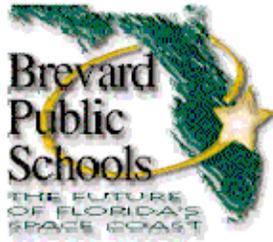


# **A G R E E M E N T**

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**



**2010-2011**

## TABLE OF CONTENTS

		<b>Page(s)</b>
	Agreement	1
Article I	Recognition	2
Article II	Definitions	2-4
Article III	Fair Practices	4
Article IV	Grievance Procedure	4-8
Section A	Definitions	4-5
Section B	Procedures	5-7
Section C	General Provisions	7-8
Article V	Union Rights	9-15
Section A	Leave for Union Service	9
Section B	Negotiations on School Time	10
Section C	Bulletin Boards	10
Section D	Union Meetings	10-11
Section E	Distribution of Literature	11
Section F	Supt. - Union Conferences	11
Section G	School Visitation by Union Rep.	11-12
Section H	Union Rep. at Board Meetings	12
Section I	Union Rep. on Board Committees	12
Section J	Teacher Directory	13
Section K	Union Dues Deduction	13
Section L	Other Deductions	14
Section M	Time on Agenda of Fac. Meetings	14
Section N	Use of School Supplies/Equip.	14-15
Section O	Orientation Meetings	15
Section P	Exclusivity Rights	15
Article VI	General Conditions of Employment	15-40
Section A	Fair Employment Practices	15-16
Section B	Calendar	16-17
Section C	School Day	17-25
Section D	Teaching Assignments/Duties	25-28
Section E	Vacancies/Promotional Vacancies	28-29
Section F	Assignments and Transfer	29-33
Section G	Teacher Evaluations	32-35
Section H	Personnel Files	35-36
Section I	Faculty Meetings	36
Section J	Class Interruptions	36
Section K	Parent Conferences	37
Section L	Teacher Facilities	37-39
Section M	Miscellaneous	39-40
Section N	Year Round Schools	41
Article VII	Teacher Protection	41-43
Article VIII	JROTC (Type "G" Employees)	43-44

Article IX	Student/Intern Assignments	45
Article X	Safety and Health	46
Article XI	Political Activity	46
Article XII	Emergency School Closing	46-47
Article XIII	Personal/Academic Freedom	47
Section A	Personal	47
Section B	Academic	47
Article XIV	Leaves of Absence	47-55
Section A	Rules Governing	47-48
Section B	Paid Leaves	48-52
Section C	Military Leave	52
Section D	Unpaid Leaves	53-55
Article XV	Reduction in Force	55-56
Article XVI	Welfare	55-59
Section A	Health Insurance	57
Section B	Vision Insurance	57
Section C	Dental Insurance	57
Section D	Life Insurance	57
Section E	Disability Insurance	58
Section F	Insurance Committee	58
Section G	Tax Deferred Annuity Program	58
Section H	Retired Teachers	58
Section I	Benefits Eligibility	58
Section J	Extended Sick Leave Benefits	58-59
Section K	Retirement Incentive Committee	59
Section L	Personal Property	59
Section M	Child Care	60
Section N	Retroactivity of Contributions (Premium) Collections	60
Article XVII	Salary	61-68
	10-11 Salary Schedule	61-65
	Pay For Performance	65-68
Article XVIII	Differentiated Pay Plan	68-74
Article XIX	Nondiscrimination	74
Article XX	Availability of Agreement	74
Article XXI	Conformity to Law	74
Article XXII	Miscellaneous	74-75
Article XXIII	Matters Not Previously Covered	75-76
Article XXIV	Rights of the Board	76
Article XXV	Duration of Agreement	76
Article XXVI	Summer Employment	77
	Appendix	78-82
	Execution of Agreement	83
	Index	84-92

**AGREEMENT**

This Agreement is made and entered into effective as of midnight February 28, 2011, by and between the School Board of Brevard County, Florida, hereinafter referred to as the "Board" and the Brevard Federation of Teachers, Local 2098, Florida Education Association, AFL-CIO, Inc., American Federation of Teachers, National Education Association, hereinafter referred to as the "Union."

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1 **ARTICLE I - RECOGNITION**

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

- |    |                                |                          |
|----|--------------------------------|--------------------------|
| 7  |                                |                          |
| 8  | Area Counselors                | Lead Teachers            |
| 9  | Child Find Specialists         | Learning Director        |
| 10 | Classroom Teachers             | Media Specialists        |
| 11 | Coordinating Teacher Units     | Occupational Specialists |
| 12 | Exceptional Education Teachers | Resource Teachers        |
| 13 | Exceptional Student Education  | Title I Parent Educator  |
| 14 | Staffing Specialists           |                          |
| 15 | Guidance Counselors            | Title I Teachers         |
| 16 | (elementary and secondary)     |                          |
| 17 | JROTC Teachers                 | Title I Teacher Trainer  |

18  
19 **ARTICLE II - DEFINITIONS**

20  
21 A. The term **AGREEMENT** shall mean the full and complete agreements  
22 between the Union and the Board, duly ratified and signed as set forth in  
23 the document.

24  
25 B. **ASSAULT AND BATTERY**

- 26 1. An "**assault**" is an intentional, unlawful offer of  
27 corporal injury to another by force, or exertion of force  
28 directed toward another under such circumstances as  
29 to create a reasonable fear of imminent peril. The  
30 assault must be premised on affirmative act.
- 31
- 32 2. A "**battery**" consists of the intentional infliction of a harmful or  
33 offensive contact on the person of another.
- 34

35 C. The term **BOARD** shall refer to the School Board of Brevard County and all  
36 duly authorized representatives thereof.

37  
38 D. The term **COMPENSATORY TIME** shall mean an equivalent amount of  
39 time for work required beyond the forty (40) hour workweek, or except as  
40 set forth in this document.

41  
42 E. The term **DISTRICT** shall refer to the School District of Brevard County.  
43

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

1 school year.

- 2
- 3 R. The term **STUDENT DAY** shall mean the hours of the day when the
- 4 majority of students are required to attend their assigned schools.
- 5
- 6 S. The term **SUPERINTENDENT** shall refer to the Superintendent of Schools
- 7 of the School Board of Brevard County or his/her designee.
- 8
- 9 T. The term **TEACHER** shall mean those employees listed in Article I.
- 10
- 11 U. The term **UNION** shall refer to the Brevard Federation of Teachers and its
- 12 duly authorized representatives.
- 13
- 14 V. The term **UNION REPRESENTATIVE** shall mean any person so designated
- 15 by the Union president.
- 16

17 **ARTICLE III - FAIR PRACTICES**

18

- 19 A. The Board hereby agrees that every teacher shall have the right to organize,
- 20 join, and support the Union. The Board agrees that it shall not directly or
- 21 indirectly discourage, deprive, or coerce any teacher in the enjoyment of any
- 22 rights conferred by this Agreement. The Board agrees that it will not
- 23 discriminate against any teacher with respect to wages, hours, or any terms
- 24 or conditions of employment by reason of membership in the Union,
- 25 participation in any activities of the Union, negotiations with the Board, or
- 26 institution of any grievance, complaint, or proceeding under this Agreement.
- 27
- 28 B. The Board agrees that employment application forms and oral interview
- 29 procedures for teachers shall continue to omit any required reference to the
- 30 applicant's membership in any employee organization which seeks collective
- 31 bargaining status.
- 32
- 33 C. The Board agrees not to require any teacher to complete an oath of loyalty
- 34 unless otherwise required by law.
- 35

36 **ARTICLE IV - GRIEVANCE PROCEDURE**

37

38 **Section A - Definitions**

- 39 1. 1. A grievance is an allegation, by a teacher(s) and/or the Union that
- 40 there has been a violation, misinterpretation, or misapplication of any
- 41 specific term(s) and provisions(s) of this agreement or an established
- 42 policy(ies) or practice(s) has been applied unfairly or inequitably.

- 1           2. As used in this Article, the term "teacher" shall mean either an  
2 individual, a group of teachers having the same grievance, or the  
3 Brevard Federation of Teachers.  
4
- 5           3. For purposes of this Article, the term "principal" shall mean the  
6 administrative head or designee of the work site at which the teacher is  
7 regularly assigned.  
8
- 9           4. As used in this Article, the term "day" shall mean a regular teacher  
10 employment day except during the period of time outside the regular  
11 contract year when the term "day" shall mean Monday through Friday.  
12

### 13 **Section B - Procedures**

- 14           1. A representative of the Union shall have the right to be present and  
15 present his/her views at any formal meeting held pursuant to this  
16 Article. If the Union is not the grievant, it shall be notified of the time  
17 and place of such formal meeting concurrently with the transmission of  
18 notice to the teacher. In the processing of grievances, the teacher shall  
19 have the right at his/her option to represent himself/herself at his/her  
20 own expense, or at his/her own expense to be represented by some  
21 other person of his/her choosing at any formal meeting held pursuant  
22 to this Article.  
23
- 24           2. When a grievance meeting requires the attendance of a particular  
25 individual teacher, the time, date, and place for such meeting shall be  
26 set by the appropriate administrator provided that if such meeting is  
27 held before or after the affected teachers' workday, the times shall be  
28 by mutual agreement between the parties.  
29
- 30           3. If the grievant(s) fail to meet the specified time restrictions provided  
31 herein, the grievance shall be deemed to be withdrawn.  
32

33 **Step I (Informal)** - The teacher and, if the teacher desires, a Union  
34 representative, shall first informally discuss the grievance with his/her principal.  
35 A written agenda is not required before a Step I meeting is scheduled. The  
36 Union, when requesting a meeting to discuss an alleged grievance, will identify  
37 that the meeting is to discuss an alleged grievance and will identify the specific  
38 article, section, paragraph and subparagraph, if applicable, of the collective  
39 bargaining agreement that allegedly has been violated. Every effort shall be  
40 made so that the principal/designee can respond to the Step I grievance meeting  
41 within five days after the grievance meeting.  
42

43 **Step II (Formal)** - If not satisfied with the resolution of the grievance at Step  
44 I, the teacher may submit the completed grievance form to his/her principal.

1 The filing of the Grievance at Step II must be within eighteen (18) workdays of  
2 the event-giving rise to the grievance. Within five (5) days of receipt of the Step  
3 II filing, the principal and the teacher shall meet in an effort to resolve the  
4 dispute. The teacher and the principal may mutually agree to waive the  
5 necessity to conduct the Step II meeting and allow the grievance to proceed  
6 forward to Step III. The principal shall submit his/her written decision to the  
7 teacher, with a copy to the Union, within seven (7) days of the Step II meeting,  
8 or if no Step II meeting is held, within five (5) days of the execution of the  
9 waiver described herein.

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

18  
19 **Step IV (Formal)**

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

- 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.
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

1 or their representative or by mailing by certified mail, return receipt  
2 requested, addressed to the teacher at his/her home address as shown  
3 in the Board's records. Any notice or decision to be given to the Union  
4 may be given to the President of the Union, or by mailing it by certified  
5 mail, return receipt requested, addressed to the Union at its offices.  
6 Any notice or decision given by hand will be verified by written receipt if  
7 requested.

8  
9 If a notice or decision under this Article is provided to either party by  
10 certified mail, the time limit required for response to such notice or  
11 decision shall be extended to the receiving party by two (2) days.

- 12
- 13 5. When hearings are held during school hours, persons necessary to be  
14 present shall be excused without loss of pay or accumulated leave,  
15 provided that the Step IV hearing arrangements shall also be made to  
16 permit the appearance of witnesses without loss of pay or accumulated  
17 leave whom the arbitrator shall deem necessary.
  - 18
  - 19 6. If a grievance arises as a result of a condition which the immediate  
20 supervisor is without the jurisdiction to resolve, the teacher may file the  
21 grievance at Step III (superintendent level) and proceed through the  
22 grievance procedure from Step III forward.
  - 23
  - 24 7. Nothing in this Agreement shall be construed as compelling the Union to  
25 submit a grievance to arbitration.
  - 26
  - 27 8. No reprisals of any kind shall be taken against any participant in the  
28 grievance procedure by reason of such participation.
  - 29
  - 30 9. Grievance files shall be filed separately from other files of the teacher.
  - 31
  - 32 10. Necessary forms for the filing of grievances shall be mutually agreed to  
33 by the Union and the Board. Costs incurred in the printing, supply, and  
34 required distribution of such forms shall be shared equally by the Union  
35 and the Board.
  - 36
  - 37 11. Any claim or grievance arising under the Agreement while said  
38 Agreement is in force shall be processed through the grievance  
39 procedure until its resolution.
  - 40
  - 41
  - 42
  - 43
  - 44

1 **ARTICLE V - UNION RIGHTS**

2  
3 **Section A - Leave for Union Service**

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

- 8
- 9 1. No less than one (1) workday may be taken at any one time.
  - 10
  - 11 2. No more than two (2) teachers shall be absent from any single worksite  
12 at the same time.
  - 13
  - 14 3. Substitute cost incurred as a result of seven (7) such days shall be  
15 borne by the Board.
  - 16
  - 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
  - 20 5. No more than four (4) days notice shall be required for such leave  
21 application.
  - 22
  - 23 6. No more than eleven (11) days of such leave shall be taken by any one  
24 teacher during any given school year. No more than five (5) of such  
25 days may be taken consecutively.
  - 26

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

34

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

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

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

7  
8 If other activities directly related to this Agreement and mandated by law or this  
9 Agreement are conducted during the regular teacher workday, leave of absence  
10 sufficient to conduct such necessary activities shall be granted to the affected  
11 teachers without loss of pay or accumulated leave.

12  
13 **Section C - Bulletin Boards**

- 14 1. The Board shall make available for exclusive use by the Union one (1)  
15 bulletin board located in the main faculty lounge or easily accessible in  
16 proximity of teachers' mailboxes at each school for posting of official  
17 Union material properly identified as such.
- 18  
19 2. Concurrently, a courtesy copy of such material shall be provided to the  
20 principal and sent via Union courier, fax, or U.S. Mail to the Director of  
21 Labor Relations or designee.
- 22  
23 3. Campaign literature of a candidate for public office shall not be  
24 distributed through the Board's courier service, posted on a Union  
25 bulletin board, or placed in a teacher's mailbox.
- 26  
27 4. The Union shall provide the principal with the name in writing of the  
28 bargaining unit member who is designated by the Union as having the  
29 responsibility to post such material. A district-wide master list of  
30 teachers so designated shall be delivered to the Director of Labor  
31 Relations upon request in writing two (2) times per year. Such list shall  
32 contain the name and work location of each person designated.

33  
34 **Section D - Union Meetings**

35 The Union shall have the right to use school buildings for meetings with  
36 members of the bargaining unit, provided notice of such meetings shall be  
37 submitted to the principal no less than two (2) workdays prior to the date of the  
38 requested meeting. The use of such building shall be without charge except for  
39 additional costs, which may be incurred in connection therewith. Such additional  
40 costs shall be stated on the approved building use permit. This paragraph shall  
41 not be applicable to any use by the Union for fund raising or any meeting or  
42 activity involving more than twenty (20) persons where less than ninety percent  
43 (90%) of those in attendance are employees of the Board. The Union shall be  
44 responsible for any damage, which may be incurred in connection with such

1 usage. The use of such facilities hereunder shall also be contingent upon such  
2 causing no interference with the instructional matters of the school district.

3  
4 A meeting hereunder which has been scheduled shall not be cancelled by the  
5 principal unless no other course of action is reasonably available to effectuate  
6 the needs of the school. Provided one such meeting per month may be held  
7 during the teacher workday, but outside the normal student day. Such meetings  
8 held during the teacher workday shall be scheduled by the principal and BFT  
9 building representative at a mutually agreed upon time. Under no circumstances  
10 shall this language be interpreted that the Union shall not have the right to such  
11 meetings.

### 12 **Section E - Distribution of Literature**

- 13
- 14 1. The Union shall have the right to place material dealing with Union  
15 business in the teachers' mailboxes provided that the following  
16 conditions for using such mailboxes are met:  
17
    - 18 a. Union materials shall be designated as Union matter and dated  
19 where possible to show date of publication.
    - 20 b. Union material in bulk shall only be placed in or near the mailboxes.
    - 21 c. Concurrently, a courtesy copy of such material shall be provided to  
22 the principal and sent via courier or U.S. Mail to the Director of  
23 Labor Relations or designee.  
24  
25  
26

### 27 **Section F - Superintendent - Union Conferences**

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

### 37 **Section G - School Visitation by Union Representatives**

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

- 40 1. The Union shall provide the Director of Labor Relations the names in  
41 writing of the persons who are authorized by the Union to participate in  
42 such visits provided that the Union shall only alter the list three (3)  
43 times each school year.  
44

- 1           2. Immediately upon arrival at the school site, the Union representative  
2 shall report to the reception area of the administrative offices and shall  
3 indicate to the principal the purpose for such visit.  
4
- 5           3. Such visitation shall in no way disrupt or interfere with educational  
6 procedures or programs.  
7
- 8           4. No more than three (3) Union representatives, not to include the Union  
9 building representative, shall be present in any single work location at  
10 any one time.  
11
- 12          5. Such visitations shall not be used for tax sheltered annuity  
13 presentations or partisan political activity.  
14
- 15          6. The parties agree to make financial information available to teachers  
16 which will aid in their personal financial planning. The intent of such  
17 information is to provide financial planning information to employees  
18 rather than promote any company or individual's business opportunity.  
19

#### 20 **Section H - Union Representation at Board Meetings**

- 21          1. The Union shall have the right to request to be placed on the Board  
22 agenda at all regular Board meetings. The Board shall provide the  
23 Union at no cost with one (1) copy of the materials relating to all public  
24 Board meetings which are generally distributed to the press at a time  
25 after said materials are made available to the Board, but no later than  
26 when materials are distributed to the press for any regular meeting of  
27 the Board. A copy of the minutes of the Board shall be made available  
28 on the district website.  
29
- 30          2. The Board shall post on the district website a summary agenda of  
31 regular Board meetings.  
32

#### 33 **Section I - Union Representation on Board Committees**

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

1 calendar days of his/her receipt of such list. If the Union President wishes to  
2 select a teacher who is not on the anticipated committee list, he/she may do so  
3 and that teacher will be added to the committee as the Union representative.  
4 Such Union selected teacher shall meet the district requirements for committee  
5 participation prior to such appointment as the Union representative.

