with a copy to the union, within seven (7)
11 days of the Step III meeting.

12
13 **Step IV (Formal)**

- 14 a. Within sixteen (16) calendar days of the receipt of the Step III
15 response, the union, if not satisfied with the resolution at Step III,
16 may submit a written demand for arbitration to the American
17 Arbitration Association. The superintendent shall be concurrently
18 notified of such demand. The parties agree that the postmark date
19 shall be used to determine the date submitted. In the event the
20 superintendent's notification is provided in a manner other than
21 U.S. Mail, such notification shall be received in the Office of Labor
22 Relations as per the sixteen (16) calendar day timeline provided
23 herein. The American Arbitration Association shall furnish one or
24 more panels of arbitrators pursuant to its procedures. The parties
25 agree to subscribe to the then prevailing practices of the American
26 Arbitration Association.
- 27
28 b. The arbitrator shall schedule a hearing as promptly as possible.
29 He/She shall seek agreement of the parties as to the date of
30 hearing, but such shall be scheduled within thirty (30) calendar
31 days except as otherwise provided herein. The arbitrator shall
32 issue his/her decision not later than thirty (30) calendar days from
33 the date the hearing is concluded. Such decision shall be in writing
34 and shall set forth the arbitrator's opinion and conclusions on the
35 issues submitted. The decision shall be final and binding on the
36 parties.
- 37
38 c. The arbitrator shall be without power or authority to make any
39 decision contrary to or inconsistent with, or modify or vary in any
40 way the terms of this Agreement. He/She shall have no power to
41 add to, delete from, or modify in any way any of the provisions of
42 this Agreement. The arbitrator's award may include such remedy
43 as shall be authorized by law.

- 1 d. Fees and expenses of the arbitrator shall be shared equally by the
2 Board and the Union.
3

4 **Section C - General Provisions**

- 5 1. The right to proceed to the arbitration step of this procedure shall be
6 limited to the Union. Except for mutual written agreement to the
7 contrary, the Union's demand for arbitration shall be submitted so as to
8 limit the scope of each such demand to only one (1) grievance. The
9 parties agree that only subject to all of the conditions listed below, one
10 (1) or more grievance(s) may be concurrently considered in dispute at
11 the arbitration level only of the grievance procedure:
12 a. All such grievances shall have the same grievant;
13
14 b. All such grievances shall have the same date of event
15 giving rise to the grievance;
16
17 c. All such grievances must have been processed through
18 Step III as provided herein.
19
20 2. If the decision to be given by a teacher's principal or the superintendent
21 is not given within the respective times by said provisions specified, the
22 teacher shall have the right to proceed with his/her appeal to the next
23 step by giving notice of appeal or request for arbitration within the
24 same time to the same parties and in the same manner as he/she
25 would be required if a decision adverse to him/her had been rendered
26 on the outside date prescribed above for rendering decisions.
27
28 3. Time limits may be extended beyond those specified only upon actual
29 written agreement between the parties. Whenever illness or other
30 incapacity prohibits either party from attending a grievance meeting,
31 the time limits shall be extended until the affected party(ies) can be
32 present.
33
34 4. Any written notice to be given under Section B by the teacher to his/her
35 principal or to the superintendent may be given by hand by the teacher
36 or his/her representative or by mailing it by certified mail, return receipt
37 requested, addressed to the principal or the superintendent at their
38 respective offices. Any notice or decision to be given to the teacher
39 may be given to the teacher by hand by the principal or superintendent
40 or their representative or by mailing by certified mail, return receipt
41 requested, addressed to the teacher at his/her home address as shown
42 in the Board's records. Any notice or decision to be given to the Union
43 may be given to the President of the Union, or by mailing it by certified
44 mail, return receipt requested, addressed to the Union at its offices.

1 Any notice or decision given by hand will be verified by written receipt if
2 requested.

3
4 If a notice or decision under this Article is provided to either party by
5 certified mail, the time limit required for response to such notice or
6 decision shall be extended to the receiving party by two (2) days.

7
8 5. When hearings are held during school hours, persons necessary to be
9 present shall be excused without loss of pay or accumulated leave,
10 provided that the Step IV hearing arrangements shall also be made to
11 permit the appearance of witnesses without loss of pay or accumulated
12 leave whom the arbitrator shall deem necessary.

13
14 6. If a grievance arises as a result of a condition which the immediate
15 supervisor is without the jurisdiction to resolve, the teacher may file the
16 grievance at Step III (superintendent level) and proceed through the
17 grievance procedure from Step III forward.

18
19 7. Nothing in this Agreement shall be construed as compelling the Union to
20 submit a grievance to arbitration.

21
22 8. No reprisals of any kind shall be taken against any participant in the
23 grievance procedure by reason of such participation.

24
25 9. Grievance files shall be filed separately from other files of the teacher.

26
27 10. Necessary forms for the filing of grievances shall be mutually agreed to
28 by the Union and the Board. Costs incurred in the printing, supply, and
29 required distribution of such forms shall be shared equally by the Union
30 and the Board.

31
32 11. Any claim or grievance arising under the Agreement while said
33 Agreement is in force shall be processed through the grievance
34 procedure until its resolution.

35
36 **ARTICLE V - UNION RIGHTS**

37
38 **Section A - Leave for Union Service**

39 Leave of absence without pay shall be granted to teacher(s) for the purpose
40 of participating in Union activities. No more than twenty-seven (27)
41 workdays per school year shall be used for such purpose under the following
42 conditions:

43 1. No less than one (1) workday may be taken at any one time.

- 1 2. No more than two (2) teachers shall be absent from any single worksite
2 at the same time.
- 3
- 4 3. Substitute cost incurred as a result of seven (7) such days shall be
5 borne by the Board.
- 6
- 7 4. Except for paragraph 3 above, the cost of substitute(s) incurred as a
8 result of such leave shall be at the expense of the Union.
- 9
- 10 5. No more than four (4) days notice shall be required for such leave
11 application.
- 12
- 13 6. No more than eleven (11) days of such leave shall be taken by any one
14 teacher during any given school year. No more than five (5) of such
15 days may be taken consecutively.
- 16

17 Leave of absence without pay shall be granted by the Board for the purpose of
18 serving as an officer of the Brevard Federation of Teachers [limited to four (4)]
19 and the Florida Education Association. Request for leave shall be made upon
20 written application of such teacher to the Superintendent at least twenty-five
21 (25) calendar days prior to the onset of the semester in which the leave is to
22 begin. Such leave shall not be for less than one (1) school year. Such leave
23 shall not be renewable for any longer than the duration of this Agreement.

24

25 Union officers described above, other Union officers who are also active teachers
26 with the district who are not on leave, and teachers whose leave days are
27 charged to the twenty-seven leave days (27) as provided in this section, shall be
28 allowed to participate in Board approved benefit plans, Florida Retirement, and
29 Social Security plans which are available to other district teachers. Such
30 participation shall be at no additional cost to the Board other than the cost the
31 Board already incurs for its employees. Written procedures shall be developed
32 which are mutually acceptable to the Board and the Union. Mutual agreement or
33 the lack of same shall not be subject to the grievance procedure of this
34 Agreement.

35

36 **Section B - Negotiations on School Time**

37 If negotiations are conducted during the regular teacher workday, leave of
38 absence without loss of pay or accumulated leave shall be granted to up to
39 twelve (12) members of the Union bargaining team. If substitute teachers are
40 needed to provide for the above leave, the actual cost of the substitutes during
41 such leave shall be borne by the Union.

42

43 If other activities directly related to this Agreement and mandated by law or this
44 Agreement are conducted during the regular teacher workday, leave of absence

1 sufficient to conduct such necessary activities shall be granted to the affected
2 teachers without loss of pay or accumulated leave.

3
4 **Section C - Bulletin Boards**

- 5 1. The Board shall make available for exclusive use by the Union one (1)
6 bulletin board located in the main faculty lounge at each school for
7 posting of official Union material properly identified as such. If no
8 bulletin board was in use as of March 19, 1979 in the main faculty
9 lounge for the posting of such notices, a bulletin board shall be made
10 available for such notices in an area to which teachers have ready
11 access.
- 12
- 13 2. Concurrently, a courtesy copy of such material shall be provided to the
14 principal and sent via Union courier, fax, or U.S. Mail to the Director of
15 Labor Relations or designee.
- 16
- 17 3. Campaign literature of a candidate for public office shall not be
18 distributed through the Board's courier service, posted on a Union
19 bulletin board, or placed in a teacher's mailbox.
- 20
- 21 4. The Union shall provide the principal with the name in writing of the
22 bargaining unit member who is designated by the Union as having the
23 responsibility to post such material. A district-wide master list of
24 teachers so designated shall be delivered to the Director of Labor
25 Relations upon request in writing two (2) times per year. Such list shall
26 contain the name and work location of each person designated.

27
28 **Section D - Union Meetings**

29 The Union shall have the right to use school buildings for meetings with
30 members of the bargaining unit, provided notice of such meetings shall be
31 submitted to the principal no less than two (2) workdays prior to the date of the
32 requested meeting. The use of such building shall be without charge except for
33 additional costs, which may be incurred in connection therewith. Such additional
34 costs shall be stated on the approved building use permit. This paragraph shall
35 not be applicable to any use by the Union for fund raising or any meeting or
36 activity involving more than twenty (20) persons where less than ninety percent
37 (90%) of those in attendance are employees of the Board. The Union shall be
38 responsible for any damage, which may be incurred in connection with such
39 usage. The use of such facilities hereunder shall also be contingent upon such
40 causing no interference with the instructional matters of the school district.

41
42 A meeting hereunder which has been scheduled shall not be cancelled by the
43 principal unless no other course of action is reasonably available to effectuate
44 the needs of the school. Provided one such meeting per month may be held

1 during the teacher workday, but outside the normal student day. Such meetings
2 held during the teacher workday shall be scheduled by the principal and BFT
3 building representative at a mutually agreed upon time. Under no circumstances
4 shall this language be interpreted that the Union shall not have the right to such
5 meetings.

6
7 **Section E - Distribution of Literature**

- 8 1. The Union shall have the right to place material dealing with Union
9 business in the teachers' mailboxes provided that the following
10 conditions for using such mailboxes are met:
11 a. Union materials shall be designated as Union matter and dated
12 where possible to show date of publication.
13
14 b. Union material in bulk shall only be placed in or near the mailboxes.
15
16 c. Concurrently, a courtesy copy of such material shall be provided to
17 the principal and sent via courier or U.S. Mail to the Director of
18 Labor Relations or designee.
19

20 **Section F - Superintendent - Union Conferences**

21 The superintendent shall meet at a mutually agreeable time in his/her office with
22 the president of the Union or designee and either a Union vice president or a
23 representative of the Florida Education Association or the American Federation of
24 Teachers for a limit of two (2) Union representatives in any one meeting to
25 discuss matters relating to the implementation of this Agreement, provided
26 (except by mutual consent) such meetings shall not occur more often than once
27 each calendar month, and provided further that at least seven (7) calendar days
28 written notice shall be given for the request of such meeting and the request
29 shall include the suggested agenda for such meeting.
30

31 **Section G - School Visitation by Union Representatives**

32 Authorized Union representatives shall be allowed to visit schools where teachers
33 are assigned to conduct Union business under the following conditions:

- 34 1. The Union shall provide the Director of Labor Relations the names in
35 writing of the persons who are authorized by the Union to participate in
36 such visits provided that the Union shall only alter the list three (3)
37 times each school year.
38
39 2. Immediately upon arrival at the school site, the Union representative
40 shall report to the reception area of the administrative offices and shall
41 indicate to the principal the purpose for such visit.
42 3. Such visitation shall in no way disrupt or interfere with educational
43 procedures or programs.

- 1 4. No more than three (3) Union representatives, not to include the Union
2 building representative, shall be present in any single work location at
3 any one time.
4
- 5 5. Such visitations shall not be used for tax sheltered annuity
6 presentations or partisan political activity.
7
- 8 6. The parties agree to make financial information available to teachers
9 which will aid in their personal financial planning. The intent of such
10 information is to provide financial planning information to employees
11 rather than promote any company or individual's business opportunity.
12

13 **Section H - Union Representation at Board Meetings**

- 14 1. The Union shall have the right to request to be placed on the Board
15 agenda at all regular Board meetings. The Board shall provide the
16 Union at no cost with one (1) copy of the materials relating to all public
17 Board meetings which are generally distributed to the press at a time
18 after said materials are made available to the Board, but no later than
19 when materials are distributed to the press for any regular meeting of
20 the Board. One (1) copy of the printed minutes of the Board shall be
21 supplied to the Union at no cost when said materials are made available
22 to the Board.
23
- 24 2. The Board shall provide each school with a copy of the summary
25 agenda of regular Board meetings to be posted in a conspicuous
26 location.
27

28 **Section I - Union Representation on Board Committees**

29 If the Board shall determine to appoint a district-wide committee, which shall
30 include more than five (5) teachers thereon who shall not be entitled to
31 additional financial compensation excluding mileage for such committee
32 participation and which shall be charged to review and/or report on curricular
33 matter(s) directly affecting the working conditions of teachers, the Union
34 President shall be invited to submit to the superintendent the name of at least
35 one (1) teacher who shall be named to the committee. In the instance of a
36 committee to deal with curriculum matters as described above, the names of the
37 anticipated appointees shall be submitted in writing to the Union president or
38 his/her designee who may select one teacher from such list as a Union
39 representative. Such selection by the Union President shall be within seven (7)
40 calendar days of his/her receipt of such list. If the Union President wishes to
41 select a teacher who is not on the anticipated committee list, he/she may do so
42 and that teacher will be added to the committee as the Union representative.
43 Such Union selected teacher shall meet the district requirements for committee
44 participation prior to such appointment as the Union representative.

1 **Section J - Teacher Directory**

2 Upon the written request of the Union President or designee, the Board shall
3 provide four (4) times each year, without cost a listing of teachers by school
4 which shall include their full names, full home mailing addresses, and their major
5 grade or subject assignment.

6
7 **Section K - Union Dues Deduction**

8 The Board agrees to deduct Union dues from the paychecks of teachers provided
9 that each of the following conditions and/or requirements are met:

- 10 1. The teacher submits a written dues deduction authorization, which is
11 received in the Board finance office no later than the first day of the
12 month in which deductions are to begin.
- 13
14 2. Such authorization is submitted on a form that is mutually acceptable to
15 the Board and the Union and supplied by the Union at no cost to the
16 Board.
- 17
18 3. The Union shall certify in writing to the Board the amount to be
19 deducted from each check for each payroll period provided that such
20 dues shall not be changed more than one (1) time during the fiscal
21 year. Notice of such change shall be received in the Board finance
22 office no later than forty-five (45) calendar days prior to the payroll
23 date on which such change is to become effective.
- 24
25 4. The authorization for deduction shall remain in effect until a written
26 revocation from the teacher is received by the Board and the Union at
27 least thirty (30) calendar days in advance of the payroll date on which
28 the deductions are to cease. Termination of employment shall
29 constitute a revocation.
- 30
31 5. All dues collected in this matter shall be remitted to a designated Union
32 official or designee within ten (10) workdays following such deduction.
33 Costs incurred by the Board in making such deductions shall be borne
34 by the Board. The Union agrees to indemnify and hold harmless the
35 School Board and its members, all of its agents and employees against
36 any and all loss arising from any claims, suits, demands, or other
37 actions arising from any action taken hereunder.

38
39 **Section L - Other Deductions**

40 The Board agrees to deduct a uniform deduction and/or assessment for Union
41 insurance programs from the paycheck, provided such deduction shall be
42 authorized in writing by the teacher and the amount authorized shall remain
43 uniform for the entire school year. All of the other provisions of Section K of this
44 Article shall also be applicable to this deduction, except that the amount

1 deducted for an individual insurance program shall not vary during the fiscal
2 year. The amount deducted shall be transmitted to the Union along with the
3 Union dues. The Union shall be responsible for the disbursement of such funds.
4 The amount of such deduction shall be added to the amount of dues deducted
5 pursuant to Section K and the total reflected on the payroll stub, under the
6 category of Union dues, provided that should a separate additional slot become
7 available on such payroll stub, the Board shall report such deduction(s) pursuant
8 to this Section separately as soon as procedures necessary for such change can
9 be accomplished.

10
11 **Section M - Time on Agenda of Faculty Meetings**

12 A Union building representative shall be allowed to announce at faculty meetings
13 the time and place of Union meetings provided that the following conditions are
14 met:

- 15 1. The place in the meeting at which such announcements shall be given
16 shall be scheduled by the principal.
17
- 18 2. Sufficient time shall be allowed for announcements limited to official
19 Union business.
20
- 21 3. The principal shall provide a teacher with the opportunity to complete
22 Union bargaining and/or calendar surveys and/or to view presentations
23 on Educational Research and Dissemination (ER&D) programs and other
24 programs, which are endorsed by the district. Such programs must
25 have a direct application to the role of the teacher and the presenter
26 will be a person who is trained in such programs. Teacher attendance
27 at such presentations shall be voluntary unless such programs are a
28 required part of the regular faculty meeting.
29

30 **Section N - Use of School Supplies and Equipment**

31 Authorized building representatives of the Union shall have the right to use
32 designated duplicating, audiovisual, and typewriting equipment located in the
33 school to which the building representative is regularly assigned. Such use shall
34 be subject to the following conditions:

- 35 1. The Union shall reimburse the Board the cost of all materials used and
36 any per-copy cost incurred by the Board.
37
- 38 2. The Union shall assume full responsibility for any damage to such
39 equipment.
40
- 41 3. The use of such equipment or materials shall not interfere with the
42 instructional nor administrative needs of the school.

- 1 4. The amount of such use of materials and supplies shall be promptly
2 reported to the principal in writing.
- 3
- 4 5. Equipment may not be removed from the site without the prior approval
5 of the principal.
- 6

7 **Section O - Orientation Meeting for Incoming Teachers**

8 If the Board shall conduct area-wide or district-wide meetings, gatherings,
9 and/or receptions for newly employed teachers for the purpose of providing
10 general employment information, the Union President shall be advised of such
11 meeting(s) and given the opportunity thereat to briefly welcome the teachers to
12 the district. The School Board is cordially invited to attend the Union's area-wide
13 or district-wide meetings, gatherings and receptions for newly employed teachers
14 for the purpose of providing general employment information.

