

**Agreement Between the  
School Board of Brevard  
County and the Brevard  
Federation of Teachers,  
Local 2098, Florida  
Education Association,  
AFL-CIO, INC.,  
American Federation of  
Teachers, National  
Education Association  
2007-2008**

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**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**



**2007- 2008**

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3 **AGREEMENT**  
4

5 This Agreement is made and entered into effective as of midnight November 20,  
6 2007, by and between the School Board of Brevard County, Florida, hereinafter  
7 referred to as the "Board" and the Brevard Federation of Teachers, Local 2098,  
8 Florida Education Association, AFL-CIO, Inc., American Federation of Teachers,  
9 National Education Association, hereinafter referred to as the "Union."  
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3 **ARTICLE I - RECOGNITION**  
4

5 The Board hereby recognizes the Union as the sole and exclusive bargaining  
6 representative for the following Type "E", "J", (full and part-time) and "G"  
7 employees of the Board, whether under contract or on leave, and such other  
8 employees as may be hereafter prescribed by law:  
9

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

20

21 **ARTICLE II - DEFINITIONS**  
22

- 23 A. The term **TEACHER** shall mean those employees listed in Article I.  
24
- 25 B. The term **UNION** shall refer to the Brevard Federation of Teachers and its  
26 duly authorized representatives.  
27
- 28 C. The term **AGREEMENT** shall mean the full and complete agreements  
29 between the Union and the Board, duly ratified and signed as set forth in  
30 the document.  
31
- 32 D. **ASSAULT AND BATTERY**
- 33 1. An "**assault**" is an intentional, unlawful offer of corporal  
34 injury to another by force, or exertion of force directed  
35 toward another under such circumstances as to create a  
36 reasonable fear of imminent peril. The assault must be  
37 premised on affirmative act.
- 38 2. A "**battery**" consists of the intentional infliction of a  
39 harmful or offensive contact on the person of another.  
40
- 41 E. The term **BOARD** shall refer to the School Board of Brevard County and all  
42 duly authorized representatives thereof.  
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2 F. The term **DISTRICT** shall refer to the School District of Brevard County.  
3  
4 G. The term **FISCAL YEAR** shall mean July 1 to June 30, or as otherwise  
5 determined by the Florida State Department of Education or higher  
6 authority.  
7  
8 H. The term **FULL-TIME TEACHER** shall mean a teacher who is appointed to  
9 work forty (40) hours per week for one full semester in any given school  
10 year or two (2) consecutive quarters for year round schools.  
11  
12 I. The term **PART-TIME TEACHER** shall mean a teacher who is appointed by  
13 the School Board to work less than the normal teacher workweek for twenty  
14 (20) or more workdays.  
15  
16 J. The term **PHYSICAL/OCCUPATIONAL THERAPIST ASSISTANT** shall  
17 mean those employees who are appointed to work forty (40) hours per  
18 week and assist licensed physical or occupational therapists in the student's  
19 treatment plan.  
20  
21 K. The term **POSTPLANNING** shall mean those days designated as teacher  
22 planning days scheduled after the last day for students as prescribed by the  
23 calendar as adopted by the Board.  
24  
25 L. The term **PREPLANNING** shall mean those days designated as teacher  
26 planning days scheduled prior to the first school day for students as  
27 prescribed by the calendar as adopted by the Board.  
28  
29 M. The term **PRINCIPAL** shall mean the head of any school to which teachers  
30 are regularly assigned, or his/her designee.  
31  
32 N. The term **SCHOOL** shall mean buildings at a work location to which  
33 teachers are regularly assigned.  
34  
35 O. The term **SCHOOL DAY** shall mean the period of time during which  
36 teachers are assigned to be at the school site.  
37  
38 P. The term **SCHOOL SITE** shall mean buildings and grounds to which  
39 teachers are regularly assigned.  
40  
41 Q. The term **SCHOOL YEAR** shall mean the period of time beginning with the  
42 first workday for teachers and ending with their last workday, inclusive, as  
43 prescribed by the calendar as adopted by the Board.  
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2 R. The term **SHORT-TERM TEACHER** shall mean a teacher who is appointed  
3 to work by the School Board to work in replacement for a regular contract  
4 teacher for more than twenty (20) days but less than 99 days in any given  
5 school year.  
6  
7 S. The term **STUDENT DAY** shall mean the hours of the day when the  
8 majority of students are required to attend their assigned schools.  
9  
10 T. The term **SUPERINTENDENT** shall refer to the Superintendent of Schools  
11 of the School Board of Brevard County or his/her designee.  
12  
13 U. The term **UNION REPRESENTATIVE** shall mean any person so designated  
14 by the Union president.  
15

16 **ARTICLE III - FAIR PRACTICES**  
17

- 18 A. The Board hereby agrees that every teacher shall have the right to organize,  
19 join, and support the Union. The Board agrees that it shall not directly or  
20 indirectly discourage, deprive, or coerce any teacher in the enjoyment of any  
21 rights conferred by this Agreement. The Board agrees that it will not  
22 discriminate against any teacher with respect to wages, hours, or any terms  
23 or conditions of employment by reason of membership in the Union,  
24 participation in any activities of the Union, negotiations with the Board, or  
25 institution of any grievance, complaint, or proceeding under this Agreement.  
26  
27 B. The Board agrees that employment application forms and oral interview  
28 procedures for teachers shall continue to omit any required reference to the  
29 applicant's membership in any employee organization which seeks collective  
30 bargaining status.  
31  
32 C. The Board agrees not to require any teacher to complete an oath of loyalty  
33 unless otherwise required by law.  
34

35 **ARTICLE IV - GRIEVANCE PROCEDURE**

36 **Section A - Definitions**

- 37 1. A grievance is an allegation by a teacher that there has been a  
38 violation, misinterpretation, or misapplication of any of the specific  
39 provisions of this Agreement. Except by mutual agreement between the  
40 Board and the Union to the contrary, the filing of a grievance up to and  
41 including Step III shall be limited to one (1) specific provision of the  
42 Agreement per filing.  
43  
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2. As used in this Article, the term "teacher" shall mean either an individual, a group of teachers having the same grievance, or the Brevard Federation of Teachers.
3. For purposes of this Article, the term "principal" shall mean the administrative head or designee of the work site at which the teacher is regularly assigned.
4. As used in this Article, the term "day" shall mean a regular teacher employment day except during the period of time outside the regular contract year when the term "day" shall mean Monday through Friday.

**Section B - Procedures**

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

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

1  
2 **Step II (Formal)** - If not satisfied with the resolution of the grievance at Step  
3 I, the teacher may submit the completed grievance form to his/her principal.  
4 The filing of the Grievance at Step II must be within eighteen (18) workdays of  
5 the event-giving rise to the grievance. Within five (5) days of receipt of the Step  
6 II filing, the principal and the teacher shall meet in an effort to resolve the  
7 dispute. The teacher and the principal may mutually agree to waive the  
8 necessity to conduct the Step II meeting and allow the grievance to proceed  
9 forward to Step III. The principal shall submit his/her written decision to the  
10 teacher, with a copy to the Union, within seven (7) days of the Step II meeting,  
11 or if no Step II meeting is held, within five (5) days of the execution of the  
12 waiver described herein.

13  
14 **Step III (Formal)** - Within seven (7) days of the receipt of the Step II decision,  
15 the teacher, if not satisfied with the resolution of the grievance at Step II, may  
16 submit the completed grievance form to the superintendent. Within seven (7)  
17 days of receipt of the Step III filing, the superintendent and the teacher shall  
18 meet in an effort to resolve the grievance. The superintendent shall submit  
19 his/her written decision to the teacher, with a copy to the union, within seven (7)  
20 days of the Step III meeting.

21  
22 **Step IV (Formal)**

- 23 a. Within sixteen (16) calendar days of the receipt of the Step III  
24 response, the union, if not satisfied with the resolution at Step III,  
25 may submit a written demand for arbitration to the American  
26 Arbitration Association. The superintendent shall be concurrently  
27 notified of such demand. The parties agree that the postmark date  
28 shall be used to determine the date submitted. In the event the  
29 superintendent's notification is provided in a manner other than  
30 U.S. Mail, such notification shall be received in the Office of Labor  
31 Relations as per the sixteen (16) calendar day timeline provided  
32 herein. The American Arbitration Association shall furnish one or  
33 more panels of arbitrators pursuant to its procedures. The parties  
34 agree to subscribe to the then prevailing practices of the American  
35 Arbitration Association.
- 36  
37 b. The arbitrator shall schedule a hearing as promptly as possible.  
38 He/She shall seek agreement of the parties as to the date of  
39 hearing, but such shall be scheduled within thirty (30) calendar  
40 days except as otherwise provided herein. The arbitrator shall  
41 issue his/her decision not later than thirty (30) calendar days from  
42 the date the hearing is concluded. Such decision shall be in writing  
43 and shall set forth the arbitrator's opinion and conclusions on the  
44 issues submitted. The decision shall be final and binding on the  
45 parties.

- c. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, or modify or vary in any way the terms of this Agreement. He/She shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. The arbitrator's award may include such remedy as shall be authorized by law.
- d. Fees and expenses of the arbitrator shall be shared equally by the Board and the Union.

**Section C - General Provisions**

- 1. The right to proceed to the arbitration step of this procedure shall be limited to the Union. Except for mutual written agreement to the contrary, the Union's demand for arbitration shall be submitted so as to limit the scope of each such demand to only one (1) grievance. The parties agree that only subject to all of the conditions listed below, one (1) or more grievance(s) may be concurrently considered in dispute at the arbitration level only of the grievance procedure:
  - a. All such grievances shall have the same grievant;
  - b. All such grievances shall have the same date of event giving rise to the grievance;
  - c. All such grievances must have been processed through Step III as provided herein.
- 2. If the decision to be given by a teacher's principal or the superintendent is not given within the respective times by said provisions specified, the teacher shall have the right to proceed with his/her appeal to the next step by giving notice of appeal or request for arbitration within the same time to the same parties and in the same manner as he/she would be required if a decision adverse to him/her had been rendered on the outside date prescribed above for rendering decisions.
- 3. Time limits may be extended beyond those specified only upon actual written agreement between the parties. Whenever illness or other incapacity prohibits either party from attending a grievance meeting, the time limits shall be extended until the affected party(ies) can be present.

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4. Any written notice to be given under Section B by the teacher to his/her principal or to the superintendent may be given by hand by the teacher or his/her representative or by mailing it by certified mail, return receipt requested, addressed to the principal or the superintendent at their respective offices. Any notice or decision to be given to the teacher may be given to the teacher by hand by the principal or superintendent or their representative or by mailing by certified mail, return receipt requested, addressed to the teacher at his/her home address as shown in the Board's records. Any notice or decision to be given to the Union may be given to the President of the Union, or by mailing it by certified mail, return receipt requested, addressed to the Union at its offices. Any notice or decision given by hand will be verified by written receipt if requested.

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

- 5. When hearings are held during school hours, persons necessary to be present shall be excused without loss of pay or accumulated leave, provided that the Step IV hearing arrangements shall also be made to permit the appearance of witnesses without loss of pay or accumulated leave whom the arbitrator shall deem necessary.
- 6. If a grievance arises as a result of a condition which the immediate supervisor is without the jurisdiction to resolve, the teacher may file the grievance at Step III (superintendent level) and proceed through the grievance procedure from Step III forward.
- 7. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration.
- 8. No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.
- 9. Grievance files shall be filed separately from other files of the teacher.
- 10. Necessary forms for the filing of grievances shall be mutually agreed to by the Union and the Board. Costs incurred in the printing, supply, and required distribution of such forms shall be shared equally by the Union and the Board.

- 1 11. Any claim or grievance arising under the Agreement while said  
2 Agreement is in force shall be processed through the grievance  
3 procedure until its resolution.  
4

## 5 **ARTICLE V - UNION RIGHTS**

### 6 **Section A - Leave for Union Service**

7 Leave of absence without pay shall be granted to teacher(s) for the purpose  
8 of participating in Union activities. No more than twenty-seven (27)  
9 workdays per school year shall be used for such purpose under the following  
10 conditions:  
11

- 12 1. No less than one (1) workday may be taken at any one time.
- 13 2. No more than two (2) teachers shall be absent from any single worksite  
14 at the same time.
- 15 3. Substitute cost incurred as a result of seven (7) such days shall be  
16 borne by the Board.
- 17 4. Except for paragraph 3 above, the cost of substitute(s) incurred as a  
18 result of such leave shall be at the expense of the Union.
- 19 5. No more than four (4) days notice shall be required for such leave  
20 application.
- 21 6. No more than eleven (11) days of such leave shall be taken by any one  
22 teacher during any given school year. No more than five (5) of such  
23 days may be taken consecutively.  
24  
25

26 Leave of absence without pay shall be granted by the Board for the purpose of  
27 serving as an officer of the Brevard Federation of Teachers [limited to four (4)]  
28 and the Florida Education Association. Request for leave shall be made upon  
29 written application of such teacher to the Superintendent at least twenty-five  
30 (25) calendar days prior to the onset of the semester in which the leave is to  
31 begin. Such leave shall not be for less than one (1) school year. Such leave  
32 shall not be renewable for any longer than the duration of this Agreement.  
33

34 Union officers described above, other Union officers who are also active teachers  
35 with the district who are not on leave, and teachers whose leave days are  
36 charged to the twenty-seven leave days (27) as provided in this section, shall be  
37 allowed to participate in Board approved benefit plans, Florida Retirement, and  
38 Social Security plans which are available to other district teachers. Such  
39 participation shall be at no additional cost to the Board other than the cost the  
40 Board already incurs for its employees. Written procedures shall be developed  
41 which are mutually acceptable to the Board and the Union. Mutual agreement or  
42  
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1 the lack of same shall not be subject to the grievance procedure of this  
2 Agreement.

3  
4 **Section B - Negotiations on School Time**

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

10  
11 If other activities directly related to this Agreement and mandated by law or this  
12 Agreement are conducted during the regular teacher workday, leave of absence  
13 sufficient to conduct such necessary activities shall be granted to the affected  
14 teachers without loss of pay or accumulated leave.

15  
16 **Section C - Bulletin Boards**

- 17 1. The Board shall make available for exclusive use by the Union one (1)  
18 bulletin board located in the main faculty lounge at each school for  
19 posting of official Union material properly identified as such. If no  
20 bulletin board was in use as of March 19, 1979 in the main faculty  
21 lounge for the posting of such notices, a bulletin board shall be made  
22 available for such notices in an area to which teachers have ready  
23 access.
- 24  
25 2. Concurrently, a courtesy copy of such material shall be provided to the  
26 principal and sent via Union courier, fax, or U.S. Mail to the Director of  
27 Labor Relations or designee.
- 28  
29 3. Campaign literature of a candidate for public office shall not be  
30 distributed through the Board's courier service, posted on a Union  
31 bulletin board, or placed in a teacher's mailbox.
- 32  
33 4. The Union shall provide the principal with the name in writing of the  
34 bargaining unit member who is designated by the Union as having the  
35 responsibility to post such material. A district-wide master list of  
36 teachers so designated shall be delivered to the Director of Labor  
37 Relations upon request in writing two (2) times per year. Such list shall  
38 contain the name and work location of each person designated.

39  
40 **Section D - Union Meetings**

41 The Union shall have the right to use school buildings for meetings with  
42 members of the bargaining unit, provided notice of such meetings shall be  
43 submitted to the principal no less than two (2) workdays prior to the date of the  
44 requested meeting. The use of such building shall be without charge except for  
45 additional costs, which may be incurred in connection therewith. Such additional

1 costs shall be stated on the approved building use permit. This paragraph shall  
2 not be applicable to any use by the Union for fund raising or any meeting or  
3 activity involving more than twenty (20) persons where less than ninety percent  
4 (90%) of those in attendance are employees of the Board. The Union shall be  
5 responsible for any damage, which may be incurred in connection with such  
6 usage. The use of such facilities hereunder shall also be contingent upon such  
7 causing no interference with the instructional matters of the school district.  
8

9 A meeting hereunder which has been scheduled shall not be cancelled by the  
10 principal unless no other course of action is reasonably available to effectuate  
11 the needs of the school. Provided one such meeting per month may be held  
12 during the teacher workday, but outside the normal student day. Such meetings  
13 held during the teacher workday shall be scheduled by the principal and BFT  
14 building representative at a mutually agreed upon time. Under no circumstances  
15 shall this language be interpreted that the Union shall not have the right to such  
16 meetings.  
17

18 **Section E - Distribution of Literature**

- 19 1. The Union shall have the right to place material dealing with Union  
20 business in the teachers' mailboxes provided that the following  
21 conditions for using such mailboxes are met:  
22
- 23 a. Union materials shall be designated as Union matter and dated  
24 where possible to show date of publication.
  - 25
  - 26 b. Union material in bulk shall only be placed in or near the mailboxes.  
27
  - 28 c. Concurrently, a courtesy copy of such material shall be provided to  
29 the principal and sent via courier or U.S. Mail to the Director of  
30 Labor Relations or designee.  
31

32 **Section F - Superintendent - Union Conferences**

33 The superintendent shall meet at a mutually agreeable time in his/her office with  
34 the president of the Union or designee and either a Union vice president or a  
35 representative of the Florida Education Association or the American Federation of  
36 Teachers for a limit of two (2) Union representatives in any one meeting to  
37 discuss matters relating to the implementation of this Agreement, provided  
38 (except by mutual consent) such meetings shall not occur more often than once  
39 each calendar month, and provided further that at least seven (7) calendar days  
40 written notice shall be given for the request of such meeting and the request  
41 shall include the suggested agenda for such meeting.  
42  
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2 **Section G - School Visitation by Union Representatives**

3 Authorized Union representatives shall be allowed to visit schools where teachers  
4 are assigned to conduct Union business under the following conditions:  
5

- 6 1. The Union shall provide the Director of Labor Relations the names in  
7 writing of the persons who are authorized by the Union to participate in  
8 such visits provided that the Union shall only alter the list three (3)  
9 times each school year.  
10  
11 2. Immediately upon arrival at the school site, the Union representative  
12 shall report to the reception area of the administrative offices and shall  
13 indicate to the principal the purpose for such visit.  
14  
15 3. Such visitation shall in no way disrupt or interfere with educational  
16 procedures or programs.  
17  
18 4. No more than three (3) Union representatives, not to include the Union  
19 building representative, shall be present in any single work location at  
20 any one time.  
21  
22 5. Such visitations shall not be used for tax sheltered annuity  
23 presentations or partisan political activity.  
24  
25 6. The parties agree to make financial information available to teachers  
26 which will aid in their personal financial planning. The intent of such  
27 information is to provide financial planning information to employees  
28 rather than promote any company or individual's business opportunity.  
29

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

- 31 1. The Union shall have the right to request to be placed on the Board  
32 agenda at all regular Board meetings. The Board shall provide the  
33 Union at no cost with one (1) copy of the materials relating to all public  
34 Board meetings which are generally distributed to the press at a time  
35 after said materials are made available to the Board, but no later than  
36 when materials are distributed to the press for any regular meeting of  
37 the Board. One (1) copy of the printed minutes of the Board shall be  
38 supplied to the Union at no cost when said materials are made available  
39 to the Board.  
40  
41 2. The Board shall provide each school with a copy of the summary  
42 agenda of regular Board meetings to be posted in a conspicuous  
43 location.  
44  
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2 **Section I - Union Representation on Board Committees**

3 If the Board shall determine to appoint a district-wide committee, which shall  
4 include more than five (5) teachers thereon who shall not be entitled to  
5 additional financial compensation excluding mileage for such committee  
6 participation and which shall be charged to review and/or report on curricular  
7 matter(s) directly affecting the working conditions of teachers, the Union  
8 President shall be invited to submit to the superintendent the name of at least  
9 one (1) teacher who shall be named to the committee. In the instance of a  
10 committee to deal with curriculum matters as described above, the names of the  
11 anticipated appointees shall be submitted in writing to the Union president or  
12 his/her designee who may select one teacher from such list as a Union  
13 representative. Such selection by the Union President shall be within seven (7)  
14 calendar days of his/her receipt of such list. If the Union President wishes to  
15 select a teacher who is not on the anticipated committee list, he/she may do so  
16 and that teacher will be added to the committee as the Union representative.  
17 Such Union selected teacher shall meet the district requirements for committee  
18 participation prior to such appointment as the Union representative.