6  
7 **Section J - Teacher Directory**

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

12  
13 **Section K - Union Dues Deduction**

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

- 16 1. The teacher submits a written dues deduction authorization, which is  
17 received in the Board finance office no later than the first day of the  
18 month in which deductions are to begin.
- 19  
20 2. Such authorization is submitted on a form that is mutually acceptable to  
21 the Board and the Union and supplied by the Union at no cost to the  
22 Board.
- 23  
24 3. The Union shall certify in writing to the Board the amount to be  
25 deducted from each check for each payroll period provided that such  
26 dues shall not be changed more than one (1) time during the fiscal  
27 year. Notice of such change shall be received in the Board finance  
28 office no later than forty-five (45) calendar days prior to the payroll  
29 date on which such change is to become effective.
- 30  
31 4. The authorization for deduction shall remain in effect until a written  
32 revocation from the teacher is received by the Board and the Union at  
33 least thirty (30) calendar days in advance of the payroll date on which  
34 the deductions are to cease. Termination of employment shall  
35 constitute a revocation.
- 36  
37 5. All dues collected in this matter shall be remitted to a designated Union  
38 official or designee within ten (10) workdays following such deduction.  
39 Costs incurred by the Board in making such deductions shall be borne  
40 by the Board. The Union agrees to indemnify and hold harmless the  
41 School Board and its members, all of its agents and employees against  
42 any and all loss arising from any claims, suits, demands, or other  
43 actions arising from any action taken hereunder.
- 44

1 **Section L - Other Deductions**

2 The Board agrees to deduct a uniform deduction and/or assessment for Union  
3 insurance programs from the paycheck, provided such deduction shall be  
4 authorized in writing by the teacher and the amount authorized shall remain  
5 uniform for the entire school year. All of the other provisions of Section K of this  
6 Article shall also be applicable to this deduction, except that the amount  
7 deducted for an individual insurance program shall not vary during the fiscal  
8 year. The amount deducted shall be transmitted to the Union along with the  
9 Union dues. The Union shall be responsible for the disbursement of such funds.  
10 The amount of such deduction shall be added to the amount of dues deducted  
11 pursuant to Section K and the total reflected on the payroll stub, under the  
12 category of Union dues, provided that should a separate additional slot become  
13 available on such payroll stub, the Board shall report such deduction(s) pursuant  
14 to this Section separately as soon as procedures necessary for such change can  
15 be accomplished.

16  
17 **Section M - Time on Agenda of Faculty Meetings**

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

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

35  
36 **Section N - Use of School Supplies and Equipment**

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

- 41 1. The Union shall reimburse the Board the cost of all materials used and  
42 any per-copy cost incurred by the Board.



- 1 3. If any teacher shall be disciplined, i.e. demoted, suspended other than  
2 pursuant to dismissal, or suffer loss of pay, such discipline shall be for  
3 just cause and may be challenged pursuant to the provisions of Article  
4 IV of this Agreement.  
5 As used herein, "demoted" shall not be construed to include a  
6 determination of the Board to change any differentiated pay position  
7 assignment or extracurricular duty assignment.  
8  
9 4. If it shall be ascertained that the disciplinary action taken against a  
10 teacher resulted in loss of salary or other benefits without justification,  
11 the teacher shall be restored such salary or other benefits to the extent  
12 feasible. Such restoration shall include placement on the salary  
13 schedule so that the teacher's salary shall be no less than the amount  
14 that he/she was scheduled to receive prior to disciplinary action.  
15  
16 5. Teachers who no longer are employed by the Board shall retain the  
17 right to grieve alleged violations of this Agreement, which occurred  
18 during their employment or concurrent to their involuntary termination,  
19 subject only to the provisions of Article IV.  
20

21 **Section B - Calendar**

- 22 1. The regular school year of all Type "E" employees covered by this  
23 Agreement shall consist of no more than one hundred eighty (180)  
24 student days and one hundred ninety-six (196) teacher days inclusive of  
25 paid holidays.  
26  
27 2. Time spent at parent-teacher conferences which are scheduled on the  
28 school calendar as adopted by the Board is not subject to additional  
29 financial compensation. Such time spent at parent-teacher conferences  
30 shall be accruable subject to the compensatory time provisions of this  
31 Agreement.  
32  
33 3. The following days shall be designated as paid teacher holidays during  
34 the Fiscal Year 2010-2011:  
35  
36 a. September 6, 2010  
37 b. November 25, 2010  
38 c. November 26, 2010  
39 d. December 31, 2010  
40 e. January 17, 2011  
41 f. April 22, 2011  
42  
43 4. Two selected Wednesdays scheduled before the end of the school year  
44 shall be for teachers planning/preparation which may include

1 accountability activities, implementation and monitoring of School  
2 Improvement Plans, parent conferences, department/team/planned  
3 learning communities (PLC) meetings, area articulation meetings, other  
4 collaborative interactions as determined by teachers and administrators  
5 at the school. The early release program shall be implemented in a  
6 manner that ensures compliance with Florida Statutes in regard to  
7 instructional time. Instructional staff is required to complete the regular  
8 school day on early release days and may not shorten their day except  
9 when the administrator has provided approved leave for a specific  
10 purpose. This is a pilot program for the 2010-2011 school year.

- 11
- 12 5. It is the intent that the three (3) shortened student days at the end of  
13 each semester be utilized for those activities required to complete the  
14 student evaluation process. The teacher workday between semesters  
15 shall be for the purpose of uninterrupted teacher planning and  
16 preparation.
- 17
- 18 6. Except for reporting at the end of the first semester and the end of the  
19 last semester, provided that grades are not due before the end of the  
20 workday, teachers shall have no less than two (2) workdays after the  
21 end of the grading period to prepare grades before turning in such  
22 grades to the administration and/or school office.
- 23
- 24 7. Elementary schools may develop through the School Advisory  
25 Committee, for submission through the district waiver process, a plan  
26 for an amount of time during the teacher workweek where teachers and  
27 parents may confer and teachers may plan together or individually. The  
28 waiver process and form will be made available to the chairperson of  
29 the School Advisory Committee and the Union office.
- 30
- 31 8. A principal shall inform teachers of their end of the school year checkout  
32 obligations no later than two weeks prior to the last scheduled student  
33 day.
- 34

35 **Section C - School Day**

- 36 1. A teacher shall be entitled to a daily duty-free lunch period of no less  
37 than thirty (30) minutes inclusive of the time to escort students to the  
38 cafeteria, provided teachers assigned to self-contained exceptional  
39 education classes shall be entitled to such duty-free lunch when  
40 feasible. The forty (40) hour workweek shall be inclusive of the daily  
41 lunch period. It is not the intent of the Board herein to preclude  
42 reasonable duty-free lunch time not provided herein, where such may  
43 be reasonably provided nor to preclude a principal from implementing  
44 an alternative method of providing such duty-free lunch to a teacher for

1 whom duty-free lunch is not provided herein. All schedules for  
2 teachers' lunch shall reflect the thirty (30) minutes provided for duty-  
3 free lunch and may include the statement that the thirty (30) minutes  
4 will include time to escort students to the cafeteria.  
5

6 a. The principal is encouraged to consider the availability of all  
7 nonbargaining unit personnel when assigning supervisory lunch  
8 room duties.  
9

10 b. Teachers of resource exceptional education classes shall not be  
11 required to serve lunchroom supervision longer than a time equal  
12 to the length of time allotted for individual students' lunch periods.  
13

14 c. If a principal decides to close the school library in order for the  
15 Media Specialist to serve lunchroom supervision, the principal is  
16 encouraged to seek alternative procedures which will allow the  
17 media center to remain open during such lunch serving time.  
18

19 2. Except as provided herein, teachers who are assigned to teach in  
20 elementary schools, middle schools, junior high schools, or high schools  
21 shall be scheduled for a period of uninterrupted preparation time.  
22

23 a. The use of such preparation time shall normally be for the purpose  
24 of teacher preparation, student staffing, individual parent  
25 conferences, department meetings, evaluation conferences, and  
26 the like. It is not the intent of the parties for planning time to be  
27 used for those purposes, which could be better accomplished by  
28 utilizing a school-wide faculty meeting.  
29

30 b. In the event a principal assigns a teacher to the class or classes of  
31 an absent teacher and/or the teacher loses his/her preparation  
32 time as a result of an assignment, compensatory time equal to the  
33 amount of lost preparation time shall be made available to the  
34 affected teacher for such preparation time.  
35

36 c. The length of preparation time for teachers in middle schools,  
37 junior high schools, and high schools shall normally be equal to the  
38 length of the students' class period on the day preparation time is  
39 granted. Except for schools with block scheduling, preparation time  
40 for part-time teachers shall be scheduled pro rata.  
41

42 d. Teachers in elementary schools shall be scheduled for no less than  
43 two hundred sixty (260) minutes of preparation time during each  
44 full five (5) day workweek. Sixty (60) of the two hundred sixty

1 (260) minutes may be outside the normal student day. If the  
2 workweek is less than five (5) days, such preparation time shall be  
3 reduced pro-rata fifty-two (52) minutes per day for each day  
4 students are not scheduled to attend full time. It is the intent of the  
5 parties that the allowance to schedule sixty (60) minutes of  
6 planning time as provided herein, should not be used to lower the  
7 amount of planning that has normally been scheduled during the  
8 student day.  
9

- 10 e. Except as otherwise provided herein, preparation time as provided  
11 herein shall be scheduled within the six and one-half (6 1/2) hour  
12 period of time immediately following the beginning of the normal  
13 student day.  
14
- 15 f. Classroom teachers assigned to teach in elementary schools shall  
16 have two (2) of their five (5) forty (40) minute weekly preparation  
17 times as "No meeting zones" for uninterrupted preparation time.  
18 Each school will determine which days each week will be so  
19 designated. Except in an emergency, the principal shall not adjust  
20 the schedule.  
21
- 22 g. Vocational Teachers with multi-period blocks of classes and/or  
23 other teachers not normally assigned to class groups shall not be  
24 entitled to preparation time as described herein. This latter group  
25 includes, but is not limited to, counselors, occupational specialists,  
26 alternative education teachers, area counselors, resource teachers  
27 and media specialists not assigned a full class load. Multi-period  
28 blocks of classes as used herein shall mean only those instances in  
29 which a teacher's classes are scheduled in multi-period blocks for  
30 the entire student day, e.g. three (3) classes of two (2) period  
31 blocks in a six (6) period day. Provided that in the event of an  
32 emergency, planning time as provided herein for an exceptional  
33 education teacher may not be provided.  
34
- 35 h. It is not the intent of the Board herein to preclude reasonable  
36 preparation time for teachers not covered herein, where such  
37 preparation time may reasonably be provided.  
38
- 39 i. A teacher who is not assigned to the extended day program as  
40 provided herein and is scheduled for more than one (1) daily non-  
41 teaching period may be assigned to perform other duties as  
42 required during no more than two (2) of such additional daily non-  
43 teaching periods per teacher workweek.  
44

- 1 j. A teacher assigned to teach in the four-period block schedule may  
2 be assigned by the principal for up to ninety (90) minutes per week  
3 in increments of no greater than forty-five (45) minutes a day to  
4 perform other duties to maintain the orderly function of the school.  
5
- 6 k. Every reasonable effort shall be made to provide teachers required  
7 to attend a staffing with no less than ten (10) working days  
8 notice.  
9
- 10 3. A teacher may leave the school site during his/her workday after  
11 signing out (manually or electronically) and notifying the principal or  
12 designee.  
13
- 14 4. The normal teacher workweek shall not exceed forty (40) hours  
15 inclusive of a daily thirty (30) minute lunch period except in an  
16 emergency and/or compensatory time. Every effort shall be made not  
17 to move a teacher from a primary to an intermediate assignment or  
18 from an intermediate assignment to a primary assignment or more than  
19 two grade levels from his or her current assignment without the consent  
20 of the teacher. Every effort shall be made not to move a secondary  
21 teacher more than two grade levels, or out of or into specialized  
22 programs without the consent of the teacher. Every effort shall be  
23 made to not give a secondary teacher a third preparation.  
24
- 25 a. If the teacher workweek shall be less than five (5) days as a  
26 consequence of an official school recess or holiday, the normal  
27 workweek shall be reduced pro-rata from paragraph 4 above.  
28
- 29 b. Adjustments to the workweek shall be allowed only when the  
30 length of the work assignment(s) does not cumulatively exceed  
31 thirty (30) minutes in a normal workweek.  
32
- 33 c. Assignments beyond the thirty (30) minutes in such workweek are  
34 subject to the compensatory time provisions of this Agreement.  
35
- 36 5. In the event a teacher is assigned to work beyond the normal forty (40)  
37 hour workweek, then compensatory time shall be accrued by the  
38 teacher. The rules for accrual of compensatory time shall be as follows:  
39
- 40 a. In the event a teacher meets with a parent of his/her students and  
41 such meeting causes the teacher to extend his/her forty (40) hour  
42 workweek, time spent at the parent conference shall be subject to  
43 compensatory time provided that the principal and teacher have  
44 prior mutual agreement that such parent conference time will

1 qualify for compensatory time. Parent conferences as used herein  
2 are those parent conferences in addition to those found on the  
3 school calendar as adopted by the Board. The requirement of  
4 "prior mutual agreement" may be met by the principal establishing  
5 a building policy.  
6

7 b. In the event a principal assigns a teacher to perform duties which  
8 require him/her to return to school for evening functions (e.g. open  
9 houses, individual parent conferences, other such functions), time  
10 spent at such assignments shall be accruable to compensatory  
11 time. This does not preclude a teacher from applying for  
12 compensatory time accrual for other duties beyond the forty (40)  
13 hour workweek.  
14

15 c. Requests to accrue compensatory time shall be submitted within  
16 seven (7) workdays of the event and the principal shall act on the  
17 request within four (4) workdays of submission by returning the  
18 signed form. In the event the principal does not act on any  
19 request for accrual of compensatory time within the specified time  
20 frame the request shall be considered approved.  
21

22 d. On any day that teachers are required or have mutually agreed  
23 with the principal to return to school for evening activities, teachers  
24 shall be released as soon as the student day has ended and  
25 student supervisory duties have been completed.  
26

27 e. In the event a teacher transfers during the school year from one  
28 school to another, any unused compensatory time shall transfer  
29 with the teacher subject to the following condition: Written  
30 verification of accrued compensatory time shall be provided from  
31 the sending principal to the receiving principal at the time of the  
32 transfer.  
33

34 f. Compensatory time shall only be accrued during the school year in  
35 which it is earned.  
36

37 g. In the event a teacher transfers from one school to another, any  
38 unused compensatory time shall transfer with the teacher subject  
39 to the following condition: Written verification of compensatory  
40 time earned shall be provided from the sending principal to the  
41 receiving principal at the time of the transfer.  
42

43 6. The rules governing the utilization of compensatory time shall be as  
44 follows:

- 1 a. Except as otherwise provided herein, compensatory time shall only  
2 be utilized during the school year in which it is earned. Teachers shall  
3 be given the opportunity to utilize their compensatory time, as provided  
4 herein, and compensatory time shall not be carried forward from one  
5 school year to another except as provided.  
6
- 7 b. Teachers shall submit a written request to the principal for utilization.  
8 The written request must be received by the principal no earlier than  
9 forty (40) calendar days prior to and no later than two (2) school days  
10 prior to the date compensatory time, if approved, is to be utilized.  
11
- 12 c. The principal shall act on requests for the utilization of compensatory  
13 time within one (1) school day, if submitted two (2) school days prior  
14 to the utilization. Other requests shall be acted upon within two (2)  
15 school days of the request. In the event the principal does not act on  
16 any request for the utilization of compensatory time within the  
17 specified time frames, the request shall be considered approved. In  
18 circumstances where the requesting teacher is not assigned to the  
19 same worksite as his/her principal, such responses shall be extended  
20 to three (3) school days. When a teacher applies for compensatory  
21 time two (2) or more school days prior to the day compensatory time  
22 is requested to be utilized, the teacher cannot be required to supply  
23 his/her own substitute as a condition of approval for such  
24 compensatory time request.  
25
- 26 d. Time limits may be waived by the principal without precedent and at  
27 his/her discretion.  
28
- 29 e. Failure of a teacher to utilize approved compensatory time may result,  
30 at the principal's discretion, in the reduction of such time from the  
31 teacher's accrued compensatory time balance.  
32
- 33 f. Up to fifteen (15) hours of unused compensatory time shall be carried  
34 forward to the next school year.  
35
- 36 g. Up to sixteen (16) hours of accrued compensatory time shall be made  
37 available to a that teacher for utilization during the normal student day  
38 Nothing contained herein shall preclude a principal from approving  
39 utilization of compensatory time during the student day beyond the  
40 minimum guaranteed amount of sixteen (16) hours.
- 41 h. Nothing contained herein shall be construed as precluding a principal  
42 from allowing the utilization of compensatory time on a non-student  
43 attendance day as reflected on the school calendar as adopted by the  
44 Board.