15

16 **Section P - Exclusivity Rights**

17 Except as otherwise provided by law, rights granted to the Brevard Federation of
18 Teachers in Article V of this Agreement shall not be granted to any other union
19 or employee organization which is organized for the purpose of representing
20 teachers in collective bargaining.

21

22 **ARTICLE VI**

23 **GENERAL CONDITIONS OF EMPLOYMENT**

24

25 **Section A - Fair Employment Practices**

- 26 1. If the superintendent shall recommend the dismissal or non-renewal of
27 any teacher, the teacher shall be given written notice thereof with
28 reason(s) prior to final School Board action on such recommendation.
29
- 30 2. Upon receipt of the notice described in the preceding subsection, or
31 upon being advised that the superintendent intends to make such
32 recommendation for dismissal or non-renewal, the teacher shall, upon
33 written request filed with the superintendent no later than five (5)
34 calendar days following receipt of such recommendation or advice of
35 intention to recommend, have the right to a meeting with the
36 superintendent at which the teacher may advance reasons why such
37 dismissal or non-renewal should not be recommended to the School
38 Board.
39
- 40 3. If any teacher shall be disciplined, i.e. demoted, suspended other than
41 pursuant to dismissal, or suffer loss of pay, such discipline shall be for
42 just cause and may be challenged pursuant to the provisions of Article
43 IV of this Agreement.

1 As used herein, "demoted" shall not be construed to include a
2 determination of the Board to change any differentiated pay position
3 assignment or extracurricular duty assignment.
4

5 4. If it shall be ascertained that the disciplinary action taken against a
6 teacher resulted in loss of salary or other benefits without justification,
7 the teacher shall be restored such salary or other benefits to the extent
8 feasible. Such restoration shall include placement on the salary
9 schedule so that the teacher's salary shall be no less than the amount
10 that he/she was scheduled to receive prior to disciplinary action.
11

12 5. Teachers who no longer are employed by the Board shall retain the
13 right to grieve alleged violations of this Agreement, which occurred
14 during their employment or concurrent to their involuntary termination,
15 subject only to the provisions of Article IV.
16

17 **Section B - Calendar**

18 1. The regular school year of all Type "E" employees covered by this
19 Agreement shall consist of no more than one hundred eighty (180)
20 student days and one hundred ninety-six (196) teacher days inclusive of
21 paid holidays.
22

23 2. Time spent at parent-teacher conferences which are scheduled on the
24 school calendar as adopted by the Board is not subject to additional
25 financial compensation. Such time spent at parent-teacher conferences
26 shall be accruable subject to the compensatory time provisions of this
27 Agreement.
28

29 3. The following days shall be designated as paid teacher holidays during
30 the Fiscal Year 2008-2009 and 2009-2010:
31

32 **2008-2009**

2009-2010

- | | |
|-------------------------|-------------------|
| 33 a. September 1, 2008 | September 7, 2009 |
| 34 b. November 27, 2008 | November 26, 2009 |
| 35 c. November 2, 2008 | November 27, 2009 |
| 36 d. January 1, 2009 | January 1, 2010 |
| 37 e. January 19, 2009 | January 18, 2010 |
| 38 f. April 10, 2009 | April 2, 2010 |

39
40 4. It is the intent that the three (3) shortened student days at the end of
41 each semester be utilized for those activities required to complete the
42 student evaluation process. The teacher workday between semesters
43 shall be for the purpose of uninterrupted teacher planning and
44 preparation.

- 1 5. Except for reporting at the end of the first semester and the end of the
2 last semester, provided that grades are not due before the end of the
3 workday, teachers who submit grades to Educational Technology
4 Services shall have no less than two (2) workdays after the end of the
5 grading period to prepare grades before turning in such grades to the
6 administration and/or school office.
7
- 8 6. During the 2007-2008 School Year, the Board and Union will form a
9 committee of equal representation that will study the impact of
10 electronic grading and posting on teacher working conditions. The
11 results will be disseminated to the Board and Union.
12
- 13 7. Elementary schools may develop through the School Advisory
14 Committee, for submission through the district waiver process, a plan
15 for an amount of time during the teacher workweek where teachers and
16 parents may confer and teachers may plan together or individually. The
17 waiver process and form will be made available to the chairperson of
18 the School Advisory Committee and the Union office.
19

20 **Section C - School Day**

- 21 1. A teacher shall be entitled to a daily duty-free lunch period of no less
22 than thirty (30) minutes inclusive of the time to escort students to the
23 cafeteria, provided teachers assigned to self-contained exceptional
24 education classes shall be entitled to such duty-free lunch when
25 feasible. The forty (40) hour workweek shall be inclusive of the daily
26 lunch period. It is not the intent of the Board herein to preclude
27 reasonable duty-free lunch time not provided herein, where such may
28 be reasonably provided nor to preclude a principal from implementing
29 an alternative method of providing such duty-free lunch to a teacher for
30 whom duty-free lunch is not provided herein. All schedules for
31 teachers' lunch shall reflect the thirty (30) minutes provided for duty-
32 free lunch and may include the statement that the thirty (30) minutes
33 will include time to escort students to the cafeteria.
 - 34 a. The principal is encouraged to consider the availability of all
35 nonbargaining unit personnel when assigning supervisory lunch
36 room duties.
37
 - 38 b. Teachers of resource exceptional education classes shall not be
39 required to serve lunchroom supervision longer than a time equal
40 to the length of time allotted for individual students' lunch periods.
41
 - 42 c. If a principal decides to close the school library in order for the
43 Media Specialist to serve lunchroom supervision, the principal is

1 encouraged to seek alternative procedures which will allow the
2 media center to remain open during such lunch serving time.
3

- 4 2. Except as provided herein, teachers who are assigned to teach in
5 elementary schools, middle schools, junior high schools, or high schools
6 shall be scheduled for a period of uninterrupted preparation time.
7 a. The use of such preparation time shall normally be for the purpose
8 of teacher preparation, student staffing, individual parent
9 conferences, department meetings, evaluation conferences, and
10 the like. It is not the intent of the parties for planning time to be
11 used for those purposes, which could be better accomplished by
12 utilizing a school-wide faculty meeting.
13
14 b. In the event a principal assigns a teacher to the class or classes of
15 an absent teacher and/or the teacher loses his/her preparation
16 time as a result of an assignment, compensatory time equal to the
17 amount of lost preparation time shall be made available to the
18 affected teacher for such preparation time.
19
20 c. The length of preparation time for teachers in middle schools,
21 junior high schools, and high schools shall normally be equal to the
22 length of the students' class period on the day preparation time is
23 granted. Except for schools with block scheduling, preparation time
24 for part-time teachers shall be scheduled pro rata.
25
26 d. Teachers in elementary schools shall be scheduled for no less than
27 two hundred sixty (260) minutes of preparation time during each
28 full five (5) day workweek. Sixty (60) of the two hundred sixty
29 (260) minutes may be outside the normal student day. If the
30 workweek is less than five (5) days, such preparation time shall be
31 reduced pro-rata fifty-two (52) minutes per day for each day
32 students are not scheduled to attend full time. It is the intent of the
33 parties that the allowance to schedule sixty (60) minutes of
34 planning time as provided herein, should not be used to lower the
35 amount of planning that has normally been scheduled during the
36 student day.
37
38 e. Except as otherwise provided herein, preparation time as provided
39 herein shall be scheduled within the six and one-half (6 1/2) hour
40 period of time immediately following the beginning of the normal
41 student day.
42
43 f. Classroom teachers assigned to teach in elementary schools shall
44 have two (2) of their five (5) forty (40) minute weekly preparation

1 times as "No meeting zones" for uninterrupted preparation time.
2 Each school will determine which days each week will be so
3 designated. Except in an emergency, the principal shall not adjust
4 the schedule.

5
6 g. Vocational Teachers with multi-period blocks of classes and/or
7 other teachers not normally assigned to class groups shall not be
8 entitled to preparation time as described herein. This latter group
9 includes, but is not limited to, counselors, occupational specialists,
10 alternative education teachers, area counselors, resource teachers
11 and media specialists not assigned a full class load. Multi-period
12 blocks of classes as used herein shall mean only those instances in
13 which a teacher's classes are scheduled in multi-period blocks for
14 the entire student day, e.g. three (3) classes of two (2) period
15 blocks in a six (6) period day. Provided that in the event of an
16 emergency, planning time as provided herein for an exceptional
17 education teacher may not be provided.

18
19 h. It is not the intent of the Board herein to preclude reasonable
20 preparation time for teachers not covered herein, where such
21 preparation time may reasonably be provided.

22
23 i. A teacher who is not assigned to the extended day program as
24 provided herein and is scheduled for more than one (1) daily non-
25 teaching period may be assigned to perform other duties as
26 required during no more than two (2) of such additional daily non-
27 teaching periods per teacher workweek.

28
29 j. A teacher assigned to teach in the four-period block schedule may
30 be assigned by the principal for up to ninety (90) minutes per week
31 in increments of no greater than forty-five (45) minutes a day to
32 perform other duties to maintain the orderly function of the school.

33
34 3. A teacher may request to leave the school site during his/her workday.

35
36 4. The normal teacher workweek shall not exceed forty (40) hours
37 inclusive of a daily thirty (30) minute lunch period except in an
38 emergency and/or to allow for compensatory time.

39 a. If the teacher workweek shall be less than five (5) days as a
40 consequence of an official school recess or holiday, the normal
41 workweek shall be reduced pro-rata from paragraph 4 above.

42
43 b. In the event a teacher is assigned to work beyond the normal forty
44 (40) hour workweek, then compensatory time shall be granted to

1 the teacher. Additionally, workweek adjustments shall be allowed
2 only when the length of the work assignment(s) does not
3 cumulatively exceed thirty (30) minutes in a normal workweek.
4 Assignments beyond the thirty (30) minutes in such workweek are
5 subject to the compensatory time provisions of this Agreement.
6 The rules governing compensatory time shall apply as stated in
7 Article VI, Section C, Paragraph 5.

8
9 In the event a teacher meets with a parent of his/her students and
10 such meeting causes the teacher to extend his/her forty (40) hour
11 workweek, time spent at the parent conference shall be subject to
12 compensatory time provided that the principal and teacher have
13 prior mutual agreement that such parent conference time will
14 qualify for compensatory time. Parent conferences as used herein
15 are those parent conferences in addition to those found on the
16 school calendar as adopted by the Board. The requirement of
17 "prior mutual agreement" may be met by the principal establishing
18 a building policy on such requirement.

- 19
20 c. In the event a principal assigns a teacher to perform duties which
21 require a teacher to return to school for evening functions (e.g.
22 open houses, individual parent conferences, other such functions),
23 time spent at such assignments shall be accruable to compensatory
24 time. On the two board-adopted calendar parent conference nights,
25 teachers shall be released as soon as the student day has ended
26 and student supervisory duties have been completed.
- 27
28 d. Compensatory time accrued by a teacher shall be made available to
29 a teacher during the normal student day up to sixteen (16) hours.
30 Nothing contained herein shall preclude a principal from approving
31 compensatory time during the student day beyond the minimum
32 guaranteed amount of sixteen (16) hours.
- 33
34 e. The Board and the Union agree that the thirty (30) minute lunch
35 shall be a paid lunch and the additional one hundred fifty (150)
36 minutes to the workweek shall accommodate the needs of the
37 school, provided any day a teacher does not have an uninterrupted
38 planning time he/she shall receive compensatory time equal to the
39 length of the interruption as referenced in Article VI, Section C.2) b.
- 40
41 f. In the event a teacher chooses to use compensatory time in lieu of
42 sick/personal leave as provided herein, such teacher shall be given
43 a verification of such time being so charged to his/her
44 compensatory time balance.

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- g. In the event a teacher transfers from one school to another, any unused compensatory time shall transfer with the teacher subject to the following condition: Written verification of compensatory time earned shall be provided from the sending principal to the receiving principal at the time of the transfer.
- 5. The rules governing compensatory time shall be as follows:
 - a. The amount of compensatory time shall be equivalent to the amount of time a teacher was required to work as provided herein.
 - b. Prior to being allowed to take compensatory time, the following conditions shall be met:
 - 1) The teacher shall properly submit a written request to the principal for such use. If a teacher is assigned duties by an administrator for which compensatory time is earned, the administrator shall furnish to the teacher(s) a receipt for the time. This does not preclude a teacher(s) from applying for compensatory time accrual.
 - 2) Such written request must be received by the principal no earlier than forty (40) calendar days prior to and no later than two (2) school days prior to the date compensatory time, if approved, is to be utilized.
 - 3) The principal shall act on requests for compensatory time submitted two (2) days prior to the utilization within one (1) day of the request. Other requests will be acted upon within two (2) days of the request. In the event the principal does not act on any request for compensatory time within the specified time frames, the request shall be considered approved. Provided that in circumstances where the requesting teacher is not assigned to the same worksite as his/her principal, such responses shall be extended by three (3) days. When a teacher applies for compensatory time two (2) or more school days prior to the day compensatory time is requested to be used, the applicant cannot be required to supply his/her own substitute as a condition of approval for such compensatory time request.
 - 4) Time limits as prescribed herein may be waived by the principal without precedent and at his/her discretion.
 - 5) Failure of a teacher to utilize approved compensatory time may result, at the principal's discretion, in the reduction of such

1 time from the teacher's accrued compensatory time balance.

2
3 6) In the event a teacher qualifies for compensatory time as
4 provided herein and the teacher makes proper application
5 which is subsequently denied, up to twelve (12) hours of such
6 denied compensatory time shall be carried forward to the next
7 school year. Such twelve (12) hours may be used at the
8 teacher's option as either sick leave for the same purposes as
9 other sick leave may be used or as personal leave charged to
10 sick leave as provided in Article XIV.

11
12 c. Except as otherwise provided herein, compensatory time shall only
13 be accrued and utilized during the school year in which it is earned.
14 Teachers shall be given the opportunity to utilize their
15 compensatory time as provided herein and shall not be carried
16 forward from one school year to another except as provided above.

17
18 d. Nothing contained herein shall be construed as precluding a
19 principal from allowing compensatory time on a non-student
20 attendance day as reflected on the school calendar as adopted by
21 the Board.

22
23 e. In the event a principal denies the use of accumulated
24 compensatory time on an inservice day or on a post planning day
25 as scheduled on the school calendar as adopted by the Board, such
26 denial shall give the affected teacher(s) the right to use, at his/her
27 option, compensatory time in lieu of and for the same purpose(s)
28 as sick leave. The amount of any such compensatory time used as
29 sick leave shall be no more than an amount equal to the time
30 designated by the Board for the affected inservice day or post-
31 planning day. Provided that any sick leave taken on an inservice
32 day or post-planning day shall be deducted from the accrued sick
33 leave balance of the teacher.

34
35 f. In the event a teacher chooses to use compensatory time in lieu of
36 sick/personal leave as provided herein, such teacher shall be given
37 a verification of such time being so charged to his/her
38 compensatory time balance.

39
40 g. During the 2008-2009 school year, the Board and BFT will form a
41 sub-committee of the bargaining team of equal representation that
42 will prepare language to be considered by the bargaining team for
43 the accrual and utilization of compensatory time.

- 1 6. As used herein, the normal teacher workweek shall not include time
2 devoted to performance of duties for which compensation is received
3 pursuant to The Schedule of Differentiated Pay for Extracurricular and
4 Differentiated Pay Compensation. If such assignment is not included in
5 the Schedule of Differentiated Pay, the amount paid for such
6 assignment shall be as determined by the Board.
7
- 8 7. Reimbursement of mileage for teachers required to travel to another
9 school(s) during the normal workday is as follows: After reporting for
10 duty at a school, if the teacher is required during the normal workday to
11 travel to another school(s), the teacher shall be reimbursed for mileage
12 between the first school and the other school(s), and between the last
13 school and return to the original school or to the teacher's home,
14 whichever shall be the lesser.
- 15 a. Employees who regularly travel among the various schools and
16 other location in the county to perform their official duties, will be
17 eligible for reimbursement beginning with the first stop of the work
18 day unless the first stop is farther from their home than their
19 established work site.
20
- 21 b. If the first stop of the day is farther from the employee's home
22 than the established work site, the employee will be eligible for
23 mileage reimbursement for the difference between the work site
24 and the first stop of the day.
25
- 26 c. From the first stop of the day, the employee will be eligible for
27 reimbursement for mileage to other sites for official business during
28 the day.
29
- 30 d. The employee shall be reimbursed for mileage between the last
31 stop of the day and return to the established work site or to the
32 employee's home, whichever shall be the lesser, which could result
33 in the employee being reimbursed for returning home from work.
34
- 35 e. Since reimbursement for returning home is made for personal, not
36 business, miles traveled, it will result in taxable income to the
37 employee and will be reported on the employee's W-2.
38
- 39 f. The reimbursement rate shall be no less than the rate allowed by
40 law.
41
- 42 g. In the event that a teacher is required by the Board to travel within
43 the district but beyond the administrative area (North, Central,
44 South) in which he/she is normally assigned, the teacher shall be

1 entitled to mileage either to and from his/her normal worksite to
2 the out-of-area worksite, or to and from his/her home to the out-
3 of-area worksite, whichever shall be the lesser. This out-of-area
4 provision is intended to entitle a teacher to reimbursement for
5 travel to and from an assignment for which he/she received specific
6 direction by the Board to attend and which also requires a teacher
7 to travel from one administrative area to another.
8

- 9 8. Attendance of teachers at PTA or PTO meetings shall be voluntary.
10
11 9. The length of the normal teacher workweek shall be forty (40) hours.
12 During the ten (10) days (totaling eighty (80) hours) reflected on the
13 Board-adopted school calendar as student non-attendance days, the
14 Superintendent and/or principal shall schedule forty-four (44) hours of
15 teacher work assignments and four (4) hours as planning time used at
16 the teacher's discretion. The September and February district in-service
17 days shall be an eight (8) hour work day for teachers. The day
18 between semesters and post-planning shall be designated as eight (8)
19 hour teacher planning days. Except in an emergency, the principal shall
20 not adjust the schedule. Unless the teacher is planning at a school
21 board facility or approved site, such four (4) hours of planning is not
22 subject to Workers' Compensation injury claims unless otherwise
23 specified under State Statute.
24
25 10. During the 2007-2008 School Year, the Board and Union will complete a
26 study of how all elementary non-student time is assigned, i.e., the 40
27 minutes during the student day and the 90 minutes before and after the
28 student day. The results will be disseminated to the Board and Union.
29