19  
20 **Section J - Teacher Directory**

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

25  
26 **Section K - Union Dues Deduction**

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

- 29  
30 1. The teacher submits a written dues deduction authorization, which is  
31 received in the Board finance office no later than the first day of the  
32 month in which deductions are to begin.  
33  
34 2. Such authorization is submitted on a form that is mutually acceptable to  
35 the Board and the Union and supplied by the Union at no cost to the  
36 Board.  
37  
38 3. The Union shall certify in writing to the Board the amount to be  
39 deducted from each check for each payroll period provided that such  
40 dues shall not be changed more than one (1) time during the fiscal  
41 year. Notice of such change shall be received in the Board finance  
42 office no later than forty-five (45) calendar days prior to the payroll  
43 date on which such change is to become effective.  
44  
45

1 4. The authorization for deduction shall remain in effect until a written  
2 revocation from the teacher is received by the Board and the Union at  
3 least thirty (30) calendar days in advance of the payroll date on which  
4 the deductions are to cease. Termination of employment shall  
5 constitute a revocation.

6  
7 5. All dues collected in this matter shall be remitted to a designated Union  
8 official or designee within ten (10) workdays following such deduction.  
9 Costs incurred by the Board in making such deductions shall be borne  
10 by the Board. The Union agrees to indemnify and hold harmless the  
11 School Board and its members, all of its agents and employees against  
12 any and all loss arising from any claims, suits, demands, or other  
13 actions arising from any action taken hereunder.  
14  
15

### 16 **Section L - Other Deductions**

17 The Board agrees to deduct a uniform deduction and/or assessment for Union  
18 insurance programs from the paycheck, provided such deduction shall be  
19 authorized in writing by the teacher and the amount authorized shall remain  
20 uniform for the entire school year. All of the other provisions of Section K of this  
21 Article shall also be applicable to this deduction, except that the amount  
22 deducted for an individual insurance program shall not vary during the fiscal  
23 year. The amount deducted shall be transmitted to the Union along with the  
24 Union dues. The Union shall be responsible for the disbursement of such funds.  
25 The amount of such deduction shall be added to the amount of dues deducted  
26 pursuant to Section K and the total reflected on the payroll stub, under the  
27 category of Union dues, provided that should a separate additional slot become  
28 available on such payroll stub, the Board shall report such deduction(s) pursuant  
29 to this Section separately as soon as procedures necessary for such change can  
30 be accomplished.  
31

### 32 **Section M - Time on Agenda of Faculty Meetings**

33 A Union building representative shall be allowed to announce at faculty meetings  
34 the time and place of Union meetings provided that the following conditions are  
35 met:  
36

- 37 1. The place in the meeting at which such announcements shall be given  
38 shall be scheduled by the principal.
- 39  
40 2. Sufficient time shall be allowed for announcements limited to official  
41 Union business.  
42
- 43 3. The principal shall provide a teacher with the opportunity to complete  
44 Union bargaining and/or calendar surveys and/or to view presentations  
45 on Educational Research and Dissemination (ER&D) programs and other

1 programs, which are endorsed by the district. Such programs must  
2 have a direct application to the role of the teacher and the presenter  
3 will be a person who is trained in such programs. Teacher attendance  
4 at such presentations shall be voluntary unless such programs are a  
5 required part of the regular faculty meeting.  
6

### 7 **Section N - Use of School Supplies and Equipment**

8 Authorized building representatives of the Union shall have the right to use  
9 designated duplicating, audiovisual, and typewriting equipment located in the  
10 school to which the building representative is regularly assigned. Such use shall  
11 be subject to the following conditions:  
12

- 13 1. The Union shall reimburse the Board the cost of all materials used and  
14 any per-copy cost incurred by the Board.  
15
- 16 2. The Union shall assume full responsibility for any damage to such  
17 equipment.  
18
- 19 3. The use of such equipment or materials shall not interfere with the  
20 instructional nor administrative needs of the school.  
21
- 22 4. The amount of such use of materials and supplies shall be promptly  
23 reported to the principal in writing.  
24
- 25 5. Equipment may not be removed from the site without the prior approval  
26 of the principal.  
27

### 28 **Section O - Orientation Meeting for Incoming Teachers**

29 If the Board shall conduct area-wide or district-wide meetings, gatherings,  
30 and/or receptions for newly employed teachers for the purpose of providing  
31 general employment information, the Union President shall be advised of such  
32 meeting(s) and given the opportunity thereat to briefly welcome the teachers to  
33 the district. The School Board is cordially invited to attend the Union's area-wide  
34 or district-wide meetings, gatherings and receptions for newly employed teachers  
35 for the purpose of providing general employment information.  
36

### 37 **Section P - Exclusivity Rights**

38 Except as otherwise provided by law, rights granted to the Brevard Federation of  
39 Teachers in Article V of this Agreement shall not be granted to any other union  
40 or employee organization which is organized for the purpose of representing  
41 teachers in collective bargaining.  
42  
43  
44  
45

1  
2  
3 **ARTICLE VI**  
4 **GENERAL CONDITIONS OF EMPLOYMENT**

5 **Section A - Fair Employment Practices**

- 6 1. If the superintendent shall recommend the dismissal or non-renewal of  
7 any teacher, the teacher shall be given written notice thereof with  
8 reason(s) prior to final School Board action on such recommendation.  
9
- 10 2. Upon receipt of the notice described in the preceding subsection, or upon  
11 being advised that the superintendent intends to make such  
12 recommendation for dismissal or non-renewal, the teacher shall, upon  
13 written request filed with the superintendent no later than five (5)  
14 calendar days following receipt of such recommendation or advice of  
15 intention to recommend, have the right to a meeting with the  
16 superintendent at which the teacher may advance reasons why such  
17 dismissal or non-renewal should not be recommended to the School  
18 Board.
- 19 3. If any teacher shall be disciplined, i.e. demoted, suspended other than  
20 pursuant to dismissal, or suffer loss of pay, such discipline shall be for  
21 just cause and may be challenged pursuant to the provisions of Article  
22 IV of this Agreement.  
23
- 24 As used herein, "demoted" shall not be construed to include a  
25 determination of the Board to change any differentiated pay position  
26 assignment or extracurricular duty assignment.  
27
- 28 4. If it shall be ascertained that the disciplinary action taken against a  
29 teacher resulted in loss of salary or other benefits without justification,  
30 the teacher shall be restored such salary or other benefits to the extent  
31 feasible. Such restoration shall include placement on the salary  
32 schedule so that the teacher's salary shall be no less than the amount  
33 that he/she was scheduled to receive prior to disciplinary action.  
34
- 35 5. Teachers who no longer are employed by the Board shall retain the  
36 right to grieve alleged violations of this Agreement, which occurred  
37 during their employment or concurrent to their involuntary termination,  
38 subject only to the provisions of Article IV.  
39

40 **Section B - Calendar**

- 41 1. The regular school year of all Type "E" employees covered by this  
42 Agreement shall consist of no more than one hundred eighty (180)  
43 student days and one hundred ninety-six (196) teacher days inclusive of  
44 paid holidays.  
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2. Time spent at parent-teacher conferences which are scheduled on the school calendar as adopted by the Board is not subject to additional financial compensation. Such time spent at parent-teacher conferences shall be accruable subject to the compensatory time provisions of this Agreement.
  3. The following days shall be designated as paid teacher holidays during the Fiscal Year 2007-2008:
    - a. September 3, 2007
    - b. November 22, 2007
    - c. November 23, 2007
    - d. January 1, 2008
    - e. January 21, 2008
    - f. March 21, 2008
  4. It is the intent that the three (3) shortened student days at the end of each semester be utilized for those activities required to complete the student evaluation process. The teacher workday between semesters shall be for the purpose of uninterrupted teacher planning and preparation.
  5. Except for reporting at the end of the first semester and the end of the last semester, provided that grades are not due before the end of the workday, teachers who submit grades to Educational Technology Services shall have no less than two (2) workdays after the end of the grading period to prepare grades before turning in such grades to the administration and/or school office.
  6. During the 2007-2008 School Year, the Board and Union will form a committee of equal representation that will study the impact of electronic grading and posting on teacher working conditions. The results will be disseminated to the Board and Union.
  7. Elementary schools may develop through the School Advisory Committee, for submission through the district waiver process, a plan for an amount of time during the teacher workweek where teachers and parents may confer and teachers may plan together or individually. The waiver process and form will be made available to the chairperson of the School Advisory Committee and the Union office.

1  
2 **Section C - School Day**

- 3 1. A teacher shall be entitled to a daily duty-free lunch period of no less  
4 than thirty (30) minutes inclusive of the time to escort students to the  
5 cafeteria, provided teachers assigned to self-contained exceptional  
6 education classes shall be entitled to such duty-free lunch when  
7 feasible. The forty (40) hour workweek shall be inclusive of the daily  
8 lunch period. It is not the intent of the Board herein to preclude  
9 reasonable duty-free lunch time not provided herein, where such may  
10 be reasonably provided nor to preclude a principal from implementing  
11 an alternative method of providing such duty-free lunch to a teacher for  
12 whom duty-free lunch is not provided herein. All schedules for  
13 teachers' lunch shall reflect the thirty (30) minutes provided for duty-  
14 free lunch and may include the statement that the thirty (30) minutes  
15 will include time to escort students to the cafeteria.  
16  
17 a. The principal is encouraged to consider the availability of all  
18 nonbargaining unit personnel when assigning supervisory lunch  
19 room duties.  
20 b. Teachers of resource exceptional education classes shall not be  
21 required to serve lunchroom supervision longer than a time equal  
22 to the length of time allotted for individual students' lunch periods.  
23  
24 c. If a principal decides to close the school library in order for the  
25 Media Specialist to serve lunchroom supervision, the principal is  
26 encouraged to seek alternative procedures which will allow the  
27 media center to remain open during such lunch serving time.  
28  
29 2. Except as provided herein, teachers who are assigned to teach in  
30 elementary schools, middle schools, junior high schools, or high schools  
31 shall be scheduled for a period of uninterrupted preparation time.  
32  
33 a. The use of such preparation time shall normally be for the purpose  
34 of teacher preparation, student staffing, individual parent  
35 conferences, department meetings, evaluation conferences, and  
36 the like. It is not the intent of the parties for planning time to be  
37 used for those purposes, which could be better accomplished by  
38 utilizing a school-wide faculty meeting.  
39  
40 b. In the event a principal assigns a teacher to the class or classes of  
41 an absent teacher and/or the teacher loses his/her preparation  
42 time as a result of an assignment, compensatory time equal to the  
43 amount of lost preparation time shall be made available to the  
44 affected teacher for such preparation time.  
45

- 1 c. The length of preparation time for teachers in middle schools,  
2 junior high schools, and high schools shall normally be equal to the  
3 length of the students' class period on the day preparation time is  
4 granted. Except for schools with block scheduling, preparation time  
5 for part-time teachers shall be scheduled pro rata.  
6
- 7 d. Teachers in elementary schools shall be scheduled for no less than  
8 two hundred sixty (260) minutes of preparation time during each  
9 full five (5) day workweek. Sixty (60) of the two hundred sixty  
10 (260) minutes may be outside the normal student day. If the  
11 workweek is less than five (5) days, such preparation time shall be  
12 reduced pro-rata fifty-two (52) minutes per day for each day  
13 students are not scheduled to attend full time. It is the intent of the  
14 parties that the allowance to schedule sixty (60) minutes of  
15 planning time as provided herein, should not be used to lower the  
16 amount of planning that has normally been scheduled during the  
17 student day.  
18
- 19 e. Except as otherwise provided herein, preparation time as provided  
20 herein shall be scheduled within the six and one-half (6 1/2) hour  
21 period of time immediately following the beginning of the normal  
22 student day.  
23
- 24 f. Vocational Teachers with multi-period blocks of classes and/or  
25 other teachers not normally assigned to class groups shall not be  
26 entitled to preparation time as described herein. This latter group  
27 includes, but is not limited to, counselors, occupational specialists,  
28 alternative education teachers, area counselors, resource teachers  
29 and media specialists not assigned a full class load. Multi-period  
30 blocks of classes as used herein shall mean only those instances in  
31 which a teacher's classes are scheduled in multi-period blocks for  
32 the entire student day, e.g. three (3) classes of two (2) period  
33 blocks in a six (6) period day. Provided that in the event of an  
34 emergency, planning time as provided herein for an exceptional  
35 education teacher may not be provided.  
36
- 37 g. It is not the intent of the Board herein to preclude reasonable  
38 preparation time for teachers not covered herein, where such  
39 preparation time may reasonably be provided.  
40
- 41 h. A teacher who is not assigned to the extended day program as  
42 provided herein and is scheduled for more than one (1) daily non-  
43 teaching period may be assigned to perform other duties as  
44 required during no more than two (2) of such additional daily non-  
45 teaching periods per teacher workweek.

1  
2 i. A teacher assigned to teach in the four-period block schedule may  
3 be assigned by the principal for up to ninety (90) minutes per week  
4 in increments of no greater than forty-five (45) minutes a day to  
5 perform other duties to maintain the orderly function of the school.  
6

7 3. A teacher may request to leave the school site during his/her workday.  
8

9 4. The normal teacher workweek shall not exceed forty (40) hours  
10 inclusive of a daily thirty (30) minute lunch period except in an  
11 emergency and/or to allow for compensatory time.  
12

13 a. If the teacher workweek shall be less than five (5) days as a  
14 consequence of an official school recess or holiday, the normal  
15 workweek shall be reduced pro-rata from paragraph 4 above.  
16

17 b. In the event a teacher is assigned to work beyond the normal forty  
18 (40) hour workweek, then compensatory time shall be granted to  
19 the teacher. Additionally, workweek adjustments shall be allowed  
20 only when the length of the work assignment(s) does not  
21 cumulatively exceed thirty (30) minutes in a normal workweek.  
22 Assignments beyond the thirty (30) minutes in such workweek are  
23 subject to the compensatory time provisions of this Agreement.  
24 The rules governing compensatory time shall apply as stated in  
25 Article VI, Section C, Paragraph 5.  
26

27 In the event a teacher meets with a parent of his/her students and  
28 such meeting causes the teacher to extend his/her forty (40) hour  
29 workweek, time spent at the parent conference shall be subject to  
30 compensatory time provided that the principal and teacher have  
31 prior mutual agreement that such parent conference time will  
32 qualify for compensatory time. Parent conferences as used herein  
33 are those parent conferences in addition to those found on the  
34 school calendar as adopted by the Board. The requirement of  
35 "prior mutual agreement" may be met by the principal establishing  
36 a building policy on such requirement.  
37

38 c. In the event a principal assigns a teacher to perform duties which  
39 require a teacher to return to school for evening functions (e.g.  
40 open houses, individual parent conferences, other such functions),  
41 time spent at such assignments shall be accruable to compensatory  
42 time. On the two board-adopted calendar parent conference nights,  
43 teachers shall be released as soon as the student day has ended  
44 and student supervisory duties have been completed.  
45

- 1 d. Compensatory time accrued by a teacher shall be made available to  
2 a teacher during the normal student day up to sixteen (16) hours.  
3 Nothing contained herein shall preclude a principal from approving  
4 compensatory time during the student day beyond the minimum  
5 guaranteed amount of sixteen (16) hours.  
6  
7 e. The Board and the Union agree that the thirty (30) minute lunch  
8 shall be a paid lunch and the additional one hundred fifty (150)  
9 minutes to the workweek shall accommodate the needs of the  
10 school, provided any day a teacher does not have an uninterrupted  
11 planning time he/she shall receive compensatory time equal to the  
12 length of the interruption as referenced in Article VI, Section C.2)b.  
13  
14 f. In the event a teacher chooses to use compensatory time in lieu of  
15 sick/personal leave as provided herein, such teacher shall be given  
16 a verification of such time being so charged to his/her  
17 compensatory time balance.  
18  
19 g. In the event a teacher transfers from one school to another, any  
20 unused compensatory time shall transfer with the teacher subject  
21 to the following condition: Written verification of compensatory  
22 time earned shall be provided from the sending principal to the  
23 receiving principal at the time of the transfer.  
24

25 5. The rules governing compensatory time shall be as follows:

- 26  
27 a. The amount of compensatory time shall be equivalent to the  
28 amount of time a teacher was required to work as provided herein.  
29  
30 b. Prior to being allowed to take compensatory time, the following  
31 conditions shall be met:  
32  
33 1) The teacher shall properly submit a written request to the  
34 principal for such use. If a teacher is assigned duties by an  
35 administrator for which compensatory time is earned, the  
36 administrator shall furnish to the teacher(s) a receipt for the  
37 time. This does not preclude a teacher(s) from applying for  
38 compensatory time accrual.  
39  
40 2) Such written request must be received by the principal no  
41 earlier than forty (40) calendar days prior to and no later than  
42 two (2) school days prior to the date compensatory time, if  
43 approved, is to be utilized.  
44  
45

- 1                   3) The principal shall act on requests for compensatory time  
2 submitted two (2) days prior to the utilization within one (1)  
3 day of the request. Other requests will be acted upon within  
4 two (2) days of the request. In the event the principal does  
5 not act on any request for compensatory time within the  
6 specified time frames, the request shall be considered  
7 approved. Provided that in circumstances where the  
8 requesting teacher is not assigned to the same worksite as  
9 his/her principal, such responses shall be extended by three  
10 (3) days. When a teacher applies for compensatory time two  
11 (2) or more school days prior to the day compensatory time is  
12 requested to be used, the applicant cannot be required to  
13 supply his/her own substitute as a condition of approval for  
14 such compensatory time request.  
15
- 16                   4) Time limits as prescribed herein may be waived by the  
17 principal without precedent and at his/her discretion.  
18
- 19                   5) Failure of a teacher to utilize approved compensatory time may  
20 result, at the principal's discretion, in the reduction of such  
21 time from the teacher's accrued compensatory time balance.  
22
- 23                   6) In the event a teacher qualifies for compensatory time as  
24 provided herein and the teacher makes proper application  
25 which is subsequently denied, up to twelve (12) hours of such  
26 denied compensatory time shall be carried forward to the next  
27 school year. Such twelve (12) hours may be used at the  
28 teacher's option as either sick leave for the same purposes as  
29 other sick leave may be used or as personal leave charged to  
30 sick leave as provided in Article XIV.  
31
- 32                   c. Except as otherwise provided herein, compensatory time shall only  
33 be accrued and utilized during the school year in which it is earned.  
34 Teachers shall be given the opportunity to utilize their  
35 compensatory time as provided herein and shall not be carried  
36 forward from one school year to another except as provided above.  
37
- 38                   d. Nothing contained herein shall be construed as precluding a  
39 principal from allowing compensatory time on a non-student  
40 attendance day as reflected on the school calendar as adopted by  
41 the Board.  
42
- 43                   e. In the event a principal denies the use of accumulated  
44 compensatory time on an inservice day or on a post planning day  
45 as scheduled on the school calendar as adopted by the Board, such

1 denial shall give the affected teacher(s) the right to use, at his/her  
2 option, compensatory time in lieu of and for the same purpose(s)  
3 as sick leave. The amount of any such compensatory time used as  
4 sick leave shall be no more than an amount equal to the time  
5 designated by the Board for the affected inservice day or post-  
6 planning day. Provided that any sick leave taken on an inservice  
7 day or post-planning day shall be deducted from the accrued sick  
8 leave balance of the teacher.  
9

10 f. In the event a teacher chooses to use compensatory time in lieu of  
11 sick/personal leave as provided herein, such teacher shall be given  
12 a verification of such time being so charged to his/her  
13 compensatory time balance.  
14

15 6. As used herein, the normal teacher workweek shall not include time  
16 devoted to performance of duties for which compensation is  
17 received pursuant to **The Schedule of Differentiated Pay For**  
18 **Extracurricular and Differentiated Pay Compensation.** If  
19 such assignment is not included in the **Schedule of**  
20 **Differentiated Pay,** the amount paid for such assignment shall be  
21 as determined by the Board.  
22

23 7. Reimbursement of mileage for teachers required to travel to  
24 another school(s) during the normal workday is as follows: After  
25 reporting for duty at a school, if the teacher is required during the  
26 normal workday to travel to another school(s), the teacher shall be  
27 reimbursed for mileage between the first school and the other  
28 school(s), and between the last school and return to the original  
29 school or to the teacher's home, whichever shall be the lesser.  
30

31 a. Employees who regularly travel among the various  
32 schools and other location in the county to perform  
33 their official duties, will be eligible for reimbursement  
34 beginning with the first stop of the work day unless  
35 the first stop is farther from their home than their  
36 established work site.

37 b. If the first stop of the day is farther from the  
38 employee's home than the established work site, the  
39 employee will be eligible for mileage reimbursement  
40 for the difference between the work site and the first  
41 stop of the day.

42 c. From the first stop of the day, the employee will be  
43 eligible for reimbursement for mileage to other sites  
44 for official business during the day.

- 1 d. The employee shall be reimbursed for mileage  
2 between the last stop of the day and return to the  
3 established work site or to the employee's home,  
4 whichever shall be the lesser, which could result in  
5 the employee being reimbursed for returning home  
6 from work.
- 7 e. Since reimbursement for returning home is made for  
8 personal, not business, miles traveled, it will result in  
9 taxable income to the employee and will be reported  
10 on the employee's W-2.
- 11 f. The reimbursement rate shall be no less than the rate  
12 allowed by law.
- 13
- 14 g. In the event that a teacher is required by the Board  
15 to travel within the district but beyond the  
16 administrative area (North, Central, South) in which  
17 he/she is normally assigned, the teacher shall be  
18 entitled to mileage either to and from his/her normal  
19 worksite to the out- of-area worksite, or to and from  
20 his/her home to the out-of-area worksite, whichever  
21 shall be the lesser. This out-of-area provision is  
22 intended to entitle a teacher to reimbursement for  
23 travel to and from an assignment for which he/she  
24 received specific direction by the Board to attend and  
25 which also requires a teacher to travel from one  
26 administrative area to another.
- 27
- 28 8. Attendance of teachers at PTA or PTO meetings shall be voluntary.
- 29
- 30 9. The length of the normal teacher workweek shall be forty (40) hours.  
31 During the ten (10) days (totaling eighty (80) hours) reflected on the  
32 Board-adopted school calendar as student non-attendance days, the  
33 Superintendent and/or principal shall schedule forty-four (44) hours of  
34 teacher work assignments providing a thirty-six (36) hour balance which  
35 shall be designated as planning time used at the teacher's discretion.  
36 The principal shall give to teachers on the first day of pre-planning a  
37 written schedule of the year's non-student days, specifying which hours  
38 are to be administratively designated and which hours are to be used at  
39 teacher discretion. Except in an emergency, the principal shall not  
40 adjust the schedule. In such case, the adjusted schedule shall be  
41 provided in writing with details of the emergency. Unless the teacher is  
42 planning at a school board facility or approved site, such thirty-six (36)  
43 hours are not subject to Workers' Compensation injury claims unless  
44 otherwise specified under State Statute.
- 45

- 1           10. During the 2007-2008 School Year, the Board and Union will complete a  
2 study of how all elementary non-student time is assigned, i.e., the 40  
3 minutes during the student day and the 90 minutes before and after the  
4 student day. The results will be disseminated to the Board and Union.  
5

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

- 7           1. a. Pursuant to state law, the Board may hire degreed, non-certificated  
8 personnel for positions designated "critical shortage". The Union  
9 will be notified seven (7) calendar days prior to the publication of  
10 the Board agenda item concerning the Board designating such  
11 "critical shortage" teaching areas. The Union may provide input  
12 for the Board's consideration. All other teachers must qualify for a  
13 valid Florida teaching certificate.  
14
- 15           b. The Board and the Union agree to review the classroom  
16 management training of the beginning teacher in order to  
17 determine what changes, if any, should be made in order to better  
18 equip beginning teachers to handle student discipline. On a  
19 voluntary basis, Educational Research and Dissemination programs  
20 on classroom management for the beginning teachers shall be  
21 made available to teachers during the afternoon of the preplanning  
22 period. The voluntary nature of such ER&D programs shall not  
23 prohibit the principal from providing compensatory time for such  
24 attendance, provided that up to four (4) ER&D instructors shall be  
25 granted compensatory time for time spent in instructing the ER&D  
26 Program described above.  
27
- 28           2. Teachers shall be assigned to a grade level and/or subject for which  
29 they are qualified. If teachers are assigned to a grade level and/or  
30 subject beyond the scope of their certificate they shall be reassigned as  
31 promptly as circumstances permit within the scope of their certificate.  
32 The foregoing shall not preclude agreement of teachers to continue to  
33 teach outside the scope of their certificate while working for the  
34 acquisition of proper certification.  
35
- 36           3. After May 1, the principal shall make available, upon request of the  
37 teacher, his/her anticipated teaching and room assignment for the  
38 following school year. Further, after December 1, the principal shall  
39 make available upon request of the teacher, his/her anticipated  
40 teaching assignment for the forthcoming school semester.  
41
- 42           4. Schedules for all classroom teachers in secondary schools shall be  
43 posted in each school no later than September 28 of each school year.  
44 Room assignments, planning times, and grade assignments shall be  
45 similarly posted in each elementary school. Both the teacher's

1 certification(s) and recent teaching experience shall be considered when  
2 determining the teacher's assignment.

- 3
- 4 5. No teacher shall be required to formally evaluate any other teacher.
- 5
- 6 6. If teachers are required to teach at more than one school, one school  
7 shall be designated as his/her home base. Except as otherwise  
8 provided herein, teachers who are assigned to teach in more than one  
9 school and such assignment results in his/her traveling between such  
10 schools during the student day, such teacher shall suffer no loss of the  
11 rights conferred by this Agreement, including loss of planning time  
12 and/or duty-free lunch as contained herein.
- 13
- 14 7. The use of time clocks for checking in and out shall be prohibited.
- 15
- 16 8. Teacher participation in school activities beyond the normal teacher  
17 workweek shall be voluntary wherever possible. If a situation arises  
18 where such assignment must be made where no volunteers are  
19 available, priority consideration will be given to the teacher's prior  
20 personal commitments. All assignments beyond the teacher workweek  
21 will be compensated pursuant to Article XVIII of this Agreement, or if  
22 such assignment is not included within Article XVIII, such amount as  
23 may be determined to be appropriate by the Board.
- 24
- 25 9. Based on the instructional needs of the school as determined by the  
26 principal, teachers are eligible for an Optional Class Differential. This  
27 assignment is on a voluntary regular daily basis and is limited to the  
28 circumstances listed below:
- 29 a. A teacher may volunteer to teach a class during his/her planning  
30 period on a regular daily basis.
- 31
- 32 b. A teacher assigned to teach five periods may volunteer to teach an  
33 optional seventh period.
- 34
- 35 c. Each principal shall notify all teachers from his/her faculty of the  
36 availability of scheduled optional classes.
- 37
- 38 d. Teachers desiring to work an optional class period must notify the  
39 principal in writing of his/her desire to participate in such  
40 assignment.
- 41
- 42 e. All applicants who express a desire to teach an optional class  
43 period shall be notified of the principal's decision as soon as  
44 possible.
- 45

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

- 3  
4 1) area(s) of certification  
5 2) current and prior teaching experience  
6 3) differentiated pay position(s) held  
7

8 g. Such teachers shall be compensated pursuant to Article XVIII,  
9 Section H, Schedule of Differentiated Pay.

10  
11 10. Lesson Plans are required. The format for plans shall be decided by the  
12 teacher for the purpose of working with his/her students and shall  
13 include sufficient information for substitutes and evaluators. Teachers  
14 leaving the district or transferring to another school shall turn in their  
15 lesson planbooks and/or gradebooks to the principal as part of the  
16 checkout procedure. Routine submission of lesson plans shall not be  
17 required except in the following instance: when the performance of the  
18 teacher has been less than satisfactory. In this event, format and  
19 content may be part of an assistance plan. Lesson plan restrictions shall  
20 be waived for all "D" and "F" schools until they have regained at least  
21 "C" status.

22  
23 11. The parties agree that the provision for student supervision is primarily  
24 the responsibility of the professional employees in order to ensure a  
25 safe school environment. Supervisory duty assignments shall be  
26 reviewed by the principal and a faculty committee to ensure adequate  
27 supervision and equitable distribution of assignments. Faculty  
28 volunteers to the committee will be sought and all volunteers will be  
29 able to serve on the committee.

30  
31 12. The requirements and procedures for teacher attendance at Board-  
32 adopted district inservice days as reflected on the Board-adopted district  
33 calendar shall be as follows: Teachers shall attend inservice programs  
34 held on inservice days except as provided below.

35  
36 a. When district records show that a teacher has had, within the three  
37 (3) previous years, a specific inservice experience, which is being  
38 required, the teacher may attend at his/her option.

39  
40 b. Upon a review of the inservice programs offered on a specific  
41 inservice day, the teacher and his/her principal mutually agree that  
42 the programs offered on that day do not contain activities which  
43 would beneficially apply to the responsibilities of the teacher or the  
44 teacher has renewed his/her certificate for that school year, the  
45 teacher shall be allowed to remain at his/her school or at another

1 school board cost center, as assigned by the principal or request  
2 compensatory time.

3  
4 c. A teacher is granted an approved leave of absence for that day(s).

5  
6 13. When a teacher receives a significant reassignment after the start of the  
7 school year, the principal shall provide non-student time for planning  
8 and preparation.

9  
10 14. Teachers serving in differentiated pay positions at other than their  
11 home school may, at the discretion of the principals involved, with  
12 reasons given when denied, leave at the end of the school's student day  
13 to fulfill those differential responsibilities.

14  
15 **Section E - Vacancies and Promotional Vacancies**

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

20  
21 2. The assistant superintendent for Human Resources Services or designee  
22 shall post, in his/her office where the same shall be readily accessible to  
23 visitors, a listing of all current teacher vacancies. A copy of such list  
24 shall be promptly forwarded to each area office where it shall be  
25 likewise posted, and a copy of such current list shall also be provided to  
26 the Union. A copy of such list shall also be posted in all schools.

27  
28 3. The Board agrees to notify applicants and Union of the Board's decision  
29 regarding the filling of such vacancy(ies) provided that the applicant  
30 and Union have submitted a stamped self-addressed envelope with  
31 his/her application.

32 4. No promotional vacancy, except vacancies which exist at the level of  
33 superintendent's staff, shall be permanently filled until all teachers who  
34 have properly submitted applications and who meet the qualifications as  
35 reflected on the posted notice have been given the opportunity to be  
36 interviewed.

37  
38 5. For the Purpose of Promotion

39  
40 a. A notice of promotional vacancy shall set forth the qualifications,  
41 primary requirements, duties, and other pertinent information and  
42 the date by which the applicant must file the application. Such  
43 notice shall also include information indicating the salary range for  
44 the position and procedures for application.

- 1           b. Promotional vacancies shall be positions on the Administrative and  
2           Support Salary Schedule as adopted by the Board.  
3  
4           c. A notice of promotional vacancy shall reflect the anticipated  
5           location of the vacancy if known.  
6  
7           6. A notice of instructional task forces and workshops to be appointed  
8           shall be posted in each school at least fifteen (15) calendar days prior to  
9           the closing of the application period for appointment thereto. Such  
10          notice shall include the criteria pertinent to the appointment. In filling  
11          such positions consideration shall be given to the prior opportunity of  
12          teachers to serve on such similar task forces and workshops so that  
13          they may be shared equitably among qualified teachers seeking such  
14          appointments.  
15  
16          7. Upon written request, teachers shall be granted interviews for all posted  
17          vacancies for which they qualify before such vacancies are filled.  
18  
19          8. Training for ESOL/META endorsement shall be the District's  
20          responsibility. Upon ratification of this agreement, for each person who  
21          qualifies for the ESOL endorsement through the 300-hour district ESOL  
22          Add-On Certification Program, the District will fund the \$56.00  
23          application cost to the Department of Education. This payment is not  
24          retroactive.  
25

## 26 **Section F - Assignments and Transfers**

- 27  
28          1. Voluntary Transfer from School to School  
29  
30           a. A teacher who desires a change from his/her assigned school to  
31           another school in the district may request such reassignment by  
32           properly submitting in writing the request to the area  
33           superintendent with a copy of the request to his/her principal.  
34  
35           b. In the event that a teacher desires a transfer at the end of the  
36           regular school year, the teacher shall submit a written request that  
37           will be filed with the area superintendent, with a copy to the  
38           principal, for active consideration throughout the period that school  
39           is not in regular session. The teacher shall be responsible for  
40           notifying the principal of an address and telephone number at  
41           which the applicant can be reached during the above period.  
42  
43           c. Two teachers may voluntarily change positions or schools with the  
44           approval of the area superintendent.  
45

- 1 d. When approving or disapproving a request for voluntary transfer,  
2 the Board agrees to include among the factors to be considered the  
3 following:  
4
- 5 1) Whether the teacher has been involuntarily transferred within  
6 the two (2) year period of time immediately preceding the year  
7 in which the voluntary transfer, if approved, would take place.  
8
- 9 2) The length of time the teacher requesting voluntary transfer  
10 has been assigned to his/her current teaching responsibilities  
11 or his/her current school site.  
12
- 13 e. In the event a teacher requests a voluntary transfer as provided  
14 herein and such request is denied, the teacher shall be provided an  
15 opportunity to confer with the Superintendent regarding the denial.  
16 The superintendent shall give reasons for denial and upon request  
17 by the teacher a Union representative shall be present.  
18
- 19 f. In April of each year, schools will compile a list of anticipated  
20 vacancies for the next school year. The lists will be assembled at  
21 the District and then sent to all schools for posting. This will allow  
22 Continuing Contract (CC) teachers and Professional Service  
23 Contract (PSC) teachers the opportunity to interview for possible  
24 transfer. This process will be repeated in May after all teacher  
25 reappointments have gone to the Board.  
26  
27  
28  
29

## 30 2. Reassignments Within a School

- 31
- 32 a. A teacher shall have the right to request reassignment within the  
33 same school to which he/she is assigned.  
34
- 35 b. Teachers may voluntarily change positions with other teachers  
36 within a school with approval of the principal.  
37

## 38 3. Involuntary Transfer

39

40 In the event a decline in student enrollment necessitates the Board  
41 reducing continuing contract and professional services contract  
42 teachers within a school, the following procedures shall be followed:  
43

- 44 a. The principal shall inform the faculty of the necessity to reduce  
45 continuing contract and professional services contract teachers

1 and provide the faculty with the opportunity to request  
2 transfer to fill a vacancy at another school.