- 1 i. In the event a principal denies the utilization of accumulated  
2 compensatory time on an inservice day or on a post planning day as  
3 scheduled on the school calendar as adopted by the Board, such denial  
4 shall give the affected teacher(s) the right to use, at his/her option,  
5 compensatory time in lieu of and for the same purpose(s) as sick leave.  
6 The amount of any such compensatory time utilized as sick leave shall  
7 be no more than an amount equal to the time designated by the Board  
8 for the affected inservice day or post-planning day. Provided that any  
9 sick leave taken on an inservice day or post-planning day shall be  
10 deducted from the accrued sick leave balance of the teacher.  
11
- 12 j. In the event a teacher chooses to utilize compensatory time in lieu of  
13 sick/personal leave as provided herein, such teacher shall be given a  
14 verification of such time being so charged to his/her compensatory time  
15 balance.  
16
- 17 7. As used herein, the normal teacher workweek shall not include time  
18 devoted to performance of duties for which compensation is received  
19 pursuant to The Schedule of Differentiated Pay for Extracurricular and  
20 Differentiated Pay Compensation. If such assignment is not included in  
21 the Schedule of Differentiated Pay, the amount paid for such  
22 assignment shall be as determined by the Board.  
23
- 24 8. Reimbursement of mileage for teachers required to travel to another  
25 school(s) during the normal workday is as follows: After reporting for  
26 duty at a school, if the teacher is required during the normal workday to  
27 travel to another school(s), the teacher shall be reimbursed for mileage  
28 between the first school and the other school(s), and between the last  
29 school and return to the original school or to the teacher's home,  
30 whichever shall be the lesser.  
31
- 32 a. Employees who regularly travel among the various schools and  
33 other location in the county to perform their official duties, will be  
34 eligible for reimbursement beginning with the first stop of the work  
35 day unless the first stop is farther from their home than their  
36 established work site.  
37
- 38 b. If the first stop of the day is farther from the employee's home  
39 than the established work site, the employee will be eligible for  
40 mileage reimbursement for the difference between the work site  
41 and the first stop of the day.  
42

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

1 the intent of this language that all teachers shall have the same  
2 schedule for the additional two and one half (2-1/2) hours.  
3

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

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

- 1 f. Among the factors to be considered in the selection of teachers for  
2 such optional class assignments shall be the following:  
3 1) area(s) of certification  
4 2) current and prior teaching experience  
5 3) differentiated pay position(s) held  
6  
7 g. Such teachers shall be compensated pursuant to Article XVIII,  
8 Section H, Schedule of Differentiated Pay.  
9
- 10 10. Lesson Plans are required. The format for plans shall be decided by the  
11 teacher for the purpose of working with his/her students and shall  
12 include sufficient information for substitutes and evaluators. Teachers  
13 leaving the district or transferring to another school shall turn in their  
14 lesson planbooks and/or gradebooks to the principal as part of the  
15 checkout procedure. Routine submission of lesson plans shall not be  
16 required except in the following instance: when the performance of the  
17 teacher has been less than satisfactory. In this event, format and  
18 content may be part of an assistance plan. Lesson plan restrictions shall  
19 be waived for all "D" and "F" schools until they have regained at least  
20 "C" status.  
21
- 22 11. The parties agree that the provision for student supervision is primarily  
23 the responsibility of the professional employees in order to ensure a  
24 safe school environment. Supervisory duty assignments and  
25 supervisory duties for teacher restroom breaks shall be reviewed by the  
26 principal and a faculty committee to ensure adequate supervision and  
27 equitable distribution of assignments. Faculty volunteers to the  
28 committee will be sought.  
29
- 30 12. The requirements and procedures for teacher attendance at Board-  
31 adopted district inservice days as reflected on the Board-adopted district  
32 calendar shall be as follows: Teachers shall attend inservice programs  
33 held on inservice days except as provided below.  
34
- 35 a. When district records show that a teacher has had, within the three  
36 (3) previous years, a specific inservice experience, which is being  
37 required, the teacher may attend at his/her option.  
38
- 39 b. Upon a review of the inservice programs offered on a specific  
40 inservice day, the teacher and his/her principal mutually agree that  
41 the programs offered on that day do not contain activities which  
42 would beneficially apply to the responsibilities of the teacher or the  
43 teacher has renewed his/her certificate for that school year, the  
44 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 15. The Ed-Line portal and electronic gradebook (GradeQuick) shall be used  
16 in lieu of paper grade books. The teacher of record will input and  
17 upload to the Ed-Line portal grades or content weekly for parents to  
18 review. Grades reported in the areas of Art, Music, Physical Education  
19 or specialized programs may vary. On-going training shall be made  
20 available to teachers.

21  
22 16. The parties agree that with growing use of technology, there is a  
23 reduced need for paperwork. Every effort shall be made to eliminate  
24 the need for multiple entry of data.

25  
26 17. No teacher shall be required to apply for an award, or retaliated against  
27 for not applying for an award, for his/her school(s) or department(s),  
28 for which they are ineligible.

29  
30 **Section E - Vacancies and Promotional Vacancies**

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

35  
36 2. The assistant superintendent for Human Resources Services or designee  
37 shall post, on the district website a listing of all current teacher and  
38 promotional vacancies.

39  
40 3. The Board agrees to notify applicants and Union of the Board's decision  
41 regarding the filling of such vacancy(ies) provided that the applicant  
42 and Union have submitted a stamped self-addressed envelope with  
43 his/her application.

- 1 4. No promotional vacancy, except vacancies which exist at the level of  
2 superintendent's staff, shall be permanently filled until all teachers who  
3 have properly submitted applications and who meet the qualifications as  
4 reflected on the posted notice have been given the opportunity to be  
5 interviewed.  
6
- 7 5. For the Purpose of Promotion
  - 8 a. A notice of promotional vacancy shall set forth the qualifications,  
9 primary requirements, duties, and other pertinent information and  
10 the date by which the applicant must file the application. Such  
11 notice shall also include information indicating the salary range for  
12 the position and procedures for application.  
13
  - 14 b. Promotional vacancies shall be positions on the Administrative and  
15 Support Salary Schedule as adopted by the Board.  
16
  - 17 c. A notice of promotional vacancy shall reflect the anticipated  
18 location of the vacancy if known.  
19
- 20 6. A notice of instructional task forces and workshops to be appointed  
21 shall be posted in each school at least fifteen (15) calendar days prior to  
22 the closing of the application period for appointment thereto. Such  
23 notice shall include the criteria pertinent to the appointment. In filling  
24 such positions consideration shall be given to the prior opportunity of  
25 teachers to serve on such similar task forces and workshops so that  
26 they may be shared equitably among qualified teachers seeking such  
27 appointments.  
28
- 29 7. Upon written request, teachers shall be granted interviews for all posted  
30 vacancies for which they qualify before such vacancies are filled.  
31
- 32 8. Training for ESOL/META endorsement shall be the District's  
33 responsibility. Upon ratification of this agreement, for each person who  
34 qualifies for the ESOL endorsement through the 300-hour district ESOL  
35 Add-On Certification Program, the District will fund the \$56.00  
36 application cost to the Department of Education. This payment is not  
37 retroactive.  
38

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

- 40 1. Voluntary Transfer from School to School
  - 41 a. A teacher who desires a change from his/her assigned school to  
42 another school in the district may request such reassignment by  
43 properly submitting in writing the request to the area  
44 superintendent with a copy of the request to his/her principal.

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- b. In the event that a teacher desires a transfer at the end of the regular school year, the teacher shall submit a written request that will be filed with the area superintendent, with a copy to the principal, for active consideration throughout the period that school is not in regular session. The teacher shall be responsible for notifying the principal of an address and telephone number at which the applicant can be reached during the above period.
  - c. Two teachers may voluntarily change positions or schools with the approval of the area superintendent.
  - d. When approving or disapproving a request for voluntary transfer, the Board agrees to include among the factors to be considered the following:
    - 1) Whether the teacher has been involuntarily transferred within the two (2) year period of time immediately preceding the year in which the voluntary transfer, if approved, would take place.
    - 2) The length of time the teacher requesting voluntary transfer has been assigned to his/her current teaching responsibilities or his/her current school site.
  - e. In the event a teacher requests a voluntary transfer as provided herein and such request is denied, the teacher shall be provided an opportunity to confer with the Superintendent regarding the denial. The superintendent shall give reasons for denial and upon request by the teacher a Union representative shall be present.
  - f. In April of each year, schools will compile a list of anticipated vacancies for the next school year. The lists will be assembled at the District and then placed on Share Point. This will allow Continuing Contract (CC) teachers and Professional Service Contract (PSC) teachers a two-week opportunity to interview for possible transfer.
2. Reassignments Within a School
- a. A teacher shall have the right to request reassignment within the same school to which he/she is assigned.
  - b. Teachers may voluntarily change positions with other teachers within a school with approval of the principal.

1           3. Involuntary Transfer

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

5           a. The principal shall inform the faculty of the necessity to reduce  
6           continuing contract and professional services contract teachers and  
7           provide the faculty with the opportunity to request transfer to fill a  
8           vacancy at another school.

9  
10          b. Prior to the reappointment of any annual contract teachers, all  
11          continuing contract and professional services contract teachers, in  
12          the district, shall be assigned to a position. Provided that in the  
13          event there is no continuing contract teacher or professional  
14          services contract teacher certified in a field in which there is a  
15          vacant position, an annual contract teacher may be appointed to fill  
16          such position.

17  
18          c. A listing of teacher vacancies shall be posted at each school, which  
19          is reducing continuing contract or professional services contract  
20          teachers. The list shall be made available to all teaches on Share  
21          Point, or other internal electronic means, no later than the first day  
22          of the transfer period.

23  
24          d. If a teacher who volunteers to transfer to a vacancy meets the  
25          certification requirements for such vacancy, such teacher shall be  
26          given the opportunity to interview for the vacant position. Provided  
27          a request for such interview is made to the appropriate principal  
28          within a five (5) workday period immediately following the faculty  
29          notification as provided in paragraph 1 herein. The teacher must  
30          concurrently notify his/her current principal of such interview  
31          requests.

32  
33          e. The teacher shall receive notification of the interviewing principal's  
34          decision regarding such transfer request.

35  
36          f. In the event such transfer request is denied, the teacher shall have  
37          the right to meet with the superintendent and advance reasons  
38          why such voluntary transfer should be granted. A request for such  
39          meeting shall be in writing and shall be filed no later than five (5)  
40          workdays after notification of the denial of the transfer request is  
41          provided to the teacher.

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- g. If the Board effectuates a reduction of continuing contract and professional services contract teachers by involuntary transfer, the following procedures shall be followed:
  - 1) If within five (5) workdays after faculty notification as provided in paragraph 1 herein, there remains the necessity to reduce continuing contract or professional services contract teachers, the Board shall give written notification to the selected teacher of the Board's intent to involuntarily transfer him/her. Within five (5) workdays of such notification, a teacher so selected shall be granted an interview in the same manner and within the same guidelines as provided to teachers who have volunteered for transfer as provided herein.
  - 2) A teacher so selected shall have the right to meet with the superintendent and advance reasons why such involuntary transfer should not occur. A request for such meeting shall be filed no later than five (5) workdays after notification of such involuntary transfer.
  - 3) A teacher whose involuntary transfer becomes effective at the beginning of the next school year shall have the option to return to the school from which he/she was involuntarily transferred provided the position from which he/she was transferred becomes vacant prior to the beginning of such next school year or the beginning of the second semester of the next school year. The term "position" as used herein shall mean the same or substantially the same teaching assignment from which the teacher was involuntarily transferred.
- h. In the event the Board determines to transfer a teacher for reasons other than declining enrollment, the following procedures shall apply:
  - 1) Upon notification, the teacher will be given the opportunity to voluntarily transfer fifteen (15) days prior to the date of the transfer provided the teacher receives a complete list of available positions at the beginning of the fifteen (15) day window.
  - 2) The teacher who volunteers will be given priority over new hires in the affected teacher's field of certification in those schools at which the teacher has sought an interview.
- i. In the event the teacher does not choose to volunteer, the following procedures will apply:

- 1                    1) The teacher shall receive written notification as soon as the  
2                    final decision to effectuate such transfer is made.
- 3
- 4                    2) The reason(s) for such transfer shall be contained in such  
5                    notification.
- 6
- 7                    3) The teacher shall be given the opportunity to meet with the  
8                    Superintendent for the purpose of advancing his/her reasons  
9                    why such transfer should not take place.
- 10
- 11                  4. In the event the Board decides to close a school for the following school  
12                  year, Continuing Contract (CC)/Professional Services Contract (PSC)  
13                  teachers at the affected school shall have a separate transfer period that  
14                  shall end no later than the beginning of the first voluntary transfer  
15                  period as described in Article VI, Section F. I. (f). Before such transfer  
16                  period, it shall be determined to which school(s) students from the  
17                  closing school will transfer. Teachers shall be allowed to interview at  
18                  the school(s) that are to receive students from the closing school. Every  
19                  reasonable effort shall be made to place CC/PSC teachers at the  
20                  receiving schools, as long as there are positions available that match  
21                  certifications. Teachers may then participate in voluntary transfer  
22                  periods.

### 23                  **Section G - Teacher Evaluations**

- 24
- 25                  1. A teacher shall be apprised of the Board's formal evaluation procedures.  
26                  Such appraisal shall be scheduled during preplanning provided that a  
27                  teacher who is employed after the preplanning period shall be similarly  
28                  apprised prior to the implementation of such procedures relative to the  
29                  evaluation of such teacher. Appraisal as required in this paragraph shall  
30                  include the teacher appraisal system, as well as any checklist type of  
31                  form that an individual principal may determine to use in a particular  
32                  school.
- 33
- 34                  2. Observations of a teacher's performance for the purpose of formal  
35                  evaluation shall be conducted either singularly or in combination by a  
36                  school administrator(s), district level administrator(s), or other qualified  
37                  persons, except other bargaining unit personnel, who may be  
38                  specifically requested by the Board to assist in such observation(s). If  
39                  an evaluator is used who is not regularly assigned to work in the same  
40                  school as the teacher being evaluated, such evaluator shall be identified  
41                  to the teacher prior to such evaluation.
- 42                  3. All formal observations shall be conducted with the knowledge of the  
43                  teacher.
- 44

- 1           4. Any observation which is to be utilized as part of a formal evaluation  
2           shall be of no less than twenty (20) consecutive minutes in length and  
3           no longer than the period of time that the particular class or activity is  
4           in session, and shall be reduced to writing. Any other observations of a  
5           teacher's performance which are to be utilized in the evaluation of such  
6           teacher's performance shall be in writing and provided to the teacher  
7           within five (5) working days..  
8
- 9           5. Formal observations shall be discussed with the teacher within ten (10)  
10          workdays following the observations. The purpose for such discussion  
11          shall be for the evaluator and teacher to examine the teacher's  
12          strengths and weaknesses and possible assistance to be given and  
13          means for improvement of those strengths and weaknesses. Such  
14          evaluation shall not be discussed with nor displayed in front of students  
15          or parents, provided this paragraph shall not be applicable to any Board  
16          meeting. The teacher shall be provided a signed copy of the formal  
17          evaluation within twenty-four (24) hours of the discussion.  
18
- 19          6. Teachers shall be provided with a copy of all written observation  
20          records and shall be given the opportunity to submit written comments  
21          regarding such records for attachment thereto, provided such  
22          comments are submitted within fifteen (15) workdays of the receipt by  
23          the teacher of the observation record.  
24
- 25          7. No later than three (3) weeks following the receipt of the Florida  
26          Comprehensive Achievement Test (FCAT) scores and date of June 30,  
27          whichever is later, the final recommendation as to whether a teacher  
28          eligible therefore should be advanced to professional services contract  
29          will be furnished to the teacher along with a copy of the final written  
30          evaluation report.  
31
- 32          8. A planned practice of using the intercommunications system in a school  
33          for the purpose of gathering information to be used in the evaluation of  
34          that teacher shall not be allowed.  
35
- 36          9. For the purposes of this section, "formal observation" and "formal  
37          evaluation" shall mean, respectively, the observations and procedures  
38          conducted for the primary purpose of judging teacher performance.  
39
- 40          10. In the event a teacher receives an overall rating of "Unsatisfactory" on  
41          his/her annual formal evaluation, he/she will have been observed for no  
42          less than two (2) twenty (20) minute periods as provided herein. The  
43          term "overall rating of unsatisfactory" as used herein shall mean as  
44          described in the adopted District Performance Appraisal Plan.

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

#### 24 **Section H - Personnel Files**

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

- 1 4. Anonymous information shall not be placed in a teacher's personnel file.
- 2
- 3 5. A teacher shall have the right to review his/her personnel file during
- 4 normal business hours and when the teacher is not otherwise assigned,
- 5 provided such review shall be conducted in the presence of the
- 6 administrator or designee in charge of such file. The teacher may be
- 7 accompanied by a representative for such review. A teacher shall not
- 8 permanently remove any item from his/her file. A teacher shall have
- 9 the right to reproduce any material in his/her personnel file.
- 10
- 11 6. Except as provided by law, a teacher's personnel file shall be open to
- 12 inspection only by the School Board, the superintendent, the principal,
- 13 the individual teacher to whom the file applies and a representative who
- 14 may accompany the teacher during such inspection.
- 15
- 16 7. This section shall not be applicable to recommendations or appraisals
- 17 from other employers, universities or colleges or other references.
- 18
- 19 8. In the event the Board is required by law to develop changes in the
- 20 Board's procedures regarding teacher personnel files, the Board agrees
- 21 to notify the Union of such changes as may be necessitated by such
- 22 law.
- 23

#### 24 **Section I - Faculty Meetings**

- 25 1. Except as circumstances otherwise clearly require, faculty meetings at
- 26 each school shall be held during the regular teacher workweek.
- 27 2. Except in an emergency, notification of each faculty meeting shall be
- 28 given at least two (2) calendar days prior to the meeting.
- 29
- 30 3. In the event a scheduled faculty meeting date is changed, notification
- 31 of such change shall be provided as promptly as the need for such
- 32 change is determined by the principal.
- 33

#### 34 **Section J - Class Interruptions**

35 Announcements over intercommunication systems shall be made only if  
36 necessary. Regularly scheduled announcements should be adhered to during the  
37 time built into the daily schedule. The parties agree that it is the intent that any  
38 use of the intercommunication system shall result in a minimum of disruption to  
39 the educational process.