30 **Section D - Teaching Assignments and Duties**

- 31 1. a. Pursuant to state law, the Board may hire degreed, non-certificated
32 personnel for positions designated "critical shortage". The Union
33 will be notified seven (7) calendar days prior to the publication of
34 the Board agenda item concerning the Board designating such
35 "critical shortage" teaching areas. The Union may provide input
36 for the Board's consideration. All other teachers must qualify for a
37 valid Florida teaching certificate.
38
39 b. The Board and the Union agree to review the classroom
40 management training of the beginning teacher in order to
41 determine what changes, if any, should be made in order to better
42 equip beginning teachers to handle student discipline. On a
43 voluntary basis, Educational Research and Dissemination programs
44 on classroom management for the beginning teachers shall be

1 made available to teachers during the afternoon of the preplanning
2 period. The voluntary nature of such ER&D programs shall not
3 prohibit the principal from providing compensatory time for such
4 attendance, provided that up to four (4) ER&D instructors shall be
5 granted compensatory time for time spent in instructing the ER&D
6 Program described above.
7

- 8 2. Teachers shall be assigned to a grade level and/or subject for which
9 they are qualified. If teachers are assigned to a grade level and/or
10 subject beyond the scope of their certificate they shall be reassigned as
11 promptly as circumstances permit within the scope of their certificate.
12 The foregoing shall not preclude agreement of teachers to continue to
13 teach outside the scope of their certificate while working for the
14 acquisition of proper certification.
15
- 16 3. After May 1, the principal shall make available, upon request of the
17 teacher, his/her anticipated teaching and room assignment for the
18 following school year. Further, after December 1, the principal shall
19 make available upon request of the teacher, his/her anticipated
20 teaching assignment for the forthcoming school semester.
21
- 22 4. Schedules for all classroom teachers in secondary schools shall be
23 posted in each school no later than September 28 of each school year.
24 Room assignments, planning times, and grade assignments shall be
25 similarly posted in each elementary school. Both the teacher's
26 certification(s) and recent teaching experience shall be considered when
27 determining the teacher's assignment.
28
- 29 5. No teacher shall be required to formally evaluate any other teacher.
30
- 31 6. If teachers are required to teach at more than one school, one school
32 shall be designated as his/her home base. Except as otherwise
33 provided herein, teachers who are assigned to teach in more than one
34 school and such assignment results in his/her traveling between such
35 schools during the student day, such teacher shall suffer no loss of the
36 rights conferred by this Agreement, including loss of planning time
37 and/or duty-free lunch as contained herein.
38
- 39 7. The use of time clocks for checking in and out shall be prohibited.
40
- 41 8. Teacher participation in school activities beyond the normal teacher
42 workweek shall be voluntary wherever possible. If a situation arises
43 where such assignment must be made where no volunteers are
44 available, priority consideration will be given to the teacher's prior

1 personal commitments. All assignments beyond the teacher workweek
2 will be compensated pursuant to Article XVIII of this Agreement, or if
3 such assignment is not included within Article XVIII, such amount as
4 may be determined to be appropriate by the Board.
5

6 9. Based on the instructional needs of the school as determined by the
7 principal, teachers are eligible for an Optional Class Differential. This
8 assignment is on a voluntary regular daily basis and is limited to the
9 circumstances listed below:

10 a. A teacher may volunteer to teach a class during his/her planning
11 period on a regular daily basis.
12

13 b. A teacher assigned to teach five periods may volunteer to teach an
14 optional seventh period.
15

16 c. Each principal shall notify all teachers from his/her faculty of the
17 availability of scheduled optional classes.
18

19 d. Teachers desiring to work an optional class period must notify the
20 principal in writing of his/her desire to participate in such
21 assignment.
22

23 e. All applicants who express a desire to teach an optional class
24 period shall be notified of the principal's decision as soon as
25 possible.
26

27 f. Among the factors to be considered in the selection of teachers for
28 such optional class assignments shall be the following:

- 29 1) area(s) of certification
- 30 2) current and prior teaching experience
- 31 3) differentiated pay position(s) held
32

33 g. Such teachers shall be compensated pursuant to Article XVIII,
34 Section H, Schedule of Differentiated Pay.
35

36 10. Lesson Plans are required. The format for plans shall be decided by the
37 teacher for the purpose of working with his/her students and shall
38 include sufficient information for substitutes and evaluators. Teachers
39 leaving the district or transferring to another school shall turn in their
40 lesson planbooks and/or gradebooks to the principal as part of the
41 checkout procedure. Routine submission of lesson plans shall not be
42 required except in the following instance: when the performance of the
43 teacher has been less than satisfactory. In this event, format and
44 content may be part of an assistance plan. Lesson plan restrictions shall

1 be waived for all "D" and "F" schools until they have regained at least
2 "C" status.

3
4 11. The parties agree that the provision for student supervision is primarily
5 the responsibility of the professional employees in order to ensure a
6 safe school environment. Supervisory duty assignments and
7 supervisory duties for teacher restroom breaks shall be reviewed by the
8 principal and a faculty committee to ensure adequate supervision and
9 equitable distribution of assignments. Faculty volunteers to the
10 committee will be sought.

11
12 12. The requirements and procedures for teacher attendance at Board-
13 adopted district inservice days as reflected on the Board-adopted district
14 calendar shall be as follows: Teachers shall attend inservice programs
15 held on inservice days except as provided below.

16 a. When district records show that a teacher has had, within the three
17 (3) previous years, a specific inservice experience, which is being
18 required, the teacher may attend at his/her option.

19
20 b. Upon a review of the inservice programs offered on a specific
21 inservice day, the teacher and his/her principal mutually agree that
22 the programs offered on that day do not contain activities which
23 would beneficially apply to the responsibilities of the teacher or the
24 teacher has renewed his/her certificate for that school year, the
25 teacher shall be allowed to remain at his/her school or at another
26 school board cost center, as assigned by the principal or request
27 compensatory time.

28
29 c. A teacher is granted an approved leave of absence for that day(s).

30
31 13. When a teacher receives a significant reassignment after the start of the
32 school year, the principal shall provide non-student time for planning
33 and preparation.

34
35 14. Teachers serving in differentiated pay positions at other than their
36 home school may, at the discretion of the principals involved, with
37 reasons given when denied, leave at the end of the school's student day
38 to fulfill those differential responsibilities.

39
40 **Section E - Vacancies and Promotional Vacancies**

41 1. A notice of all promotional vacancies shall be posted in each school at
42 least five (5) workdays prior to the closing of the application period. A
43 copy of such notice shall be sent to the Union president at the time it is
44 sent to schools.

- 1 2. The assistant superintendent for Human Resources Services or designee
2 shall post, in his/her office where the same shall be readily accessible to
3 visitors, a listing of all current teacher vacancies. A copy of such list
4 shall be promptly forwarded to each area office where it shall be
5 likewise posted, and a copy of such current list shall also be provided to
6 the Union. A copy of such list shall also be posted in all schools.
7
- 8 3. The Board agrees to notify applicants and Union of the Board's decision
9 regarding the filling of such vacancy(ies) provided that the applicant
10 and Union have submitted a stamped self-addressed envelope with
11 his/her application.
12
- 13 4. No promotional vacancy, except vacancies which exist at the level of
14 superintendent's staff, shall be permanently filled until all teachers who
15 have properly submitted applications and who meet the qualifications as
16 reflected on the posted notice have been given the opportunity to be
17 interviewed.
18
- 19 5. For the Purpose of Promotion
20 a. A notice of promotional vacancy shall set forth the qualifications,
21 primary requirements, duties, and other pertinent information and
22 the date by which the applicant must file the application. Such
23 notice shall also include information indicating the salary range for
24 the position and procedures for application.
25 b. Promotional vacancies shall be positions on the Administrative and
26 Support Salary Schedule as adopted by the Board.
27 c. A notice of promotional vacancy shall reflect the anticipated
28 location of the vacancy if known.
29
- 30 6. A notice of instructional task forces and workshops to be appointed
31 shall be posted in each school at least fifteen (15) calendar days prior to
32 the closing of the application period for appointment thereto. Such
33 notice shall include the criteria pertinent to the appointment. In filling
34 such positions consideration shall be given to the prior opportunity of
35 teachers to serve on such similar task forces and workshops so that
36 they may be shared equitably among qualified teachers seeking such
37 appointments.
38
- 39 7. Upon written request, teachers shall be granted interviews for all posted
40 vacancies for which they qualify before such vacancies are filled.
41
- 42

- 1 8. Training for ESOL/META endorsement shall be the District's
2 responsibility. Upon ratification of this agreement, for each person who
3 qualifies for the ESOL endorsement through the 300-hour district ESOL
4 Add-On Certification Program, the District will fund the \$56.00
5 application cost to the Department of Education. This payment is not
6 retroactive.
7

8 **Section F - Assignments and Transfers**

9 1. Voluntary Transfer from School to School

- 10 a. A teacher who desires a change from his/her assigned school to
11 another school in the district may request such reassignment by
12 properly submitting in writing the request to the area
13 superintendent with a copy of the request to his/her principal.
14
15 b. In the event that a teacher desires a transfer at the end of the
16 regular school year, the teacher shall submit a written request that
17 will be filed with the area superintendent, with a copy to the
18 principal, for active consideration throughout the period that school
19 is not in regular session. The teacher shall be responsible for
20 notifying the principal of an address and telephone number at
21 which the applicant can be reached during the above period.
22
23 c. Two teachers may voluntarily change positions or schools with the
24 approval of the area superintendent.
25
26 d. When approving or disapproving a request for voluntary transfer,
27 the Board agrees to include among the factors to be considered the
28 following:
29 1) Whether the teacher has been involuntarily transferred within
30 the two (2) year period of time immediately preceding the year
31 in which the voluntary transfer, if approved, would take place.
32
33 2) The length of time the teacher requesting voluntary transfer
34 has been assigned to his/her current teaching responsibilities
35 or his/her current school site.
36
37 e. In the event a teacher requests a voluntary transfer as provided
38 herein and such request is denied, the teacher shall be provided an
39 opportunity to confer with the Superintendent regarding the denial.
40 The superintendent shall give reasons for denial and upon request
41 by the teacher a Union representative shall be present.
42
43 f. In April of each year, schools will compile a list of anticipated
44 vacancies for the next school year. The lists will be assembled at

1 the District and then sent to all schools for posting. This will allow
2 Continuing Contract (CC) teachers and Professional Service
3 Contract (PSC) teachers the opportunity to interview for possible
4 transfer. This process will be repeated in May after all teacher
5 reappointments have gone to the Board.
6

7 2. Reassignments Within a School

8 a. A teacher shall have the right to request reassignment within the
9 same school to which he/she is assigned.

10
11 b. Teachers may voluntarily change positions with other teachers
12 within a school with approval of the principal.
13

14 3. Involuntary Transfer

15 In the event a decline in student enrollment necessitates the Board
16 reducing continuing contract and professional services contract
17 teachers within a school, the following procedures shall be followed:

18 a. The principal shall inform the faculty of the necessity to reduce
19 continuing contract and professional services contract teachers and
20 provide the faculty with the opportunity to request transfer to fill a
21 vacancy at another school.
22

23 b. Prior to the reappointment of any annual contract teachers, all
24 continuing contract and professional services contract teachers
25 shall be assigned to a position. Provided that in the event there is
26 no continuing contract teacher or professional services contract
27 teacher certified in a field in which there is a vacant position, an
28 annual contract teacher may be appointed to fill such position.
29

30 c. A listing of teacher vacancies shall be posted at each school, which
31 is reducing continuing contract or professional services contract
32 teachers.
33

34 d. If a teacher who volunteers to transfer to a vacancy meets the
35 certification requirements for such vacancy, such teacher shall be
36 given the opportunity to interview for the vacant position. Provided
37 a request for such interview is made to the appropriate principal
38 within a five (5) workday period immediately following the faculty
39 notification as provided in paragraph 1 herein. The teacher must
40 concurrently notify his/her current principal of such interview
41 requests.
42

43 e. The teacher shall receive notification of the interviewing principal's
44 decision regarding such transfer request.

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- f. In the event such transfer request is denied, the teacher shall have the right to meet with the superintendent and advance reasons why such voluntary transfer should be granted. A request for such meeting shall be in writing and shall be filed no later than five (5) workdays after notification of the denial of the transfer request is provided to the teacher.

- g. If the Board effectuates a reduction of continuing contract and professional services contract teachers by involuntary transfer, the following procedures shall be followed:
 - 1) If within five (5) workdays after faculty notification as provided in paragraph 1 herein, there remains the necessity to reduce continuing contract or professional services contract teachers, the Board shall give written notification to the selected teacher of the Board's intent to involuntarily transfer him/her. Within five (5) workdays of such notification, a teacher so selected shall be granted an interview in the same manner and within the same guidelines as provided to teachers who have volunteered for transfer as provided herein.
 - 2) A teacher so selected shall have the right to meet with the superintendent and advance reasons why such involuntary transfer should not occur. A request for such meeting shall be filed no later than five (5) workdays after notification of such involuntary transfer.
 - 3) A teacher whose involuntary transfer becomes effective at the beginning of the next school year shall have the option to return to the school from which he/she was involuntarily transferred provided the position from which he/she was transferred becomes vacant prior to the beginning of such next school year or the beginning of the second semester of the next school year. The term "position" as used herein shall mean the same or substantially the same teaching assignment from which the teacher was involuntarily transferred.

- h. In the event the Board determines to transfer a teacher for reasons other than declining enrollment, the following procedures shall apply:
 - 1) Upon notification, the teacher will be given the opportunity to voluntarily transfer fifteen (15) days prior to the date of the transfer provided the teacher receives a complete list of available positions at the beginning of the fifteen (15) day window.

1 2) The teacher who volunteers will be given priority over new
2 hires in the affected teacher's field of certification in those
3 schools at which the teacher has sought an interview.
4

5 i. In the event the teacher does not choose to volunteer, the
6 following procedures will apply:

7 1) The teacher shall receive written notification as soon as the
8 final decision to effectuate such transfer is made.
9

10 2) The reason(s) for such transfer shall be contained in such
11 notification.
12

13 3) The teacher shall be given the opportunity to meet with the
14 Superintendent for the purpose of advancing his/her reasons
15 why such transfer should not take place.
16

17 **Section G - Teacher Evaluations**

18 1. A teacher shall be apprised of the Board's formal evaluation procedures.
19 Such appraisal shall be scheduled during preplanning provided that a
20 teacher who is employed after the preplanning period shall be similarly
21 apprised prior to the implementation of such procedures relative to the
22 evaluation of such teacher. Appraisal as required in this paragraph shall
23 include the teacher appraisal system, as well as any checklist type of
24 form that an individual principal may determine to use in a particular
25 school.
26

27 2. Observations of a teacher's performance for the purpose of formal
28 evaluation shall be conducted either singularly or in combination by a
29 school administrator(s), district level administrator(s), or other qualified
30 persons, except other bargaining unit personnel, who may be
31 specifically requested by the Board to assist in such observation(s). If
32 an evaluator is used who is not regularly assigned to work in the same
33 school as the teacher being evaluated, such evaluator shall be identified
34 to the teacher prior to such evaluation.
35

36 3. All formal observations shall be conducted with the knowledge of the
37 teacher.
38

39 4. Any observation which is to be utilized as part of a formal evaluation
40 shall be of no less than twenty (20) consecutive minutes in length and
41 no longer than the period of time that the particular class or activity is
42 in session, and shall be reduced to writing. Any other observations of a
43 teacher's performance which are to be utilized in the evaluation of such
44 teacher's performance shall be in writing.