3  
4 b. Prior to the reappointment of any annual contract teachers, all  
5 continuing contract and professional services contract teachers  
6 shall be assigned to a position. Provided that in the event  
7 there is no continuing contract teacher or professional services  
8 contract teacher certified in a field in which there is a vacant  
9 position, an annual contract teacher may be appointed to fill  
10 such position.

11  
12 c. A listing of teacher vacancies shall be posted at each school,  
13 which is reducing continuing contract or professional services  
14 contract teachers.

15  
16 d. If a teacher who volunteers to transfer to a vacancy meets the  
17 certification requirements for such vacancy, such teacher shall  
18 be given the opportunity to interview for the vacant position.  
19 Provided a request for such interview is made to the  
20 appropriate principal within a five (5) workday period  
21 immediately following the faculty notification as provided in  
22 paragraph 1 herein. The teacher must concurrently notify  
23 his/her current principal of such interview requests.

24  
25 e. The teacher shall receive notification of the interviewing  
26 principal's decision regarding such transfer request.

27  
28 f. In the event such transfer request is denied, the teacher shall  
29 have the right to meet with the superintendent and advance  
30 reasons why such voluntary transfer should be granted. A  
31 request for such meeting shall be in writing and shall be filed  
32 no later than five (5) workdays after notification of the denial  
33 of the transfer request is provided to the teacher.

34  
35 g. If the Board effectuates a reduction of continuing contract and  
36 professional services contract teachers by involuntary transfer,  
37 the following procedures shall be followed:

38  
39 1) If within five (5) workdays after faculty notification as  
40 provided in paragraph 1 herein, there remains the  
41 necessity to reduce continuing contract or professional  
42 services contract teachers, the Board shall give written  
43 notification to the selected teacher of the Board's intent to  
44 involuntarily transfer him/her. Within five (5) workdays of  
45 such notification, a teacher so selected shall be granted an

1 interview in the same manner and within the same  
2 guidelines as provided to teachers who have volunteered  
3 for transfer as provided herein.  
4

5 2) A teacher so selected shall have the right to meet with the  
6 superintendent and advance reasons why such involuntary  
7 transfer should not occur. A request for such meeting  
8 shall be filed no later than five (5) workdays after  
9 notification of such involuntary transfer.  
10

11 3) A teacher whose involuntary transfer becomes effective at  
12 the beginning of the next school year shall have the  
13 option to return to the school from which he/she was  
14 involuntarily transferred provided the position from which  
15 he/she was transferred becomes vacant prior to the  
16 beginning of such next school year or the beginning of the  
17 second semester of the next school year. The term  
18 "position" as used herein shall mean the same or  
19 substantially the same teaching assignment from which  
20 the teacher was involuntarily transferred.  
21

22 h. In the event the Board determines to transfer a teacher for  
23 reasons other than declining enrollment, the following  
24 procedures shall apply:

25 1) Upon notification, the teacher will be given the  
26 opportunity to voluntarily transfer fifteen (15) days prior  
27 to the date of the transfer provided the teacher receives a  
28 complete list of available positions at the beginning of the  
29 fifteen (15) day window.

30 2) The teacher who volunteers will be given priority over new  
31 hires in the affected teacher's field of certification in those  
32 schools at which the teacher has sought an interview.  
33

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

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

38 2) The reason(s) for such transfer shall be contained in  
39 such notification.

40 3) The teacher shall be given the opportunity to meet with  
41 the Superintendent for the purpose of advancing his/her  
42 reasons why such transfer should not take place.  
43  
44  
45

1  
2 **Section G - Teacher Evaluations**

- 3 1. A teacher shall be appraised of the Board’s formal evaluation procedures.  
4 Such appraisal shall be scheduled during preplanning provided that a  
5 teacher who is employed after the preplanning period shall be similarly  
6 appraised prior to the implementation of such procedures relative to the  
7 evaluation of such teacher. Appraisal as required in this paragraph shall  
8 include the teacher appraisal system, as well as any checklist type of  
9 form that an individual principal may determine to use in a particular  
10 school.  
11  
12 2. Observations of a teacher’s performance for the purpose of formal  
13 evaluation shall be conducted either singularly or in combination by a  
14 school administrator(s), district level administrator(s), or other qualified  
15 persons, except other bargaining unit personnel, who may be  
16 specifically requested by the Board to assist in such observation(s). If  
17 an evaluator is used who is not regularly assigned to work in the same  
18 school as the teacher being evaluated, such evaluator shall be identified  
19 to the teacher prior to such evaluation.  
20  
21 3. All formal observations shall be conducted with the knowledge of the  
22 teacher.  
23  
24 4. Any observation which is to be utilized as part of a formal evaluation  
25 shall be of no less than twenty (20) consecutive minutes in length and  
26 no longer than the period of time that the particular class or activity is  
27 in session, and shall be reduced to writing. Any other observations of a  
28 teacher’s performance which are to be utilized in the evaluation of such  
29 teacher’s performance shall be in writing.  
30  
31 5. Formal observations shall be discussed with the teacher within ten (10)  
32 workdays following the observations. The purpose for such discussion  
33 shall be for the evaluator and teacher to examine the teacher’s  
34 strengths and weaknesses and possible assistance to be given and  
35 means for improvement of those strengths and weaknesses. Such  
36 evaluation shall not be discussed with nor displayed in front of students  
37 or parents, provided this paragraph shall not be applicable to any Board  
38 meeting.  
39  
40 6. Teachers shall be provided with a copy of all written observation  
41 records and shall be given the opportunity to submit written comments  
42 regarding such records for attachment thereto, provided such  
43 comments are submitted within fifteen (15) workdays of the receipt by  
44 the teacher of the observation record.  
45

- 1 7. No later than April 1 of each contract year, the final recommendation as  
2 to whether a teacher eligible therefore should be advanced to  
3 professional services contract will be furnished to the teacher along with  
4 a copy of the final written evaluation report. In the event a principal  
5 shall not recommend an annual contract teacher for reappointment, the  
6 teacher shall be notified of such recommendation no later than May 1.  
7 Provided, that the May 1 date may be extended upon written notice to  
8 the teacher of such extension with reasons provided therein. All  
9 teachers shall be furnished with a copy of their annual written  
10 evaluation by April 25. At the time of the conference for the formal  
11 evaluation, teachers shall receive a copy of the written evaluation. The  
12 evaluator and teacher shall initial every page of the evaluation. The  
13 District procedures for reappointment of annual contract teachers  
14 including anticipated timetables and notification processes shall be  
15 provided in writing to all non-renewed annual contract teachers prior to  
16 the deadline for reappointment of such teachers.  
17
- 18 8. A planned practice of using the intercommunications system in a school  
19 for the purpose of gathering information to be used in the evaluation of  
20 that teacher shall not be allowed.  
21
- 22 9. For the purposes of this section, "formal observation" and "formal  
23 evaluation" shall mean, respectively, the observations and procedures  
24 conducted for the primary purpose of judging teacher performance.  
25
- 26 10. In the event a teacher receives an overall rating of "Unsatisfactory" on  
27 his/her annual formal evaluation, he/she will have been observed for no  
28 less than two (2) twenty (20) minute periods as provided herein. The  
29 term "overall rating of unsatisfactory" as used herein shall mean as  
30 described in the adopted District Performance Appraisal Plan. Copies of  
31 the district-wide Intervention Program, which has been mutually  
32 developed by the Board and Union, shall be available to each teacher  
33 and administrator.  
34
- 35 11. In the event the Board shall desire to alter the contents of the teacher  
36 evaluation instrument in use as of the effective date of this agreement,  
37 prior to such alteration the Union shall be provided written notification  
38 of the Board's intent to effect such alteration. The Union, upon receipt  
39 of such notification shall be allowed seven (7) calendar days within  
40 which to respond regarding such changes.  
41
- 42 12. Whenever the principal schedules a conference with a teacher for the  
43 purpose of discussing his/her formal evaluation, such teacher shall be  
44 given prior notice of the purpose of such conference.  
45

1 13. Parent and/or student complaint(s) shall be reported to the teacher  
2 prior to the inclusion of such complaints in the formal evaluation of the  
3 teacher. The teacher shall have the opportunity within fifteen (15)  
4 workdays to resolve and/or respond to the complaint(s). The failure of a  
5 teacher to respond as provided herein shall not prohibit the inclusion of  
6 such material in the teacher's formal evaluation.  
7

8 14. The quantity of discipline referrals and number of student failures shall  
9 not be considered in isolation, but should be considered in conjunction  
10 with other factors such as severity of discipline referral offenses, level of  
11 classes, number of preparations, and grouping patterns.  
12

### 13 **Section H - Personnel Files**

14 1. No complaints or evaluative material shall be placed in the files of a  
15 teacher unless the teacher has had an opportunity to read the material.  
16 The teacher shall acknowledge that he/she has read such material by  
17 affixing his /her signature and date on the actual copy to be filed, with  
18 the understanding that such signature merely signifies that he/she has  
19 read the material to be filed and does not necessarily indicate  
20 agreement with the content. Upon request, and at his/her expense, the  
21 teacher shall receive a copy of said material at the time he/she affixes  
22 his/her signature to the material.  
23

24 2. The teacher shall have the right to submit written response to such  
25 complaint or evaluative materials and such response shall be placed in  
26 the personnel file of the teacher, provided such response shall be within  
27 fifteen (15) workdays of the date on which the complaint or evaluative  
28 material was made known to the teacher. Such response shall be  
29 attached to all file copies of the complaint or evaluative material.  
30

31 3. A teacher may place in his/her personnel file a reference to, or a  
32 summary of, honors, awards, and official commendations, which relate  
33 directly to the teacher's duties.  
34

35 4. Anonymous information shall not be placed in a teacher's personnel file.  
36

37 5. A teacher shall have the right to review his/her personnel file during  
38 normal business hours and when the teacher is not otherwise assigned,  
39 provided such review shall be conducted in the presence of the  
40 administrator or designee in charge of such file. The teacher may be  
41 accompanied by a representative for such review. A teacher shall not  
42 permanently remove any item from his/her file. A teacher shall have  
43 the right to reproduce any material in his/her personnel file.  
44

- 1           6. Except as provided by law, a teacher's personnel file shall be open to  
2 inspection only by the School Board, the superintendent, the principal,  
3 the individual teacher to whom the file applies and a representative who  
4 may accompany the teacher during such inspection.  
5
- 6           7. This section shall not be applicable to recommendations or appraisals  
7 from other employers, universities or colleges or other references.  
8
- 9           8. In the event the Board is required by law to develop changes in the  
10 Board's procedures regarding teacher personnel files, the Board agrees  
11 to notify the Union of such changes as may be necessitated by such  
12 law.  
13

### 14 **Section I - Faculty Meetings**

- 15           1. Except as circumstances otherwise clearly require, faculty meetings at  
16 each school shall be held during the regular teacher workweek.  
17
- 18           2. Except in an emergency, notification of each faculty meeting shall be  
19 given at least two (2) calendar days prior to the meeting.  
20
- 21           3. In the event a scheduled faculty meeting date is changed, notification  
22 of such change shall be provided as promptly as the need for such  
23 change is determined by the principal.  
24

### 25 **Section J - Class Interruptions**

26 Announcements over intercommunication systems shall be made only if  
27 necessary. Regularly scheduled announcements should be adhered to during the  
28 time built into the daily schedule. The parties agree that it is the intent that any  
29 use of the intercommunication system shall result in a minimum of disruption to  
30 the educational process.  
31

### 32 **Section K - Parent Conferences**

33 The parties agree that periodic individual parent conferences are desirable and  
34 can be beneficial to the student, the teacher, and/or the parent(s). If the  
35 principal shall schedule such a conference, he/she shall discuss an appropriate  
36 time for such conference with the teacher(s) involved. When the principal  
37 determines a date, time and place for the conference, the teacher shall be so  
38 notified. Prior to such conference the teacher(s) shall be informed of the  
39 purpose(s) for the conference to the extent that it is known by the principal.  
40

### 41 **Section L - Teacher Facilities**

- 42           1. During the normal workweek, a teacher shall be provided free of charge  
43 with an off-street area for parking at the school to which he/she is  
44 regularly assigned. This shall not be construed as requiring the  
45 expenditure of any additional funds by the Board.

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2. Teachers at each school site shall have access to a lounge area provided as a place for teachers to plan, work, and eat when not otherwise assigned.
3. A telephone at each school shall be made available for teacher use for local or collect calls. For all schools under construction, and schools in the planning stages, teachers shall be included in the planning, including but not limited to providing phones in private locations for conferring with parents.
4. The Board shall make restroom facilities available at each school for exclusive use by non-students.
5. The Board shall make available a room or portion of a room for exclusive use by teachers and non-students during the lunch period.
6. The Board shall make available in each school typing, duplicating equipment, and copy machines for use by a teacher who is regularly assigned to that school. Such use shall be for the purpose of assisting the teacher in preparation of instructional materials to be used in that particular school or in any other school in which that teacher has instructional duties.
7. The Board shall make available at each school a private area for parent-teacher conferences.
8. Classrooms
  - a. The Board agrees to make available to all teachers appropriate physical facilities where applicable, such as a desk, a chalkboard, and storage space, consistent with the other needs and financial resources of the district.
  - b. The Acceptable Use Agreement for the use of the School Board of Brevard County's electronic mail system shall be effective for the 2007-2008 school year:

The Brevard Federation of Teachers, hereinafter referred to as "BFT," may have the use of the School Board of Brevard County, hereinafter referred to as "SBBC," electronic mail system for the purpose of informing members of the bargaining unit of scheduled meetings and implementing the collective bargaining agreement. Should any employee, whether a member or a non-member, request the BFT cease sending them electronic mail communications, BFT shall immediately remove that employee's

1 name from the distribution list and shall not send the employee any  
2 further electronic communications. BFT shall comply with all  
3 applicable federal, state and local laws and SBBC policies regarding  
4 the use of such systems. All communications shall be during non-  
5 instructional time.

6  
7 The electronic mail system shall not be used for the distribution of  
8 information which is political, slanderous, defamatory, libelous, or  
9 in any way critical of SBBC, the Superintendent or any  
10 administrator or other employee of the School Board. It shall not  
11 be used for solicitation of non-members or for materials related to  
12 internal election of BFT officers. Should BFT or its representative,  
13 acting on behalf of BFT, violate the terms of the agreement, the  
14 Superintendent shall have authority to suspend the right to use the  
15 electronic system.

16  
17 c. No persons other than school administrative/supervisory personnel  
18 shall be authorized to enter a classroom for the purpose of  
19 evaluating and/or observing a teacher without the consent of the  
20 principal and prior notification has been given to the teacher.

21  
22 d. Each teacher may, at his/her option, submit to the principal his/her  
23 recommended guidelines for persons other than school district  
24 employees to visit his/her classroom. If approved by the principal,  
25 the teacher's plan shall be implemented.

26  
27 1) The teacher shall have a 48-hour notice prior to the scheduled  
28 visit.

29  
30 2) The teacher shall have the option of waiving the 48-hour  
31 notice.

32  
33 9. Teachers shall not be required to provide textbooks, audiovisual  
34 equipment or similar facilities.

35  
36 10. When school is not in session, teachers may be given access to the  
37 building by arranging such access with the principal.

38  
39 11. In the principal's determination, as provided by law, as to which area(s)  
40 at the worksite shall be designated as nonsmoking and smoking, he/she  
41 shall seek the opinion of the employees at the affected schools  
42 regarding such designation. The principal shall make known to his/her  
43 faculty reasons regarding his/her decision.  
44

- 1 12. When a teacher is assigned to teach at more than one school or in two  
2 (2) or more classrooms, such teacher shall have available to him/her a  
3 place to store his/her working materials. Such storage area shall be  
4 secure from access from unauthorized persons, and shall include a desk  
5 and locking storage. The teacher and administrator shall be responsible  
6 for following reasonable and prudent measures to assist in such  
7 security. A means for moving materials will be made available to  
8 teachers assigned to teach in two (2) or more classrooms. The Board  
9 shall make every reasonable effort to ensure that such teacher is able  
10 to teach in the same room each day.  
11
- 12 13. Except as the needs of the students clearly require, no teacher shall be  
13 required to rove more than two (2) consecutive years in any four (4)  
14 year period. The principal shall seek and utilize volunteers prior to  
15 designating a teacher to rove. The term "rove" shall be construed to  
16 mean an assignment when a teacher is scheduled to teach in more than  
17 two (2) locations within the school.  
18
- 19 14. When the principal becomes aware of the necessity to vacate a  
20 classroom for renovation or maintenance, the principal shall notify the  
21 affected teacher as soon as such situation becomes known to the  
22 principal.  
23

### 24 **Section M - Miscellaneous**

- 25 1. No teacher shall be required to transport students.  
26
- 27 2. Any medical examination (other than an examination required  
28 concurrent with initial employment) required by the Board shall be  
29 performed by a licensed physician of the Board's choice. All costs  
30 thereof shall be borne by the Board.  
31
- 32 3. A teacher plus one (1) additional person who may accompany the  
33 teacher shall be permitted to attend school activities without charge  
34 subject to the following conditions. Each teacher shall be provided  
35 proper identification by his/her principal, which shall be in such form as  
36 to be reasonably convenient for carrying and presentation as required,  
37 i.e. card size identification.  
38
  - 39 a. The teacher presents proper identification for admittance.
  - 40
  - 41 b. The school to which the teacher is regularly assigned is a  
42 participant in the activity. When the activity does not involve the  
43 teacher's regularly assigned school, or a school within the assigned  
44 feeder chain, the teacher only shall be admitted without charge.  
45

1 c. Activities, which are not controlled by the district, such as athletic  
2 playoff games and the like, are not applicable to this section.