#### 41 **Section K - Parent Conferences**

42 The parties agree that periodic individual parent conferences are desirable and  
43 can be beneficial to the student, the teacher, and/or the parent(s). If the  
44 principal shall schedule such a conference, he/she shall discuss an appropriate

1 time for such conference with the teacher(s) involved. When the principal  
2 determines a date, time and place for the conference, the teacher shall be so  
3 notified. Prior to such conference the teacher(s) shall be informed of the  
4 purpose(s) for the conference to the extent that it is known by the principal.

5  
6 **Section L - Teacher Facilities**

- 7 1. During the normal workweek, a teacher shall be provided free of charge  
8 with an off-street area for parking at the school to which he/she is  
9 regularly assigned. This shall not be construed as requiring the  
10 expenditure of any additional funds by the Board.  
11
- 12 2. Teachers at each school site shall have access to a lounge area  
13 provided as a place for teachers to plan, work, and eat when not  
14 otherwise assigned.  
15
- 16 3. A telephone at each school shall be made available for teacher use for  
17 local or collect calls. For all schools under construction, and schools in  
18 the planning stages, teachers shall be included in the planning,  
19 including but not limited to providing phones in private locations for  
20 conferring with parents.  
21
- 22 4. The Board shall make restroom facilities available at each school for  
23 exclusive use by non-students.  
24
- 25 5. The Board shall make available a room or portion of a room for  
26 exclusive use by teachers and non-students during the lunch period.  
27
- 28 6. The Board shall make available in each school typing, duplicating  
29 equipment, and copy machines for use by a teacher who is regularly  
30 assigned to that school. Such use shall be for the purpose of assisting  
31 the teacher in preparation of instructional materials to be used in that  
32 particular school or in any other school in which that teacher has  
33 instructional duties.  
34
- 35 7. The Board shall make available at each school a private area for parent-  
36 teacher conferences.  
37
- 38 8. Classrooms
  - 39 a. The Board agrees to make available to all teachers appropriate  
40 physical facilities where applicable, such as a desk, a  
41 chalkboard/whiteboard and storage space, consistent with the  
42 other needs and financial resources of the district.  
43

- 1           b. The Acceptable Use Agreement for the use of the School Board of  
2           Brevard County's electronic mail system shall be:

3  
4           The Brevard Federation of Teachers, hereinafter referred to as  
5           "BFT," may have the use of the School Board of Brevard County,  
6           hereinafter referred to as "SBBC," electronic mail system for the  
7           purpose of informing members of the bargaining unit of scheduled  
8           meetings and implementing the collective bargaining agreement.  
9           Should any employee, whether a member or a non-member,  
10          request the BFT cease sending them electronic mail  
11          communications, BFT shall immediately remove that employee's  
12          name from the distribution list and shall not send the employee any  
13          further electronic communications. BFT shall comply with all  
14          applicable federal, state and local laws and SBBC policies regarding  
15          the use of such systems. All communications shall be during non-  
16          instructional time.

17  
18          The electronic mail system shall not be used for the distribution of  
19          information which is political, slanderous, defamatory, libelous, or  
20          in any way critical of SBBC, the Superintendent or any  
21          administrator or other employee of the School Board. It shall not  
22          be used for solicitation of non-members or for materials related to  
23          internal election of BFT officers. Should BFT or its representative,  
24          acting on behalf of BFT, violate the terms of the agreement, the  
25          Superintendent shall have authority to suspend the right to use the  
26          electronic system.

- 27  
28          c. No persons other than school administrative/supervisory personnel  
29          shall be authorized to enter a classroom for the purpose of  
30          evaluating and/or observing a teacher without the consent of the  
31          principal and prior notification has been given to the teacher.

- 32  
33          d. Each teacher may, at his/her option, submit to the principal his/her  
34          recommended guidelines for persons other than school district  
35          employees to visit his/her classroom. If approved by the principal,  
36          the teacher's plan shall be implemented.

- 37                  1) The teacher shall have a 48-hour notice prior to the scheduled  
38                  visit.  
39  
40                  2) The teacher shall have the option of waiving the 48-hour  
41                  notice.

- 42  
43          9. Teachers shall not be required to provide textbooks, audiovisual  
44          equipment or similar facilities.

- 1 10. When school is not in session, teachers may be given access to the  
2 building by arranging such access with the principal.  
3
- 4 11. In the principal's determination, as provided by law, as to which area(s)  
5 at the worksite shall be designated as nonsmoking and smoking, he/she  
6 shall seek the opinion of the employees at the affected schools  
7 regarding such designation. The principal shall make known to his/her  
8 faculty reasons regarding his/her decision.  
9
- 10 12. When a teacher is assigned to teach at more than one school or in two  
11 (2) or more classrooms, such teacher shall have available to him/her a  
12 place to store his/her working materials. Such storage area shall be  
13 secure from access from unauthorized persons, and shall include a desk  
14 and locking storage. The teacher and administrator shall be responsible  
15 for following reasonable and prudent measures to assist in such  
16 security. A means for moving materials will be made available to  
17 teachers assigned to teach in two (2) or more classrooms. The Board  
18 shall make every reasonable effort to ensure that such teacher is able  
19 to teach in the same room each day.  
20
- 21 13. Except as the needs of the students clearly require, no teacher shall be  
22 required to rove more than two (2) consecutive years in any four (4)  
23 year period. The principal shall seek and utilize volunteers prior to  
24 designating a teacher to rove. The term "rove" shall be construed to  
25 mean an assignment when a teacher is scheduled to teach in more than  
26 two (2) locations within the school.
- 27 14. When the principal becomes aware of the necessity to vacate a  
28 classroom for renovation or maintenance, the principal shall notify the  
29 affected teacher as soon as such situation becomes known to the  
30 principal.  
31

### 32 **Section M - Miscellaneous**

- 33 1. No teacher shall be required to transport students.  
34
- 35 2. Any medical examination (other than an examination required  
36 concurrent with initial employment) required by the Board shall be  
37 performed by a licensed physician of the Board's choice. All costs  
38 thereof shall be borne by the Board.  
39
- 40 3. A teacher plus one (1) additional person who may accompany the  
41 teacher shall be permitted to attend school activities without charge  
42 subject to the following conditions. Each teacher shall be provided  
43 proper identification by his/her principal, which shall be in such form as

1 to be reasonably convenient for carrying and presentation as required,  
2 i.e. card size identification.

- 3 a. The teacher presents proper identification for admittance.
- 4
- 5 b. The school to which the teacher is regularly assigned is a  
6 participant in the activity. When the activity does not involve the  
7 teacher's regularly assigned school, or a school within the assigned  
8 feeder chain, the teacher only shall be admitted without charge.
- 9
- 10 c. Activities, which are not controlled by the district, such as athletic  
11 playoff games and the like, are not applicable to this section.
- 12

- 13 4. The Board shall make every reasonable effort to employ substitute  
14 teachers whenever a teacher is to be charged with paid or unpaid leave.
- 15
- 16 5. The classes of an absent teacher shall not be divided up and placed into  
17 other teachers' regular classes except in an emergency. This paragraph  
18 shall not apply to students assigned to independent study. The term  
19 "teachers" as used in this paragraph shall mean only those teachers  
20 who are normally assigned class groups. Teachers who meet with  
21 students on a resource-type basis, e.g. media specialists, counselors,  
22 Title I, PREP, and the like are excluded from the term "teachers" for the  
23 purposes of this paragraph.
- 24
- 25 6. If it is not reasonably possible to obtain a substitute teacher, and some  
26 other voluntary solution cannot be found, the responsibility for  
27 supervising the students assigned to the absent teacher shall be rotated  
28 as equitably as possible among the remaining teachers.
- 29
- 30 7. No vacancy shall be filled by a person or persons for more than thirty  
31 (30) teacher employment days except in an emergency situation unless  
32 they hold a valid Florida teaching certificate.
- 33
- 34 8. In the scheduling of inservice for exceptional education teachers, the  
35 Board agrees to make every reasonable effort to provide such inservice  
36 at a time when all appropriate exceptional education teachers can be  
37 made available for such inservice.
- 38
- 39 9. Teachers, if being moved to a new room shall not be required to move  
40 any items other than personal materials.
- 41

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

43 The parties agree that in the event it becomes necessary to substantially alter  
44 the employment conditions of teachers in the district's Modified School Calendar

1 schools and/or to increase the number of Modified School Calendar Schools, the  
2 impact of such alteration and/or increase will be subject to negotiations between  
3 the parties.

4  
5 **ARTICLE VII**  
6 **TEACHER PROTECTION**  
7

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

22  
23 Except as otherwise provided herein, when a student(s) is referred to the  
24 administrator for disciplinary reasons, the teacher shall be informed of the  
25 conditions, if any, which have been imposed on the student before he/she  
26 reenters the class. Whenever the circumstances do not permit the  
27 administrator to address a particular student referral, the administrator may  
28 return the student to the referring teacher's class and recall the student at a  
29 later time. The referring teacher shall be notified of the necessity of such  
30 return and recall. If a serious situation exists, the teacher may return the  
31 student to the principal.

32  
33 Before the student is returned to class, serious consideration should be  
34 given to the effect such return would have on the learning environment for  
35 the other students in the class. If the consequence of a discipline referral is  
36 a conference with administration, the teacher shall be allowed to attend that  
37 conference if he or she requests.

38  
39 B. The teacher shall have the right and responsibility to impose classroom  
40 discipline where necessary and may use reasonable force to protect  
41 himself/herself from attack, or to prevent injury to a student where  
42 intervention is a prudent course of action.  
43

- 1 C. A teacher shall have the right to temporarily exclude a student from class  
2 when the misbehavior or disruptive effect of the behavior makes the  
3 continued presence of the student in the classroom intolerable. In such  
4 cases, the teacher shall furnish the principal or designated representative as  
5 promptly as teacher obligations will allow, with full particulars on the  
6 problem or incident in writing. The Board shall be responsible for notifying  
7 the teacher of the disposition of the case as promptly as administrative  
8 obligations will allow.  
9
- 10 D. School authorities will endeavor to achieve correction of student misbehavior  
11 through counseling, interviews, and conferences.  
12
- 13 E. Any case of assault upon a teacher while in the performance of his/her  
14 assigned duties shall be promptly reported to the appropriate representative  
15 of the Board. The Board shall render reasonable assistance to the teacher in  
16 connection with handling of the incident by law enforcement authorities.  
17
- 18 F. Time lost by a teacher in connection with any assault on a teacher or as a  
19 consequence of the negligence of the Board shall be handled as follows,  
20 provided the teacher was at all times acting within the scope of his/her  
21 employment and pursuant to Board policy and applicable law:  
22 1. Time for required appearances before a judicial body or legal authority  
23 shall result in no loss of salary or reduction in accumulated leave.  
24  
25 2. In case of disability the teacher's wages shall continue in full without  
26 reduction in accumulated leave until Worker's Compensation payments  
27 begin. Thereafter the Board shall pay to the teacher the difference  
28 between the compensation payment and the contractual salary of the  
29 employee without reduction of accumulated leave until the teacher is  
30 able to return to employment or is eligible for retirement, but in no  
31 event more than one hundred ninety-six (196) teacher employment  
32 days after the occurrence of the event giving rise to the application of  
33 this section.  
34  
35 3. Where a teacher is finally adjudged guilty of a criminal charge or has  
36 judgment entered against him/her in a civil case as related to the  
37 incident, the Board has no further responsibility for pay or loss of  
38 accumulated leave.  
39
- 40 G. Any disciplinary action taken against a teacher based on a complaint by a  
41 parent or student shall be limited to informal action unless the matter is first  
42 reported to the teacher in writing. Formal disciplinary action resulting from  
43 such complaint shall be limited to those matters which have been reported  
44 to the teacher in writing.

- 1 H. If any teacher is sued in a civil action as a result of any action taken by the  
2 teacher in the proper exercise of his/her responsibilities, the Board will  
3 provide for the defense thereof.  
4
- 5 I. No reprimand or discipline shall be discussed by the administrator(s) or the  
6 teacher or representative involved in the presence of students, parents, or  
7 employees not involved in the events giving rise to such reprimand or  
8 discipline, provided this shall not preclude such discussion as is necessary to  
9 establish the facts or to process such reprimand or discipline to the School  
10 Board, and provided such shall not preclude the teacher and/or  
11 representative discussing the same with appropriate Union officials.  
12
- 13 J. A teacher shall be entitled to have present a representative when being  
14 reprimanded or disciplined. Reassignments out of the teacher's classroom  
15 following an alleged incident upon investigation shall be grounds for the  
16 presence of a representative of the teacher's choice. In an emergency, such  
17 meeting shall be held within one work week of the reassignment. When a  
18 request for such representation has been made, no action shall be taken  
19 with respect to the teacher until such representative shall have a reasonable  
20 opportunity to be present.  
21
- 22 K. Teacher's desks and lockers shall not be entered or searched except in an  
23 emergency or when it shall be necessary to locate a teacher's plan book or  
24 other materials to assist the instructional process. If such entrance or  
25 search shall occur, the teacher shall be made aware of such action and the  
26 reason therefore upon his/her return to work.  
27
- 28 L. The Board shall continue to provide liability insurance coverage for all  
29 teachers no less comprehensive than that in effect on the effective date of  
30 this Agreement.  
31
- 32 M. A written statement by the Board governing use of corporal punishment of  
33 students shall be made available on the district website. The Board agrees  
34 to indemnify teachers against any civil damages and provide for the defense  
35 of any act authorized by such written statement of the Board.  
36
- 37 N. No teacher shall be disciplined for refusing to check for head lice and/or  
38 perform non-emergency medical procedures on students. It is not the intent  
39 of the Board that scheduled routine medical procedures be construed as  
40 emergencies.  
41
- 42 O. School Volunteers  
43 1. Prior to the principal assigning a volunteer to work with a classroom  
44 teacher, the teacher shall be given a reasonable amount of time during

1 which he/she may interview the volunteer and/or let his/her views be  
2 known regarding the volunteer's assignment to the classroom. The  
3 parties agree that the best interests of all parties are served when  
4 volunteer assignments are made in an atmosphere of mutual  
5 consideration.

6  
7 2. If a conflict arises after placement of a volunteer in a teacher's  
8 classroom, the teacher shall request, in writing, a change of volunteers.  
9 If such request is denied, the principal's reasons for such a refusal shall  
10 be stated in writing by the principal with copies to the teacher, the  
11 volunteer, the Union president, and the area superintendent.

12  
13 P. When the principal determines to change a student's placement, the  
14 affected teacher(s) shall have been given notice of the change.

15  
16 Q. The Board agrees that whenever a parent complaint comes to  
17 administration, the parent should first be referred to the teacher to address  
18 the matter. The administration should notify the teacher of the parent  
19 contact.

20  
21 R. A copy of anything a teacher is requested to sign shall be provided to the  
22 teacher by the end of the next business day.

23  
24 **ARTICLE VIII**  
25 **JROTC (Type "G" Employees)**

26  
27 A. Salary - The Board shall pay Type "G" employees the difference between  
28 their active duty pay (including allowances which are an appropriate part  
29 thereof as designated by the branch of the employee's military service) and  
30 their retirement pay from the military, provided the Board is reimbursed  
31 one-half (1/2) the cost of the same from the military. Type "G" employees  
32 shall receive rank differentials as provided in Article XVII, effective 1986-87  
33 school year. In the event a JROTC teacher's active duty pay would be less  
34 than the amount he/she would receive as a Type E employee, the JROTC  
35 teacher shall receive the higher amount.

36 1. In the event a Type G employee is paid from the teacher salary  
37 schedule, his/her workweek shall increase from thirty-seven and one-  
38 half (37-1/2) to forty (40) hours.

39  
40 B. The contract year for Type "G" employees shall be July 1 through June 30.