- 1 5. Formal observations shall be discussed with the teacher within ten (10)
2 workdays following the observations. The purpose for such discussion
3 shall be for the evaluator and teacher to examine the teacher's
4 strengths and weaknesses and possible assistance to be given and
5 means for improvement of those strengths and weaknesses. Such
6 evaluation shall not be discussed with nor displayed in front of students
7 or parents, provided this paragraph shall not be applicable to any Board
8 meeting.
9
- 10 6. Teachers shall be provided with a copy of all written observation
11 records and shall be given the opportunity to submit written comments
12 regarding such records for attachment thereto, provided such
13 comments are submitted within fifteen (15) workdays of the receipt by
14 the teacher of the observation record.
15
- 16 7. No later than April 1 of each contract year, the final recommendation as
17 to whether a teacher eligible therefore should be advanced to
18 professional services contract will be furnished to the teacher along with
19 a copy of the final written evaluation report. In the event a principal
20 shall not recommend an annual contract teacher for reappointment, the
21 teacher shall be notified of such recommendation no later than May 1.
22 Provided, that the May 1 date may be extended upon written notice to
23 the teacher of such extension with reasons provided therein. All
24 teachers shall be furnished with a copy of their annual written
25 evaluation by April 25. At the time of the conference for the formal
26 evaluation, teachers shall receive a copy of the written evaluation. The
27 evaluator and teacher shall initial every page of the evaluation. The
28 District procedures for reappointment of annual contract teachers
29 including anticipated timetables and notification processes shall be
30 provided in writing to all non-renewed annual contract teachers prior to
31 the deadline for reappointment of such teachers.
32
- 33 8. A planned practice of using the intercommunications system in a school
34 for the purpose of gathering information to be used in the evaluation of
35 that teacher shall not be allowed.
36
- 37 9. For the purposes of this section, "formal observation" and "formal
38 evaluation" shall mean, respectively, the observations and procedures
39 conducted for the primary purpose of judging teacher performance.
40
- 41 10. In the event a teacher receives an overall rating of "Unsatisfactory" on
42 his/her annual formal evaluation, he/she will have been observed for no
43 less than two (2) twenty (20) minute periods as provided herein. The
44 term "overall rating of unsatisfactory" as used herein shall mean as

1 described in the adopted District Performance Appraisal Plan. Copies of
2 the district-wide Intervention Program, which has been mutually
3 developed by the Board and Union, shall be available to each teacher
4 and administrator.
5

- 6 11. In the event the Board shall desire to alter the contents of the teacher
7 evaluation instrument in use as of the effective date of this agreement,
8 prior to such alteration the Union shall be provided written notification
9 of the Board's intent to effect such alteration. The Union, upon receipt
10 of such notification shall be allowed seven (7) calendar days within
11 which to respond regarding such changes.
12
- 13 12. Whenever the principal schedules a conference with a teacher for the
14 purpose of discussing his/her formal evaluation, such teacher shall be
15 given prior notice of the purpose of such conference.
16
- 17 13. Parent and/or student complaint(s) shall be reported to the teacher
18 prior to the inclusion of such complaints in the formal evaluation of the
19 teacher. The teacher shall have the opportunity within fifteen (15)
20 workdays to resolve and/or respond to the complaint(s). The failure of a
21 teacher to respond as provided herein shall not prohibit the inclusion of
22 such material in the teacher's formal evaluation.
23
- 24 14. The quantity of discipline referrals and number of student failures shall
25 not be considered in isolation, but should be considered in conjunction
26 with other factors such as severity of discipline referral offenses, level of
27 classes, number of preparations, and grouping patterns.
28

29 **Section H - Personnel Files**

- 30 1. No complaints or evaluative material shall be placed in the files of a
31 teacher unless the teacher has had an opportunity to read the material.
32 The teacher shall acknowledge that he/she has read such material by
33 affixing his /her signature and date on the actual copy to be filed, with
34 the understanding that such signature merely signifies that he/she has
35 read the material to be filed and does not necessarily indicate
36 agreement with the content. Upon request, and at his/her expense, the
37 teacher shall receive a copy of said material at the time he/she affixes
38 his/her signature to the material.
39
- 40 2. The teacher shall have the right to submit written response to such
41 complaint or evaluative materials and such response shall be placed in
42 the personnel file of the teacher, provided such response shall be within
43 fifteen (15) workdays of the date on which the complaint or evaluative
44 material was made known to the teacher. Such response shall be

1 attached to all file copies of the complaint or evaluative material.
2

- 3 3. A teacher may place in his/her personnel file a reference to, or a
4 summary of, honors, awards, and official commendations, which relate
5 directly to the teacher's duties.
6
7 4. Anonymous information shall not be placed in a teacher's personnel file.
8
9 5. A teacher shall have the right to review his/her personnel file during
10 normal business hours and when the teacher is not otherwise assigned,
11 provided such review shall be conducted in the presence of the
12 administrator or designee in charge of such file. The teacher may be
13 accompanied by a representative for such review. A teacher shall not
14 permanently remove any item from his/her file. A teacher shall have
15 the right to reproduce any material in his/her personnel file.
16
17 6. Except as provided by law, a teacher's personnel file shall be open to
18 inspection only by the School Board, the superintendent, the principal,
19 the individual teacher to whom the file applies and a representative who
20 may accompany the teacher during such inspection.
21
22 7. This section shall not be applicable to recommendations or appraisals
23 from other employers, universities or colleges or other references.
24
25 8. In the event the Board is required by law to develop changes in the
26 Board's procedures regarding teacher personnel files, the Board agrees
27 to notify the Union of such changes as may be necessitated by such
28 law.
29

30 **Section I - Faculty Meetings**

- 31 1. Except as circumstances otherwise clearly require, faculty meetings at
32 each school shall be held during the regular teacher workweek.
33
34 2. Except in an emergency, notification of each faculty meeting shall be
35 given at least two (2) calendar days prior to the meeting.
36
37 3. In the event a scheduled faculty meeting date is changed, notification
38 of such change shall be provided as promptly as the need for such
39 change is determined by the principal.
40

41 **Section J - Class Interruptions**

42 Announcements over intercommunication systems shall be made only if
43 necessary. Regularly scheduled announcements should be adhered to during the
44 time built into the daily schedule. The parties agree that it is the intent that any

1 use of the intercommunication system shall result in a minimum of disruption to
2 the educational process.

3
4 **Section K - Parent Conferences**

5 The parties agree that periodic individual parent conferences are desirable and
6 can be beneficial to the student, the teacher, and/or the parent(s). If the
7 principal shall schedule such a conference, he/she shall discuss an appropriate
8 time for such conference with the teacher(s) involved. When the principal
9 determines a date, time and place for the conference, the teacher shall be so
10 notified. Prior to such conference the teacher(s) shall be informed of the
11 purpose(s) for the conference to the extent that it is known by the principal.

12
13 **Section L - Teacher Facilities**

- 14 1. During the normal workweek, a teacher shall be provided free of charge
15 with an off-street area for parking at the school to which he/she is
16 regularly assigned. This shall not be construed as requiring the
17 expenditure of any additional funds by the Board.
- 18
19 2. Teachers at each school site shall have access to a lounge area
20 provided as a place for teachers to plan, work, and eat when not
21 otherwise assigned.
- 22
23 3. A telephone at each school shall be made available for teacher use for
24 local or collect calls. For all schools under construction, and schools in
25 the planning stages, teachers shall be included in the planning,
26 including but not limited to providing phones in private locations for
27 conferring with parents.
- 28
29 4. The Board shall make restroom facilities available at each school for
30 exclusive use by non-students.
- 31
32 5. The Board shall make available a room or portion of a room for
33 exclusive use by teachers and non-students during the lunch period.
- 34
35 6. The Board shall make available in each school typing, duplicating
36 equipment, and copy machines for use by a teacher who is regularly
37 assigned to that school. Such use shall be for the purpose of assisting
38 the teacher in preparation of instructional materials to be used in that
39 particular school or in any other school in which that teacher has
40 instructional duties.
- 41
42 7. The Board shall make available at each school a private area for parent-
43 teacher conferences.

1 8. Classrooms

2 a. The Board agrees to make available to all teachers appropriate
3 physical facilities where applicable, such as a desk, a chalkboard,
4 and storage space, consistent with the other needs and financial
5 resources of the district.

6
7 b. The Acceptable Use Agreement for the use of the School Board of
8 Brevard County's electronic mail system shall be effective for the
9 2007-2008 school year:

10
11 The Brevard Federation of Teachers, hereinafter referred to as
12 "BFT," may have the use of the School Board of Brevard County,
13 hereinafter referred to as "SBBC," electronic mail system for the
14 purpose of informing members of the bargaining unit of scheduled
15 meetings and implementing the collective bargaining agreement.
16 Should any employee, whether a member or a non-member,
17 request the BFT cease sending them electronic mail
18 communications, BFT shall immediately remove that employee's
19 name from the distribution list and shall not send the employee any
20 further electronic communications. BFT shall comply with all
21 applicable federal, state and local laws and SBBC policies regarding
22 the use of such systems. All communications shall be during non-
23 instructional time.

24
25 The electronic mail system shall not be used for the distribution of
26 information which is political, slanderous, defamatory, libelous, or
27 in any way critical of SBBC, the Superintendent or any
28 administrator or other employee of the School Board. It shall not
29 be used for solicitation of non-members or for materials related to
30 internal election of BFT officers. Should BFT or its representative,
31 acting on behalf of BFT, violate the terms of the agreement, the
32 Superintendent shall have authority to suspend the right to use the
33 electronic system.

34
35 c. No persons other than school administrative/supervisory personnel
36 shall be authorized to enter a classroom for the purpose of
37 evaluating and/or observing a teacher without the consent of the
38 principal and prior notification has been given to the teacher.

39
40 d. Each teacher may, at his/her option, submit to the principal his/her
41 recommended guidelines for persons other than school district
42 employees to visit his/her classroom. If approved by the principal,
43 the teacher's plan shall be implemented.

44 1) The teacher shall have a 48-hour notice prior to the scheduled

1 visit.

2
3 2) The teacher shall have the option of waiving the 48-hour
4 notice.

5
6 9. Teachers shall not be required to provide textbooks, audiovisual
7 equipment or similar facilities.

8
9 10. When school is not in session, teachers may be given access to the
10 building by arranging such access with the principal.

11
12 11. In the principal's determination, as provided by law, as to which area(s)
13 at the worksite shall be designated as nonsmoking and smoking, he/she
14 shall seek the opinion of the employees at the affected schools
15 regarding such designation. The principal shall make known to his/her
16 faculty reasons regarding his/her decision.

17
18 12. When a teacher is assigned to teach at more than one school or in two
19 (2) or more classrooms, such teacher shall have available to him/her a
20 place to store his/her working materials. Such storage area shall be
21 secure from access from unauthorized persons, and shall include a desk
22 and locking storage. The teacher and administrator shall be responsible
23 for following reasonable and prudent measures to assist in such
24 security. A means for moving materials will be made available to
25 teachers assigned to teach in two (2) or more classrooms. The Board
26 shall make every reasonable effort to ensure that such teacher is able
27 to teach in the same room each day.

28
29 13. Except as the needs of the students clearly require, no teacher shall be
30 required to rove more than two (2) consecutive years in any four (4)
31 year period. The principal shall seek and utilize volunteers prior to
32 designating a teacher to rove. The term "rove" shall be construed to
33 mean an assignment when a teacher is scheduled to teach in more than
34 two (2) locations within the school.

35
36 14. When the principal becomes aware of the necessity to vacate a
37 classroom for renovation or maintenance, the principal shall notify the
38 affected teacher as soon as such situation becomes known to the
39 principal.

40
41 **Section M - Miscellaneous**

42 1. No teacher shall be required to transport students.

- 1 2. Any medical examination (other than an examination required
2 concurrent with initial employment) required by the Board shall be
3 performed by a licensed physician of the Board's choice. All costs
4 thereof shall be borne by the Board.
5
- 6 3. A teacher plus one (1) additional person who may accompany the
7 teacher shall be permitted to attend school activities without charge
8 subject to the following conditions. Each teacher shall be provided
9 proper identification by his/her principal, which shall be in such form as
10 to be reasonably convenient for carrying and presentation as required,
11 i.e. card size identification.
 - 12 a. The teacher presents proper identification for admittance.
13
 - 14 b. The school to which the teacher is regularly assigned is a
15 participant in the activity. When the activity does not involve the
16 teacher's regularly assigned school, or a school within the assigned
17 feeder chain, the teacher only shall be admitted without charge.
18
 - 19 c. Activities, which are not controlled by the district, such as athletic
20 playoff games and the like, are not applicable to this section.
21
- 22 4. The Board shall make every reasonable effort to employ substitute
23 teachers whenever a teacher is to be charged with paid or unpaid leave.
24
- 25 5. The classes of an absent teacher shall not be divided up and placed into
26 other teachers' regular classes except in an emergency. This paragraph
27 shall not apply to students assigned to independent study. The term
28 "teachers" as used in this paragraph shall mean only those teachers
29 who are normally assigned class groups. Teachers who meet with
30 students on a resource-type basis, e.g. media specialists, counselors,
31 Title I, PREP, and the like are excluded from the term "teachers" for the
32 purposes of this paragraph.
33
- 34 6. If it is not reasonably possible to obtain a substitute teacher, and some
35 other voluntary solution cannot be found, the responsibility for
36 supervising the students assigned to the absent teacher shall be rotated
37 as equitably as possible among the remaining teachers.
38
- 39 7. No vacancy shall be filled by a person or persons for more than thirty
40 (30) teacher employment days except in an emergency situation unless
41 they hold a valid Florida teaching certificate.
42
- 43 8. In the scheduling of inservice for exceptional education teachers, the
44 Board agrees to make every reasonable effort to provide such inservice

1 at a time when all appropriate exceptional education teachers can be
2 made available for such inservice.

3
4 **Section N - Year-Round Schools (Modified Calendar)**

5 The parties agree that in the event it becomes necessary to substantially alter
6 the employment conditions of teachers in the district's Modified School Calendar
7 schools and/or to increase the number of Modified School Calendar Schools, the
8 impact of such alteration and/or increase will be subject to negotiations between
9 the parties.

10
11 **ARTICLE VII**
12 **TEACHER PROTECTION**

13
14 A. The Board acknowledges the desirability of giving reasonable support and
15 assistance to teachers with respect to proper maintenance of control and
16 discipline in the classroom. Individual school procedures and policies for
17 handling student discipline shall be reviewed by each school's School
18 Advisory Council and revised or developed as needed so as to ensure that
19 the referring teacher has the opportunity to input his/her feelings regarding
20 the disposition of the referral. Discipline procedures shall stress the
21 importance of uniform application. When the offense is serious enough to
22 warrant suspension of the student in accordance with the School Board
23 policy and/or the School Discipline Plan, such referred student will not be
24 returned to the teacher's class the same period (or 30 minutes in elementary
25 school) from which the student was referred unless he/she is escorted by an
26 administrator or a written explanation from same stating his/her reasons for
27 the student's return accompanies the student.

28
29 Except as otherwise provided herein, when a student(s) is referred to the
30 administrator for disciplinary reasons, the teacher shall be informed of the
31 conditions, if any, which have been imposed on the student before he/she
32 reenters the class. Whenever the circumstances do not permit the
33 administrator to address a particular student referral, the administrator may
34 return the student to the referring teacher's class and recall the student at a
35 later time. The referring teacher shall be notified of the necessity of such
36 return and recall. If a serious situation exists, the teacher may return the
37 student to the principal.

38
39 Before the student is returned to class, serious consideration should be
40 given to the effect such return would have on the learning environment for
41 the other students in the class.

42
43 B. The teacher shall have the right and responsibility to impose classroom
44 discipline where necessary and may use reasonable force to protect

1 himself/herself from attack, or to prevent injury to a student where
2 intervention is a prudent course of action.

3
4 C. A teacher shall have the right to temporarily exclude a student from class
5 when the misbehavior or disruptive effect of the behavior makes the
6 continued presence of the student in the classroom intolerable. In such
7 cases, the teacher shall furnish the principal or designated representative as
8 promptly as teacher obligations will allow, with full particulars on the
9 problem or incident in writing. The Board shall be responsible for notifying
10 the teacher of the disposition of the case as promptly as administrative
11 obligations will allow.

12
13 D. School authorities will endeavor to achieve correction of student misbehavior
14 through counseling, interviews, and conferences.

15
16 E. Any case of assault upon a teacher while in the performance of his/her
17 assigned duties shall be promptly reported to the appropriate representative
18 of the Board. The Board shall render reasonable assistance to the teacher in
19 connection with handling of the incident by law enforcement authorities.

20
21 F. Time lost by a teacher in connection with any assault on a teacher or as a
22 consequence of the negligence of the Board shall be handled as follows,
23 provided the teacher was at all times acting within the scope of his/her
24 employment and pursuant to Board policy and applicable law:

25 1. Time for required appearances before a judicial body or legal authority
26 shall result in no loss of salary or reduction in accumulated leave.

27
28 2. In case of disability the teacher's wages shall continue in full without
29 reduction in accumulated leave until Worker's Compensation payments
30 begin. Thereafter the Board shall pay to the teacher the difference
31 between the compensation payment and the contractual salary of the
32 employee without reduction of accumulated leave until the teacher is
33 able to return to employment or is eligible for retirement, but in no
34 event more than one hundred ninety-six (196) teacher employment
35 days after the occurrence of the event giving rise to the application of
36 this section.

37
38 3. Where a teacher is finally adjudged guilty of a criminal charge or has
39 judgment entered against him/her in a civil case as related to the
40 incident, the Board has no further responsibility for pay or loss of
41 accumulated leave.

42
43 G. Any disciplinary action taken against a teacher based on a complaint by a
44 parent or student shall be limited to informal action unless the matter is first

1 reported to the teacher in writing. Formal disciplinary action resulting from
2 such complaint shall be limited to those matters which have been reported
3 to the teacher in writing.
4

5 H. If any teacher is sued in a civil action as a result of any action taken by the
6 teacher in the proper exercise of his/her responsibilities, the Board will
7 provide for the defense thereof.
8

9 I. No reprimand or discipline shall be discussed by the administrator(s) or the
10 teacher or representative involved in the presence of students, parents, or
11 employees not involved in the events giving rise to such reprimand or
12 discipline, provided this shall not preclude such discussion as is necessary to
13 establish the facts or to process such reprimand or discipline to the School
14 Board, and provided such shall not preclude the teacher and/or
15 representative discussing the same with appropriate Union officials.
16

17 J. A teacher shall be entitled to have present a representative when being
18 reprimanded or disciplined. Reassignments out of the teacher's classroom
19 following an alleged incident upon investigation shall be grounds for the
20 presence of a representative of the teacher's choice. In an emergency, such
21 meeting shall be held within one work week of the reassignment. When a
22 request for such representation has been made, no action shall be taken
23 with respect to the teacher until such representative shall have a reasonable
24 opportunity to be present.
25

26 K. Teacher's desks and lockers shall not be entered or searched except in an
27 emergency or when it shall be necessary to locate a teacher's plan book or
28 other materials to assist the instructional process. If such entrance or
29 search shall occur, the teacher shall be made aware of such action and the
30 reason therefore upon his/her return to work.
31

32 L. The Board shall continue to provide liability insurance coverage for all
33 teachers no less comprehensive than that in effect on the effective date of
34 this Agreement.
35

36 M. A written statement by the Board governing use of corporal punishment of
37 students shall be made available to teachers. The Board agrees to indemnify
38 teachers against any civil damages and provide for the defense of any act
39 authorized by such written statement of the Board.
40

41 N. No teacher shall be disciplined for refusing to check for head lice and/or
42 perform non-emergency medical procedures on students. It is not the intent
43 of the Board that scheduled routine medical procedures be construed as
44 emergencies.