3 4. The Board shall make every reasonable effort to employ substitute  
4 teachers whenever a teacher is to be charged with paid or unpaid leave.  
5

6 5. The classes of an absent teacher shall not be divided up and placed into  
7 other teachers' regular classes except in an emergency. This paragraph  
8 shall not apply to students assigned to independent study. The term  
9 "teachers" as used in this paragraph shall mean only those teachers  
10 who are normally assigned class groups. Teachers who meet with  
11 students on a resource-type basis, e.g. media specialists, counselors,  
12 Title I, PREP, and the like are excluded from the term "teachers" for the  
13 purposes of this paragraph.  
14

15 6. If it is not reasonably possible to obtain a substitute teacher, and some  
16 other voluntary solution cannot be found, the responsibility for  
17 supervising the students assigned to the absent teacher shall be rotated  
18 as equitably as possible among the remaining teachers.  
19

20 7. No vacancy shall be filled by a person or persons for more than thirty  
21 (30) teacher employment days except in an emergency situation unless  
22 they hold a valid Florida teaching certificate.  
23

24 8. In the scheduling of inservice for exceptional education teachers, the  
25 Board agrees to make every reasonable effort to provide such inservice  
26 at a time when all appropriate exceptional education teachers can be  
27 made available for such inservice.  
28

### 29 **Section N - Year-Round Schools (Modified Calendar)**

30 The parties agree that in the event it becomes necessary to substantially alter  
31 the employment conditions of teachers in the district's Modified School Calendar  
32 schools and/or to increase the number of Modified School Calendar Schools, the  
33 impact of such alteration and/or increase will be subject to negotiations between  
34 the parties.  
35

## 36 **ARTICLE VII** 37 **TEACHER PROTECTION** 38

39 A. The Board acknowledges the desirability of giving reasonable support and  
40 assistance to teachers with respect to proper maintenance of control and  
41 discipline in the classroom. Individual school procedures and policies for  
42 handling student discipline shall be reviewed by each school's School  
43 Advisory Council and revised or developed as needed so as to ensure that  
44 the referring teacher has the opportunity to input his/her feelings regarding  
45 the disposition of the referral. Discipline procedures shall stress the

1 importance of uniform application. When the offense is serious enough to  
2 warrant suspension of the student in accordance with the School Board  
3 policy and/or the School Discipline Plan, such referred student will not be  
4 returned to the teacher's class the same period (or 30 minutes in elementary  
5 school) from which the student was referred unless he/she is escorted by an  
6 administrator or a written explanation from same stating his/her reasons for  
7 the student's return accompanies the student.

8  
9 Except as otherwise provided herein, when a student(s) is referred to the  
10 administrator for disciplinary reasons, the teacher shall be informed of the  
11 conditions, if any, which have been imposed on the student before he/she  
12 reenters the class. Whenever the circumstances do not permit the  
13 administrator to address a particular student referral, the administrator may  
14 return the student to the referring teacher's class and recall the student at a  
15 later time. The referring teacher shall be notified of the necessity of such  
16 return and recall. If a serious situation exists, the teacher may return the  
17 student to the principal.

18  
19 Before the student is returned to class, serious consideration should be  
20 given to the effect such return would have on the learning environment for  
21 the other students in the class.

- 22
- 23 B. The teacher shall have the right and responsibility to impose classroom  
24 discipline where necessary and may use reasonable force to protect  
25 himself/herself from attack, or to prevent injury to a student where  
26 intervention is a prudent course of action.
  - 27
  - 28 C. A teacher shall have the right to temporarily exclude a student from class  
29 when the misbehavior or disruptive effect of the behavior makes the  
30 continued presence of the student in the classroom intolerable. In such  
31 cases, the teacher shall furnish the principal or designated representative as  
32 promptly as teacher obligations will allow, with full particulars on the  
33 problem or incident in writing. The Board shall be responsible for notifying  
34 the teacher of the disposition of the case as promptly as administrative  
35 obligations will allow.
  - 36
  - 37 D. School authorities will endeavor to achieve correction of student misbehavior  
38 through counseling, interviews, and conferences.
  - 39
  - 40 E. Any case of assault upon a teacher while in the performance of his/her  
41 assigned duties shall be promptly reported to the appropriate representative  
42 of the Board. The Board shall render reasonable assistance to the teacher in  
43 connection with handling of the incident by law enforcement authorities.
  - 44

- 1 F. Time lost by a teacher in connection with any assault on a teacher or as a  
2 consequence of the negligence of the Board shall be handled as follows,  
3 provided the teacher was at all times acting within the scope of his/her  
4 employment and pursuant to Board policy and applicable law:  
5
- 6 1. Time for required appearances before a judicial body or legal authority  
7 shall result in no loss of salary or reduction in accumulated leave.  
8
  - 9 2. In case of disability the teacher's wages shall continue in full without  
10 reduction in accumulated leave until Worker's Compensation payments  
11 begin. Thereafter the Board shall pay to the teacher the difference  
12 between the compensation payment and the contractual salary of the  
13 employee without reduction of accumulated leave until the teacher is  
14 able to return to employment or is eligible for retirement, but in no  
15 event more than one hundred ninety-six (196) teacher employment  
16 days after the occurrence of the event giving rise to the application of  
17 this section.  
18
  - 19 3. Where a teacher is finally adjudged guilty of a criminal charge or has  
20 judgment entered against him/her in a civil case as related to the  
21 incident, the Board has no further responsibility for pay or loss of  
22 accumulated leave.  
23
- 24 G. Any disciplinary action taken against a teacher based on a complaint by a  
25 parent or student shall be limited to informal action unless the matter is first  
26 reported to the teacher in writing. Formal disciplinary action resulting from  
27 such complaint shall be limited to those matters which have been reported  
28 to the teacher in writing.  
29
- 30 H. If any teacher is sued in a civil action as a result of any action taken by the  
31 teacher in the proper exercise of his/her responsibilities, the Board will  
32 provide for the defense thereof.  
33
- 34 I. No reprimand or discipline shall be discussed by the administrator(s) or the  
35 teacher or representative involved in the presence of students, parents, or  
36 employees not involved in the events giving rise to such reprimand or  
37 discipline, provided this shall not preclude such discussion as is necessary to  
38 establish the facts or to process such reprimand or discipline to the School  
39 Board, and provided such shall not preclude the teacher and/or  
40 representative discussing the same with appropriate Union officials.  
41
- 42 J. A teacher shall be entitled to have present a representative when being  
43 reprimanded or disciplined. Reassignments out of the teacher's classroom  
44 following an alleged incident upon investigation shall be grounds for the  
45 presence of a representative of the teacher's choice. In an emergency, such

1 meeting shall be held within one work week of the reassignment. When a  
2 request for such representation has been made, no action shall be taken  
3 with respect to the teacher until such representative shall have a reasonable  
4 opportunity to be present.  
5

6 K. Teacher's desks and lockers shall not be entered or searched except in an  
7 emergency or when it shall be necessary to locate a teacher's plan book or  
8 other materials to assist the instructional process. If such entrance or  
9 search shall occur, the teacher shall be made aware of such action and the  
10 reason therefor upon his/her return to work.  
11

12 L. The Board shall continue to provide liability insurance coverage for all  
13 teachers no less comprehensive than that in effect on the effective date of  
14 this Agreement.  
15

16 M. A written statement by the Board governing use of corporal punishment of  
17 students shall be made available to teachers. The Board agrees to indemnify  
18 teachers against any civil damages and provide for the defense of any act  
19 authorized by such written statement of the Board.  
20

21 N. No teacher shall be disciplined for refusing to check for head lice and/or  
22 perform non-emergency medical procedures on students. It is not the intent  
23 of the Board that scheduled routine medical procedures be construed as  
24 emergencies.  
25

26 O. School Volunteers

27 1. The Board agrees to include on the application for volunteers a question  
28 as to any felony convictions and/or child abuse convictions.  
29

30 2. Prior to the principal assigning a volunteer to work with a classroom  
31 teacher, the teacher shall be given a reasonable amount of time during  
32 which he/she may interview the volunteer and/or let his/her views be  
33 known regarding the volunteer's assignment to the classroom. The  
34 parties agree that the best interests of all parties are served when  
35 volunteer assignments are made in an atmosphere of mutual  
36 consideration.  
37

38 3. If a conflict arises after placement of a volunteer in a teacher's  
39 classroom, the teacher shall request, in writing, a change of volunteers.  
40 If such request is denied, the principal's reasons for such a refusal shall  
41 be stated in writing by the principal with copies to the teacher, the  
42 volunteer, the Union president, and the area superintendent.  
43

44 P. When the principal determines to change a student's placement, the  
45 affected teacher(s) shall have been given notice of the change.

1  
2  
3 **ARTICLE VIII**  
4 **JROTC (Type "G" Employees)**

- 5 A. Salary - The Board shall pay Type "G" employees the difference between  
6 their active duty pay (including allowances which are an appropriate part  
7 thereof as designated by the branch of the employee's military service) and  
8 their retirement pay from the military, provided the Board is reimbursed  
9 one-half (1/2) the cost of the same from the military. Type "G" employees  
10 shall receive rank differentials as provided in Article XVII, effective 1986-87  
11 school year. In the event a JROTC teacher's active duty pay would be less  
12 than the amount he/she would receive as a Type E employee, the JROTC  
13 teacher shall receive the higher amount.  
14
- 15 1. In the event a Type G employee is paid from the teacher salary  
16 schedule, his/her workweek shall increase from thirty-seven and one-  
17 half (37-1/2) to forty (40) hours.  
18
- 19 B. The contract year for Type "G" employees shall be July 1 through June 30.  
20
- 21 C. The normal work year for Type "G" employees shall be the same as the  
22 school year prescribed for Type "E" employees as reflected in the school  
23 calendar as adopted by the Board with the following exceptions:  
24
- 25 1. Type "G" employees shall begin their work year ten (10) workdays prior  
26 to the beginning of preplanning and end their work year ten (10)  
27 workdays after the last day of post planning. Anything in this  
28 Agreement to the contrary notwithstanding, such ten (10) workdays  
29 after post-planning shall be normal workdays and subject to Article VI,  
30 Section C. paragraph 9. The total workdays for Type "G" employees  
31 shall be two hundred sixteen (216), exclusive of paid vacation.  
32
- 33 2. Type "G" employees shall earn no administrative leave.  
34
- 35 3. Effective July 1 of each year, Type "G" employees shall be credited with  
36 paid vacation leave at an accrual rate of two and one-half (2-1/2) days  
37 for each full calendar month the teacher is regularly employed.  
38
- 39 4. Type "G" employees shall receive no reimbursement for such loss of  
40 accrued vacation leave.  
41
- 42 5. Type "G" employees shall not use vacation on those days designated as  
43 workdays as provided herein.  
44



1 Board except as it impacts upon the teacher's employment or as otherwise  
2 provided by law.

3  
4  
5 **ARTICLE XII**  
6 **EMERGENCY SCHOOL CLOSING**

7  
8 A. All of the schools in the school system will be open on all regularly  
9 scheduled days unless closed by the Superintendent because of an  
10 emergency.

11  
12 1. When an emergency confronts the schools, notification of the closing of  
13 schools will be released for broadcast over local radio and television  
14 stations as soon as possible.

15  
16 2. When the schools are officially closed by the superintendent, the  
17 workday may be rescheduled and, if so, leave days previously arranged  
18 by a teacher will not be deducted for such day.

19  
20 3. When schools are officially closed by the superintendent as a result of  
21 an emergency, teachers shall not be required to make up day(s) which  
22 are not scheduled for make up by students to the extent allowable by  
23 law, regulation, or regulatory agency.

24  
25 4. The Union shall be notified by the superintendent when an emergency  
26 exists which may necessitate the closing of a school(s).

27  
28 B. If reporting to work would present an immediate safety hazard to a teacher,  
29 he/she shall be entitled to utilize appropriate accumulated leave.

30  
31 **ARTICLE XIII**  
32 **PERSONAL/ACADEMIC FREEDOM**

33  
34 **Section A - Personal**

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

37 **Section B - Academic**

38 It is the intent of the parties that teachers shall enjoy academic freedom in the  
39 district. Academic freedom shall mean that teachers are free to present  
40 instructional materials which are pertinent to the subject and level taught, within  
41 the outlines of appropriate course content and within the planned instructional  
42 program as determined by normal instructional and/or administrative procedures  
43 and as previously approved by the Board. Academic freedom shall also mean  
44 that teachers shall be entitled to freedom of discussion in the classroom on  
45 matters which are relevant to the subject matter under study and within their

1 area of professional competence, assuming that all facts concerning controversial  
2 issues shall be presented in a scholarly and objective manner and assuming that  
3 all discussion shall be maintained within the outlines of appropriate course  
4 content, be educationally justifiable, and be subject to standards of good taste.  
5  
6

7 **ARTICLE XIV**  
8 **LEAVES OF ABSENCE**  
9

10 **Section A - Rules Governing**

- 11 1. While on approved paid leave of absence, a teacher shall continue to  
12 receive the benefits of group fringe benefit plans, which are provided by  
13 the Board for teachers who are not on leave of absence. A teacher on  
14 unpaid leave of absence may, with the consent of the insurance carrier,  
15 continue benefits under an insurance policy by paying all of the required  
16 premiums on a timely basis as prescribed by the Board provided all the  
17 conditions of such leave are met by the teacher.  
18
- 19 2. Upon the expiration of any approved leave of absence, and if all the  
20 conditions of such leave have been met by the teacher, the Board shall  
21 continue to employ such teacher under the same circumstances and  
22 subject to such conditions as though such teacher had not been on  
23 leave. Except as otherwise provided herein, all unpaid leaves of  
24 absence shall not be counted as experience, which warrants any  
25 advancement on the salary schedule.  
26
- 27 3. Except as otherwise provided herein, all leave applications other than in  
28 emergency situations, shall be submitted at least ten (10) workdays in  
29 advance of the date the leave, if approved, would begin. Such ten (10)  
30 days advance submission requirement shall be waived in instances of  
31 sick leave, which preclude such notice.  
32

33 **Section B - Paid Leaves**

- 34 1. Sick Leave
  - 35 a. Accrual
    - 36 1) Each full-time teacher shall be credited with four (4) days of  
37 sick leave as of the first day of employment of each contract  
38 year. Thereafter, each full-time teacher shall be credited with  
39 one (1) day of sick leave for each month of employment to be  
40 credited by the end of each month, provided that such leave  
41 shall not be used prior to the time it is earned and credited.  
42 Full-time teachers shall be entitled to earn no more than one  
43 (1) day of sick leave times the number of months of  
44 employment during the year of employment.  
45

- 1 2) Unused sick leave shall accumulate from year to year without  
2 limit.
- 3
- 4 3) Sick leave may be transferred into the school district from  
5 other public school systems in Florida without limit as to the  
6 number of days of sick leave accrued except that at least one-  
7 half (1/2) of this accumulated leave must be earned within this  
8 school district at any given time.
- 9
- 10 4) For purposes of this section only, "full-time teacher" shall apply  
11 to any teacher who is regularly employed more than one-half  
12 (1/2) time.
- 13

14 b. Usage

- 15 1) Sick leave shall be used only for personal illness (including the  
16 illness or disablement related to or disablement due to  
17 pregnancy or the birth of a child, provided the matters  
18 described within these parentheses shall not be applicable to  
19 any teacher on maternity leave) of the teacher or for the  
20 illness or death of a spouse, son, daughter, mother, father,  
21 brother, sister, grandparent, father-in-law, mother-in-law,  
22 brother-in-law, sister-in-law, aunt, uncle, niece, nephew,  
23 grandchild, son-in-law, daughter-in-law, step-parents, step-  
24 children, or a person residing in the same household as the  
25 teacher.
- 26
- 27 2) Sick leave days shall be granted for absences during the  
28 regularly scheduled workday to the extent of the total number  
29 of sick days the teacher has accumulated.
- 30

31 c. Sick Leave Bank

32 The Board agrees to establish a Sick Leave Bank for employees. A  
33 committee of six (6) employees shall be appointed by the  
34 superintendent for the purpose of developing recommendations to  
35 the superintendent regarding guidelines, procedures, and rules for  
36 such bank. The Union president shall be invited to submit the  
37 names of two (2) employees who shall be appointed to the  
38 committee.

40 2. Personal Leave

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

- 43 a. Written application for such leave shall be submitted to the school  
44 principal no less than two (2) workdays prior to the beginning of  
45 the leave except in cases of emergency.

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- b. Each application for such leave shall reflect as the reason for the leave request the following disclaimer: **The purpose for which this leave is taken is not a violation of the provisions of the Collective Bargaining Agreement.**
  
- c. Personal leave shall not accumulate from school year to school year.
  
- d. Personal leave shall be granted subject to the following conditions:
  - 1) The length of such leave shall be no less than one-half (1/2) of the teacher assigned workday unless otherwise allowed by the principal.
  
  - 2) No more than eight percent (8%) of the teachers in any given school or one (1) teacher, whichever is greater shall be absent on such leave from any given school at any time, provided such limitation of eight percent (8%) may be waived by the Board in its discretion and without precedent.
  
  - 3) Such leave shall not be granted under any of the following conditions:
    - a) Activities which could result in taxable income to the employee.
    - b) To attend Union (including any other employee organization which has represented or sought to represent public employees in collective bargaining) associated business.
    - c) Any form of work stoppage.
  
  - 4) In the event of emergency, the nature of which is so serious as to necessitate the presence of as many employees as possible, all requests for personal leave may be denied for the duration of the emergency.
  
  - 5) Such leave shall not be granted for purposes for which any other type of paid leave is available.
  
- 3. Illness/Injury-in-the-line-of-duty Leave.
  - a. A teacher shall be entitled to illness-in-the-line-of-duty leave up to ten (10) workdays per school year when he/she has to be absent from duty because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease or school building environmentally induced sickness contracted in school work.

- b. Such leave or the balance thereof may accumulate from a school year to the next school year in the event of a continuation or recurrence of a specific injury sustained during the previous school year only.
- c. The term "injury" as used in Article XIV, Section B, paragraph 3, is defined as the result of an event which causes the teacher to suffer an initial injury or a re-injury or re-aggravation of an injury for which the teacher had previously been granted injury-in-the-line-of-duty leave. The term "event" as used herein shall mean an unforeseen, unexpected, or sudden happening, the nature of which is such that the injury sustained can logically be expected to result.

4. Professional Leave

Professional leave not to exceed thirty (30) calendar days may be granted to teachers when the experience shall be deemed to be of substantial benefit to the school district and shall have an immediate application to the current role of the teacher.