41  
42 C. The normal work year for Type "G" employees shall be the same as the  
43 school year prescribed for Type "E" employees as reflected in the school  
44 calendar as adopted by the Board with the following exceptions:

- 1 1. Type "G" employees shall begin their work year ten (10) workdays prior  
2 to the beginning of preplanning and end their work year ten (10)  
3 workdays after the last day of post planning. Anything in this  
4 Agreement to the contrary notwithstanding, such ten (10) workdays  
5 after post-planning shall be normal workdays and subject to Article VI,  
6 Section C. paragraph 9. The total workdays for Type "G" employees  
7 shall be two hundred sixteen (216), exclusive of paid vacation.  
8
- 9 2. Type "G" employees shall earn no administrative leave.
- 10
- 11 3. Effective July 1 of each year, Type "G" employees shall be credited with  
12 paid vacation leave at an accrual rate of two and one-half (2-1/2) days  
13 for each full calendar month the teacher is regularly employed.  
14
- 15 4. Type "G" employees shall receive no reimbursement for such loss of  
16 accrued vacation leave.  
17
- 18 5. Type "G" employees shall not use vacation on those days designated as  
19 workdays as provided herein.  
20
- 21 6. The daily pay rate for Type "G" employees shall be computed at one  
22 two hundred and forty-sixth (1/246) of the applicable annual salary.  
23

24 D. This section shall become effective July 1, 1979.

25  
26 **ARTICLE IX**  
27 **STUDENT/INTERN ASSIGNMENTS**  
28

- 29 A. Teacher acceptance of student teacher or teacher intern assignments shall  
30 be voluntary.  
31
- 32 B. Money or other similar consideration earmarked for the teacher as a result  
33 of student teacher or teacher intern assignments which has been received  
34 by the Board shall be transmitted to said teacher.  
35
- 36 C. The Professional Development Council (PDC) shall review the feasibility of  
37 awarding inservice credit to a teacher completing a student teacher or  
38 student intern assignment. The maximum inservice credit allowed by the  
39 then current district Master Inservice Plan shall be awarded to a teacher for  
40 and upon completion of a student teacher or teacher intern assignment.  
41  
42  
43  
44

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**ARTICLE X  
SAFETY AND HEALTH**

9 No teacher shall be disciplined for failure to work in an unsafe or hazardous  
10 situation where there is an imminent danger to the teacher's health, safety, or  
11 well-being, provided this shall not be applicable in any circumstances where the  
12 health and safety of students otherwise clearly require teacher intervention.

13 In the event the principal becomes aware of a situation as described in the  
14 preceding paragraph, the principal shall notify the affected teachers as soon as  
15 such situation becomes known to the principal.

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

18  
19  
20  
21  
22

**ARTICLE XI  
POLITICAL ACTIVITY**

23 A. The political life of a teacher is not an appropriate concern of the Board  
24 except as it impacts upon the teacher's employment or as otherwise  
25 provided by law.

26 B. The right of a teacher to work and vote for the political party and/or  
27 candidate(s) of his/her choice shall not be an appropriate concern of the  
28 Board except as it impacts upon the teacher's employment or as otherwise  
29 provided by law.

30  
31  
32  
33

**ARTICLE XII  
EMERGENCY SCHOOL CLOSING**

34 A. All of the schools in the school system will be open on all regularly  
35 scheduled days unless closed by the Superintendent because of an  
36 emergency.

37 1. When an emergency confronts the schools, notification of the closing of  
38 schools will be released for broadcast over local radio and television  
39 stations as soon as possible.

40 2. When the schools are officially closed by the superintendent, the  
41 workday may be rescheduled. If a teacher had previously arranged  
42 leave day(s) during the closure, such leave shall be rescinded, day for  
43 day, as the teacher works scheduled make-up day(s) or the day is  
waived.



- 1           2. Upon the expiration of any approved leave of absence, and if all the  
2 conditions of such leave have been met by the teacher, the Board shall  
3 continue to employ such teacher under the same circumstances and  
4 subject to such conditions as though such teacher had not been on  
5 leave. Except as otherwise provided herein, all unpaid leaves of  
6 absence shall not be counted as experience, which warrants any  
7 advancement on the salary schedule.  
8
- 9           3. Except as otherwise provided herein, all leave applications other than in  
10 emergency situations, shall be submitted at least ten (10) workdays in  
11 advance of the date the leave, if approved, would begin. Such ten (10)  
12 days advance submission requirement shall be waived in instances of  
13 sick leave, which preclude such notice.  
14

15 **Section B - Paid Leaves**

- 16           1. Sick Leave
- 17           a. Accrual
- 18               1) Each full-time teacher shall be credited with four (4) days of  
19 sick leave as of the first day of employment of each contract  
20 year. Thereafter, each full-time teacher shall be credited with  
21 one (1) day of sick leave for each month of employment to be  
22 credited by the end of each month, provided that such leave  
23 shall not be used prior to the time it is earned and credited.  
24 Full-time teachers shall be entitled to earn no more than one  
25 (1) day of sick leave times the number of months of  
26 employment during the year of employment.  
27
- 28               2) Unused sick leave shall accumulate from year to year without  
29 limit.  
30
- 31               3) Sick leave may be transferred into the school district from  
32 other public school systems in Florida without limit as to the  
33 number of days of sick leave accrued except that at least one-  
34 half (1/2) of this accumulated leave must be earned within this  
35 school district at any given time.  
36
- 37               4) For purposes of this section only, "full-time teacher" shall apply  
38 to any teacher who is regularly employed more than one-half  
39 (1/2) time.  
40
- 41           b. Usage
- 42               1) Sick leave shall be used only for personal illness (including the  
43 illness or disablement related to or disablement due to  
44 pregnancy or the birth of a child, provided the matters

1 described within these parentheses shall not be applicable to  
2 any teacher (on maternity leave) of the teacher or for the  
3 illness or death of a spouse, son, daughter, mother, father,  
4 brother, sister, grandparent, father-in-law, mother-in-law,  
5 brother-in-law, sister-in-law, aunt, uncle, niece, nephew,  
6 grandchild, son-in-law, daughter-in-law, step-parents, step-  
7 children, or a person residing in the same household as the  
8 teacher.

9  
10 2) Sick leave days shall be granted for absences during the  
11 regularly scheduled workday to the extent of the total number  
12 of sick days the teacher has accumulated.

13  
14 c. Sick Leave Bank

15 The Board agrees to establish a Sick Leave Bank for employees. A  
16 committee of six (6) employees shall be appointed by the  
17 superintendent for the purpose of developing recommendations to  
18 the superintendent regarding guidelines, procedures, and rules for  
19 such bank. The Union president shall be invited to submit the  
20 names of two (2) employees who shall be appointed to the  
21 committee.

22  
23 2. Personal Leave

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

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

29  
30 b. Each application for such leave shall reflect as the reason for the  
31 leave request the following disclaimer: **The purpose for which**  
32 **this leave is taken is not a violation of the provisions of the**  
33 **Collective Bargaining Agreement.**

34  
35 c. Personal leave shall not accumulate from school year to school  
36 year.

37  
38 d. Personal leave shall be granted subject to the following conditions:

39 1) The length of such leave shall be no less than one-half (1/2) of  
40 the teacher assigned workday unless otherwise allowed by the  
41 principal.

42 2) No more than eight percent (8%) of the teachers in any given  
43 school or one (1) teacher, whichever is greater shall be absent  
44 on such leave from any given school at any time, provided

1 such limitation of eight percent (8%) may be waived by the  
2 Board in its discretion and without precedent.

- 3
- 4 3) Such leave shall not be granted under any of the following  
5 conditions:
- 6 a) Activities which could result in taxable income to the  
7 employee.
- 8
- 9 b) To attend Union (including any other employee  
10 organization which has represented or sought to represent  
11 public employees in collective bargaining) associated  
12 business.
- 13
- 14 c) Any form of work stoppage.
- 15
- 16 4) In the event of emergency, the nature of which is so serious  
17 as to necessitate the presence of as many employees as  
18 possible, all requests for personal leave may be denied for the  
19 duration of the emergency.
- 20
- 21 5) Such leave shall not be granted for purposes for which any  
22 other type of paid leave is available.
- 23

24 3. Illness/Injury-in-the-line-of-duty Leave.

- 25 a. A teacher shall be entitled to illness-in-the-line-of-duty leave up to  
26 ten (10) workdays per school year when he/she has to be absent  
27 from duty because of personal injury received in the discharge of  
28 duty or because of illness from any contagious or infectious disease  
29 or school building environmentally induced sickness contracted in  
30 school work.
- 31
- 32 b. Such leave or the balance thereof may accumulate from a school  
33 year to the next school year in the event of a continuation or  
34 recurrence of a specific injury sustained during the previous school  
35 year only.
- 36
- 37 c. The term "injury" as used in Article XIV, Section B, paragraph 3, is  
38 defined as the result of an event which causes the teacher to suffer  
39 an initial injury or a re-injury or re-aggravation of an injury for  
40 which the teacher had previously been granted injury-in-the-line-of-  
41 duty leave. The term "event" as used herein shall mean an  
42 unforeseen, unexpected, or sudden happening, the nature of which  
43 is such that the injury sustained can logically be expected to result.
- 44

1 4. Professional Leave

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

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

8  
9 b. Professional leave with pay may be granted during preplanning and  
10 post planning under the following conditions:

11 1) A teacher shall be granted no more than five (5) days of such  
12 leave in any one (1) school year whether such leave is taken  
13 during preplanning, post-planning, or both.

14  
15 2) Such leave application shall be submitted no later than June 1  
16 and shall be accompanied by the registration deadline from the  
17 institution, if the reason for the request is to attend school.

18  
19 3) A teacher must have been employed by the Board as a teacher  
20 for at least one (1) school year and must be returning to the  
21 district as a teacher before such leave may be granted.

22  
23 4) A teacher shall be either enrolled in a master's or higher level  
24 degree program at an accredited, approved institution and/or  
25 be attending school or institute in order to add subject area(s)  
26 to his/her certificate and/or to improve the instructional  
27 program of the school.

28  
29 c. Professional leave with pay may be granted to permit teachers to  
30 attend meetings of professional organizations (not including groups  
31 who have sought recognition to represent employees in  
32 negotiations, or groups affiliated with organizations who have  
33 sought such recognition.)

34  
35 d. Teachers participating in certification through National Board for  
36 Professional Teaching Standards (NBPTS) shall have two (2) leave  
37 days for the purpose of portfolio completion. One (1) day shall be  
38 the teacher's personal leave day, matched by one (1) professional  
39 leave day granted by the district. The scheduling of the  
40 professional day only shall be mutually agreed to by the principal  
41 and teacher.

- 1           5. Jury Duty or Duty as the Result of a Subpoena
- 2           a. A teacher absent from duty because he/she has been required by
- 3           summons or subpoena to appear before a court or regulatory
- 4           agency shall submit leave application for such absence.
- 5
- 6           b. Such time away from duty shall not be charged against any
- 7           accumulated earned leave.
- 8
- 9           c. This language shall apply to summons, subpoena, or subpoenas
- 10          received by a teacher's dependent minor when the circumstances
- 11          make it necessary for the teacher to accompany his/her minor
- 12          dependent to the court proceedings.
- 13

### 14 **Section C - Military Leave**

- 15          1. Military leave shall be granted without pay to teachers on continuing
- 16          contract or professional services contract who volunteer to serve in the
- 17          armed forces of the United States or this state in fulfillment of
- 18          obligations incurred under selective service laws or because of
- 19          membership in reserves of the armed forces or National Guard.
- 20          Teachers granted such leave for military service shall, upon completion
- 21          of the tour of duty, be returned to employment without prejudice,
- 22          provided application for reemployment is filed within six (6) months
- 23          following the date of discharge or release from active duty; and
- 24          provided further that the Board shall have a reasonable time, not to
- 25          exceed six (6) months, to reassign the employee to duty in the school
- 26          system. Military leave shall not be counted as years of service toward
- 27          the continuing contract or professional services contract.
- 28
- 29          2. Military leave for voluntary reserve and National Guard duty shall not be
- 30          granted except under the following conditions:
- 31          a. If the teacher must attend summer school to correct certification
- 32          deficiencies;
- 33
- 34          b. If the military certifies that special training is needed to maintain
- 35          status and is not available during summer vacations.
- 36
- 37          3. Military leave with pay will be granted in accordance with applicable
- 38          state and federal laws without loss of time, pay or efficiency rating.
- 39
- 40          4. Leave request and copy of the military orders shall be received by the
- 41          Board sixty (60) days in advance of the beginning date of the leave,
- 42          whenever possible. In cases of emergency deployment the sixty (60)
- 43          day advance notice will be waived.
- 44

1 **Section D - Unpaid Leaves**

2 1. Maternity Leave

- 3 a. Any teacher shall be granted maternity leave without pay as  
4 provided below.  
5  
6 b. An application for leave accompanied by a written statement from a  
7 licensed medical physician verifying the pregnancy and setting forth  
8 the estimated date of confinement shall be submitted to the  
9 principal no later than five (5) calendar weeks prior to estimated  
10 date of confinement if the teacher plans to take maternity leave.  
11  
12 c. Such leave, if taken, shall commence on a date prior to the final  
13 estimated date of delivery of the child, such to be determined by  
14 the teacher.  
15  
16 d. The length of such leave shall be no longer than the balance of the  
17 school year in which the leave began.  
18  
19 e. Upon return from maternity leave the teacher shall furnish a  
20 certification by her doctor that she is medically able to perform her  
21 duties. This statement and all others to be furnished by the  
22 teacher's doctor shall be provided at the sole expense of the  
23 teacher.  
24  
25 f. A teacher who has been granted maternity leave may apply for an  
26 extension of such leave for child rearing. Upon approval such  
27 extension shall begin immediately following the expiration of  
28 maternity leave and be for a period of time not to exceed one (1)  
29 school year.

30  
31 2. Extended Personal Leave

- 32 a. A teacher who has fathered a child may apply for a child rearing  
33 leave for a period not to exceed the balance of the school year in  
34 which the child is born, and upon proper reapplication, one (1)  
35 succeeding school year. Such leave shall be considered as personal  
36 leave without pay.  
37  
38 b. A teacher who has adopted a child may apply for adoption leave for  
39 a period not to exceed the balance of the school year in which such  
40 adoption shall occur, and upon proper reapplication, the next  
41 succeeding year. Written application for such leave shall be  
42 submitted to the principal within two (2) calendar weeks after  
43 approval for adoption by the recognized agency or source.  
44

1 c. A teacher who has given birth to a child who was not on maternity  
2 leave for such birth may apply for a child rearing leave for a period  
3 not to exceed the balance of the school year in which the child is  
4 born and, upon proper reapplication, one (1) succeeding school  
5 year. Such leave shall be considered personal leave without pay.  
6

7 3. Advanced Study or Education Service Leave

8 a. A leave of absence without pay not to exceed one (1) year may be  
9 granted at the discretion of the Board to a continuing contract or  
10 professional services contract teacher upon proper written  
11 application for the purpose of participating in the following:

12 1) Exchange teaching program.

13  
14 2) Military teaching program.

15  
16 3) Full-time participation in the Peace Corps, Teacher Corps, or  
17 Job Corps.

18  
19 As a condition of such leave, the teacher shall include in the written  
20 application an intention to return to the district for a minimum of  
21 two (2) years. Upon return from such leave, the teacher shall be  
22 credited with the equivalent teaching experience outside the  
23 district.  
24

25 b. Leave without pay may be granted at the discretion of the Board to  
26 teachers on continuing contract or professional services contact for  
27 a maximum of one (1) year for the purpose of engaging in study  
28 related to the teachers' professional responsibility at an accredited  
29 institution of higher learning. Such leave shall commence only at  
30 the start of the school year.

31  
32 c. Such leave may be renewed for no less than one (1) school year  
33 per renewal and shall not be so renewed more than twice. Such  
34 renewal shall be limited to the year(s) immediately following the  
35 first year in which such leave originally began.

36  
37 Authorized leave shall not be considered a break in continuity for  
38 continuous service increments for continuing contract or  
39 professional services contract teachers. All leave granted by the  
40 Board shall expire on June 30 of each contract year unless  
41 otherwise specified.  
42  
43  
44

1 4. Public Service

2 A leave of absence without pay not to exceed one (1) year shall be  
3 granted to any teacher for the purpose of serving any city, county,  
4 state, or national elected public office provided such leave shall be in  
5 units of not less than one (1) year. Upon proper reapplication, such  
6 leave shall be renewed each year for the number of renewals necessary  
7 to allow the teacher to be granted such leave for the duration of the  
8 term of the public office as described herein.  
9

10 5. Personal or Exhausted Sick Leave

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

13  
14 b. Should a teacher exhaust all of his/her accumulated sick leave and  
15 he/she continues to be sick or disabled, the teacher may apply for  
16 exhausted sick leave provided such application is received by the  
17 principal no less than ten (10) calendar days subsequent to the  
18 date on which the affected teacher's accrued sick leave shall be  
19 exhausted. Provided that the Board may waive the ten (10) day  
20 requirement when conditions surrounding the illness do not permit  
21 the application for said leave. Such leave shall be for no longer  
22 than the balance of the School year in which the teacher's  
23 accumulated sick leave was exhausted.  
24

25 **ARTICLE XV**  
26 **REDUCTION IN FORCE**  
27

28 A. If, in the exclusive judgment of the Board, it is determined to reduce the  
29 number of teachers on continuing contract or professional services contract,  
30 the Board shall attempt to accomplish such reduction by attrition. Prior to  
31 reducing the number of continuing contract/professional services contract  
32 teachers as provided herein, the Union shall be given the opportunity to  
33 express its views regarding such reduction. If such reduction of teachers on  
34 continuing contract cannot be accomplished by attrition, the following  
35 procedures shall be utilized in the following order:

36 1. The Board shall identify the instructional assignment(s)  
37 [grade(s)/subject(s)/special area(s)], to be reduced. All annual contract  
38 teachers in such assignments shall be non-renewed prior to any  
39 reduction of continuing contract or professional services contract  
40 teachers.

41  
42 No continuing contract or professional services contract teacher who is  
43 subject to reduction pursuant to this Article shall be reduced while an  
44 annual contract teacher is employed in a position for which the

1 continuing contract or professional services contract teacher is certified,  
2 as provided by law.

3  
4 2. Any additional reduction shall be in order of the least consecutive years  
5 of creditable experience in the district of all teachers in such  
6 instructional assignment. As used herein, "creditable teaching  
7 experience" shall mean service rendered while under contract with the  
8 Board, provided such service qualifies for years of experience for salary  
9 purposes, and provided such service has been continuous.  
10 "Continuous" service shall not be affected by any authorized leave of  
11 absence, but service shall not be deemed continuous if the teacher has  
12 previously resigned or been terminated for any reason except reduction  
13 in force.