- 1 O. School Volunteers
- 2 1. The Board agrees to include on the application for volunteers a question
- 3 as to any felony convictions and/or child abuse convictions.
- 4
- 5 2. Prior to the principal assigning a volunteer to work with a classroom
- 6 teacher, the teacher shall be given a reasonable amount of time during
- 7 which he/she may interview the volunteer and/or let his/her views be
- 8 known regarding the volunteer's assignment to the classroom. The
- 9 parties agree that the best interests of all parties are served when
- 10 volunteer assignments are made in an atmosphere of mutual
- 11 consideration.
- 12
- 13 3. If a conflict arises after placement of a volunteer in a teacher's
- 14 classroom, the teacher shall request, in writing, a change of volunteers.
- 15 If such request is denied, the principal's reasons for such a refusal shall
- 16 be stated in writing by the principal with copies to the teacher, the
- 17 volunteer, the Union president, and the area superintendent.
- 18
- 19 P. When the principal determines to change a student's placement, the
- 20 affected teacher(s) shall have been given notice of the change.
- 21

ARTICLE VIII
JROTC (Type "G" Employees)

- 22
- 23
- 24
- 25 A. Salary - The Board shall pay Type "G" employees the difference between
- 26 their active duty pay (including allowances which are an appropriate part
- 27 thereof as designated by the branch of the employee's military service) and
- 28 their retirement pay from the military, provided the Board is reimbursed
- 29 one-half (1/2) the cost of the same from the military. Type "G" employees
- 30 shall receive rank differentials as provided in Article XVII, effective 1986-87
- 31 school year. In the event a JROTC teacher's active duty pay would be less
- 32 than the amount he/she would receive as a Type E employee, the JROTC
- 33 teacher shall receive the higher amount.
- 34 1. In the event a Type G employee is paid from the teacher salary
- 35 schedule, his/her workweek shall increase from thirty-seven and one-
- 36 half (37-1/2) to forty (40) hours.
- 37
- 38 B. The contract year for Type "G" employees shall be July 1 through June 30.
- 39
- 40 C. The normal work year for Type "G" employees shall be the same as the
- 41 school year prescribed for Type "E" employees as reflected in the school
- 42 calendar as adopted by the Board with the following exceptions:
- 43 1. Type "G" employees shall begin their work year ten (10) workdays prior
- 44 to the beginning of preplanning and end their work year ten (10)

1 workdays after the last day of post planning. Anything in this
2 Agreement to the contrary notwithstanding, such ten (10) workdays
3 after post-planning shall be normal workdays and subject to Article VI,
4 Section C. paragraph 9. The total workdays for Type "G" employees
5 shall be two hundred sixteen (216), exclusive of paid vacation.
6

- 7 2. Type "G" employees shall earn no administrative leave.
8
9 3. Effective July 1 of each year, Type "G" employees shall be credited with
10 paid vacation leave at an accrual rate of two and one-half (2-1/2) days
11 for each full calendar month the teacher is regularly employed.
12
13 4. Type "G" employees shall receive no reimbursement for such loss of
14 accrued vacation leave.
15
16 5. Type "G" employees shall not use vacation on those days designated as
17 workdays as provided herein.
18
19 6. The daily pay rate for Type "G" employees shall be computed at one
20 two hundred and forty-sixth (1/246) of the applicable annual salary.
21

22 D. This section shall become effective July 1, 1979.
23

24 **ARTICLE IX**
25 **STUDENT/INTERN ASSIGNMENTS**
26

- 27 A. Teacher acceptance of student teacher or teacher intern assignments shall
28 be voluntary.
29
30 B. Money or other similar consideration earmarked for the teacher as a result
31 of student teacher or teacher intern assignments which has been received
32 by the Board shall be transmitted to said teacher.
33
34 C. The Professional Development Council (PDC) shall review the feasibility of
35 awarding inservice credit to a teacher completing a student teacher or
36 student intern assignment. The maximum inservice credit allowed by the
37 then current district Master Inservice Plan shall be awarded to a teacher for
38 and upon completion of a student teacher or teacher intern assignment.
39

40 **ARTICLE X**
41 **SAFETY AND HEALTH**
42

43 No teacher shall be disciplined for failure to work in an unsafe or hazardous
44 situation where there is an imminent danger to the teacher's health, safety, or

1 well-being, provided this shall not be applicable in any circumstances where the
2 health and safety of students otherwise clearly require teacher intervention.

3
4 In the event the principal becomes aware of a situation as described in the
5 preceding paragraph, the principal shall notify the affected teachers as soon as
6 such situation becomes known to the principal.

7
8 The Board agrees to provide the Union with a written description of the District's
9 plan, which addresses the maintenance of the classroom environment.

10
11 **ARTICLE XI**
12 **POLITICAL ACTIVITY**

- 13
14 A. The political life of a teacher is not an appropriate concern of the Board
15 except as it impacts upon the teacher's employment or as otherwise
16 provided by law.
17
18 B. The right of a teacher to work and vote for the political party and/or
19 candidate(s) of his/her choice shall not be an appropriate concern of the
20 Board except as it impacts upon the teacher's employment or as otherwise
21 provided by law.

22
23 **ARTICLE XII**
24 **EMERGENCY SCHOOL CLOSING**

- 25
26 A. All of the schools in the school system will be open on all regularly
27 scheduled days unless closed by the Superintendent because of an
28 emergency.
29 1. When an emergency confronts the schools, notification of the closing of
30 schools will be released for broadcast over local radio and television
31 stations as soon as possible.
32
33 2. When the schools are officially closed by the superintendent, the
34 workday may be rescheduled and, if so, leave days previously arranged
35 by a teacher will not be deducted for such day.
36
37 3. When schools are officially closed by the superintendent as a result of
38 an emergency, teachers shall not be required to make up day(s) which
39 are not scheduled for make up by students to the extent allowable by
40 law, regulation, or regulatory agency.
41
42 4. The Union shall be notified by the superintendent when an emergency
43 exists which may necessitate the closing of a school(s).

1 B. If reporting to work would present an immediate safety hazard to a teacher,
2 he/she shall be entitled to utilize appropriate accumulated leave.
3

4 **ARTICLE XIII**
5 **PERSONAL/ACADEMIC FREEDOM**
6

7 **Section A - Personal**

8 The personal life of a teacher is not an appropriate concern of the Board except
9 as it impacts upon the teacher's employment or as otherwise provided by law.
10

11 **Section B - Academic**

12 It is the intent of the parties that teachers shall enjoy academic freedom in the
13 district. Academic freedom shall mean that teachers are free to present
14 instructional materials which are pertinent to the subject and level taught, within
15 the outlines of appropriate course content and within the planned instructional
16 program as determined by normal instructional and/or administrative procedures
17 and as previously approved by the Board. Academic freedom shall also mean
18 that teachers shall be entitled to freedom of discussion in the classroom on
19 matters which are relevant to the subject matter under study and within their
20 area of professional competence, assuming that all facts concerning controversial
21 issues shall be presented in a scholarly and objective manner and assuming that
22 all discussion shall be maintained within the outlines of appropriate course
23 content, be educationally justifiable, and be subject to standards of good taste.
24

25 **ARTICLE XIV**
26 **LEAVES OF ABSENCE**
27

28 **Section A - Rules Governing**

- 29 1. While on approved paid leave of absence, a teacher shall continue to
30 receive the benefits of group fringe benefit plans, which are provided by
31 the Board for teachers who are not on leave of absence. A teacher on
32 unpaid leave of absence may, with the consent of the insurance carrier,
33 continue benefits under an insurance policy by paying all of the required
34 premiums on a timely basis as prescribed by the Board provided all the
35 conditions of such leave are met by the teacher.
36
- 37 2. Upon the expiration of any approved leave of absence, and if all the
38 conditions of such leave have been met by the teacher, the Board shall
39 continue to employ such teacher under the same circumstances and
40 subject to such conditions as though such teacher had not been on
41 leave. Except as otherwise provided herein, all unpaid leaves of
42 absence shall not be counted as experience, which warrants any
43 advancement on the salary schedule.

- 1 3. Except as otherwise provided herein, all leave applications other than in
2 emergency situations, shall be submitted at least ten (10) workdays in
3 advance of the date the leave, if approved, would begin. Such ten (10)
4 days advance submission requirement shall be waived in instances of
5 sick leave, which preclude such notice.
6

7 **Section B - Paid Leaves**

8 1. Sick Leave

9 a. Accrual

- 10 1) Each full-time teacher shall be credited with four (4) days of
11 sick leave as of the first day of employment of each contract
12 year. Thereafter, each full-time teacher shall be credited with
13 one (1) day of sick leave for each month of employment to be
14 credited by the end of each month, provided that such leave
15 shall not be used prior to the time it is earned and credited.
16 Full-time teachers shall be entitled to earn no more than one
17 (1) day of sick leave times the number of months of
18 employment during the year of employment.
19
20 2) Unused sick leave shall accumulate from year to year without
21 limit.
22
23 3) Sick leave may be transferred into the school district from
24 other public school systems in Florida without limit as to the
25 number of days of sick leave accrued except that at least one-
26 half (1/2) of this accumulated leave must be earned within this
27 school district at any given time.
28
29 4) For purposes of this section only, "full-time teacher" shall apply
30 to any teacher who is regularly employed more than one-half
31 (1/2) time.
32

33 b. Usage

- 34 1) Sick leave shall be used only for personal illness (including the
35 illness or disablement related to or disablement due to
36 pregnancy or the birth of a child, provided the matters
37 described within these parentheses shall not be applicable to
38 any teacher on maternity leave) of the teacher or for the
39 illness or death of a spouse, son, daughter, mother, father,
40 brother, sister, grandparent, father-in-law, mother-in-law,
41 brother-in-law, sister-in-law, aunt, uncle, niece, nephew,
42 grandchild, son-in-law, daughter-in-law, step-parents, step-
43 children, or a person residing in the same household as the
44 teacher.

1 2) Sick leave days shall be granted for absences during the
2 regularly scheduled workday to the extent of the total number
3 of sick days the teacher has accumulated.
4

5 c. Sick Leave Bank

6 The Board agrees to establish a Sick Leave Bank for employees. A
7 committee of six (6) employees shall be appointed by the
8 superintendent for the purpose of developing recommendations to
9 the superintendent regarding guidelines, procedures, and rules for
10 such bank. The Union president shall be invited to submit the
11 names of two (2) employees who shall be appointed to the
12 committee.
13

14 2. Personal Leave

15 A teacher shall be granted up to six (6) days of accumulated sick leave
16 each school year for personal reasons as provided herein.

17 a. Written application for such leave shall be submitted to the school
18 principal no less than two (2) workdays prior to the beginning of
19 the leave except in cases of emergency.
20

21 b. Each application for such leave shall reflect as the reason for the
22 leave request the following disclaimer: **The purpose for which
23 this leave is taken is not a violation of the provisions of the
24 Collective Bargaining Agreement.**
25

26 c. Personal leave shall not accumulate from school year to school
27 year.
28

29 d. Personal leave shall be granted subject to the following conditions:
30 1) The length of such leave shall be no less than one-half (1/2) of
31 the teacher assigned workday unless otherwise allowed by the
32 principal.
33

34 2) No more than eight percent (8%) of the teachers in any given
35 school or one (1) teacher, whichever is greater shall be absent
36 on such leave from any given school at any time, provided
37 such limitation of eight percent (8%) may be waived by the
38 Board in its discretion and without precedent.
39

40 3) Such leave shall not be granted under any of the following
41 conditions:
42 a) Activities which could result in taxable income to the
43 employee.

- 1 b) To attend Union (including any other employee
2 organization which has represented or sought to represent
3 public employees in collective bargaining) associated
4 business.
5
6 c) Any form of work stoppage.
7
8 4) In the event of emergency, the nature of which is so serious
9 as to necessitate the presence of as many employees as
10 possible, all requests for personal leave may be denied for the
11 duration of the emergency.
12
13 5) Such leave shall not be granted for purposes for which any
14 other type of paid leave is available.
15
16 3. Illness/Injury-in-the-line-of-duty Leave.
17 a. A teacher shall be entitled to illness-in-the-line-of-duty leave up to
18 ten (10) workdays per school year when he/she has to be absent
19 from duty because of personal injury received in the discharge of
20 duty or because of illness from any contagious or infectious disease
21 or school building environmentally induced sickness contracted in
22 school work.
23
24 b. Such leave or the balance thereof may accumulate from a school
25 year to the next school year in the event of a continuation or
26 recurrence of a specific injury sustained during the previous school
27 year only.
28
29 c. The term "injury" as used in Article XIV, Section B, paragraph 3, is
30 defined as the result of an event which causes the teacher to suffer
31 an initial injury or a re-injury or re-aggravation of an injury for
32 which the teacher had previously been granted injury-in-the-line-of-
33 duty leave. The term "event" as used herein shall mean an
34 unforeseen, unexpected, or sudden happening, the nature of which
35 is such that the injury sustained can logically be expected to result.
36
37 4. Professional Leave
38 Professional leave not to exceed thirty (30) calendar days may be
39 granted to teachers when the experience shall be deemed to be of
40 substantial benefit to the school district and shall have an immediate
41 application to the current role of the teacher.
42 a. Professional leave with pay may be granted for a teacher to attend
43 curriculum meetings or to observe instructional techniques.

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- b. Professional leave with pay may be granted during preplanning and post planning under the following conditions:
 - 1) A teacher shall be granted no more than five (5) days of such leave in any one (1) school year whether such leave is taken during preplanning, post-planning, or both.
 - 2) Such leave application shall be submitted no later than June 1 and shall be accompanied by the registration deadline from the institution, if the reason for the request is to attend school.
 - 3) A teacher must have been employed by the Board as a teacher for at least one (1) school year and must be returning to the district as a teacher before such leave may be granted.
 - 4) A teacher shall be either enrolled in a master's or higher level degree program at an accredited, approved institution and/or be attending school or institute in order to add subject area(s) to his/her certificate and/or to improve the instructional program of the school.
 - c. Professional leave with pay may be granted to permit teachers to attend meetings of professional organizations (not including groups who have sought recognition to represent employees in negotiations, or groups affiliated with organizations who have sought such recognition.)
 - d. Teachers participating in certification through National Board for Professional Teaching Standards (NBPTS) shall have two (2) leave days for the purpose of portfolio completion. One (1) day shall be the teacher's personal leave day, matched by one (1) professional leave day granted by the district. The scheduling of the professional day only shall be mutually agreed to by the principal and teacher.
5. Jury Duty or Duty as the Result of a Subpoena
- a. A teacher absent from duty because he/she has been required by summons or subpoena to appear before a court or regulatory agency shall submit leave application for such absence.
 - b. Such time away from duty shall not be charged against any accumulated earned leave.
 - c. This language shall apply to summons, subpoena, or subpoenas received by a teacher's dependent minor when the circumstances

1 make it necessary for the teacher to accompany his/her minor
2 dependent to the court proceedings.
3

4 **Section C - Military Leave**

- 5 1. Military leave shall be granted without pay to teachers on continuing
6 contract or professional services contract who volunteer to serve in the
7 armed forces of the United States or this state in fulfillment of
8 obligations incurred under selective service laws or because of
9 membership in reserves of the armed forces or National Guard.
10 Teachers granted such leave for military service shall, upon completion
11 of the tour of duty, be returned to employment without prejudice,
12 provided application for reemployment is filed within six (6) months
13 following the date of discharge or release from active duty; and
14 provided further that the Board shall have a reasonable time, not to
15 exceed six (6) months, to reassign the employee to duty in the school
16 system. Military leave shall not be counted as years of service toward
17 the continuing contract or professional services contract.
18
- 19 2. Military leave for voluntary reserve and National Guard duty shall not be
20 granted except under the following conditions:
 - 21 a. If the teacher must attend summer school to correct certification
22 deficiencies;
 - 23
 - 24 b. If the military certifies that special training is needed to maintain
25 status and is not available during summer vacations.
26
- 27 3. Military leave with pay will be granted in accordance with applicable
28 state and federal laws without loss of time, pay or efficiency rating.
29
- 30 4. Leave request and copy of the military orders shall be received by the
31 Board sixty (60) days in advance of the beginning date of the leave,
32 whenever possible. In cases of emergency deployment the sixty (60)
33 day advance notice will be waived.
34

35 **Section D - Unpaid Leaves**

- 36 1. Maternity Leave
 - 37 a. Any teacher shall be granted maternity leave without pay as
38 provided below.
39
 - 40 b. An application for leave accompanied by a written statement from a
41 licensed medical physician verifying the pregnancy and setting forth
42 the estimated date of confinement shall be submitted to the
43 principal no later than five (5) calendar weeks prior to estimated
44 date of confinement if the teacher plans to take maternity leave.

- 1 c. Such leave, if taken, shall commence on a date prior to the final
2 estimated date of delivery of the child, such to be determined by
3 the teacher.
4
- 5 d. The length of such leave shall be no longer than the balance of the
6 school year in which the leave began.
7
- 8 e. Upon return from maternity leave the teacher shall furnish a
9 certification by her doctor that she is medically able to perform her
10 duties. This statement and all others to be furnished by the
11 teacher's doctor shall be provided at the sole expense of the
12 teacher.
13
- 14 f. A teacher who has been granted maternity leave may apply for an
15 extension of such leave for child rearing. Upon approval such
16 extension shall begin immediately following the expiration of
17 maternity leave and be for a period of time not to exceed one (1)
18 school year.
19
- 20 2. Extended Personal Leave
- 21 a. A teacher who has fathered a child may apply for a child rearing
22 leave for a period not to exceed the balance of the school year in
23 which the child is born, and upon proper reapplication, one (1)
24 succeeding school year. Such leave shall be considered as personal
25 leave without pay.
26
- 27 b. A teacher who has adopted a child may apply for adoption leave for
28 a period not to exceed the balance of the school year in which such
29 adoption shall occur, and upon proper reapplication, the next
30 succeeding year. Written application for such leave shall be
31 submitted to the principal within two (2) calendar weeks after
32 approval for adoption by the recognized agency or source.
33
- 34 c. A teacher who has given birth to a child who was not on maternity
35 leave for such birth may apply for a child rearing leave for a period
36 not to exceed the balance of the school year in which the child is
37 born and, upon proper reapplication, one (1) succeeding school
38 year. Such leave shall be considered personal leave without pay.
39
- 40 3. Advanced Study or Education Service Leave
- 41 a. A leave of absence without pay not to exceed one (1) year may be
42 granted at the discretion of the Board to a continuing contract or
43 professional services contract teacher upon proper written
44 application for the purpose of participating in the following:

- 1) Exchange teaching program.
- 2) Military teaching program.
- 3) Full-time participation in the Peace Corps, Teacher Corps, or Job Corps.