- a. Professional leave with pay may be granted for a teacher to attend curriculum meetings or to observe instructional techniques.
- 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

1 who have sought recognition to represent employees in  
2 negotiations, or groups affiliated with organizations who have  
3 sought such recognition.)  
4

5 d. Teachers participating in certification through National Board for  
6 Professional Teaching Standards (NBPTS) shall have two (2) leave  
7 days for the purpose of portfolio completion. One (1) day shall be  
8 the teacher's personal leave day, matched by one (1) professional  
9 leave day granted by the district. The scheduling of the  
10 professional day only shall be mutually agreed to by the principal  
11 and teacher.  
12

13 5. Jury Duty or Duty as the Result of a Subpoena

14 a. A teacher absent from duty because he/she has been required by  
15 summons or subpoena to appear before a court or regulatory  
16 agency shall submit leave application for such absence.  
17

18 b. Such time away from duty shall not be charged against any  
19 accumulated earned leave.  
20

21 c. This language shall apply to summons, subpoena, or subpoenas  
22 received by a teacher's dependent minor when the circumstances  
23 make it necessary for the teacher to accompany his/her minor  
24 dependent to the court proceedings.  
25

26 **Section C - Military Leave**

27 1. Military leave shall be granted without pay to teachers on  
28 continuing contract or professional services contract who volunteer to  
29 serve in the armed forces of the United States or this state in fulfillment  
30 of obligations incurred under selective service laws or because of  
31 membership in reserves of the armed forces or National Guard.  
32 Teachers granted such leave for military service shall, upon completion  
33 of the tour of duty, be returned to employment without prejudice,  
34 provided application for reemployment is filed within six (6) months  
35 following the date of discharge or release from active duty; and  
36 provided further that the Board shall have a reasonable time, not to  
37 exceed six (6) months, to reassign the employee to duty in the school  
38 system. Military leave shall not be counted as years of service toward  
39 the continuing contract or professional services contract.  
40

41 2. Military leave for voluntary reserve and National Guard duty shall not be  
42 granted except under the following conditions:  
43

44 a. If the teacher must attend summer school to correct  
45 certification deficiencies;

- b. If the military certifies that special training is needed to maintain status and is not available during summer vacations.
3. Military leave with pay will be granted in accordance with applicable state and federal laws without loss of time, pay or efficiency rating.
4. Leave request and copy of the military orders shall be received by the Board sixty (60) days in advance of the beginning date of the leave, whenever possible. In cases of emergency deployment the sixty (60) day advance notice will be waived.

## **Section D - Unpaid Leaves**

### **1. Maternity Leave**

- a. Any teacher shall be granted maternity leave without pay as provided below.
- b. An application for leave accompanied by a written statement from a licensed medical physician verifying the pregnancy and setting forth the estimated date of confinement shall be submitted to the principal no later than five (5) calendar weeks prior to estimated date of confinement if the teacher plans to take maternity leave.
- c. Such leave, if taken, shall commence on a date prior to the final estimated date of delivery of the child, such to be determined by the teacher.
- d. The length of such leave shall be no longer than the balance of the school year in which the leave began.
- e. Upon return from maternity leave the teacher shall furnish a certification by her doctor that she is medically able to perform her duties. This statement and all others to be furnished by the teacher's doctor shall be provided at the sole expense of the teacher.
- f. A teacher who has been granted maternity leave may apply for an extension of such leave for child rearing. Upon approval such extension shall begin immediately following the expiration of maternity leave and be for a period of time not to exceed one (1) school year.

1 2. Extended Personal Leave

- 2 a. A teacher who has fathered a child may apply for a child rearing  
3 leave for a period not to exceed the balance of the school year in  
4 which the child is born, and upon proper reapplication, one (1)  
5 succeeding school year. Such leave shall be considered as personal  
6 leave without pay.  
7
- 8 b. A teacher who has adopted a child may apply for adoption leave for  
9 a period not to exceed the balance of the school year in which such  
10 adoption shall occur, and upon proper reapplication, the next  
11 succeeding year. Written application for such leave shall be  
12 submitted to the principal within two (2) calendar weeks after  
13 approval for adoption by the recognized agency or source.  
14
- 15 c. A teacher who has given birth to a child who was not on maternity  
16 leave for such birth may apply for a child rearing leave for a period  
17 not to exceed the balance of the school year in which the child is  
18 born and, upon proper reapplication, one (1) succeeding school  
19 year. Such leave shall be considered personal leave without pay.  
20

21 3. Advanced Study or Education Service Leave

- 22 a. A leave of absence without pay not to exceed one (1) year may be  
23 granted at the discretion of the Board to a continuing contract or  
24 professional services contract teacher upon proper written  
25 application for the purpose of participating in the following:  
26
- 27 1) Exchange teaching program.
  - 28 2) Military teaching program.
  - 29 3) Full-time participation in the Peace Corps, Teacher Corps, or  
30 Job Corps.

31  
32 As a condition of such leave, the teacher shall include in the written  
33 application an intention to return to the district for a minimum of  
34 two (2) years. Upon return from such leave, the teacher shall be  
35 credited with the equivalent teaching experience outside the  
36 district.  
37

- 38 b. Leave without pay may be granted at the discretion of the Board to  
39 teachers on continuing contract or professional services contact for  
40 a maximum of one (1) year for the purpose of engaging in study  
41 related to the teachers' professional responsibility at an accredited  
42 institution of higher learning. Such leave shall commence only at  
43 the start of the school year.  
44

1 c. Such leave may be renewed for no less than one (1) school year  
2 per renewal and shall not be so renewed more than twice. Such  
3 renewal shall be limited to the year(s) immediately following the  
4 first year in which such leave originally began.  
5

6 Authorized leave shall not be considered a break in continuity for  
7 continuous service increments for continuing contract or  
8 professional services contract teachers. All leave granted by the  
9 Board shall expire on June 30 of each contract year unless  
10 otherwise specified.  
11

12 4. Public Service

13 A leave of absence without pay not to exceed one (1) year shall be  
14 granted to any teacher for the purpose of serving any city, county,  
15 state, or national elected public office provided such leave shall be in  
16 units of not less than one (1) year. Upon proper reapplication, such  
17 leave shall be renewed each year for the number of renewals necessary  
18 to allow the teacher to be granted such leave for the duration of the  
19 term of the public office as described herein.  
20

21 5. Personal or Exhausted Sick Leave

22 a. Personal leave without pay may be granted to teachers up to one  
23 (1) school year at the Board's discretion.  
24

25 b. Should a teacher exhaust all of his/her accumulated sick leave and  
26 he/she continues to be sick or disabled, the teacher may apply for  
27 exhausted sick leave provided such application is received by the  
28 principal no less than ten (10) calendar days subsequent to the  
29 date on which the affected teacher's accrued sick leave shall be  
30 exhausted. Provided that the Board may waive the ten (10) day  
31 requirement when conditions surrounding the illness do not permit  
32 the application for said leave. Such leave shall be for no longer  
33 than the balance of the School year in which the teacher's  
34 accumulated sick leave was exhausted.  
35

36 **ARTICLE XV**  
37 **REDUCTION IN FORCE**  
38

39 A. If, in the exclusive judgment of the Board, it is determined to reduce the  
40 number of teachers on continuing contract or professional services contract,  
41 the Board shall attempt to accomplish such reduction by attrition. Prior to  
42 reducing the number of continuing contract/professional services contract  
43 teachers as provided herein, the Union shall be given the opportunity to  
44 express its views regarding such reduction. If such reduction of teachers on

1 continuing contract cannot be accomplished by attrition, the following  
2 procedures shall be utilized in the following order:  
3

- 4 1. The Board shall identify the instructional assignment(s)  
5 [grade(s)/subject(s)/special area(s)], to be reduced. All annual contract  
6 teachers in such assignments shall be non-renewed prior to any  
7 reduction of continuing contract or professional services contract  
8 teachers.  
9

10 No continuing contract or professional services contract teacher who is  
11 subject to reduction pursuant to this Article shall be reduced while an  
12 annual contract teacher is employed in a position for which the  
13 continuing contract or professional services contract teacher is certified,  
14 as provided by law.  
15

- 16 2. Any additional reduction shall be in order of the least consecutive years  
17 of creditable experience in the district of all teachers in such  
18 instructional assignment. As used herein, "creditable teaching  
19 experience" shall mean service rendered while under contract with the  
20 Board, provided such service qualifies for years of experience for salary  
21 purposes, and provided such service has been continuous.  
22 "Continuous" service shall not be affected by any authorized leave of  
23 absence, but service shall not be deemed continuous if the teacher has  
24 previously resigned or been terminated for any reason except reduction  
25 in force.  
26

- 27 3. The preceding section shall not be applicable to any continuing contract  
28 or professional services contract teacher identified by the Board as  
29 fulfilling educational requirements of the district. As used herein  
30 "educational requirements" shall be construed to mean activities within  
31 the district, which relate to particular area(s) of curricular or  
32 extracurricular activities, or differentiated pay positions, with or without  
33 additional financial compensation, and the particular ability of individual  
34 teachers to effectively complete these assignments.  
35

36 B. In the event it is determined a reduction in teachers shall occur, the Union  
37 President shall be given the opportunity to discuss the reduction with the  
38 Superintendent.  
39

40 C. If the Board shall determine to employ teacher(s) at any time during the  
41 seventeen (17) calendar months next following such reduction in staff, such  
42 positions shall be offered in writing to the last continuing contract or  
43 professional services contract teacher in such instructional assignment  
44 terminated in the inverse order of lay-off, provided such teacher holds the  
45 required certification and is deemed by the Board to be qualified to fulfill the

1 educational requirements of the district. Such offer, delivered in person or  
2 by certified mail, shall be to the most current address of the teacher as  
3 reflected in the records of the Board.  
4

5 D. Nothing herein shall prohibit teachers who have been reduced pursuant to  
6 this Article from seeking and/or accepting gainful employment elsewhere.  
7

8 E. Nothing in this Article shall be construed as to prevent the Board from  
9 providing staff balances to comply with mandated programs or to preclude  
10 or overcome any form of illegal discrimination.  
11

## 12 **ARTICLE XVI** 13 **WELFARE** 14

### 15 **Section A – Health Insurance** 16

17 Effective January 1, 2008, the Board agrees to contribute to the district flexible  
18 benefits plan \$358.83 per month for teachers electing the Basic Plan option;  
19 \$524.23 per month for teachers electing Health Maintenance Organization (HMO)  
20 options; \$524.23 per month for teachers electing the Exclusive Provider  
21 Organization (EPO) option or \$524.23 per month for teachers electing the  
22 Preferred Provider Option (PPO). Effective January 1, 2008, a teacher who  
23 exercises his/her option to opt out of the district flexible benefits plan shall  
24 receive the annual amount of \$657.00 (\$54.75 per month).  
25

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

28 The board-adopted health care insurance rates shown in the Appendix of this  
29 Agreement are informational only.  
30

31 In addition, the Board shall provide the following benefits:  
32

33 The Union shall be invited to submit to the Board written recommendations as to  
34 the content of bid specifications for the district hospitalization/medical options  
35 and benefit plans as provided herein. The Union shall be provided a copy of  
36 such final bid specifications prior to such being recommended to the School  
37 Board for approval. School Board for approval. For calendar year 2008, the  
38 Board will offer at least one Preferred Provider Organization (PPO)-type option  
39 and one Health Maintenance Organization (HMO)-type option.  
40

41 Effective January 1, 2001, the Board agrees to contribute \$7.69 per pay period  
42 for 26 paydays or \$9.52 per pay period for 21 paydays (maximum of \$200 per  
43 plan year) for each employee to use solely toward the purchase of benefits  
44 offered within the District's Section 125 Cafeteria Plan. The Section 125 Plan year

1 is January 1 to December 31. Any amount not used toward the purchase of  
2 Section 125 benefits will be forfeited.

3  
4 **Section B - Vision Insurance**

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

8  
9 **Section C - Dental Insurance**

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

13  
14 **Section D - Life Insurance**

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

24  
25 **Section E - Disability Insurance**

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

29  
30 **Section F - Insurance Committee**

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

37  
38 **Section G - Tax Deferred Annuity Program**

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

1  
2 **Section H - Retired Teachers**

3 The Board shall provide a teacher at the time of his/her normal retirement the  
4 option of participating, at his/her own expense, in the Board's medical insurance  
5 program.  
6

7 **Section I - Benefits Eligibility**

8 1. Regular, full-time teachers will be eligible to enroll in employee  
9 benefits effective following the completion of forty-five (45) calendar days  
10 of employment as a regular full-time teacher.  
11

12 2. Teachers working twenty-five or fewer hours each week, part-time,  
13 substitute and short-term contract teachers shall not be eligible for  
14 employee benefits including, but not limited to, health care, dental and  
15 vision coverage.  
16

17 3. Benefits eligibility for substitute, part-time and short-term contract  
18 teachers as well as those who work twenty-five (25) or fewer hours each  
19 week, and are subsequently hired to a regular, full-time position will be  
20 effective following the completion of forty-five (45) calendar days of  
21 employment as a regular full-time teacher.  
22

23 4. Teachers currently under contract for the 2002-03 school year working  
24 twenty-five (25) or fewer hours each week shall earn full benefits through  
25 June 30, 2003.  
26

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

28 The Board shall continue to provide full insurance benefits as provided herein to  
29 a teacher who has exhausted all accumulated sick leave and who continues to be  
30 sick or disabled provided that such continuation of benefits shall be limited to the  
31 sixty (60) calendar days immediately following the depletion of his/her  
32 accumulated sick leave balance. Such teacher shall submit application for such  
33 leave as prescribed by the Board. If the affected teacher is a member of the sick  
34 leave bank this section shall become effective after the bank benefits are  
35 exhausted.  
36

37 **Section K - Retirement Incentive Committee**

38 In the event the superintendent should decide to offer a Retirement Incentive  
39 Program to employees, there shall be formed a district committee for the  
40 purpose of developing a report to the Superintendent regarding a District  
41 Retirement Incentive Plan. The composition of such committee shall be: Three  
42 (3) appointed by the Brevard Federation of Teachers, three (3) appointed by  
43 Local Union 1010, three (3) administrators appointed by the superintendent,  
44 three (3) other non-unit classified employees appointed by the superintendent.

1 The charge of the committee shall be developed and mutually agreed to by the  
2 Superintendent and the Brevard Federation of Teachers.

3  
4 **Section L - Personal Property**

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

- 9  
10 1. The property is physically located within the physical plant at which the  
11 teacher is normally assigned.  
12  
13 2. The teacher has received written approval from the school principal for the  
14 teacher to place the property at his/her worksite.  
15  
16 3. The teacher has provided the principal with written documentation as to the  
17 current market value of the property.  
18  
19 4. The teacher has taken reasonable precautionary measures to protect the  
20 property against damage, theft, loss or other covered perils.  
21  
22 5. The maximum claim limit for each loss shall be \$300 per item.  
23  
24 6. The teacher shall pay the first \$50 per item as his/her deductible amount.  
25  
26 7. Procedures, forms and information necessary for the processing of claims  
27 shall be developed by the District and the Union and provided to each  
28 school.  
29 8. The approval or rejection of a claim filed under this coverage shall not be  
30 subject to the grievance procedure of this Agreement.  
31

32 **Section M - Child Care**

33 A fifty-percent (50%) discount will be offered to school board teachers on the  
34 district program rates for school board operated child-care at school board  
35 facilities.  
36

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

38 Payroll deductions for employee contributions (premiums) for insurance benefits  
39 shall be retroactive to January 1 of each insurance plan year should the Union  
40 and Board fail to approve and ratify agreement as to those contributions  
41 (premiums) prior to January 1 of each calendar year.  
42  
43  
44  
45

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9

**ARTICLE XVII – SALARY**

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

**2007-2008 Instructional Salary Schedule**

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

10  
11 Teachers shall accrue annual leave which will accrue consistent with board  
12 policies for all other 12-month employees.

13  
14 Movement of employees on the Instructional Salary Schedule is  
15 accomplished only through negotiations between the Union and the Board  
16 subject to the provisions of Chapter 447, F.S. It is further understood that  
17 upon expiration of the Agreement, incremental steps on the salary  
18 schedule are subject to renegotiations and are not automatically payable  
19 until such time as a new salary schedule has been ratified.

20  
21 For Master's Degree (or Rank II equivalent pursuant to Florida  
22 Department of Education Rules), add \$2,625 to the base salary.