14  
15 3. The preceding section shall not be applicable to any continuing contract  
16 or professional services contract teacher identified by the Board as  
17 fulfilling educational requirements of the district. As used herein  
18 "educational requirements" shall be construed to mean activities within  
19 the district, which relate to particular area(s) of curricular or  
20 extracurricular activities, or differentiated pay positions, with or without  
21 additional financial compensation, and the particular ability of individual  
22 teachers to effectively complete these assignments.

23  
24 B. In the event it is determined a reduction in teachers shall occur, the Union  
25 President shall be given the opportunity to discuss the reduction with the  
26 Superintendent.

27  
28 C. If the Board shall determine to employ teacher(s) at any time during the  
29 seventeen (17) calendar months next following such reduction in staff, such  
30 positions shall be offered in writing to the last continuing contract or  
31 professional services contract teacher in such instructional assignment  
32 terminated in the inverse order of lay-off, provided such teacher holds the  
33 required certification and is deemed by the Board to be qualified to fulfill the  
34 educational requirements of the district. Such offer, delivered in person or  
35 by certified mail, shall be to the most current address of the teacher as  
36 reflected in the records of the Board.

37  
38 D. Nothing herein shall prohibit teachers who have been reduced pursuant to  
39 this Article from seeking and/or accepting gainful employment elsewhere.

40  
41 E. Nothing in this Article shall be construed as to prevent the Board from  
42 providing staff balances to comply with mandated programs or to preclude  
43 or overcome any form of illegal discrimination.

44

1  
2  
3  
4 **ARTICLE XVI**  
5 **WELFARE**

6  
7  
8 **Section A – Health Insurance**

9  
10 Effective January 1, 2011, the Board agrees to contribute to the district benefits  
11 plan \$524.23 per month for teachers electing the Brevard Public Schools Health  
12 Plan.

13  
14 In addition, the Board shall provide the following benefits:

15  
16 The Union shall be invited to submit to the Board written recommendations as to  
17 the content of bid specifications for the district hospitalization/medical options  
18 and benefit plans as provided herein. The Union shall be provided a copy of  
19 such final bid specifications prior to such being recommended to the School  
20 Board for approval. For calendar year 2011, the Board will offer a Medical plan  
21 option.

22  
23 **Section B - Vision Insurance**

24 A vision insurance plan in which each teacher may choose to participate as a  
25 payroll deduction will be offered. Such plan shall include the option of  
26 dependent coverage which each teacher may choose to take as a payroll  
27 deduction.

28  
29 **Section C - Dental Insurance**

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

33  
34 **Section D - Life Insurance**

35 The Board shall provide to each teacher, without cost to the teacher, group term  
36 life insurance in an amount equal to the annual salary of the teacher as reflected  
37 in the salary schedule of this Agreement. Such amount to be computed to the  
38 nearest one thousand dollars (\$1,000). Each teacher may, at his/her own cost,  
39 purchase an additional amount equal to three (3) times his/her annual salary by  
40 giving written authorization for payroll deductions thereof as prescribed by the  
41 Board. The amount that such insurance coverage can be increased in any one  
42 insurance plan year shall be limited to one (1) times the annual salary of the  
43 teacher.

44  
45 **Section E - Disability Insurance**

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

1 **Section F - Insurance Committee**

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

8  
9 **Section G - Tax Deferred Annuity Program**

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

15  
16 **Section H - Retired Teachers**

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

20  
21 **Section I - Benefits Eligibility**

- 22 1. Regular, full-time teachers will be eligible to enroll in employee benefits  
23 effective following the completion of forty-five (45) calendar days of  
24 employment as a regular full-time teacher.
- 25
- 26 2. Teachers working twenty-five or fewer hours each week, part-time,  
27 substitute and short-term contract teachers shall not be eligible for  
28 employee benefits including, but not limited to, health care, dental and  
29 vision coverage.
- 30
- 31 3. Benefits eligibility for substitute, part-time and short-term contract  
32 teachers as well as those who work twenty-five (25) or fewer hours each  
33 week, and are subsequently hired to a regular, full-time position will be  
34 effective following the completion of forty-five (45) calendar days of  
35 employment as a regular full-time teacher.

36  
37 **Section J - Extended Sick Leave Benefits**

38 The Board shall continue to provide full insurance benefits as provided herein to  
39 a teacher who has exhausted all accumulated sick leave and who continues to be  
40 sick or disabled provided that such continuation of benefits shall be limited to the  
41 sixty (60) calendar days immediately following the depletion of his/her  
42 accumulated sick leave balance. Such teacher shall submit application for such  
43 leave as prescribed by the Board. If the affected teacher is a member of the sick

1 leave bank this section shall become effective after the bank benefits are  
2 exhausted.

3  
4 **Section K - Retirement Incentive Committee**

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

14  
15 **Section L - Personal Property**

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

- 20 1. The property is physically located within the physical plant at which the  
21 teacher is normally assigned.
- 22
- 23 2. The teacher has received written approval from the school principal for  
24 the teacher to place the property at his/her worksite.
- 25
- 26 3. The teacher has provided the principal with written documentation as to  
27 the current market value of the property.
- 28
- 29 4. The teacher has taken reasonable precautionary measures to protect the  
30 property against damage, theft, loss or other covered perils.
- 31
- 32 5. The maximum claim limit for each loss shall be \$300 per item.
- 33
- 34 6. The teacher shall pay the first \$50 per item as his/her deductible  
35 amount.
- 36
- 37 7. Procedures, forms and information necessary for the processing of  
38 claims shall be developed by the District and the Union and provided to  
39 each school.
- 40
- 41 8. The approval or rejection of a claim filed under this coverage shall not  
42 be subject to the grievance procedure of this Agreement.
- 43
- 44

1 **Section M - Child Care**

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

5  
6 **Section "N" – Retroactivity of Contribution (Premium) Collections**

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

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**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.

**2010-2011 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+

**2010-2011 Instructional Bonus**

<b>Grades</b>	<b>Full-Time</b>	<b>Part-Time</b>
AA-BB	\$ 400.00	\$ 200.00
CC-FF	\$ 600.00	\$ 300.00
GG-JJ	\$ 750.00	\$ 375.00
KK-NN	\$ 950.00	\$ 475.00
OO	\$1,200.00	\$ 600.00

Not all employees receive a bonus (criteria below):

- New hires on or after July 1, 2008 are ineligible (by seniority date).
- Promotions on or after July 1, 2008 and through ratification (February 28, 2011) are ineligible.
- All employees who participated in the Deferred Retirement Option Plan (DROP) and were rehired prior to July 1, 2010 are ineligible.

- Bonuses are distributed based upon the employee's Fiscal Year 2011 grade placement as of ratification, and;
- Bonus values increase based upon grade advancement, and;
- Bonus values are differentiated for employees working less than eight (8) hours per day.

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

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

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

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

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

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

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

C. Ninety-nine (99) or more days of full-time teaching, to include paid leave, in any single year shall be considered as one (1) full year of experience. If a full-time teacher works no less than one (1) full semester and such full

1 semester has fewer than ninety-nine (99) days, one year of experience will  
2 be granted for pay purposes.

3  
4 D. Adjustments to higher salary levels shall be made upon submission by the  
5 teacher of appropriate academic credentials. These adjustments shall be  
6 included in the first paycheck practicable following submission of the  
7 appropriate credentials and shall be paid retroactive to the date earned  
8 within the current fiscal year.

9  
10 E. The Board shall provide terminal pay to any teacher upon the teacher's  
11 retirement or to his/her estate or beneficiary if service is terminated by  
12 death. However, such terminal pay shall not exceed the amount shown as  
13 follows:

14  
15 1. During the first three (3) years of district service, the daily rate of pay  
16 multiplied by thirty-five percent (35%) times the number of days of  
17 accumulated sick leave.

18  
19 2. During the next three (3) years of district service, the daily rate of pay  
20 multiplied by forty percent (40%) times the number of days of  
21 accumulated sick leave.

22  
23 3. During the next three (3) years of district service, the daily rate of pay  
24 multiplied by forty-five percent (45%) times the number of days of  
25 accumulated sick leave.

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

29  
30 5. During and after the thirteenth (13th) year of district service, the daily  
31 rate of pay multiplied by one hundred percent (100%) times the number  
32 of days of accumulated sick leave.

33  
34 6. The four (4) days of sick leave credited to each teacher shall be treated  
35 as four (4) days of entitlement upon the teacher's retirement or to  
36 his/her estate or beneficiary if service is terminated by death.

37  
38 7. Payment for terminal pay as described above will be paid sixty (60) days  
39 after the date of normal retirement.

40  
41 F. To calculate a teacher's daily rate of pay, the base salary shall be divided by  
42 one hundred ninety-six (196). To calculate an eleven (11) or twelve (12)  
43 month teaching contract salary, the ten (10) month base salary shall be

1 divided by one hundred ninety-six (196) days and multiplied by the actual  
2 number of contract days.

3  
4 G. Salaries shall be paid twice a month in twenty-four (24) pays.

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

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

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

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

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

44

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

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

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

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

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

37 P. Pay for Performance Plan  
38

39 Employee Name: \_\_\_\_\_ Employee Position: \_\_\_\_\_  
40 School: \_\_\_\_\_ School Number: \_\_\_\_\_  
41

42 I. PROGRAM PARTICIPATION/ELIGIBILITY REQUIREMENTS  
43

1 A teacher who meets the program requirements below shall be considered a  
2 candidate for a Pay for Performance supplement for the 2010-2011 school year.

- 3
- 4 A. Participation in the program shall be voluntary.
- 5
- 6 B. Teacher must have all "effective" ratings in each domain on his/her  
7 current and previous year's evaluation with the Brevard Public Schools.
- 8 C. Teacher must have been on the school board payroll and actively  
9 employed for the entire contract year as a teacher working a forty (40)  
10 hour workweek.
- 11
- 12 D. A copy of the Statement of Intent for every teacher is due to Labor  
13 Relations no later than (date to be determined).
- 14
- 15 E. The written plans for Options II, III, IV and V shall be submitted to the  
16 Principal or Department Head by (date to be determined).
- 17

## 18 II. COMPONENTS OF THE PAY FOR PERFORMANCE PLAN

### 19

### 20 STUDENT ACHIEVEMENT DATA

21

22 Demonstrates growth in student achievement data and uses data to design and  
23 improve classroom instruction and results.

#### 24 TPBA – Teacher Performance-Based Accountability Committee

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

### 30

### 31 ANNUAL ASSESSMENT OF LEARNING GAINS (Teachers may apply individually or 32 as a group)

33

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

42

43 **Option II:** Annual Learning Gains as demonstrated on a standardized criterion  
44 referenced assessment in a specific subject area. Teachers in any grade who do

1 not provide direct instruction in reading or math (Grades 4 through 10) may  
2 select this achievement standard. The assessment instrument must be published  
3 or district developed for use in a test-retest model. A minimum of 90% of the  
4 students must demonstrate annual learning gains equal to one year's growth on  
5 the instrument. A minimum of 70% of the students who took the alternative  
6 assessment must demonstrate annual learning gains on the approved  
7 instrument.

8  
9 **Option III:** Specific progress on other objective measurements. Teachers in  
10 any grade who do not provide direct instruction in reading or math (Grades 4  
11 through 10) may select this standard. The measurement must be a  
12 demonstration of student achievement at the highest level attainable  
13 contributing to district recognition as "First in Florida". Example: team  
14 competition that results in 1st in the district or state; or 5 or more individual  
15 competitions that result in 1st in the district or state.

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

25  
26 **Option V:** School-wide performance demonstrating gains on one of the FCAT  
27 measures. Teachers who do not provide direct instruction in reading or math  
28 (Grades 4 through 10) may select this standard. Teachers may select from the  
29 following:

- 30  
31 1. Exceed the district average by more than 15 scale score points -  
32 FCAT Science.
- 33  
34 2. Exceed the district average by more than 0.4 points - FCAT Writes!
- 35  
36 3. Increase the number of students scoring Level 3 or above by 5%  
37 from previous year in reading.
- 38  
39 4. Increase the number of students scoring Level 3 or above by 5%  
40 from previous year in math.

41 70 points = Eligible Candidate Total Points  
42  
43  
44

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

- 4 A. All teachers who successfully complete the option chosen shall be awarded  
5 the supplement by lottery until all funds are expended.  
6 B. The five percent (5%) supplement for each teacher shall be calculated from  
7 the base contract salary.  
8  
9 C. Payment will be made no later than the last pay period in October of the  
10 subsequent school year.  
11

12 **ARTICLE XVIII - DIFFERENTIATED PAY PLAN**  
13

- 14 A. The Board shall make an effort to find teacher volunteers for all positions  
15 pursuant to this Article. Part of such effort shall include e-mailing all  
16 teachers. The principal shall establish minimum qualifications for  
17 differentiated pay positions within a school and shall review all applicants  
18 who meet the minimum qualifications and make his/her determination as to  
19 who should fill the position. When other factors are judged to be equal, it is  
20 the intent of the district that teacher applicant(s) from the school with the  
21 vacant position shall be chosen.  
22  
23 B. Paid extracurricular duty and differentiated pay positions shall be those set  
24 forth in this Article.  
25  
26 C. No compensation for any differentiated pay positions shall be paid from cost  
27 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 and  
33 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 sponsored  
42 activity.  
43

1 G. In the event an elementary teacher plans to engage in an activity which  
 2 he/she views as qualifying for a special Elementary Program differential, the  
 3 teacher may submit a written request for such differential to his/her  
 4 principal. Such request shall contain the anticipated number of hours beyond  
 5 the normal teacher forty (40) hour workweek. Upon review of the material,  
 6 the principal shall submit the request in a timely fashion along with his/her  
 7 recommendation for final determination, including his/her reasons for such  
 8 recommendation.

9  
 10 H. Schedule of Differentiated Pay

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

1	Literary Magazine (Senior High)	\$ 367.00	\$ 404.00
2	Memory Match	\$ 930.00	\$1,023.00
3	Newspaper (Senior High)	\$1,151.00	\$1,266.00
4	Newspaper (Middle School)	\$ 930.00	\$1,023.00
5	Odyssey of the Mind (three per school)	\$ 318.00	\$ 350.00
6	Optional Class (not subject to indexing)	\$3,190.00	\$ N/A
7	Orchestra (Senior High)	\$2,108.00	\$2,318.00
8	Orchestra (Middle School)	\$1,212.00	\$1,333.00
9	Pre-K Diagnostician (not subject to indexing)	\$5,000.00	\$ N/A
10	Regional Science Fair Coordinator	\$1,420.00	\$1,562.00
11	Resource Teacher – Full (N/A to Adult Ed)	\$5,000.00	\$ N/A
12	(Not subject to indexing)		
13	Resource Teacher – Half (N/A to Adult Ed)	\$2,500.00	\$ N/A
14	(Not subject to indexing)		
15	Robotics (Middle/High School)	\$ 700.00	\$ N/A
16	ROTC (Masters) (not subject to indexing)	\$2,485.00	\$ N/A
17	ROTC Drill Team, Color Guard, Rifle Team,		
18	Drum and Bugle Corps (one differential per		
19	Activity listed above per school)	\$ 612.00	\$ 673.00
20	School Safety Patrol	\$ 734.00	\$ 808.00
21	Science Research Specialist Teacher	\$2,008.00	\$2,208.00
22	SECME	\$ 416.00	\$ 458.00
23	Special Programs (Elementary School approved		
24	Programs only – five per school)	\$ 416.00	\$ 458.00
25	Student Government (Senior High)	\$ 857.00	\$ 942.00
26	Student Government (Middle School)	\$ 734.00	\$ 808.00
27	Team Leader (Middle School)	\$ 808.00	\$ 888.00
28	Unique Program Area (funded by internal accounts)	\$ 734.00	\$ 808.00
29	** Vocational Program (approved programs)	\$ 367.00	\$ 404.00
30	Yearbook (Senior High)	\$1,151.00	\$1,266.00
31	Yearbook (Middle School)	\$ 930.00	\$1,023.00

32  
33 Extra Duty – Transportation \$8.00 per ride

34 \*To be paid to persons on the Instructional Salary Schedule Only.

35

36 \*\*In Vocational Clubs with more than one sponsor in the same club, each  
37 sponsor will receive an amount equal to one-half of the designated differential  
38 rounded up to the next \$5.00.