As a condition of such leave, the teacher shall include in the written application an intention to return to the district for a minimum of two (2) years. Upon return from such leave, the teacher shall be credited with the equivalent teaching experience outside the district.

- b. Leave without pay may be granted at the discretion of the Board to teachers on continuing contract or professional services contract for a maximum of one (1) year for the purpose of engaging in study related to the teachers' professional responsibility at an accredited institution of higher learning. Such leave shall commence only at the start of the school year.
- c. Such leave may be renewed for no less than one (1) school year per renewal and shall not be so renewed more than twice. Such renewal shall be limited to the year(s) immediately following the first year in which such leave originally began.

Authorized leave shall not be considered a break in continuity for continuous service increments for continuing contract or professional services contract teachers. All leave granted by the Board shall expire on June 30 of each contract year unless otherwise specified.

4. Public Service

A leave of absence without pay not to exceed one (1) year shall be granted to any teacher for the purpose of serving any city, county, state, or national elected public office provided such leave shall be in units of not less than one (1) year. Upon proper reapplication, such leave shall be renewed each year for the number of renewals necessary to allow the teacher to be granted such leave for the duration of the term of the public office as described herein.

5. Personal or Exhausted Sick Leave

- a. Personal leave without pay may be granted to teachers up to one (1) school year at the Board's discretion.

1 3. The preceding section shall not be applicable to any continuing contract
2 or professional services contract teacher identified by the Board as
3 fulfilling educational requirements of the district. As used herein
4 "educational requirements" shall be construed to mean activities within
5 the district, which relate to particular area(s) of curricular or
6 extracurricular activities, or differentiated pay positions, with or without
7 additional financial compensation, and the particular ability of individual
8 teachers to effectively complete these assignments.
9

10 B. In the event it is determined a reduction in teachers shall occur, the Union
11 President shall be given the opportunity to discuss the reduction with the
12 Superintendent.
13

14 C. If the Board shall determine to employ teacher(s) at any time during the
15 seventeen (17) calendar months next following such reduction in staff, such
16 positions shall be offered in writing to the last continuing contract or
17 professional services contract teacher in such instructional assignment
18 terminated in the inverse order of lay-off, provided such teacher holds the
19 required certification and is deemed by the Board to be qualified to fulfill the
20 educational requirements of the district. Such offer, delivered in person or
21 by certified mail, shall be to the most current address of the teacher as
22 reflected in the records of the Board.
23

24 D. Nothing herein shall prohibit teachers who have been reduced pursuant to
25 this Article from seeking and/or accepting gainful employment elsewhere.
26

27 E. Nothing in this Article shall be construed as to prevent the Board from
28 providing staff balances to comply with mandated programs or to preclude
29 or overcome any form of illegal discrimination.
30

31 **ARTICLE XVI** 32 **WELFARE**

33 **Section A – Health Insurance** 34

35
36 Effective January 1, 2009, the Board agrees to contribute to the district flexible
37 benefits plan \$358.83 per month for teachers electing the Basic Plan option;
38 \$524.23 per month for teachers electing Health Maintenance Organization (HMO)
39 options; \$524.23 per month for teachers electing the Exclusive Provider
40 Organization (EPO) option or \$524.23 per month for teachers electing the
41 Preferred Provider Option (PPO). Effective January 1, 2009, a teacher who
42 exercises his/her option to opt out of the district flexible benefits plan shall
43 receive the annual amount of \$657.00 (\$54.75 per month).

1 The board-adopted health care insurance rates are to be found in the Employee
2 Benefits Handbook, which will be distributed to each employee annually.

3
4 The board-adopted health care insurance rates shown in the Appendix of this
5 Agreement are informational only.

6
7 In addition, the Board shall provide the following benefits:

8
9 The Union shall be invited to submit to the Board written recommendations as to
10 the content of bid specifications for the district hospitalization/medical options
11 and benefit plans as provided herein. The Union shall be provided a copy of
12 such final bid specifications prior to such being recommended to the School
13 Board for approval. For calendar year 2009, the Board will offer at least one
14 Preferred Provider Organization (PPO)-type option and one Health Maintenance
15 Organization (HMO)-type option.

16
17 Effective January 1, 2001, the Board agrees to contribute \$7.69 per pay period
18 for 26 paydays or \$9.52 per pay period for 21 paydays (maximum of \$200 per
19 plan year) for each employee to use solely toward the purchase of benefits
20 offered within the District's Section 125 Cafeteria Plan. The Section 125 Plan year
21 is January 1 to December 31. Any amount not used toward the purchase of
22 Section 125 benefits will be forfeited.

23
24 **Section B - Vision Insurance**

25 A vision insurance plan which covers each individual teacher at no cost to the
26 teacher. Such plan shall include the option of dependent coverage which each
27 teacher may choose to take as a payroll deduction.

28
29 **Section C - Dental Insurance**

30 Dental insurance option(s) which each teacher may choose to take as a payroll
31 deduction will be offered. Such plan shall include both single and dependent
32 coverage.

33
34 **Section D - Life Insurance**

35 The Board shall provide to each teacher, without cost to the teacher, group term
36 life insurance in an amount equal to the annual salary of the teacher as reflected
37 in the salary schedule of this Agreement. Such amount to be computed to the
38 nearest one thousand dollars (\$1,000). Each teacher may, at his/her own cost,
39 purchase a maximum amount equal to four (4) times his/her annual salary by
40 giving written authorization for payroll deductions thereof as prescribed by the
41 Board. The amount that such insurance coverage can be increased in any one
42 insurance plan year shall be limited to one (1) time the annual salary of the
43 teacher.

1 **Section E - Disability Insurance**

2 The Board shall continue to make available to each teacher at his/her own cost
3 through payroll deduction short and long-term disability insurance coverage
4 provided responsible bids for the same can be obtained and the teacher qualifies.

5
6 **Section F - Insurance Committee**

7 No less than three (3) members of the Superintendent's Employee Benefits
8 Committee shall be named by the Union President or designee. If the proportion
9 of teachers to non-teachers on such committee shall be altered, the Union
10 President or designee shall have the right to name additional teacher(s) so the
11 composition of such committee shall remain the same as the ratio which
12 prevailed during the 1981-82 school year.

13
14 **Section G - Tax Deferred Annuity Program**

15 The Board shall continue to make available, through payroll deduction, tax
16 deferred annuity programs to all teachers in accordance with the policies in
17 effect on the effective date of this Agreement. The Board and Union agree to
18 jointly study the feasibility of providing teachers with the option of concurrently
19 participating in more than one district provided annuity program.

20
21 **Section H - Retired Teachers**

22 The Board shall provide a teacher at the time of his/her normal retirement the
23 option of participating, at his/her own expense, in the Board's medical insurance
24 program.

25
26 **Section I - Benefits Eligibility**

- 27 1. Regular, full-time teachers will be eligible to enroll in employee benefits
28 effective following the completion of forty-five (45) calendar days of
29 employment as a regular full-time teacher.
30
31 2. Teachers working twenty-five or fewer hours each week, part-time,
32 substitute and short-term contract teachers shall not be eligible for
33 employee benefits including, but not limited to, health care, dental and
34 vision coverage.
35
36 3. Benefits eligibility for substitute, part-time and short-term contract
37 teachers as well as those who work twenty-five (25) or fewer hours each
38 week, and are subsequently hired to a regular, full-time position will be
39 effective following the completion of forty-five (45) calendar days of
40 employment as a regular full-time teacher.
41
42 4. Teachers currently under contract for the 2002-03 school year working
43 twenty-five (25) or fewer hours each week shall earn full benefits
44 through June 30, 2003.

1 **Section J - Extended Sick Leave Benefits**

2 The Board shall continue to provide full insurance benefits as provided herein to
3 a teacher who has exhausted all accumulated sick leave and who continues to be
4 sick or disabled provided that such continuation of benefits shall be limited to the
5 sixty (60) calendar days immediately following the depletion of his/her
6 accumulated sick leave balance. Such teacher shall submit application for such
7 leave as prescribed by the Board. If the affected teacher is a member of the sick
8 leave bank this section shall become effective after the bank benefits are
9 exhausted.

10
11 **Section K - Retirement Incentive Committee**

12 In the event the superintendent should decide to offer a Retirement Incentive
13 Program to employees, there shall be formed a district committee for the
14 purpose of developing a report to the Superintendent regarding a District
15 Retirement Incentive Plan. The composition of such committee shall be: Three
16 (3) appointed by the Brevard Federation of Teachers, three (3) appointed by
17 Local Union 1010, three (3) administrators appointed by the superintendent,
18 three (3) other non-unit classified employees appointed by the superintendent.
19 The charge of the committee shall be developed and mutually agreed to by the
20 Superintendent and the Brevard Federation of Teachers.

21
22 **Section L - Personal Property**

23 The Board shall reimburse a teacher for the loss of his/her personal property
24 under the terms of the Board-provided policy for such loss. The terms of the
25 policy shall include, but not be limited to, the following conditions under which
26 the teacher may claim adjustment for such losses.

- 27 1. The property is physically located within the physical plant at which the
28 teacher is normally assigned.
- 29
- 30 2. The teacher has received written approval from the school principal for
31 the teacher to place the property at his/her worksite.
- 32
- 33 3. The teacher has provided the principal with written documentation as to
34 the current market value of the property.
- 35
- 36 4. The teacher has taken reasonable precautionary measures to protect the
37 property against damage, theft, loss or other covered perils.
- 38
- 39 5. The maximum claim limit for each loss shall be \$300 per item.
- 40
- 41 6. The teacher shall pay the first \$50 per item as his/her deductible
42 amount.

- 1 7. Procedures, forms and information necessary for the processing of
2 claims shall be developed by the District and the Union and provided to
3 each school.
4
5 8. The approval or rejection of a claim filed under this coverage shall not
6 be subject to the grievance procedure of this Agreement.
7

8 **Section M - Child Care**

9 A fifty-percent (50%) discount will be offered to school board teachers on the
10 district program rates for school board operated child-care at school board
11 facilities.
12

13 **Section "N" – Retroactivity of Contribution (Premium) Collections**

14 Payroll deductions for employee contributions (premiums) for insurance benefits
15 shall be retroactive to January 1 of each insurance plan year should the Union
16 and Board fail to approve and ratify agreement as to those contributions
17 (premiums) prior to January 1 of each calendar year.

(THIS SECTION INTENTIONALLY LEFT BLANK)

1 **ARTICLE XVII – SALARY**

2
3 A. The base salaries for all Type "E" and Type "J" employees shall be as set
4 forth in this Article. The base salaries of all Type "G" teachers shall be set
5 forth in Article VIII of this Agreement.
6

7 **2008-2009 and 2009-2010 Instructional Salary Schedule**

8

9 LEVEL	10- month	11- month	12- month	Yrs of Service
11 AA	36,000	40,041	47,939	0
12 BB	36,112	40,165	48,088	1
13 CC	36,622	40,733	48,767	2
14 DD	37,234	41,413	49,582	3 & 4
15 EE	37,948	42,207	50,533	5 & 6
16 FF	38,866	43,229	51,755	7 & 8
17 GG	39,988	44,476	53,249	9 & 10
18 HH	41,314	45,951	55,015	11 & 12
19 II	42,742	47,540	56,917	13 & 14
20 JJ	44,374	49,355	59,090	15 & 16
21 KK	46,211	51,398	61,536	17
22 LL	48,251	53,667	64,253	18
23 MM	50,495	56,163	67,241	19
24 NN	52,841	58,772	70,365	20
25 O	56,350	62,675	75,038	21+

26

27 Teachers shall accrue annual leave which will accrue consistent with board
28 policies for all other 12-month employees.
29

30 Movement of employees on the Instructional Salary Schedule is
31 accomplished only through negotiations between the Union and the Board
32 subject to the provisions of Chapter 447, F.S. It is further understood that
33 upon expiration of the Agreement, incremental steps on the salary schedule
34 are subject to renegotiations and are not automatically payable until such
35 time as a new salary schedule has been ratified.
36

37 For Master's Degree (or Rank II equivalent pursuant to Florida Department
38 of Education Rules), add \$2,625 to the base salary.
39

40 For Specialist's Degree (or Rank IA equivalent pursuant to Florida
41 Department of Education Rules), add \$3,900 to the base salary.
42

43 For Doctorate Degree (or Rank I equivalent pursuant to the Florida
44 Department of Education Rules), add \$5,200 to the base salary.

1 Except as otherwise provided herein, a teacher who is assigned to work in
2 an instructional capacity involving direct contact with students, e.g.
3 elementary school foreign language programs, and when such assignments
4 are during the teacher's normal work year and beyond the normal teacher
5 forty (40) hour workweek, time spent on such assignments shall be paid at
6 the affected teacher's hourly rate. For each one hour of work time, the
7 teacher shall be scheduled for no less than fifteen (15) minutes of
8 preparation time.
9

10 The parties agree to form a Salary Study Committee for the purpose of
11 developing a competitive teacher salary schedule. Committee
12 recommendations to be made to the parties for the purpose of negotiations
13 prior to the start of bargaining for a successor Agreement. The Union and
14 the Superintendent shall each appoint one-half (1/2) of the committee
15 members.
16

17 B. Two (2) years of credit for purposes of placement and vertical movement on
18 the salary schedule shall be given for military service completed since
19 January 1, 1940. A year of experience shall be granted for twelve (12)
20 months of active duty service. A partial year shall be counted if the active
21 military service is within thirty (30) days of being a full year. Additional
22 credit shall not be allowed for teaching assignments while in military service.
23

24 C. Ninety-nine (99) or more days of full-time teaching, to include paid leave, in
25 any single year shall be considered as one (1) full year of experience. If a
26 full-time teacher works no less than one (1) full semester and such full
27 semester has fewer than ninety-nine (99) days, one year of experience will
28 be granted for pay purposes.
29

30 D. Adjustments to higher salary levels shall be made upon submission by the
31 teacher of appropriate academic credentials. These adjustments shall be
32 included in the first paycheck practicable following submission of the
33 appropriate credentials and shall be paid retroactive to the date earned
34 within the current fiscal year.
35

36 E. The Board shall provide terminal pay to any teacher upon the teacher's
37 retirement or to his/her estate or beneficiary if service is terminated by
38 death. However, such terminal pay shall not exceed the amount shown as
39 follows:

40 1. During the first three (3) years of district service, the daily rate of pay
41 multiplied by thirty-five percent (35%) times the number of days of
42 accumulated sick leave.
43

44 2. During the next three (3) years of district service, the daily rate of pay

1 multiplied by forty percent (40%) times the number of days of
2 accumulated sick leave.

3
4 3. During the next three (3) years of district service, the daily rate of pay
5 multiplied by forty-five percent (45%) times the number of days of
6 accumulated sick leave.

7
8 4. During the next three (3) years of district service, the daily rate of pay
9 multiplied by fifty percent (50%) times the number of days of
10 accumulated sick leave.

11
12 5. During and after the thirteenth (13th) year of district service, the daily
13 rate of pay multiplied by one hundred percent (100%) times the number
14 of days of accumulated sick leave.

15
16 6. The four (4) days of sick leave credited to each teacher shall be treated
17 as four (4) days of entitlement upon the teacher's retirement or to
18 his/her estate or beneficiary if service is terminated by death.

19
20 7. Payment for terminal pay as described above will be paid sixty (60) days
21 after the date of normal retirement.

22
23 F. To calculate a teacher's daily rate of pay, the base salary shall be divided by
24 one hundred ninety-six (196). To calculate an eleven (11) or twelve (12)
25 month teaching contract salary, the ten (10) month base salary shall be
26 divided by one hundred ninety-six (196) days and multiplied by the actual
27 number of contract days.

28
29 G. Effective January 1, 1999, salaries for teachers shall be paid by direct
30 deposit. Effective July 1, 1999, salaries for teachers shall be paid by direct
31 deposit on a bi-weekly schedule over the term of their school year, or twelve
32 months at the teacher's discretion. For teachers on a traditional calendar,
33 the choice will be twenty-one (21) or twenty-six (26) paydays in equal
34 payments. Teachers hired after the first day of the normal contract year
35 (late hires) shall be paid the number of paychecks remaining in the 26-pay
36 cycle for the balance of that contract year. For subsequent years of
37 continuous employment such late hire teachers shall have the option of
38 twenty-one (21) or twenty-six (26)-paydays in equal payments as described
39 above.

40
41 Exact pay dates will be mutually agreed to by the Union and the Board prior
42 to implementation and will be included on the school calendar as adopted by
43 the Board.

- 1 H. A teacher whose employment is terminated for any reason shall receive
2 his/her terminal pay, if any, and all salary earned prior to the date of said
3 termination less any deductions sixty (60) days after the termination date,
4 provided all obligations to the Board have been completed.
5
- 6 I. Upon written authorization of the teacher, the Board shall forward for
7 deposit into the teacher's bank account, all or a specified amount of the
8 teacher's net salary.
9
- 10 J. Teachers employed by the Board shall receive appropriate substitute pay
11 until such time as the Board officially ratifies their employment. Upon official
12 School Board ratification, the teacher shall receive the balance of monies
13 which insures full salary as a teacher retroactive to the date of the
14 appointment by the School Board in his/her next scheduled paycheck.
15
- 16 K. Any teacher required by the Board to provide his/her personal transportation
17 shall be reimbursed by the Board at no less than the rate allowed by law.
18 Such requirement shall not include routine travel to and from the teacher's
19 home and the school to which assigned.
20
- 21 L. Effective the beginning of the 1987-88 school year, the Board shall provide a
22 teacher with the option of an annual payment for sick leave days
23 accumulated during the school year provided such payment is subject to the
24 teacher's exemplary attendance for the school year as reflected in the
25 district payroll records. A teacher who is absent for more than four (4)
26 workdays during the school year shall not be eligible for annual payment as
27 provided herein. Provided that absences on approved professional leave
28 and/or line-of-duty leave, two (2) days of personal leave charged to sick
29 leave used for the purpose of religious observance, personal leave used for
30 NBPTS, paid military leave, and jury-duty leave shall not adversely affect
31 such record of exemplary attendance. Any other absences from duty,
32 including illness or injury in-line-of-duty shall act as a bar to the benefit
33 provided in this paragraph. Payment for such exemplary attendance shall be
34 calculated at eighty percent (80%) of the affected teacher's daily rate times
35 ten (10) days. Days for which such payment is received shall be deducted
36 from the accumulated sick leave balance. Payment as provided herein shall
37 be made as soon as payroll procedures may reasonably permit, but no later
38 than July 1, of the year in which the application is made.
39
- 40 M. Compensation for adult education teaching and/or summer school teaching
41 shall be as determined by the Board except as provided in Article XXVI,
42 paragraph A.
43
- 44 N. Effective July 1, with the 2002-03 school year, the following language shall

1 be implemented. The salary of a teacher as reflected in Section A of this
2 Article shall remain the same dollar amount under the following conditions:

3 1. The teacher receives an overall "needs to improve" on his/her annual
4 evaluation for two (2) consecutive years. The teacher's movement on
5 the salary schedule shall be frozen for the subsequent school year(s)
6 until that teacher demonstrates "effective" performance. At such time,
7 vertical movement on the salary schedule shall be restored to the proper
8 level where the employee would have been if the increment had not
9 been frozen.