23  
24 For Specialist's Degree (or Rank IA equivalent pursuant to Florida  
25 Department of Education Rules), add \$3,900 to the base salary.  
26

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

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

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

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

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

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

38  
39 E. The Board shall provide terminal pay to any teacher upon the teacher's  
40 retirement or to his/her estate or beneficiary if service is terminated by  
41 death. However, such terminal pay shall not exceed the amount shown as  
42 follows:  
43

- 1 1. During the first three (3) years of district service, the daily rate of  
2 pay multiplied by thirty-five percent (35%) times the number of  
3 days of accumulated sick leave.  
4
  - 5 2. During the next three (3) years of district service, the daily rate of  
6 pay multiplied by forty percent (40%) times the number of days of  
7 accumulated sick leave.  
8
  - 9 3. During the next three (3) years of district service, the daily rate of  
10 pay multiplied by forty-five percent (45%) times the number of  
11 days of accumulated sick leave.  
12
  - 13 4. During the next three (3) years of district service, the daily rate of  
14 pay multiplied by fifty percent (50%) times the number of days of  
15 accumulated sick leave.  
16
  - 17 5. During and after the thirteenth (13th) year of district service, the  
18 daily rate of pay multiplied by one hundred percent (100%) times  
19 the number of days of accumulated sick leave.  
20
  - 21 6. The four (4) days of sick leave credited to each teacher shall be  
22 treated as four (4) days of entitlement upon the teacher's  
23 retirement or to his/her estate or beneficiary if service is terminated  
24 by death.  
25
  - 26 7. Payment for terminal pay as described above will be paid sixty (60)  
27 days after the date of normal retirement.  
28
- 29 F. To calculate a teacher's daily rate of pay, the base salary shall be divided  
30 by one hundred ninety-six (196). To calculate an eleven (11) or twelve  
31 (12) month teaching contract salary, the ten (10) month base salary shall  
32 be divided by one hundred ninety-six (196) days and multiplied by the  
33 actual number of contract days.
- 34 G. Effective January 1, 1999, salaries for teachers shall be paid by direct  
35 deposit. Effective July 1, 1999, salaries for teachers shall be paid by direct  
36 deposit on a bi-weekly schedule over the term of their school year, or  
37 twelve months at the teacher's discretion. For teachers on a traditional  
38 calendar, the choice will be twenty-one (21) or twenty-six (26) paydays in  
39 equal payments. Teachers hired after the first day of the normal contract  
40 year (late hires) shall be paid the number of paychecks remaining in the  
41 26-pay cycle for the balance of that contract year. For subsequent years  
42 of continuous employment such late hire teachers shall have the option of  
43 twenty-one (21) or twenty-six (26)-paydays in equal payments as  
44 described above.  
45

1 Exact pay dates will be mutually agreed to by the Union and the Board  
2 prior to implementation and will be included on the school calendar as  
3 adopted by the Board.  
4

5 H. A teacher whose employment is terminated for any reason shall receive  
6 his/her terminal pay, if any, and all salary earned prior to the date of said  
7 termination less any deductions sixty (60) days after the termination date,  
8 provided all obligations to the Board have been completed.  
9

10 I. Upon written authorization of the teacher, the Board shall forward for  
11 deposit into the teacher's bank account, all or a specified amount of the  
12 teacher's net salary.  
13

14 J. Teachers employed by the Board shall receive appropriate substitute pay  
15 until such time as the Board officially ratifies their employment. Upon  
16 official School Board ratification, the teacher shall receive the balance of  
17 monies which insures full salary as a teacher retroactive to the date of the  
18 appointment by the School Board in his/her next scheduled paycheck.  
19

20 K. Any teacher required by the Board to provide his/her personal  
21 transportation shall be reimbursed by the Board at no less than the rate  
22 allowed by law. Such requirement shall not include routine travel to and  
23 from the teacher's home and the school to which assigned.  
24

25 L. Effective the beginning of the 1987-88 school year, the Board shall  
26 provide a teacher with the option of an annual payment for sick leave  
27 days accumulated during the school year provided such payment is  
28 subject to the teacher's exemplary attendance for the school year as  
29 reflected in the district payroll records. A teacher who is absent for more  
30 than four (4) workdays during the school year shall not be eligible for  
31 annual payment as provided herein. Provided that absences on approved  
32 professional leave and/or line-of-duty leave, two (2) days of personal  
33 leave charged to sick leave used for the purpose of religious observance,  
34 personal leave used for NBPTS, paid military leave, and jury-duty leave  
35 shall not adversely affect such record of exemplary attendance. Any other  
36 absences from duty, including illness or injury in-line-of-duty shall act as a  
37 bar to the benefit provided in this paragraph. Payment for such exemplary  
38 attendance shall be calculated at eighty percent (80%) of the affected  
39 teacher's daily rate times ten (10) days. Days for which such payment is  
40 received shall be deducted from the accumulated sick leave balance.  
41 Payment as provided herein shall be made as soon as payroll procedures  
42 may reasonably permit, but no later than July 1, of the year in which the  
43 application is made.  
44

1 M. Compensation for adult education teaching and/or summer school  
2 teaching shall be as determined by the Board except as provided in Article  
3 XXVI, paragraph A.  
4

5 N. Effective July 1, with the 2002-03 school year the following language shall  
6 be implemented. The salary of a teacher as reflected in Section A of this  
7 Article shall remain the same dollar amount under the following  
8 conditions:  
9

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

18 2. The teacher receives an overall "unsatisfactory" on his/her annual  
19 evaluation. The teacher's movement on the salary schedule shall be  
20 frozen for the subsequent school year(s) until that teacher  
21 demonstrates "effective" performance on two (2) annual  
22 evaluations. At such time, vertical movement on the salary  
23 schedule shall be restored to the proper level where the employee  
24 would have been if the increment had not been frozen.  
25

26 O. Effective July 1 with the 2004-2005 school year the following language  
27 shall be implemented. The salary of a teacher as reflected in Section A of  
28 this Article shall remain the same dollar amount under the following  
29 conditions:  
30

31 A teacher who is involved in an egregious incident, as determined by the  
32 superintendent, shall have his/her salary frozen for the subsequent school  
33 year. Upon completion of the subsequent school year with the  
34 demonstration of "effective" performance on his/her annual evaluation,  
35 vertical movement on the salary schedule shall be restored to the proper  
36 level where the employee would have been if the increment had not been  
37 frozen. The teacher shall have the right to appeal to the superintendent  
38 within fifteen (15) days of the date of the notification of the decision.  
39

1 P. Pay for Performance Plan

2  
3 Employee Name: \_\_\_\_\_ Employee Position: \_\_\_\_\_  
4 School: \_\_\_\_\_ School Number: \_\_\_\_\_  
5

6 I. PROGRAM PARTICIPATION/ELIGIBILITY REQUIREMENTS  
7

8 A teacher who meets the program requirements below shall be considered a  
9 candidate for a Pay for Performance supplement for the 2005-2006 school year.  
10

- 11 A. Participation in the program shall be voluntary.  
12 B. Teacher must have all "effective" ratings in each domain on his/her  
13 current and previous year's evaluation with the Brevard Public Schools.  
14 C. Teacher must have been on the school board payroll and actively  
15 employed for the entire contract year as a teacher working a forty (40)  
16 hour workweek.  
17 D. A copy of the Statement of Intent for every teacher is due to Labor  
18 Relations no later than September 26, 2005.  
19 E. The written plans for Options II, III, IV and V shall be submitted to the  
20 Principal or Department Head by September 30, 2005.  
21

22 II. COMPONENTS OF THE PAY FOR PERFORMANCE PLAN  
23

24 STUDENT ACHIEVEMENT DATA  
25

26 Demonstrates growth in student achievement data and uses data to design and  
27 improve classroom instruction and results.  
28

29 TPBA – Teacher Performance-Based Accountability Committee

30 Established at each school site. Membership will include the building principal,  
31 the person responsible for staff development at the school, a parent  
32 representative from the School Advisory Council, and a BFT representative.  
33 Purpose: to review Option II, Option III, Option IV and Option V plans  
34 submitted by teachers. The amount of the teacher supplement shall be \$100.00.  
35

36 ANNUAL ASSESSMENT OF LEARNING GAINS (Teachers may apply individually or  
37 as a group)  
38

39 **Option I:** Annual Learning Gains as demonstrated on the Florida  
40 Comprehensive Assessment Test (FCAT) - Reading or Math. Teachers in grades 4  
41 through 10 who provide direct instruction in reading or math (through any  
42 subject) may select this achievement standard. A minimum of 90% of the  
43 students must demonstrate annual learning gain as defined by the Florida  
44 Department of Education. A minimum of 70% of the students who took the

1 alternative assessment must demonstrate annual learning gains on the approved  
2 instrument.

3  
4 **Option II:** Annual Learning Gains as demonstrated on a standardized criterion  
5 referenced assessment in a specific subject area. Teachers in any grade who do  
6 not provide direct instruction in reading or math (Grades 4 through 10) may  
7 select this achievement standard. The assessment instrument must be published  
8 or district developed for use in a test-retest model. A minimum of 90% of the  
9 students must demonstrate annual learning gains equal to one year's growth on  
10 the instrument. A minimum of 70% of the students who took the alternative  
11 assessment must demonstrate annual learning gains on the approved  
12 instrument.

13  
14 **Option III:** Specific progress on other objective measurements. Teachers in  
15 any grade who do not provide direct instruction in reading or math (Grades 4  
16 through 10) may select this standard. The measurement must be a  
17 demonstration of student achievement at the highest level attainable  
18 contributing to district recognition as "First in Florida". Example: team  
19 competition that results in 1st in the district or state; or 5 or more individual  
20 competitions that result in 1st in the district or state.

21  
22 **Option IV:** School Improvement Plan Objective - Teachers in any grade who do  
23 not provide direct instruction in reading or math (Grades 4 through 10) may  
24 select this standard. The teacher selects one objective identified in the School  
25 Improvement Plan. The teacher must demonstrate successful implementation of  
26 at least three (3) strategies identified for the objective. The objective may be  
27 from any of the seven goals for education established by the Florida Department  
28 of Education. Examples: graduation rate, attendance, discipline, dropout rate,  
29 lowest 25% of students on FCAT, parent involvement, readiness for school.

30  
31 **Option V:** School-wide performance demonstrating gains on one of the FCAT  
32 measures. Teachers who do not provide direct instruction in reading or math  
33 (Grades 4 through 10) may select this standard. Teachers may select from the  
34 following:

- 35
- 36 1. Exceed the district average by more than 15 scale score points -  
37 FCAT Science.
- 38 2. Exceed the district average by more than 0.4 points - FCAT Writes!
- 39 3. Increase the number of students scoring Level 3 or above by 5%  
40 from previous year in reading.
- 41 4. Increase the number of students scoring Level 3 or above by 5%  
42 from previous year in math.

43 70 points = Eligible Candidate Total Points  
44  
45

1 III. CALCULATION AND DISTRIBUTION OF PAY FOR  
2 PERFORMANCE SUPPLEMENT  
3

- 4 1. All teacher who successfully complete the option chosen shall be awarded the  
5 supplement by lottery until all funds are expended.  
6 2. The five percent (5%) supplement for each teacher shall be calculated from  
7 the base contract salary.  
8 3. Payment will be made no later than the last pay period in October of the  
9 subsequent school year.

10  
11 **ARTICLE XVIII - DIFFERENTIATED PAY PLAN**  
12

- 13 A. The Board shall make an effort to find teacher volunteers for all positions  
14 pursuant to this Article. Part of such effort shall include placing written  
15 notice of such vacancy on a bulletin board(s) in the teachers' lounge(s) or  
16 other area where teachers' mailboxes exist. The principal shall establish  
17 minimum qualifications for differentiated pay positions within a school and  
18 shall review all applicants who meet the minimum qualifications and make  
19 his/her determination as to who should fill the position. When other  
20 factors are judged to be equal, it is the intent of the district that teacher  
21 applicant(s) from the school with the vacant position shall be chosen.  
22  
23 B. Paid extracurricular duty and differentiated pay positions shall be those  
24 set forth in this Article.  
25  
26 C. No compensation for any differentiated pay positions shall be paid from  
27 cost center internal accounts unless expressly provided herein.  
28  
29 D. Teachers participating in supervisory duties of events unrelated to the  
30 necessary operation of the schools outside the normal teacher workweek  
31 and which generate funds, including but not limited to athletic events,  
32 dances, and other social functions, shall be compensated at ten dollars  
33 and zero cents (\$10.00) per hour.  
34  
35 E. Nothing shall be construed as to require the filling of any position listed  
36 herein, nor to preclude payment of any amount to a teacher for the  
37 performance of duties not prescribed herein which occurs outside the  
38 normal teacher workweek.  
39  
40 F. Payments for differentials which are not paid on a monthly basis shall be  
41 included in the teacher's regular paycheck upon completion of the  
42 sponsored activity.  
43  
44 G. In the event an elementary teacher plans to engage in an activity which  
45 he/she views as qualifying for a special Elementary Program differential,

1 the teacher may submit a written request for such differential to his/her  
 2 principal. Such request shall contain the anticipated number of hours  
 3 beyond the normal teacher forty (40) hour workweek. Upon review of the  
 4 material, the principal shall submit the request in a timely fashion along  
 5 with his/her recommendation for final determination, including his/her  
 6 reasons for such recommendation.  
 7

8 H. Schedule of Differentiated Pay

<u>ACADEMICS</u>	<u>2007-08</u>	<u>Experiential Lane (6+years)</u>
Alternative Learning Center Teachers	\$1,000.00	\$ N/A
Assistant Band (High School)	\$1,410.00	\$1,562.00
Assistant Band (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> grade)	\$ 734.00	\$ 808.00
Auditorium Manager	\$ 500.00	\$ N/A
Band (Senior High)	\$3,182.00	\$3,501.00
Band (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> grade)	\$1,420.00	\$1,562.00
Beta Club	\$ 416.00	\$ 458.00
Choral (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> grade)	\$1,212.00	\$1,333.00
Choral (Senior High)	\$2,108.00	\$2,318.00
Class Sponsor (Senior)	\$ 612.00	\$ 673.00
Class Sponsor (Junior)	\$ 612.00	\$ 673.00
Combination Team Leader and Department Head (Middle School)	\$ 930.00	\$1,023.00
Coordinating Unit	\$2,693.00	\$ N/A
Dance Corps	\$ 734.00	\$ 808.00
Department Head (Senior High)	\$ 808.00	\$ 888.00
Department Head (Middle School)	\$ 808.00	\$ 888.00
District Memory Match League (Senior High)	\$ 612.00	\$ 673.00
Drama (Senior High)	\$1,420.00	\$1,562.00
Drama (Middle School)	\$ 930.00	\$1,023.00
Elementary Music	\$ 808.00	\$ 889.00
ESE Staffing Specialist* (not subject to indexing)	\$5,000.00	\$ N/A
Forensics (Senior High)	\$1,224.00	\$1,346.00
Forensics (Middle School)	\$ 930.00	\$1,023.00
Future Educators Club of America	\$ 416.00	\$ 458.00
Future Problem Solving (two per school)	\$ 480.00	\$ 528.00
Honor Society (Senior High)	\$ 416.00	\$ 458.00
Honor Society (Middle School)	\$ 416.00	\$ 458.00
Lego Robotics (Elementary)	\$ 416.00	\$ N/A
Literary Magazine (Senior High)	\$ 367.00	\$ 404.00
Memory Match	\$ 930.00	\$1,023.00
Newspaper (Senior High)	\$1,151.00	\$1,266.00
Newspaper (Middle School)	\$ 930.00	\$1,023.00

		<u>Experiential</u>
		<u>Lane</u>
	<u>2007-08</u>	<u>(6+years)</u>
3	<u>ACADEMICS</u>	
4	Odyssey of the Mind (three per school)	\$ 318.00 \$ 350.00
5	Optional Class (not subject to indexing)	\$3,190.00 \$ N/A
6	Orchestra (Senior High)	\$2,108.00 \$2,318.00
7	Orchestra (Middle School)	\$1,212.00 \$1,333.00
8	Pre-K Diagnostician (not subject to indexing)	\$5,000.00 \$ N/A
9	Regional Science Fair Coordinator	\$1,420.00 \$1,562.00
10	Resource Teacher – Full (N/A to Adult Ed)	\$5,000.00 \$ N/A
11	(Not subject to indexing)	
12	Resource Teacher – Half (N/A to Adult Ed)	\$2,500.00 \$ N/A
13	(Not subject to indexing)	
14	Robotics (Middle/High School)	\$ 700.00 \$ N/A
15	ROTC (Masters) (not subject to indexing)	\$2,485.00 \$ N/A
16	ROTC Drill Team, Color Guard, Rifle Team,	
17	Drum and Bugle Corps (one differential per	
18	Activity listed above per school)	\$ 612.00 \$ 673.00
19	School Safety Patrol	\$ 734.00 \$ 808.00
20	Science Research Specialist Teacher	\$2,008.00 \$2,208.00
21	SECME	\$ 416.00 \$ 458.00
22	Special Programs (Elementary School approved	
23	Programs only – five per school)	\$ 416.00 \$ 458.00
24	Student Government (Senior High)	\$ 857.00 \$ 942.00
25	Student Government (Middle School)	\$ 734.00 \$ 808.00
26	Team Leader (Middle School)	\$ 808.00 \$ 888.00
27	Unique Program Area (funded by internal accounts)	\$ 734.00 \$ 808.00
28	** Vocational Program (approved programs)	\$ 367.00 \$ 404.00
29	Yearbook (Senior High)	\$1,151.00 \$1,266.00
30	Yearbook (Middle School)	\$ 930.00 \$1,023.00
31		
32	Extra Duty – Transportation \$8.00 per ride	
33	*To be paid to persons on the Instructional Salary Schedule Only.	
34		
35	**In Vocational Clubs with more than one sponsor in the same club, each	
36	sponsor will receive an amount equal to one-half of the designated differential	
37	rounded up to the next \$5.00.	
38		
39	Foreign Language – district or higher level competition	\$130.00 per competition
40		
41	Extra assignments beyond the normal teacher work week within the school year	
42	(except for inservice preparation or teaching pertaining to workshops, task force	
43	development or curriculum and/or instructional materials, and other such	
44	assignments which have districtwide or areawide application	\$17.00 per hour
45	Inservice preparation and teaching (maximum of five hours	

1	Per day)	\$	22.50 per hour
2			
3	Homebound Instruction (including travel)	\$	22.50 per hour
4			
5			<u>Experiential</u>
6			<u>Lane</u>
7	<u>ATHLETICS</u>	<u>2007-08</u>	<u>(6+years)</u>
8	Athletic Business Manager (Senior High/9 <sup>th</sup> Grade)	\$2,177.00	\$2,721.00
9	Athletic Director – Assistant (Senior High with		
10	enrollment exceeding 1200 students offering		
11	full athletic program – differential paid at		
12	the end of the year)	\$1,021.00	\$1,276.00
13	Athletic Director (9 <sup>th</sup> grade through 12 <sup>th</sup> grade)	\$4,762.00	\$5,953.00
14	Athletic Director (Middle School)	\$1,021.00	\$1,276.00
15	Athletic Director (7 <sup>th</sup> and 8 <sup>th</sup> Grade)	\$1,021.00	\$1,276.00
16	Athletic Trainer – All Sports (1 <sup>st</sup> semester) full time	\$5,000.00	\$ N/A
17	Athletic Trainer – All Sports (2 <sup>nd</sup> semester) full time	\$5,000.00	\$ N/A
18	Athletic Trainer – All Sports (1 <sup>st</sup> semester) part time	\$2,500.00	\$ N/A
19	Athletic Trainer – All Sports (2 <sup>nd</sup> semester) part time	\$2,500.00	\$ N/A
20	Baseball – Head	\$2,653.00	\$3,316.00
21	Baseball – Assistant	\$1,429.00	\$1,786.00
22	Baseball – Head JV	\$1,429.00	\$1,786.00
23	Basketball – Head	\$2,653.00	\$3,316.00
24	Basketball – Asst. Varsity	\$1,429.00	\$1,786.00
25	Basketball (Middle School)	\$1,361.00	\$1,701.00
26	Basketball (9 <sup>th</sup> Grade)	\$1,361.00	\$1,701.00
27	Cheerleader Sponsor – JV – Fall	\$1,088.00	\$1,361.00
28	Cheerleader Sponsor – JV – Winter	\$1,088.00	\$1,361.00
29	Cheerleader Sponsor – 9 <sup>th</sup> Grade – Fall	\$1,021.00	\$1,276.00
30	Cheerleader Sponsor – 9 <sup>th</sup> Grade – Winter	\$1,021.00	\$1,276.00
31	Cheerleader Sponsor (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup>		
32	Grade) - Winter	\$1,021.00	\$1,276.00
33	Cheerleader Sponsor – Fall	\$1,190.00	\$1,488.00
34	Cheerleader Sponsor – Winter	\$1,190.00	\$1,488.00
35	Crew	\$1,021.00	\$1,276.00
36	Cross Country	\$1,429.00	\$1,786.00
37	Football – Head	\$3,402.00	\$4,252.00
38	Football – Head 9 <sup>th</sup> Grade	\$1,701.00	\$2,127.00
39	Football – Head JV	\$2,177.00	\$2,721.00
40	Football – Assistant JV	\$2,007.00	\$2,509.00
41	Football – Assistant		
42	(three positions at each school)	\$2,177.00	\$2,721.00
43	Football - 9 <sup>th</sup> grade Assistant (second position		
44	available with more than 35 participants)	\$1,190.00	\$1,488.00
45	Golf	\$1,429.00	\$1,786.00