39

40 Foreign Language – district or higher level competition \$130.00 per competition

41

42 Extra assignments beyond the normal teacher work week within the school year  
43 (except for inservice preparation or teaching) pertaining to workshops, task force

1	development or curriculum and/or instructional materials, and other such		
2	assignments which have district-wide or area-wide application	\$17.00 per hour	
3	Inservice preparation and teaching (maximum of five hours		
4	Per day)	\$ 22.50 per hour	
5	Homebound Instruction (including travel)	\$ 22.50 per hour	
6			
7			<u>Experiential</u>
8			<u>Lane</u>
9	<u>ATHLETICS</u>	<u>2008-11</u>	<u>(6+years)</u>
10	Athletic Business Manager (Senior High/9 <sup>th</sup> Grade)	\$2,177.00	\$2,721.00
11	Athletic Director – Assistant (Senior High with		
12	enrollment exceeding 1200 students offering		
13	full athletic program – differential paid at		
14	the end of the year)	\$1,021.00	\$1,276.00
15	Athletic Director (9 <sup>th</sup> grade through 12 <sup>th</sup> grade)	\$4,762.00	\$5,953.00
16	Athletic Director (Middle School)	\$1,021.00	\$1,276.00
17	Athletic Director (7 <sup>th</sup> and 8 <sup>th</sup> Grade)	\$1,021.00	\$1,276.00
18	Athletic Trainer – All Sports (1 <sup>st</sup> semester) full time	\$5,000.00	\$ N/A
19	Athletic Trainer – All Sports (2 <sup>nd</sup> semester) full time	\$5,000.00	\$ N/A
20	Athletic Trainer – All Sports (1 <sup>st</sup> semester) part time	\$2,500.00	\$ N/A
21	Athletic Trainer – All Sports (2 <sup>nd</sup> semester) part time	\$2,500.00	\$ N/A
22	Baseball – Head	\$2,653.00	\$3,316.00
23	Baseball – Assistant	\$1,429.00	\$1,786.00
24	Baseball – Head JV	\$1,429.00	\$1,786.00
25	Basketball – Head	\$2,653.00	\$3,316.00
26	Basketball – Asst. Varsity	\$1,429.00	\$1,786.00
27	Basketball (Middle School)	\$1,361.00	\$1,701.00
28	Basketball (9 <sup>th</sup> Grade)	\$1,361.00	\$1,701.00
29	Cheerleader Sponsor – JV – Fall	\$1,088.00	\$1,361.00
30	Cheerleader Sponsor – JV – Winter	\$1,088.00	\$1,361.00
31	Cheerleader Sponsor – 9 <sup>th</sup> Grade – Fall	\$1,021.00	\$1,276.00
32	Cheerleader Sponsor – 9 <sup>th</sup> Grade – Winter	\$1,021.00	\$1,276.00
33	Cheerleader Sponsor (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup>		
34	Grade) - Winter	\$1,021.00	\$1,276.00
35	Cheerleader Sponsor – Fall	\$1,190.00	\$1,488.00
36	Cheerleader Sponsor – Winter	\$1,190.00	\$1,488.00
37	Crew	\$1,021.00	\$1,276.00
38	Cross Country	\$1,429.00	\$1,786.00
39	Football – Head	\$3,402.00	\$4,252.00
40	Football – Head 9 <sup>th</sup> Grade	\$1,701.00	\$2,127.00
41	Football – Head JV	\$2,177.00	\$2,721.00
42	Football – Assistant JV	\$2,007.00	\$2,509.00
43	Football – Assistant		
44	(three positions at each school)	\$2,177.00	\$2,721.00

1	Football - 9 <sup>th</sup> grade Assistant (second position		
2	available with more than 35 participants)	\$1,190.00	\$1,488.00
3	Golf	\$1,429.00	\$1,786.00
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 8th	\$1,021.00	\$1,276.00
6	Grades)		
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

33 Professional duties related to Southern Association accreditation are specifically

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

35

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

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

38 through 12 is \$2,500.00.

39

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

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

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

43

44

1 Additional Competition Levels:

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

10  
11 Additional Compensation Schedule:

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

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

24 \$ 78.00 per game/event

25  
26 I. A "Difficult School Assignment" differentiated pay to be paid to all  
27 teachers at the Area Alternative Learning Centers. The amount of the  
28 differential shall be \$1,000.00.

29  
30 J. Differentiated pay to teachers at schools designated by the State as a "F"  
31 school.

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

35 a. Pre-K-6 Teachers

36  
37 b. Title I teachers who regularly provide direct academic  
38 instruction.

39  
40 c. Special reading, writing or math teachers who regularly  
41 provide direct academic instruction.

42  
43 d. Exceptional Education teachers who regularly provide direct  
44 academic instruction.

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

6  
7                                     **ARTICLE XIX - NONDISCRIMINATION**

8  
9     The Board agrees that it shall not illegally discriminate against any teacher with  
10     respect to wages, hours, or conditions of employment by reason of race, color,  
11     creed, national origin, sex, religion, or age. The Board further agrees that sexual  
12     harassment and actions that create a hostile work environment shall not be  
13     tolerated.

14  
15     This Article shall not be construed as to preclude the Board participation in any  
16     Affirmative Action Program or to comply with mandated programs or to preclude  
17     or overcome any form of illegal discrimination.

18  
19                                     **ARTICLE XX - AVAILABILITY OF AGREEMENT**

20  
21     The agreement shall be made available to all teachers at the Board's web site  
22     [www.brevard.k12.fl.us](http://www.brevard.k12.fl.us). and the Union's web site at <http://bftteach.org>. If the  
23     Agreement shall be printed by other than Board facilities, the Union may  
24     designate such printer and the Union shall pay all of the added cost above that  
25     which would be incurred if the Agreement were to be 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

1 their representatives will be clothed with all the necessary power to make  
2 proposals, counter proposals, and to reach tentative agreement on items  
3 being negotiated.  
4

5 D. If any contract between the Board and an individual teacher contains any  
6 language inconsistent with this Agreement, this Agreement shall be  
7 controlling. Further, individual teacher contracts shall conform to this  
8 Agreement to the extent permitted by law and regulation.  
9

10 E. All personnel policies hereinafter adopted by the Board shall be made  
11 known to teachers within thirty (30) days of their adoption.  
12

13 F. All teachers who participate in the production of tapes, publications, or  
14 other produced educational material shall retain residual rights should  
15 they be copyrighted and sold by the district for a profit, provided nothing  
16 herein shall preclude any agreement between the Board and the  
17 teacher(s) regarding such rights.  
18

19 G. This Agreement constitutes the full and complete agreement between the  
20 Board and the Union. This Agreement may be altered or modified only  
21 upon the voluntary mutual consent of the parties in writing and fully  
22 executed as an amendment to this Agreement. For the life of this  
23 Agreement, each party voluntarily waives the right to negotiate over any  
24 matter during the term of this Agreement except as otherwise specifically  
25 required by the preceding section of this Article.  
26

27 H. The Union acknowledges those provisions of the Florida Statutes  
28 prohibiting work stoppages and providing penalties therefore, and agrees  
29 to adhere thereto.  
30

### 31 **ARTICLE XXIII – MATTERS PREVIOUSLY NOT COVERED**

32

33 A. Any previously adopted rule or regulation of the Board which is in conflict  
34 with a provision of this Agreement shall be superseded by the applicable  
35 provisions of this Agreement.  
36

37 B. The Board agrees that if, during the period of this Agreement, it shall  
38 consider the adoption or amendment of any Board policy which shall  
39 substantially affect the working conditions of teachers, the Union shall  
40 have the right to submit its views in writing on such proposed policy  
41 change prior to the Board meeting at which the policy is to be considered,  
42 or orally at said meeting.  
43

1 Notification of intention to consider such policies and the Union response  
2 thereto shall be completed within the requirements of the Administrative  
3 Procedure Act. Notwithstanding the foregoing, the Board may take  
4 emergency action as permitted by the Administrative Procedure Act, and  
5 provided further, that this section shall not be construed to limit or affect  
6 the provisions of Article XXII, Section H. of this Agreement.  
7

- 8 D. Whenever any notice is required to be given either party to this  
9 Agreement by the other party, either shall do so by certified mail, return  
10 receipt requested, at the following addresses:  
11

12 If to the Union: 1007 South Florida Avenue  
13 Rockledge, FL 32955  
14 321/636-3323  
15

16 If to the Board: 2700 Judge Fran Jamieson Way  
17 Viera, FL 32940-6699  
18 321/633-1000, extension 265  
19

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

21  
22 It is understood and agreed that all functions, rights, power, or authority of the  
23 administration of the school district and of the School Board which are not  
24 specifically limited by the express language of this Agreement are retained by the  
25 administration and the Board, provided however that no such right shall be  
26 exercised so as to violate any of the specific provisions of this Agreement.  
27

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

- 29  
30 A. Except as otherwise provided in specific Articles, this Agreement shall be  
31 effective immediately upon ratification by the parties.  
32  
33 B. This Agreement shall be effective until midnight the day immediately  
34 preceding the first day of the beginning of the 2011-2012 teacher work  
35 year.  
36  
37 C. Negotiations for a subsequent Agreement shall commence no later than  
38 May 15, 2011 except as otherwise mutually agreed to by the parties. If  
39 any additional funds should become available for salary adjustments due  
40 to any legislative action the parties shall immediately return to the table to  
41 negotiate all monetary issues.  
42  
43  
44

**ARTICLE XXVI  
SUMMER EMPLOYMENT**

- A. A teacher selected to teach in the District's academic summer school program shall receive the rate of pay as reflected on the previous school year's salary schedule. Each full time teacher who is selected to teach summer school shall be credited with one (1) day of sick leave for each month of employment to be credited at the beginning of each month, provided that such leave shall not be used prior to the time it is earned and credited. A teacher who has accrued sick leave available to him/her shall be allowed to use such sick leave in order to be absent from his/her summer school teaching duties. The reasons for use of sick leave are the same as for such use during the teacher's normal work year. All summer school teaching positions shall be advertised and preferential consideration shall be given to continuing contract and professional services contract teachers who are certified in fields required for summer school programs. In the principal's determination as to which teachers shall be assigned to summer school, the principal shall ensure that a fair and equitable rotation of teacher applicants is established.
  
- B. A teacher who is assigned to teach in the adult education program shall not be entitled to any rights conferred by this Agreement. A teacher who is assigned to teach in the summer school program shall not be entitled to any rights conferred by this Agreement except as provided herein.

**(This Section Intentionally Left Blank)**

1 **APPENDIX**

2  
3 **Employee Hospitalization/Medical Plan**

4 In addition to the employee benefits otherwise contained in the Collective  
5 Bargaining Agreement between the parties, the following employee benefits and  
6 other pertinent information shall become effective upon ratification by the  
7 employees and the School Board. Upon ratification these benefit plan rates are  
8 effective for the period of May 1, 2011 through December 31, 2011.

9  
10 **The Brevard Public Schools Health Plan**

11 The following rates are based upon a monthly calculation:

12	13 Type	14 Premium Amount	15 Board Contribution	16 Employee Contribution
17	Employee	\$ 575.90	\$ 524.23	\$ 51.67
18	Employee /Spouse	\$ 878.14	\$ 524.23	\$353.91
19	Employee/Children	\$ 740.20	\$ 524.23	\$215.97
20	Employee/Family	\$1,025.21	\$ 524.23	\$500.98

21 Surcharge of \$250.00 for Spouse with insurance elsewhere.

22 **Prescription Drug Plan**

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

25  
26 Prescription drugs, limited to a thirty (30) day supply are paid at 100% at  
27 participating pharmacies, after a \$15.00 co-payment for generic; \$30.00 co-  
28 payment for preferred brand-name drugs and \$70.00 co-payment for non-  
29 preferred brand name drugs. The above co-payments will be applied to each  
30 prescription and each refill.

31  
32 Mail order service for long-term maintenance prescription drugs is available,  
33 limited to a 90-day supply, with a \$40.00 co-payment for generic drugs, \$80.00  
34 co-payment for preferred brand-name drugs and \$140.00 co-payment for non-  
35 preferred brand-name drugs.

36  
37 **Mental Health Plan**

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

Benefit Feature	In-Network Employee Pays		Out-of-Network Employee Pays
Lifetime / Annual Maximum			None
Calendar Year Deductible (CYD)	\$0		\$600/year individual \$1,200/year 2 or more
Out of Pocket Maximum Per Calendar Year	\$3,000/year individual \$6,000/year 2 or more		\$5,000/year individual \$10,000/year 2 or more
	<b>Copay</b>	<b>Coinsurance</b>	<b>Coinsurance</b>
In-Patient Hospital; average semi-private rate	\$500 copay	20% coinsurance	40% coinsurance after CYD
In-Patient Mental Health & Substance Abuse	\$500 copay	20% coinsurance	40% coinsurance after CYD
Outpatient Surgery	\$0	20% coinsurance	40% coinsurance after CYD
Office Visit – PCP or Mental Health	\$25 copay	\$0	40% coinsurance after CYD
Office Visit – Specialist	\$45 copay	\$0	40% coinsurance after CYD
Urgent Care Center/Convenience Care	\$40 copay	\$0	40% coinsurance after CYD
Emergency Room	\$150 copay plus 20% coinsurance		
Preventive Care Benefits such as:*	Subject to Health Care Reform (PPACA) Preventive Care Benefits are 100% covered within Clinical Guidelines based on age and gender		40% coinsurance after CYD
Well Baby Exam			40% coinsurance after CYD
Well Child Exam			40% coinsurance after CYD
Annual Well Adult Exam			40% coinsurance after CYD
Mammography, PAP, & PSA Screenings			40% coinsurance after CYD
Colonoscopy Screening			40% coinsurance after CYD
Ambulance Services	\$0	20% coinsurance	40% coinsurance after CYD
Major Diagnostic Services	\$0	20% coinsurance	40% coinsurance after CYD
Maternity Care	\$0	20% coinsurance	40% coinsurance after CYD
Outpatient Hospital Facility including but not limited to ambulatory surgery, diagnostic, laboratory, rehabilitation	\$0	20% coinsurance	40% coinsurance after CYD
Laboratory & X-ray Services Physician Office Reference Laboratory Radiology Facility	\$0 \$0 \$0	\$0 \$0 \$20% coinsurance	40% coinsurance after CYD
Chiropractic Coverage Limited to twenty (20) visits per calendar year	\$0	20% coinsurance	40% coinsurance after CYD
Short-term rehabilitative Services (**PT, ST, OT, pulmonary) Limited to a combined sixty (60) visits per calendar year	\$0	20% coinsurance	40% coinsurance after CYD
Chemotherapy, Radiation Therapy at outpatient facility	\$0	20% coinsurance	40% coinsurance after CYD
Skilled Nursing Facility (includes rehab hosp & sub-acute facilities - limited to 120 days per calendar year)	\$0	20% coinsurance	40% coinsurance after CYD
Home Health Care – Multiple visits can occur in one day' with a visit defined as a period of 2 hours or less to a max of 8 visits/day	\$0	20% coinsurance	40% coinsurance after CYD
Durable Medical Equipment (includes Diabetes Supplies)	\$0	20% coinsurance	40% coinsurance after CYD
Hospice	\$0	20% coinsurance	40% coinsurance after CYD
Cardiac Rehabilitative Services Limited to 36 visits per calendar year	\$0	20% coinsurance	40% coinsurance after CYD
Transplant Services -Maximum benefit for transportation, lodging and meals \$10,000, subject to guidelines in Section IV of the plan document. (SPD)	\$0	20% coinsurance	40% coinsurance after CYD
External Prosthetic Devices	\$0	20% coinsurance	40% coinsurance after CYD
Penalty for failure to pre-certify listed procedures	\$0	\$0	15% reduction in allowance of benefits

1 \*For more information regarding the preventive care recommendations, please see the  
2 federal government website:  
3 <http://www.healthcare.gov/center/regulations/prevention/recommendations.html>

4  
5 \*\*PT – Physical Therapy, ST – Speech Therapy, OT – Occupational Therapy

6  
7 Calendar Year Deductible, copay, and coinsurance all apply to the Out-of-Pocket  
8 Maximum per year

9  
10 The BPS Health Plan is a single option plan that includes both in- and out-of-  
11 network benefits. There are coverage features in the plan that use terms such  
12 as calendar-year-deductibles, copays, out-of-pocket maximums, coinsurance etc.  
13 These terms are defined below. You should also check the Summary Plan  
14 Description or the Schedule of Benefits for additional details about the BPS  
15 Health Plan.

16  
17 ❖ **What is Calendar-Year-Deductible (CYD)?**

18 The amount you must pay before the BPS Health Plan will begin paying anything.  
19 This only applies if you use an out-of-network provider. You will pay this once  
20 per plan year. For an individual it is \$600 and for two or more it is \$1,200.

21  
22 ❖ **What is a Copay?**

23 A flat fee you pay at the time you receive a medical service. For example when  
24 you visit your in-network primary care doctor, you will pay flat \$25 copay for that  
25 office visit. The remaining balance will be paid by the BPS Health Plan.

26  
27 ❖ **What is Coinsurance?**

28 A percentage of the total allowed charge that you must pay. For example if the  
29 in-network allowed charge is \$100 and your coinsurance is 20%, you will pay  
30 \$20, which is 20% of \$100, and the BPS Health Plan will pay the remaining \$80  
31 balance.

32  
33 ❖ **What is the Out-Of-Pocket (OOP) Maximum?**

34 Is the maximum amount of money you are required to pay in copays,  
35 deductibles, and coinsurance for covered medical services during the plan year.  
36 Once you reach this level during any plan year the BPS Health Plan will cover all  
37 necessary medical expenses at 100% for the remainder of the plan year. Please  
38 note that pharmacy copays do not apply to the medical out-of-pocket maximum.