10
11 2. The teacher receives an overall "unsatisfactory" on his/her annual
12 evaluation. The teacher's movement on the salary schedule shall be
13 frozen for the subsequent school year(s) until that teacher demonstrates
14 "effective" performance on two (2) annual evaluations. At such time,
15 vertical movement on the salary schedule shall be restored to the proper
16 level where the employee would have been if the increment had not
17 been frozen.

18
19 O. Effective July 1 with the 2004-2005 school year the following language shall
20 be implemented. The salary of a teacher as reflected in Section A of this
21 Article shall remain the same dollar amount under the following conditions:

22
23 A teacher who is involved in an egregious incident, as determined by the
24 superintendent, shall have his/her salary frozen for the subsequent school
25 year. Upon completion of the subsequent school year with the
26 demonstration of "effective" performance on his/her annual evaluation,
27 vertical movement on the salary schedule shall be restored to the proper
28 level where the employee would have been if the increment had not been
29 frozen. The teacher shall have the right to appeal to the superintendent
30 within fifteen (15) days of the date of the notification of the decision.

31
32 P. Pay for Performance Plan

33
34 Employee Name: _____ Employee Position: _____
35 School: _____ School Number: _____

36
37 I. PROGRAM PARTICIPATION/ELIGIBILITY REQUIREMENTS

38
39 A teacher who meets the program requirements below shall be considered a
40 candidate for a Pay for Performance supplement for the 2005-2006 school year.

41 A. Participation in the program shall be voluntary.

42
43 B. Teacher must have all "effective" ratings in each domain on his/her
44 current and previous year's evaluation with the Brevard Public Schools.

- 1 C. Teacher must have been on the school board payroll and actively
2 employed for the entire contract year as a teacher working a forty (40)
3 hour workweek.
- 4
- 5 D. A copy of the Statement of Intent for every teacher is due to Labor
6 Relations no later than September 26, 2005.
- 7
- 8 E. The written plans for Options II, III, IV and V shall be submitted to the
9 Principal or Department Head by September 30, 2005.

11 II. COMPONENTS OF THE PAY FOR PERFORMANCE PLAN

13 STUDENT ACHIEVEMENT DATA

15 Demonstrates growth in student achievement data and uses data to design and
16 improve classroom instruction and results.

18 TPBA – Teacher Performance-Based Accountability Committee

19 Established at each school site. Membership will include the building principal,
20 the person responsible for staff development at the school, a parent
21 representative from the School Advisory Council, and a BFT representative.
22 Purpose: to review Option II, Option III, Option IV and Option V plans
23 submitted by teachers. The amount of the teacher supplement shall be \$100.00.

25 ANNUAL ASSESSMENT OF LEARNING GAINS (Teachers may apply individually or
26 as a group)

27 **Option I:** Annual Learning Gains as demonstrated on the Florida
28 Comprehensive Assessment Test (FCAT) - Reading or Math. Teachers in grades 4
29 through 10 who provide direct instruction in reading or math (through any
30 subject) may select this achievement standard. A minimum of 90% of the
31 students must demonstrate annual learning gain as defined by the Florida
32 Department of Education. A minimum of 70% of the students who took the
33 alternative assessment must demonstrate annual learning gains on the approved
34 instrument.

36 **Option II:** Annual Learning Gains as demonstrated on a standardized criterion
37 referenced assessment in a specific subject area. Teachers in any grade who do
38 not provide direct instruction in reading or math (Grades 4 through 10) may
39 select this achievement standard. The assessment instrument must be published
40 or district developed for use in a test-retest model. A minimum of 90% of the
41 students must demonstrate annual learning gains equal to one year's growth on
42 the instrument. A minimum of 70% of the students who took the alternative
43 assessment must demonstrate annual learning gains on the approved
44 instrument.

1 **Option III:** Specific progress on other objective measurements. Teachers in
2 any grade who do not provide direct instruction in reading or math (Grades 4
3 through 10) may select this standard. The measurement must be a
4 demonstration of student achievement at the highest level attainable
5 contributing to district recognition as "First in Florida". Example: team
6 competition that results in 1st in the district or state; or 5 or more individual
7 competitions that result in 1st in the district or state.

8
9 **Option IV:** School Improvement Plan Objective - Teachers in any grade who do
10 not provide direct instruction in reading or math (Grades 4 through 10) may
11 select this standard. The teacher selects one objective identified in the School
12 Improvement Plan. The teacher must demonstrate successful implementation of
13 at least three (3) strategies identified for the objective. The objective may be
14 from any of the seven goals for education established by the Florida Department
15 of Education. Examples: graduation rate, attendance, discipline, dropout rate,
16 lowest 25% of students on FCAT, parent involvement, readiness for school.

17
18 **Option V:** School-wide performance demonstrating gains on one of the FCAT
19 measures. Teachers who do not provide direct instruction in reading or math
20 (Grades 4 through 10) may select this standard. Teachers may select from the
21 following:

- 22 1. Exceed the district average by more than 15 scale score points -
23 FCAT Science.
- 24
25 2. Exceed the district average by more than 0.4 points - FCAT Writes!
- 26
27 3. Increase the number of students scoring Level 3 or above by 5%
28 from previous year in reading.
- 29
30 4. Increase the number of students scoring Level 3 or above by 5%
31 from previous year in math.

32 70 points = Eligible Candidate Total Points

33 34 III. CALCULATION AND DISTRIBUTION OF PAY FOR 35 PERFORMANCE SUPPLEMENT

- 36
37 A. All teachers who successfully complete the option chosen shall be awarded
38 the supplement by lottery until all funds are expended.
- 39
40 B. The five percent (5%) supplement for each teacher shall be calculated from
41 the base contract salary.
- 42
43 C. Payment will be made no later than the last pay period in October of the
44 subsequent school year.

1 **ARTICLE XVIII - DIFFERENTIATED PAY PLAN**

- 2
- 3 A. The Board shall make an effort to find teacher volunteers for all positions
4 pursuant to this Article. Part of such effort shall include placing written
5 notice of such vacancy on a bulletin board(s) in the teachers' lounge(s) or
6 other area where teachers' mailboxes exist. The principal shall establish
7 minimum qualifications for differentiated pay positions within a school and
8 shall review all applicants who meet the minimum qualifications and make
9 his/her determination as to who should fill the position. When other factors
10 are judged to be equal, it is the intent of the district that teacher
11 applicant(s) from the school with the vacant position shall be chosen.
12
- 13 B. Paid extracurricular duty and differentiated pay positions shall be those set
14 forth in this Article.
15
- 16 C. No compensation for any differentiated pay positions shall be paid from cost
17 center internal accounts unless expressly provided herein.
18
- 19 D. Teachers participating in supervisory duties of events unrelated to the
20 necessary operation of the schools outside the normal teacher workweek
21 and which generate funds, including but not limited to athletic events,
22 dances, and other social functions, shall be compensated at ten dollars and
23 zero cents (\$10.00) per hour.
24
- 25 E. Nothing shall be construed as to require the filling of any position listed
26 herein, nor to preclude payment of any amount to a teacher for the
27 performance of duties not prescribed herein which occurs outside the
28 normal teacher workweek.
29
- 30 F. Payments for differentials which are not paid on a monthly basis shall be
31 included in the teacher's regular paycheck upon completion of the sponsored
32 activity.
33
- 34 G. In the event an elementary teacher plans to engage in an activity which
35 he/she views as qualifying for a special Elementary Program differential, the
36 teacher may submit a written request for such differential to his/her
37 principal. Such request shall contain the anticipated number of hours beyond
38 the normal teacher forty (40) hour workweek. Upon review of the material,
39 the principal shall submit the request in a timely fashion along with his/her
40 recommendation for final determination, including his/her reasons for such
41 recommendation.

H. Schedule of Differentiated Pay			
			<u>Experiential</u>
			<u>Lane</u>
	<u>ACADEMICS</u>	<u>2008-10</u>	<u>(6+years)</u>
6	Alternative Learning Center Teachers	\$1,000.00	\$ N/A
7	Assistant Band (High School)	\$1,410.00	\$1,562.00
8	Assistant Band (Middle School) (7 th and 8 th grade)	\$ 734.00	\$ 808.00
9	Auditorium Manager	\$ 500.00	\$ N/A
10	Band (Senior High)	\$3,182.00	\$3,501.00
11	Band (Middle School) (7 th and 8 th grade)	\$1,420.00	\$1,562.00
12	Beta Club	\$ 416.00	\$ 458.00
13	Choral (Middle School) (7 th and 8 th grade)	\$1,212.00	\$1,333.00
14	Choral (Senior High)	\$2,108.00	\$2,318.00
15	Class Sponsor (Senior)	\$ 612.00	\$ 673.00
16	Class Sponsor (Junior)	\$ 612.00	\$ 673.00
17	Combination Team Leader and		
18	Department Head (Middle School)	\$ 930.00	\$1,023.00
19	Coordinating Unit	\$2,693.00	\$ N/A
20	Dance Corps	\$ 734.00	\$ 808.00
21	Department Head (Senior High)	\$ 808.00	\$ 888.00
22	Department Head (Middle School)	\$ 808.00	\$ 888.00
23	District Memory Match League (Senior High)	\$ 612.00	\$ 673.00
24	Drama (Senior High)	\$1,420.00	\$1,562.00
25	Drama (Middle School)	\$ 930.00	\$1,023.00
26	Elementary Music	\$ 808.00	\$ 889.00
27	ESE Staffing Specialist* (not subject to indexing)	\$5,000.00	\$ N/A
28	Forensics (Senior High)	\$1,224.00	\$1,346.00
29	Forensics (Middle School)	\$ 930.00	\$1,023.00
30	Future Educators Club of America	\$ 416.00	\$ 458.00
31	Future Problem Solving (two per school)	\$ 480.00	\$ 528.00
32	Honor Society (Senior High)	\$ 416.00	\$ 458.00
33	Honor Society (Middle School)	\$ 416.00	\$ 458.00
34	Lego Robotics (Elementary)	\$ 416.00	\$ N/A
35	Literary Magazine (Senior High)	\$ 367.00	\$ 404.00
36	Memory Match	\$ 930.00	\$1,023.00
37	Newspaper (Senior High)	\$1,151.00	\$1,266.00
38	Newspaper (Middle School)	\$ 930.00	\$1,023.00
39	Odyssey of the Mind (three per school)	\$ 318.00	\$ 350.00
40	Optional Class (not subject to indexing)	\$3,190.00	\$ N/A
41	Orchestra (Senior High)	\$2,108.00	\$2,318.00
42	Orchestra (Middle School)	\$1,212.00	\$1,333.00
43	Pre-K Diagnostician (not subject to indexing)	\$5,000.00	\$ N/A
44	Regional Science Fair Coordinator	\$1,420.00	\$1,562.00

		<u>Experiential</u>
		<u>Lane</u>
	<u>2008-10</u>	<u>(6+years)</u>
3 <u>ACADEMICS</u>		
4 Resource Teacher – Full (N/A to Adult Ed)	\$5,000.00	\$ N/A
5 (Not subject to indexing)		
6 Resource Teacher – Half (N/A to Adult Ed)	\$2,500.00	\$ N/A
7 (Not subject to indexing)		
8 Robotics (Middle/High School)	\$ 700.00	\$ N/A
9 ROTC (Masters) (not subject to indexing)	\$2,485.00	\$ N/A
10 ROTC Drill Team, Color Guard, Rifle Team,		
11 Drum and Bugle Corps (one differential per		
12 Activity listed above per school)	\$ 612.00	\$ 673.00
13 School Safety Patrol	\$ 734.00	\$ 808.00
14 Science Research Specialist Teacher	\$2,008.00	\$2,208.00
15 SECME	\$ 416.00	\$ 458.00
16 Special Programs (Elementary School approved		
17 Programs only – five per school)	\$ 416.00	\$ 458.00
18 Student Government (Senior High)	\$ 857.00	\$ 942.00
19 Student Government (Middle School)	\$ 734.00	\$ 808.00
20 Team Leader (Middle School)	\$ 808.00	\$ 888.00
21 Unique Program Area (funded by internal accounts)	\$ 734.00	\$ 808.00
22 ** Vocational Program (approved programs)	\$ 367.00	\$ 404.00
23 Yearbook (Senior High)	\$1,151.00	\$1,266.00
24 Yearbook (Middle School)	\$ 930.00	\$1,023.00
25		
26 Extra Duty – Transportation \$8.00 per ride		
27 *To be paid to persons on the Instructional Salary Schedule Only.		
28		
29 **In Vocational Clubs with more than one sponsor in the same club, each		
30 sponsor will receive an amount equal to one-half of the designated differential		
31 rounded up to the next \$5.00.		
32		
33 Foreign Language – district or higher level competition \$130.00 per competition		
34		
35 Extra assignments beyond the normal teacher work week within the school year		
36 (except for inservice preparation or teaching) pertaining to workshops, task force		
37 development or curriculum and/or instructional materials, and other such		
38 assignments which have districtwide or areawide application \$17.00 per hour		
39 Inservice preparation and teaching (maximum of five hours		
40 Per day)	\$ 22.50 per hour	
41 Homebound Instruction (including travel)	\$ 22.50 per hour	

		<u>Experiential</u>
		<u>Lane</u>
	<u>2008-10</u>	<u>(6+years)</u>
1		
2		
3	<u>ATHLETICS</u>	
4	Athletic Business Manager (Senior High/9 th Grade)	\$2,721.00
5	Athletic Director – Assistant (Senior High with	
6	enrollment exceeding 1200 students offering	
7	full athletic program – differential paid at	
8	the end of the year)	\$1,276.00
9	Athletic Director (9 th grade through 12 th grade)	\$5,953.00
10	Athletic Director (Middle School)	\$1,276.00
11	Athletic Director (7 th and 8 th Grade)	\$1,276.00
12	Athletic Trainer – All Sports (1 st semester) full time	\$ N/A
13	Athletic Trainer – All Sports (2 nd semester) full time	\$ N/A
14	Athletic Trainer – All Sports (1 st semester) part time	\$ N/A
15	Athletic Trainer – All Sports (2 nd semester) part time	\$ N/A
16	Baseball – Head	\$3,316.00
17	Baseball – Assistant	\$1,786.00
18	Baseball – Head JV	\$1,786.00
19	Basketball – Head	\$3,316.00
20	Basketball – Asst. Varsity	\$1,786.00
21	Basketball (Middle School)	\$1,701.00
22	Basketball (9 th Grade)	\$1,701.00
23	Cheerleader Sponsor – JV – Fall	\$1,361.00
24	Cheerleader Sponsor – JV – Winter	\$1,361.00
25	Cheerleader Sponsor – 9 th Grade – Fall	\$1,276.00
26	Cheerleader Sponsor – 9 th Grade – Winter	\$1,276.00
27	Cheerleader Sponsor (Middle School) (7 th and 8 th	
28	Grade) - Winter	\$1,276.00
29	Cheerleader Sponsor – Fall	\$1,488.00
30	Cheerleader Sponsor – Winter	\$1,488.00
31	Crew	\$1,276.00
32	Cross Country	\$1,786.00
33	Football – Head	\$4,252.00
34	Football – Head 9 th Grade	\$2,127.00
35	Football – Head JV	\$2,721.00
36		
37	<u>ACADEMICS</u>	
38	Football – Assistant JV	\$2,509.00
39	Football – Assistant	
40	(three positions at each school)	\$2,721.00
41	Football - 9 th grade Assistant (second position	
42	available with more than 35 participants)	\$1,488.00
43	Golf	\$1,786.00
44	Intramural Director (9 th to 12 th Grades)	\$1,276.00

		<u>Experiential</u>
		<u>Lane</u>
		<u>(6+years)</u>
	<u>2008-10</u>	
3	<u>ACADEMICS</u>	
4	Intramural Director (Middle School) (7 th and 8th	\$1,276.00
5	Grades)	
6	*Intramurals – Grades 9 through 12	
7	**Intramurals – Grades 7 and 8 and Middle School	
8	Pool Manager	\$1,786.00
9	Soccer – Head	\$3,316.00
10	Soccer – Assistant	\$1,786.00
11	Soccer – JV	\$1,786.00
12	Softball – Head	\$3,316.00
13	Softball – Head JV	\$1,751.00
14	Softball – Assistant	\$1,786.00
15	Special Olympics	\$1,786.00
16	Swimming - Head	\$3,316.00
17	Swimming - Assistant (two positions at each school)	\$1,786.00
18	Tennis	\$1,786.00
19	Track – Head	\$3,316.00
20	Track – Assistant	\$1,786.00
21	Track (Middle School) (7 th and 8 th Grade)	\$1,276.00
22	Volleyball – Head	\$3,316.00
23	Volleyball – JV	\$1,786.00
24	Volleyball (9 th Grade)	\$1,701.00
25	Wrestling – Head	\$3,316.00
26	Wrestling – JV	\$1,786.00

27

28 A school may submit a plan for programs provided they present student activities

29 approved by the Superintendent, with differentials said from Internal Accounts

30 not to exceed the amount shown. \$ 734.00

31

32 Professional duties related to Southern Association accreditation are specifically

33 excluded from financial remuneration on the Schedule of Differentiated Pay.