	<u>2007-08</u>	<u>Experiential Lane</u> <u>(6+years)</u>
1		
2		
3	<u>ATHLETICS</u>	
4	Intramural Director (9 <sup>th</sup> to 12 <sup>th</sup> Grades)	\$1,021.00 \$1,276.00
5	Intramural Director (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> Grades)	\$1,021.00 \$1,276.00
6		
7	*Intramurals – Grades 9 through 12	
8	**Intramurals – Grades 7 and 8 and Middle School	
9	Pool Manager	\$1,429.00 \$1,786.00
10	Soccer – Head	\$2,653.00 \$3,316.00
11	Soccer – Assistant	\$1,429.00 \$1,786.00
12	Soccer – JV	\$1,429.00 \$1,786.00
13	Softball – Head	\$2,653.00 \$3,316.00
14	Softball – Head JV	\$1,401.00 \$1,751.00
15	Softball – Assistant	\$1,429.00 \$1,786.00
16	Special Olympics	\$1,429.00 \$1,786.00
17	Swimming - Head	\$2,653.00 \$3,316.00
18	Swimming - Assistant (two positions at each school)	\$1,429.00 \$1,786.00
19	Tennis	\$1,429.00 \$1,786.00
20	Track – Head	\$2,653.00 \$3,316.00
21	Track – Assistant	\$1,429.00 \$1,786.00
22	Track (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> Grade)	\$1,021.00 \$1,276.00
23	Volleyball – Head	\$2,653.00 \$3,316.00
24	Volleyball – JV	\$1,429.00 \$1,786.00
25	Volleyball (9 <sup>th</sup> Grade)	\$1,361.00 \$1,701.00
26	Wrestling – Head	\$2,653.00 \$3,316.00
27	Wrestling – JV	\$1,429.00 \$1,786.00

28

29 A school may submit a plan for programs provided they present student activities  
30 approved by the Superintendent, with differentials said from Internal Accounts  
31 not to exceed the amount shown. \$ 734.00

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.

42 Additional Competition Levels:

43

44 Coaches/sponsors of teams and other groups representing a high school in  
45 events sponsored by the Florida High Schools Athletic Association, and who, at

1 the conclusion of the normal schedule of activities proceeds to additional levels  
2 of competition (playoffs, etc.) shall receive compensation for the additional time  
3 spent in such expanded activities. This additional compensation shall also apply  
4 to groups that are directly involved in supporting the primary competitive team  
5 such as the Cheerleader Sponsors and Band Directors.

6  
7 Additional Compensation Schedule:

8

9	Head Football	\$ 130.00
10	Assistant Football	\$ 89.00
11	Head Basketball	\$ 130.00
12	Head Baseball	\$ 130.00
13	Volleyball	\$ 130.00
14	Softball	\$ 130.00
15	Band Director	\$ 104.00
16	Assistant Band Director	\$ 52.00

17

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

20  
21 \$ 78.00 per game/event

- 22
- 23 I. A "Difficult School Assignment" differentiated pay to be paid to all  
24 teachers at the Area Alternative Learning Centers. The amount of the  
25 differential shall be \$1,000.00.
  - 26
  - 27 J. Differentiated pay to teachers at schools designated by the State as a "F"  
28 school.  
29
    - 30 1. The amount of the differential for all teachers who provide direct  
31 academic instruction shall be \$1,200.00. These teachers may  
32 include:
      - 33 a. Pre-K-6 Teachers
      - 34 b. Title I teachers who regularly provide direct academic  
35 instruction.
      - 36 c. Special reading, writing or math teachers who regularly  
37 provide direct academic instruction.
      - 38 d. Exceptional Education teachers who regularly provide direct  
39 academic instruction.
    - 40
    - 41 2. The amount of the differentiated pay for all support teachers who  
42 do not provide regular direct academic instruction shall be \$600.00.  
43
  - 44 K. In order to be eligible for the differentiated pay, teachers must have  
45 taught at the site(s) for more than 99 days.

1 **ARTICLE XIX - NONDISCRIMINATION**

2  
3 The Board agrees that it shall not illegally discriminate against any teacher with  
4 respect to wages, hours, or conditions of employment by reason of race, color,  
5 creed, national origin, sex, religion, or age. The Board further agrees that sexual  
6 harassment and actions that create a hostile work environment shall not be  
7 tolerated.

8  
9 This Article shall not be construed as to preclude the Board participation in any  
10 Affirmative Action Program or to comply with mandated programs or to preclude  
11 or overcome any form of illegal discrimination.  
12

13 **ARTICLE XX - AVAILABILITY OF AGREEMENT**

14  
15 Copies of this agreement shall be printed at the shared expense of the Board and  
16 the Union within thirty (30) days after the Agreement is signed in a form and by  
17 a process to be mutually agreed upon, in sufficient quantity that one (1) copy  
18 may be presented to each administrator, one (1) copy to the BFT Building  
19 Representative, Board member, and one (1) copy retained in the school's  
20 professional library. The agreement shall be made available to all teachers at  
21 the Board's web site [www.brevard.k12.fl.us](http://www.brevard.k12.fl.us) or the Union's web site at  
22 <http://bftteach.org> If the Agreement shall be printed by other than Board  
23 facilities, the Union may designate such printer and the Union shall pay all of the  
24 added cost above that which would be incurred if the Agreement were to be  
25 printed by Board facilities.  
26

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

28  
29 If any provision of this Agreement is or shall at any time be determined contrary  
30 to law by a court of competent jurisdiction, then such provision shall not be  
31 applicable or performed, or enforced except to the extent permitted by law;  
32 however, all other provisions of this Agreement shall continue in effect.  
33

34 **ARTICLE XXII - MISCELLANEOUS**

- 35  
36 A. The parties agree to negotiate in good faith.  
37  
38 B. Time and place for the purpose of negotiating shall be set by mutual  
39 agreement of the parties.  
40  
41 C. Neither party in any negotiations shall have any control over the selection  
42 of the bargaining representatives of the other party provided that the  
43 Union shall not select any employee of the Board who is not a teacher and  
44 the Board shall not select any teacher. The parties mutually pledge that  
45 their representatives will be clothed with all the necessary power to make

1 proposals, counter proposals, and to reach tentative agreement on items  
2 being negotiated.

3  
4 D. If any contract between the Board and an individual teacher contains any  
5 language inconsistent with this Agreement, this Agreement shall be  
6 controlling. Further, individual teacher contracts shall conform to this  
7 Agreement to the extent permitted by law and regulation.

8  
9 E. All personnel policies hereinafter adopted by the Board shall be made  
10 known to teachers within thirty (30) days of their adoption.

11  
12 F. All teachers who participate in the production of tapes, publications, or  
13 other produced educational material shall retain residual rights should  
14 they be copyrighted and sold by the district for a profit, provided nothing  
15 herein shall preclude any agreement between the Board and the  
16 teacher(s) regarding such rights.

17  
18 G. This Agreement constitutes the full and complete agreement between the  
19 Board and the Union. This Agreement may be altered or modified only  
20 upon the voluntary mutual consent of the parties in writing and fully  
21 executed as an amendment to this Agreement. For the life of this  
22 Agreement, each party voluntarily waives the right to negotiate over any  
23 matter during the term of this Agreement except as otherwise specifically  
24 required by the preceding section of this Article.

25  
26 H. The Union acknowledges those provisions of the Florida Statutes  
27 prohibiting work stoppages and providing penalties therefore, and agrees  
28 to adhere thereto.

29  
30 **ARTICLE XXIII – MATTERS PREVIOUSLY NOT COVERED**

31  
32 A. Any previously adopted rule or regulation of the Board which is in conflict  
33 with a provision of this Agreement shall be superseded by the applicable  
34 provisions of this Agreement.

35  
36 B. The Board agrees that if, during the period of this Agreement, it shall  
37 consider the adoption or amendment of any Board policy which shall  
38 substantially affect the working conditions of teachers, the Union shall  
39 have the right to submit its views in writing on such proposed policy  
40 change prior to the Board meeting at which the policy is to be considered,  
41 or orally at said meeting.

42  
43 Notification of intention to consider such policies and the Union response  
44 thereto shall be completed within the requirements of the Administrative  
45 Procedure Act. Notwithstanding the foregoing, the Board may take

1 emergency action as permitted by the Administrative Procedure Act, and  
2 provided further, that this section shall not be construed to limit or affect  
3 the provisions of Article XXII, Section H. of this Agreement.  
4

- 5 C. Whenever any notice is required to be given either party to this  
6 Agreement by the other party, either shall do so by certified mail, return  
7 receipt requested, at the following addresses:  
8

9 If to the Union: 1007 South Florida Avenue  
10 Rockledge, FL 32955  
11 321/636-3323  
12

13 If to the Board: 2700 Judge Fran Jamieson Way  
14 Viera, FL 32940-6699  
15 321/633-1000, extension 265  
16

### 17 **ARTICLE XXIV - RIGHTS OF THE BOARD**

18  
19 It is understood and agreed that all functions, rights, power, or authority of the  
20 administration of the school district and of the School Board which are not  
21 specifically limited by the express language of this Agreement are retained by the  
22 administration and the Board, provided however that no such right shall be  
23 exercised so as to violate any of the specific provisions of this Agreement.  
24

### 25 **ARTICLE XXV - DURATION OF AGREEMENT**

- 26  
27 A. Except as otherwise provided in specific Articles, this Agreement shall be  
28 effective immediately upon ratification by the parties.  
29  
30 B. This Agreement shall be effective until midnight the day immediately  
31 preceding the first day of the beginning of the 2008-2009 teacher work  
32 year.  
33  
34 C. Negotiations for a subsequent Agreement shall commence no later than  
35 May 15, 2008 except as otherwise mutually agreed to by the parties, to  
36 include only the following: Pay for Performance, Article XVI, Welfare,  
37 Article XVIII, Extracurricular Activities and Differentiated Pay  
38 Compensation, and one (1) other Article to be mutually agreed by the  
39 parties.  
40

### 41 **ARTICLE XXVI** 42 **SUMMER EMPLOYMENT**

- 43  
44 A. A teacher selected to teach in the District's academic summer school  
45 program shall receive the rate of pay as reflected on the previous school

1 year's salary schedule. Each full time teacher who is selected to teach  
2 summer school shall be credited with one (1) day of sick leave for each  
3 month of employment to be credited at the beginning of each month,  
4 provided that such leave shall not be used prior to the time it is earned  
5 and credited. A teacher who has accrued sick leave available to him/her  
6 shall be allowed to use such sick leave in order to be absent from his/her  
7 summer school teaching duties. The reasons for use of sick leave are the  
8 same as for such use during the teacher's normal work year. All summer  
9 school teaching positions shall be advertised and preferential  
10 consideration shall be given to continuing contract and professional  
11 services contract teachers who are certified in fields required for summer  
12 school programs. In the principal's determination as to which teachers  
13 shall be assigned to summer school, the principal shall ensure that a fair  
14 and equitable rotation of teacher applicants is established.

- 15  
16 B. A teacher who is assigned to teach in the adult education program shall  
17 not be entitled to any rights conferred by this Agreement. A teacher who  
18 is assigned to teach in the summer school program shall not be entitled to  
19 any rights conferred by this Agreement except as provided herein.  
20  
21  
22  
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32 **(INTENTIONALLY LEFT BLANK)**  
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44  
45

1 **APPENDIX**

2  
3 **Employee Hospitalization/Medical Plan**

4  
5 In addition to the employee benefits otherwise contained in the Collective  
6 Bargaining Agreement between the parties, the following employee benefits and  
7 other pertinent information shall become effective upon ratification by the  
8 employees and the School Board. Upon ratification these benefit plan rates are  
9 effective for the period of January 1, 2008 through December 31, 2008.

10  
11 **Cigna Basic Plan** (This plan will be available effective January 1, 2008)  
12 The following rates are based upon a monthly calculation:

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 Generic 30% of the cost of the prescription or a minimum cost of \$10 (\$20.00  
41 for mail service).  
42 Preferred 30% of the cost of the prescription or a minimum cost of \$20.00  
43 (\$40.00 for mail service).  
44 Non-Preferred 30% of the cost of the prescription or a minimum cost of \$35.00  
45 (\$70.00 for mail service).

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

The following rates are based upon a monthly calculation:

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

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

Co payments:

Primary Care Physician (PCP) office visit	\$15.00
Specialist office visit	\$25.00
In-patient care	\$300.00
Out-patient surgical care	\$25.00
Major Out-patient procedures (Cardiac Catherization, MRI, CT Scan, PET Scan and Lithotripsy)	\$50.00

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

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

The following rates are based upon a monthly calculation:

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

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

Deductible and stop loss levels will be as follows for the twelve (12) month period from January 1, 2008 through December 31, 2008:

Plan Benefit/Teacher Responsibility	Type	Stop Loss
85/15 (In-Network)	Individual	\$2,000 (In-network)
	Family	\$4,000 (In-Network)

1	70/30 (Out-of-Network)	Individual	\$4,000 (Out-of-Network)
2		Family	\$8,000 (Out-of-Network)
3			
4	Deductible	Type	Amount
5	Individual	In-Network	\$300
6	Family	In-Network	\$600
7	Individual	Out-of-Network	\$400
8	Family	Out-of-Network	\$800
9			

10 During the plan year January 1, 2008 through December 31, 2008, only  
 11 expenses incurred in the plan year will be allowed to count toward the deductible  
 12 for that plan year. PPO Plan Co-payment: General Practitioner office visit \$25.00  
 13 for each In-Network non-surgical office visit. Specialist office visit including  
 14 preventative care \$25.00. Out-patient surgery covered the same as if surgery  
 15 was performed as an in-patient. One annual cancer screening to include  
 16 Mammogram, PAP smear, colorectal, prostate, blood test for ovarian cancer as  
 17 applicable. Such annual diagnostic tests shall be covered at 100% in-network  
 18 and 70% out-of-network.

19

20

### **Prescription Drug Plan**

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

23

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

29

30 Mail order service for long-term maintenance prescription drugs is available,  
 31 limited to a 90-day supply, with a \$20.00 co-payment for generic drugs, \$40.00  
 32 co-payment for preferred brand-name drugs and \$70.00 co-payment for non-  
 33 preferred brand-name drugs.

34

35

### **Mental Health Plan**

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

39

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45

1 **Continuation of Benefits**

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

12  
13 *Should there be a discrepancy between this Appendix and the Summary Plan*  
14 *Description (SPD), the provisions of the SPD prevail.*

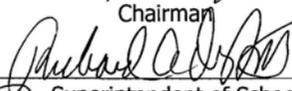
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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 20th day of November, 2007 to be effective as stated herein.

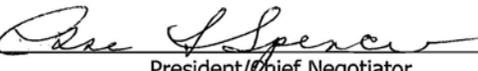
**THE SCHOOL BOARD OF BREVARD COUNTY**

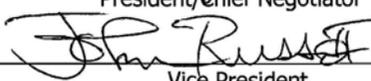
By:   
Chairman

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

1  
2  
3  
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7

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## **BOARD BARGAINING TEAM**

Joy A. Salamone, Chief Negotiator

Betsy B. Butler

Robert Fish

Anthony Hines

Jim Hudson

Barry Pichard

Judy Preston

Susan G. Standley

Rhonda R. Stewart

Karen Strickland

Kenneth Winn

## **UNION BARGAINING TEAM**

Anne Spencer, Chief Negotiator

Lynda Bell

Dan Bennett

Vicki Dyer

Janet Eastman

Larry Finch

Cherline Gipson

Michael Mugge

John Russo

Juanita Saylor

## NONDISCRIMINATION NOTICE

It is the policy of the School Board of Brevard County to offer the opportunity to all **students** to participate in appropriate programs and activities without regard to race, color, gender, religion, national origin, disability, marital status, or age, except as otherwise provided by Federal law or by Florida state law.

A **student** having a grievance concerning discrimination may contact:

Dr. Richard A. DiPatri  
Superintendent  
Brevard Public Schools

Ms. Brenda Blackburn  
Associate Superintendent,  
Division of Curriculum  
and Instruction  
Equity Coordinator

Dr. Walter Christy, Director  
Secondary Education

Ms. Eva Lewis, Director  
ESE Program Support Services  
ADA/Section 504 Coordinator

School Board of Brevard County  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940-6699  
(321) 631-1911

It is the policy of the School Board of Brevard County not to discriminate against **employees** or **applicants** for employment on the basis of race, color, religion, sex, national origin, participation and membership in professional or political organizations, marital status, age, or disability. Sexual harassment is a form of employee misconduct, which undermines the integrity of the employment relationship, and is prohibited. This policy shall apply to recruitment, employment, transfers, compensation, and other terms and conditions of employment.

An **employee** or **applicant** having a grievance concerning employment may contact:

Ms. Susan G. Standley, Director  
Office of  
Compensation & Benefits

Ms. Joy Salamone, Director  
Human Resources Services  
and Labor Relations

School Board of Brevard County  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940-6699  
(321) 631-1911

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