1 ❖ **Who is included in the Calendar-Year-Deductible and Out-of-Pocket**  
2 **(OOP) Maximum when you refer to an “Individual” or “two or**  
3 **more”?**

4 To fulfill the requirements of the CYD and/or OOP Maximum, an individual BPS  
5 Health Plan member must incur the total amount for the “Individual.” However  
6 when you cover “two or more” members through the BPS Health Plan, any  
7 combination of incurred amount by any member will count toward the total  
8 amount. An example of reaching the in-network two or more OOP Maximum of  
9 \$6,000 would be: Mary covers her spouse, John, her son, Joe, and her  
10 daughter, Jane, under the BPS Health Plan. Mary incurs \$1,500 of coinsurance  
11 and copay charges, John incurs \$2,000, Joe incurs \$2,000 and Jane incurs \$500.  
12 The plan will now pay 100% of all in-network covered services for the remainder  
13 of the plan year. Using the same family, an example of reaching the in-network  
14 individual OOP Maximum of \$3,000 would be: Mary incurs \$1,500 of coinsurance  
15 and copay charges, John incurs \$500, Joe incurs \$3,000 and Jane incurs \$250.  
16 In this case the plan will pay 100% of all in-network covered services for the  
17 remainder of the plan year for JOE ONLY until Mary, John, and Jane incur \$750  
18 more in combined charges to reach the \$6,000 two or more OOP Maximum.  
19

20 ❖ **What happens to any Copays, Coinsurance, and Calendar-Year-**  
21 **Deductible paid between January 1 and April 30, 2011?**

22 Any amounts accumulated between January 1 and April 30 will rollover to the  
23 members Out-of-Pocket and Calendar-Year-Deductibles accumulators in the new  
24 BPS Health Plan.  
25

26 ❖ **What is meant by the out-of-network Maximum Reimbursable**  
27 **Charge?**

28 The Maximum Reimbursable Charge (MRC) is determined by the Third Party  
29 Administrator (TPA), CIGNA. The MRC is based on the average provider charges  
30 for the area and it is this amount that is used to determine your 40%  
31 coinsurance and the 60% amount that will be paid by the plan. The MRC is not  
32 always the total amount billed by the out-of-network provider. You may be liable  
33 for the difference between the MRC and the billed charges.  
34

35 ❖ **How are laboratory and x-ray services charged to the member?**

36 Allowed in-network laboratory expenses are paid by the plan after the office visit  
37 copay is paid. This includes labs done in the physician’s office or at an in-  
38 network laboratory facility. Out-of-network labs are 40% coinsurance after the  
39 CYD. Allowed in-network x-rays performed in the physician’s office are paid by  
40 the plan after the office visit copay is paid. X-rays performed at an in-network  
41 facility will incur a 20% coinsurance. Out-of-network x-rays are 40%  
42 coinsurance after the CYD.  
43  
44

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*  
14 *Summary Plan Description (SPD), the provisions of the SPD prevail.*

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30 **(THIS SECTION INTENTIONALLY LEFT BLANK)**  
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44

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized  
2 representatives to execute this negotiated Agreement on this 28<sup>th</sup> day of  
3 February, 2011 to be effective as stated herein.  
4  
5  
6  
7

8 **THE SCHOOL BOARD OF BREVARD COUNTY**

9  
10  
11 By: Barbara A. Murray  
12 Chairperson

13  
14  
15 Attest: [Signature]  
16 Superintendent of Schools

17  
18  
19 Attest: [Signature] 3-25-11  
20 Chief Negotiator  
21  
22  
23

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

27  
28  
29 By: [Signature] 3/25/11  
30 President/Chief Negotiator  
31

32  
33 Attest: [Signature]  
34 Vice President  
35  
36  
37  
38  
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41  
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43  
44

## INDEX

1		
2	academic freedom	46
3	academic differentiated pay	68-70
4	acceptable use policy for e-mail	37
5	access to school after hours	38
6	accruing sick leave	47-48
7	activities, attending	39
8	activities, supervision at	67
9	adjustment to workweek	19-20
10	adoption, extended personal leave and	52
11	adult education, compensation for	64
12	advanced study, leave and	52-53
13	agreement, defined	1
14	annual contract reappointments	33-34
15	<b>Appendix (Health Insurance)</b>	77-80
16	arbitration of grievance	6-8
17	assault and battery	2
18	assault - defined	2
19	assault on a teacher	41
20	assault, premised on affirmative act	2
21	assault, time lost resulting from	41
22	assault while performing duties	41
23	assignment out of area	25
24	assignments and transfers	29-32
25	assignments beyond workweek	26
26	athletic differentiated pay schedule	70-72
27	attending inservice	27
28	attending PTA/PTO meetings	24
29	<b>Availability of Agreement - Article XX</b>	73
30	bargaining procedures	74
31	battery - defined	2
32	base salary	60
33	benefits while on leave	46-47
34	bids for health insurance	56-57
35	board policies affecting agreement	74-75
36	board, defined	2
37	bulletin boards	10
38	calendar	16-17
39	campaign literature	10
40	carrying over comp time	22
41	checking for head lice	42
42	child rearing leave	52
43	class interruptions	35-36
44	classroom furnishings	37

1	classroom management training, ER&D and	24-25
2	classroom visitors	37-38
3	closing media center	17-18
4	COBRA	80
5	college courses, professional leave and	50
6	commendations in personnel files	35
7	comp time carryover	22
8	comp time for interrupted planning	20
9	comp time for parent conference	20
10	comp time guidelines	21-22
11	comp time in lieu of personal leave, verification for	22
12	comp time in lieu of sick leave	22
13	comp time on inservice day	27
14	comp time use	19-21
15	comp time, assignments beyond workweek and	18
16	comp time, parent conferences	20
17	comp time, request to use	21
18	comp time, transferring	21
19	complaints used in evaluations	34-35
20	complaints in personnel files	34-35
21	<b>Conformity to Law and Savings Clause - Article XXI</b>	73
22	continuation of benefits	80
23	continuing contract, reducing	54-55
24	copy machines	37
25	corporal punishment	42
26	court appearance, leave and	50-51
27	courtesy copy, bulletin board posting	10
28	courtesy copy, union literature	10
29	covering classes of absent teacher	39
30	credit for one year on salary schedule	61
31	credit toward salary, years of experience	61
32	critical shortage areas, hiring in	24
33	daily rate of pay	62
34	<b>Definitions - Article II</b>	2-4
35	degreed, non-certificated personnel	24
36	dental insurance	56
37	desk, search of teacher's	42
38	differentiated pay, academic	68-70
39	differentiated pay, athletic	70-72
40	difficult school assignment	72
41	direct deposit, pay and	62
42	disability insurance	57
43	disability resulting from assault	41
44	disciplinary action against teacher following complaint	41-42

1	discipline, maintaining	40-41
2	discipline, school advisory council and	40
3	discussion of reprimands	42
4	dismissal of teacher	15-16
5	distribution of literature	10
6	district, defined	2
7	dividing classes	39
8	doctorate degree, salary and	60
9	duplicating equipment	37
10	<b>Duration of Agreement - Article XXV</b>	75-76
11	duty-free lunch	17
12	education service, leave and	52-53
13	egregious act	64
14	electronic grading and posting	17
15	elementary non-student time	24
16	e-mail	37
17	<b>Emergency School Closing - Article XII</b>	45-46
18	employee hospitalization/medical plan	77
19	ER&D programs	24-25
20	ESOL training	29
21	evaluation by teachers	25
22	evaluation conference	34
23	evaluation, discipline referrals and	34
24	evaluation, parent/student complaints and	34
25	evening functions, comp time and	20
26	exclusivity rights	15
27	extended personal leave	52
28	extended sick leave benefits	58
29	<b>Extracurricular Activities and Differentiated Pay Compensation –</b>	
30	<b>Article XVIII</b>	67-68
31	faculty committee	27
32	faculty meetings	35
33	faculty meetings, union announcements	14
34	fair employment practices	15-16
35	<b>Fair Practice - Article III</b>	4
36	filling vacancies	39
37	financial planning information	12
38	fiscal year, defined	3
39	force, reasonable	40-41
40	formal evaluations	33
41	formal observations	33
42	forty hour workweek	17,19,24
43	forty-four/thirty-six schedule	24
44	freedom, personal/academic	46

1	full-time teacher, defined	3
2	<b>General Conditions of Employment - Article VI</b>	15
3	good faith negotiating	74
4	grades due	17
5	<b>Grievance Procedure - Article IV</b>	4-8
6	hazardous situation	44-45
7	head lice, checking for	42
8	health insurance benefits	77-80
9	health insurance costs	77-80
10	health insurance	77-80
11	holidays, paid	16
12	home base school designation	25
13	hours on non-student days (44/36)	24
14	illness/injury in the line of duty	49
15	inservice day options	27
16	instruction outside workday, planning for	19
17	instructional salary schedule	60
18	instructional task forces and workshops	28
19	insurance committee	57
20	insurance while on leave	46
21	intercom, used for listening, intercommunications system	33
22	intervention program	33-34
23	involuntary transfer	30-32
24	itinerant teachers, lunch and	25
25	itinerant teachers, mileage and	23-24
26	itinerant teachers, planning time and	25
27	job classifications, definitions	2-4
28	Job Corps, leave and	52-53
29	<b>JROTC (Type "G" Employees) - Article VIII</b>	43-44
30	judgment against teacher, criminal or civil	41-42
31	jury duty, leave and	50-51
32	leave for union service	8-9
33	leave school, request to	19
34	leave, adoption of a child	52
35	leave, advanced study and education service	52-53
36	leave, child rearing	52
37	leave, maternity	51-52
38	leave, personal or exhausted sick	53-54
39	leave, public service	53
40	<b>Leaves of Absence - Article XIV</b>	46-54
41	leaves, paid	47-51
42	leaves, unpaid	51-54
43	legal defense, board provided	42
44	lesson plans required	26-27

1	lesson plans, format	26-27
2	lesson plans, submission	26-27
3	lesson plans, waived, D-F Schools	26-27
4	liability insurance provided by board	42
5	life insurance	56
6	locking storage	38
7	lost time resulting from assault	41
8	lunch duty, assigning personnel	17
9	lunch duty, closing media center	17-18
10	lunch duty, resource ex. ed. teachers	17
11	lunch, duty-free	17
12	lunch, paid	20
13	make-up days after school closing	45
14	master's degree, salary and	60
15	maternity leave extension	52
16	maternity leave	51-52
17	<b>Matters Previously Not Covered - Article XXIII</b>	75
18	media center, closing for lunch duty	17-18
19	medical examination	39
20	mileage for itinerant teachers	23-24
21	military leave	51
22	military service credit toward salary	61
23	minimum qualifications, differentiated and	67
24	misbehavior, correction of	41
25	miscellaneous (general conditions)	38-40
26	<b>Miscellaneous - Article XXII</b>	74
27	modified school calendar schools	40
28	moving materials	38
29	National Board certification, professional leave and	50
30	National Guard, leave for	51
31	needs improvement evaluation/salary freeze	64
32	negotiations on school time	9-10
33	<b>Nondiscrimination - Article XIX</b>	73
34	non-emergency medical procedures, performing	42
35	non-renewal of any teacher	15-16
36	non-student days - 44-36 schedule	24
37	notice to vacate a classroom	38
38	notification of school closing	45-46
39	observations	33
40	opt out, health insurance and	55
41	optional class differential	68
42	orientation meeting for incoming teachers	15
43	out of area provision/mileage	23-24
44	paid holidays	16

1	paid leaves	47-51
2	paid lunch	20
3	paid vacation, ROTC	44
4	parent complaints	34-35
5	parent conferences	18,20,36
6	parent conferences, comp time for	20
7	parent-teacher conferences, facilities for	36
8	parking for teachers	36
9	part-time teacher, defined	3
10	pay dates	63
11	pay for degree/experience	60-61
12	pay frequency	62
13	payroll deduction, union dues	13
14	payroll deduction, union insurance	13-14
15	Peace Corps, leave and	52-53
16	peer evaluation prohibition/bargaining unit personnel	32
17	performing non-emergency medical procedures	42
18	personal leave	48-49
19	personal or exhausted sick leave	53-54
20	personal property, insurance for	58-59
21	personal transportation, reimbursement for	63
22	<b>Personal/Academic Freedom - Article XIII</b>	46
23	personnel files	34-35
24	placement, changing student	43
25	placement, changing volunteer	43
26	planning for instruction outside workday	24-25
27	planning period, length of	19-20
28	planning time, elementary	18-19
29	planning time, exceptions to	18-19
30	planning time, subbing during	18
31	planning time, uninterrupted	18
32	planning time, uses	18
33	playoffs, differentiated pay for	72
34	<b>Political Activity - Article XI</b>	45
35	posting vacancies/promotional	27-28
36	postplanning, defined	3
37	ppo (preferred provider organization)	56
38	preparation time	18-19
39	preplanning, defined	3
40	principal, defined	3
41	professional services contract, recommendation for	33
42	Professional Development, Intern Assignments and	44
43	professional leave	49-50
44	PTA/PTO meetings, attending	24

1	public service, leave and	53
2	punishment, corporal	42
3	quantity of discipline referrals	34
4	reappointments	30-31
5	reasonable force	40-41
6	reassignment within a school	30
7	reassignment outside the school/discipline or reprimand	41-42
8	<b>Recognition - Article I</b>	2
9	<b>Reduction in Force - Article XV</b>	54-55
10	reemployment after leave/military	51
11	referral for misbehavior	40
12	referral, informing teacher of results of	40
13	referral, return of student after	40
14	referrals, evaluations/teachers' personnel file	34-35
15	representation, right to	42
16	reprimand, discussion of	42
17	reprimand, right to representation and	42
18	request reassignment within same school	30
19	request to leave school	19
20	rescheduling after school closing	45
21	reserve duty, leave for	51
22	responses in personnel files	34-35
23	restrictions on personal leave	48-49
24	restrooms	36
25	retired teachers, insurance and	57
26	retirement incentive committee	58
27	retroactive pay for degree/experience	63
28	return of student after referral	40
29	reviewing personnel files	34-35
30	right to representation for reprimand	42
31	<b>Rights of the Board - Article XXIV</b>	75
32	room and teaching assignment for following year/semester	25
33	ROTC salary (JROTC)	43
34	ROTC, paid vacation (JROTC)	44
35	roving	38
36	<b>Safety and Health - Article X</b>	44-45
37	salary study committee	61
38	<b>Salary - Article XVII</b>	60-66
39	salary, JROTC	43
40	school activities, attending	25-26
41	school day	17
42	school day, defined	3
43	school site, defined	3
44	school visitation by union representatives	11-12

1	school volunteers	43
2	school year, defined	3
3	school, defined	3
4	search of teacher's desk	42
5	shortened days, end of semester	16
6	sick leave bank	48
7	sick leave	47-51
8	sick leave, summer school and	76
9	smoking areas	38
10	southern association, differentials and	71
11	specialist's degree, salary and	60
12	storage	37
13	student complaints	34
14	student day, defined	4
15	student placement changes	43
16	<b>Student/Intern Assignments - Article IX</b>	44
17	subpoenas, leave and	50-51
18	substitute pay for teachers	63
19	substitutes	39
20	<b>Summer Employment - Article XXVI</b>	76
21	summer school, compensation for	76
22	superintendent, defined	4
23	superintendent-union conferences	11
24	supervision at activities	67
25	supervisory duty assignments	27
26	supervisory lunch room duties	17-18
27	tax deferred annuity program	57
28	Teacher Corps, leave and	52-53
29	teacher directory	13
30	teacher evaluations	32-34
31	teacher facilities	36-38
32	teacher intervention program	33-34
33	teacher lounge area	36
34	teacher observations	32-34
35	teacher parking	36
36	<b>Teacher Protection - Article VII</b>	40-43
37	teacher, defined - full and part-time	3
38	teaching and room assignment for following year/semester	25
39	teaching assignments and duties	24-27
40	telephones	36
41	terminal pay	61-62
42	terminal pay, date for	62
43	time clock prohibition	25
44	time on agenda of faculty meetings/union	14

1	transfer, involuntary	30-32
2	transfer, voluntary	29-32
3	transferring comp time	21
4	transferring sick leave from other districts	47
5	transportation, reimbursement for	63
6	transporting students	38
7	travel out of area	23-24
8	traveling between schools	23-24
9	typing equipment	37
10	uninterrupted planning time	18
11	union business, personal leave and	8-9
12	union conferences	11
13	union dues deduction	13
14	union exclusivity rights	15
15	union meetings	10-11
16	union membership	4
17	union representation at board meetings	12
18	union representation on board committees	12
19	union representative, defined	4
20	<b>Union Rights - Article V</b>	8-15
21	union service, leave for	8-9
22	union, defined	2
23	unpaid leaves	51-54
24	unsafe working conditions	44-45
25	unsatisfactory evaluation	33-34,64
26	unused sick leave, annual payment for	47-48,61-62
27	unused sick leave, terminal pay for	62
28	use of school equipment and supplies	14-15
29	using sick leave	47-48
30	vacancies and promotional vacancies	27-28
31	vacancies, filling	28
32	vacancies, filling - 30 days	40
33	vacate, notice to	38
34	vision insurance	56
35	visiting classrooms/48 hour notice	37
36	voluntary transfers	29-32
37	volunteers/school	43
38	<b>Welfare - Article XVI</b>	55
39	work stoppage, personal leave and	49
40	workshops and instructional task forces	28
41	workweek adjustment	19-20
42	workweek, forty hours	17,19,24
43	work year, ROTC	43-44
44	year-round schools	40

**BOARD BARGAINING TEAM**

Joy A. Salamone, Chief Negotiator  
Terrilynn Berry  
Robert Fish  
Jim Hickey  
Jim Hudson  
Barry Pichard  
Judy Preston  
Susan G. Standley  
Rhonda R. Stewart  
Karen Strickland  
Kenneth Winn

**UNION BARGAINING TEAM**

Janet Eastman, Chief Negotiator  
Lynda Bell  
Dan Bennett  
John Chybion  
Vicki Dyer  
Larry Finch  
Cherline Gipson  
Tammy Michonski  
Michael Mugge  
Juanita Saylor  
Dorothy Wells

## 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. Brian T. Binggeli  
Superintendent  
Brevard Public Schools

Ms. Cyndi Van Meter  
Associate Superintendent,  
Division of Curriculum  
and Instruction  
Equity Coordinator

Dr. Walter Christy,  
Director  
Secondary Education

Ms. Pam Treadwell  
Director  
ESE Program Support  
Services  
ADA/Section 504  
Coordinator

School Board of Brevard County  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940-6601  
(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. Joy Salamone, Director  
Human Resources Services  
Labor Relations

School Board of Brevard County  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940-6601  
(321) 631-1911

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