34

35 *Eliminate lanes for Intramural Instructor. Allocation to be disbursed in

36 increments determined by the Intramural Director. Total allocation for grades 9

37 through 12 is \$2,500.00.

38

39 **Eliminate lanes for Intramural Instructor. Allocation to be disbursed in

40 increments determined by the Intramural Director. Total allocation for grades 7

41 and 8 and Middle School is \$3,500.00.

1 Additional Competition Levels:

2
3 Coaches/sponsors of teams and other groups representing a high school in
4 events sponsored by the Florida High Schools Athletic Association, and who, at
5 the conclusion of the normal schedule of activities proceeds to additional levels
6 of competition (playoffs, etc.) shall receive compensation for the additional time
7 spent in such expanded activities. This additional compensation shall also apply
8 to groups that are directly involved in supporting the primary competitive team
9 such as the Cheerleader Sponsors and Band Directors.

10
11 Additional Compensation Schedule:

12		
13	Head Football	\$ 130.00
14	Assistant Football	\$ 89.00
15	Head Basketball	\$ 130.00
16	Head Baseball	\$ 130.00
17	Volleyball	\$ 130.00
18	Softball	\$ 130.00
19	Band Director	\$ 104.00
20	Assistant Band Director	\$ 52.00
21		

22 All others, including track, cross country, golf, wrestling, swimming, tennis,
23 soccer, cheerleading sponsors, and academic club and team coaches:

24
25 \$ 78.00 per game/event

26
27 I. A "Difficult School Assignment" differentiated pay to be paid to all
28 teachers at the Area Alternative Learning Centers. The amount of the
29 differential shall be \$1,000.00.

30
31 J. Differentiated pay to teachers at schools designated by the State as a "F"
32 school.

33 1. The amount of the differential for all teachers who provide direct
34 academic instruction shall be \$1,200.00. These teachers may
35 include:

36 a. Pre-K-6 Teachers

37
38 b. Title I teachers who regularly provide direct academic
39 instruction.

40
41 c. Special reading, writing or math teachers who regularly
42 provide direct academic instruction.

- 1 d. Exceptional Education teachers who regularly provide direct
2 academic instruction.
3
4 2. The amount of the differentiated pay for all support teachers who
5 do not provide regular direct academic instruction shall be \$600.00.
6
7 K. In order to be eligible for the differentiated pay, teachers must have
8 taught at the site(s) for more than 99 days.
9

10 **ARTICLE XIX - NONDISCRIMINATION**

11
12 The Board agrees that it shall not illegally discriminate against any teacher with
13 respect to wages, hours, or conditions of employment by reason of race, color,
14 creed, national origin, sex, religion, or age. The Board further agrees that sexual
15 harassment and actions that create a hostile work environment shall not be
16 tolerated.
17

18 This Article shall not be construed as to preclude the Board participation in any
19 Affirmative Action Program or to comply with mandated programs or to preclude
20 or overcome any form of illegal discrimination.
21

22 **ARTICLE XX - AVAILABILITY OF AGREEMENT**

23
24 Copies of this agreement shall be printed at the shared expense of the Board and
25 the Union within thirty (30) days after the Agreement is signed in a form and by
26 a process to be mutually agreed upon, in sufficient quantity that one (1) copy
27 may be presented to each administrator, one (1) copy to the BFT Building
28 Representative, Board member, and one (1) copy retained in the school's
29 professional library. The agreement shall be made available to all teachers at
30 the Board's web site www.brevard.k12.fl.us. or the Union's web site at
31 <http://bftteach.org>. If the Agreement shall be printed by other than Board
32 facilities, the Union may designate such printer and the Union shall pay all of the
33 added cost above that which would be incurred if the Agreement were to be
34 printed by Board facilities.
35

36 **ARTICLE XXI - CONFORMITY TO LAW AND SAVINGS CLAUSE**

37
38 If any provision of this Agreement is or shall at any time be determined contrary
39 to law by a court of competent jurisdiction, then such provision shall not be
40 applicable or performed, or enforced except to the extent permitted by law;
41 however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXII - MISCELLANEOUS

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- A. The parties agree to negotiate in good faith.
- B. Time and place for the purpose of negotiating shall be set by mutual agreement of the parties.
- C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party provided that the Union shall not select any employee of the Board who is not a teacher and the Board shall not select any teacher. The parties mutually pledge that their representatives will be clothed with all the necessary power to make proposals, counter proposals, and to reach tentative agreement on items being negotiated.
- D. If any contract between the Board and an individual teacher contains any language inconsistent with this Agreement, this Agreement shall be controlling. Further, individual teacher contracts shall conform to this Agreement to the extent permitted by law and regulation.
- E. All personnel policies hereinafter adopted by the Board shall be made known to teachers within thirty (30) days of their adoption.
- F. All teachers who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copyrighted and sold by the district for a profit, provided nothing herein shall preclude any agreement between the Board and the teacher(s) regarding such rights.
- G. This Agreement constitutes the full and complete agreement between the Board and the Union. This Agreement may be altered or modified only upon the voluntary mutual consent of the parties in writing and fully executed as an amendment to this Agreement. For the life of this Agreement, each party voluntarily waives the right to negotiate over any matter during the term of this Agreement except as otherwise specifically required by the preceding section of this Article.
- H. The Union acknowledges those provisions of the Florida Statutes prohibiting work stoppages and providing penalties therefore, and agrees to adhere thereto.

1 **ARTICLE XXIII – MATTERS PREVIOUSLY NOT COVERED**

2
3 A. Any previously adopted rule or regulation of the Board which is in conflict
4 with a provision of this Agreement shall be superseded by the applicable
5 provisions of this Agreement.

6
7 B. The Board agrees that if, during the period of this Agreement, it shall
8 consider the adoption or amendment of any Board policy which shall
9 substantially affect the working conditions of teachers, the Union shall
10 have the right to submit its views in writing on such proposed policy
11 change prior to the Board meeting at which the policy is to be considered,
12 or orally at said meeting.

13
14 Notification of intention to consider such policies and the Union response
15 thereto shall be completed within the requirements of the Administrative
16 Procedure Act. Notwithstanding the foregoing, the Board may take
17 emergency action as permitted by the Administrative Procedure Act, and
18 provided further, that this section shall not be construed to limit or affect
19 the provisions of Article XXII, Section H. of this Agreement.

20
21 D. Whenever any notice is required to be given either party to this
22 Agreement by the other party, either shall do so by certified mail, return
23 receipt requested, at the following addresses:

24
25 If to the Union: 1007 South Florida Avenue
26 Rockledge, FL 32955
27 321/636-3323

28
29 If to the Board: 2700 Judge Fran Jamieson Way
30 Viera, FL 32940-6699
31 321/633-1000, extension 265

32
33 **ARTICLE XXIV - RIGHTS OF THE BOARD**

34
35 It is understood and agreed that all functions, rights, power, or authority of the
36 administration of the school district and of the School Board which are not
37 specifically limited by the express language of this Agreement are retained by the
38 administration and the Board, provided however that no such right shall be
39 exercised so as to violate any of the specific provisions of this Agreement.

40
41 **ARTICLE XXV - DURATION OF AGREEMENT**

42
43 A. Except as otherwise provided in specific Articles, this Agreement shall be
44 effective immediately upon ratification by the parties.

1 B. This Agreement shall be effective until midnight the day immediately
2 preceding the first day of the beginning of the 2010-2011 teacher work
3 year.
4

5 C. Negotiations for a subsequent Agreement shall commence no later than
6 May 15, 2009 except as otherwise mutually agreed to by the parties, to
7 include only the following: Pay for Performance, Article XVI, Welfare,
8 Article XVIII, Extracurricular Activities and Differentiated Pay
9 Compensation, and one (1) other Article to be mutually agreed by the
10 parties.
11

12
13 **ARTICLE XXVI**
14 **SUMMER EMPLOYMENT**
15

16 A. A teacher selected to teach in the District's academic summer school
17 program shall receive the rate of pay as reflected on the previous school
18 year's salary schedule. Each full time teacher who is selected to teach
19 summer school shall be credited with one (1) day of sick leave for each
20 month of employment to be credited at the beginning of each month,
21 provided that such leave shall not be used prior to the time it is earned
22 and credited. A teacher who has accrued sick leave available to him/her
23 shall be allowed to use such sick leave in order to be absent from his/her
24 summer school teaching duties. The reasons for use of sick leave are the
25 same as for such use during the teacher's normal work year. All summer
26 school teaching positions shall be advertised and preferential
27 consideration shall be given to continuing contract and professional
28 services contract teachers who are certified in fields required for summer
29 school programs. In the principal's determination as to which teachers
30 shall be assigned to summer school, the principal shall ensure that a fair
31 and equitable rotation of teacher applicants is established.
32

33 B. A teacher who is assigned to teach in the adult education program shall
34 not be entitled to any rights conferred by this Agreement. A teacher who
35 is assigned to teach in the summer school program shall not be entitled to
36 any rights conferred by this Agreement except as provided herein.

(THIS SECTION INTENTIONALLY LEFT BLANK)

1 **APPENDIX**

2
3 **Employee Hospitalization/Medical Plan**

4 In addition to the employee benefits otherwise contained in the Collective
5 Bargaining Agreement between the parties, the following employee benefits and
6 other pertinent information shall become effective upon ratification by the
7 employees and the School Board. Upon ratification these benefit plan rates are
8 effective for the period of January 1, 2009 through December 31, 2009.

9
10 **Cigna Basic Plan** (This plan will be available effective January 1, 2009)

11 The following rates are based upon a monthly calculation:

12	13 Type	14 Premium Amount	15 Board Contribution	16 Employee Contribution
17	Employee	\$218.95	\$218.95	\$ 0.00
18	Employee/Spouse	\$487.65	\$358.83	\$128.82
19	Employee/Children	\$451.18	\$358.83	\$ 92.35
20	Employee/Family	\$701.90	\$358.83	\$343.07
21	Joint*	\$772.12	\$717.66	\$ 54.46

22 *Joint costs for employee are per couple. Each employee will pay one-half of the
23 amount shown.

- 24
- 25 Co payments: Primary Care Physician (PCP) office visit \$20.00
- 26 Specialist office visit \$30.00
- 27 In-patient care admission \$500.00
- 28 In-patient care 80%
- 29 Out-patient surgical care 80%
- 30 Diagnostic Services 80%
- 31 Preventive Care 100% after co-pay
- 32 Maternity Care 80%
- 33 Emergency Room co-pay \$100.00
- 34 Lifetime maximum \$1,000,000.00
- 35 Annual Deductible \$0
- 36 Out-of-Pocket Maximum \$5,000/\$15,000.00

37
38 Pharmacy: Deductible \$50.00 Out-of-Pocket Maximum 1,500 individual/\$3,000
39 family

40
41 Generic 30% of the cost of the prescription or a minimum cost of \$10 (\$20.00
42 for mail service).

1 Preferred 30% of the cost of the prescription or a minimum cost of \$20.00
2 (\$40.00 for mail service).

3
4 Non-Preferred 30% of the cost of the prescription or a minimum cost of \$35.00
5 (\$70.00 for mail service).

6
7 **Cigna EPO or Blue Cross/Blue Shield of Florida (BlueCare) Exclusive**
8 **Provider Organization (EPO)**

9 The following rates are based upon a monthly calculation:

10

11 Type	Premium	Board	Employee
12	Amount	Contribution	Contribution
13 Employee	\$ 545.90	\$ 524.23	\$ 21.67
14 Employee /Spouse	\$ 883.10	\$ 524.23	\$358.87
15 Employee/Children	\$ 717.50	\$ 524.23	\$193.27
16 Employee/Family	\$1,000.70	\$ 524.23	\$476.47
17 Joint*	\$1,124.12	\$1,048.46	\$ 75.66

18
19 *Joint costs for employee are per couple. Each employee will pay one-half of the
20 amount shown.

21
22 Co payments: Primary Care Physician (PCP) office visit \$15.00
23 Specialist office visit \$25.00
24 In-patient care \$300.00
25 Out-patient surgical care \$25.00
26 Major Out-patient procedures (Cardiac Catherization, MRI,
27 CT Scan, PET Scan and Lithotripsy) \$50.00

28
29 One annual cancer screening to include Mammogram, PAP smear, colorectal,
30 prostate, blood test for ovarian cancer as applicable. Discontinuation of
31 coverage for artificial insemination.

32
33 **Cigna PPO or Blue Cross/Blue Shield of Florida (BlueChoice) Preferred**
34 **Provider Organization (PPO)**

35 The following rates are based upon a monthly calculation:

36

37 Type	Premium	Board	Employee
38	Amount	Contribution	Contribution
39 Employee	\$ 567.50	\$ 524.23	\$ 43.27
40 Employee/Spouse	\$ 927.50	\$ 524.23	\$403.27
41 Employee/Children	\$ 741.50	\$ 524.23	\$217.27
42 Employee/Family	\$1,072.70	\$ 524.23	\$548.47
43 Joint*	\$1,196.14	\$1,048.46	\$147.68

1 *Joint costs for employee are per couple. Each employee will pay one-half of the
2 amount shown.

3
4 Deductible and stop loss levels will be as follows for the twelve (12) month
5 period from January 1, 2009 through December 31, 2009:

6 Plan Benefit/Teacher Responsibility	7 Type	8 Stop Loss
9 85/15 (In-Network)	Individual	\$2,000 (In-network)
	Family	\$4,000 (In-Network)
11 70/30 (Out-of-Network)	Individual	\$4,000 (Out-of-Network)
	Family	\$8,000 (Out-of-Network)

14 Deductible	15 Type	16 Amount
17 Individual	In-Network	\$300
18 Family	In-Network	\$600
19 Individual	Out-of-Network	\$400
20 Family	Out-of-Network	\$800

21 During the plan year January 1, 2009 through December 31, 2009, only
22 expenses incurred in the plan year will be allowed to count toward the deductible
23 for that plan year. PPO Plan Co-payment: General Practitioner office visit \$25.00
24 for each In-Network non-surgical office visit. Specialist office visit including
25 preventative care \$25.00. Out-patient surgery covered the same as if surgery
26 was performed as an in-patient. One annual cancer screening to include
27 Mammogram, PAP smear, colorectal, prostate, blood test for ovarian cancer as
28 applicable. Such annual diagnostic tests shall be covered at 100% in-network
29 and 70% out-of-network.

30 **Prescription Drug Plan**

31 The prescription drug plan is available for all medical plan types. Refer to the
32 Summary Plan Description (SPD) for Basic Plan prescription drug information.

33
34 Prescription drugs, limited to a thirty (30) day supply are paid at 100% at
35 participating pharmacies, after a \$10.00 co-payment for generic; \$20.00 co-
36 payment for preferred brand-name drugs and \$35.00 co-payment for non-
37 preferred brand name drugs. The above co-payments will be applied to each
38 prescription and each refill.

39
40 Mail order service for long-term maintenance prescription drugs is available,
41 limited to a 90-day supply, with a \$20.00 co-payment for generic drugs, \$40.00
42 co-payment for preferred brand-name drugs and \$70.00 co-payment for non-
43 preferred brand-name drugs.

1 **Mental Health Plan**

2 The Mental Health Plan services are provided by Bradman-Unipsych. This plan is
3 available through all five medical insurance plans Cigna Basic and the Cigna EPO
4 and PPO and Blue Cross/Blue Shield of Florida Blue Care and Blue Choice.

5

6 **Continuation of Benefits**

7 In the event a teacher's contract is not renewed at the end of the regular school
8 year such teacher may elect to continue medical, dental, and vision benefits
9 under the COBRA provisions and life insurance, should such teacher
10 subsequently be re employed at the beginning of the following school year, the
11 Board will reimburse the teacher for the amount the Board would have paid for
12 medical and vision insurance benefits and life insurance had the teacher's
13 contract been renewed. In the event a teacher's employment is terminated with
14 the Board, the District shall calculate the coverage such teacher is due based on
15 his/her premium contributions and appropriate insurance coverage shall be
16 provided by the Board.

17

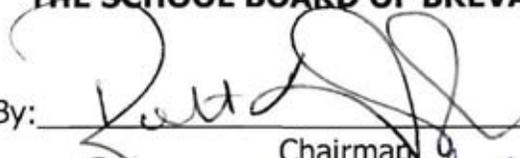
18 *Should there be a discrepancy between this Appendix and the Summary Plan*
19 *Description (SPD), the provisions of the SPD prevail.*

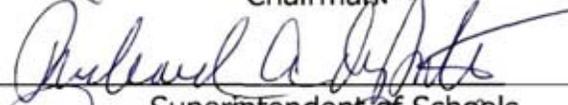
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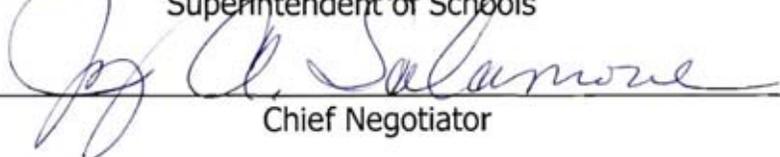
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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 10th day of February, 2009 to be effective as stated herein.

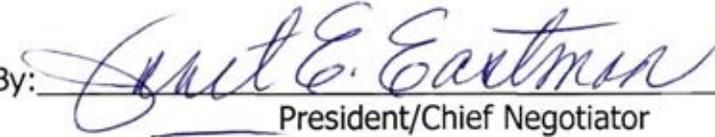
THE SCHOOL BOARD OF BREVARD COUNTY

By: 
Chairman

Attest: 
Superintendent of Schools

Attest: 
Chief Negotiator

**THE BREVARD FEDERATION OF TEACHERS, Local 2098,
Florida Education Association, AFL-CIO, Inc., American Federation of
Teachers, National Education Association**

By: 
President/Chief Negotiator

Attest: 
Vice President

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Associate Superintendent,
Division of Curriculum
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Dr. Walter Christy, Director
Secondary Education

Ms. Eva Lewis, Director
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Ms. Joy Salamone, Director
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