

# **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**



**2011-2012**

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**AGREEMENT**

This Agreement is made and entered into effective as of midnight ~~February 28, 2011,~~ May 23, 2012 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 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 ~~I. 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 ~~J. 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 ~~K. L.~~ The term **PRINCIPAL** shall mean the head of any school to which  
27 teachers are regularly assigned, or his/her designee.  
28
- 29 ~~L. M.~~ The term **SCHOOL** shall mean buildings at a work location to which  
30 teachers are regularly assigned.  
31
- 32 ~~M. 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 ~~N. O.~~ The term **SCHOOL SITE** shall mean buildings and grounds to which  
36 teachers are regularly assigned.  
37
- 38 ~~O. P.~~ The term **SCHOOL YEAR** shall mean the period of time beginning with  
39 the first workday for teachers and ending with their last workday, inclusive,  
40 as prescribed by the calendar as adopted by the Board.  
41
- 42 ~~P. Q.~~ The term **SHORT-TERM TEACHER** shall mean a teacher who is  
43 appointed to work by the School Board to work in replacement for a regular

1 contract teacher for more than twenty (20) days but less than 99 days in  
2 any given  
3 school year.

4  
5 **Q. R.** The term **STUDENT DAY** shall mean the hours of the day when the  
6 majority of students are required to attend their assigned schools.

7  
8 **R. S.** The term **SUPERINTENDENT** shall refer to the Superintendent of  
9 Schools of the School Board of Brevard County or his/her designee.

10  
11 **S. T.** The term **TEACHER** shall mean those employees listed in Article I.

12  
13 **T. U.** The term **UNION** shall refer to the Brevard Federation of Teachers and its  
14 duly authorized representatives.

15  
16 **U. V.** The term **UNION REPRESENTATIVE** shall mean any person so  
17 designated by the Union president.

### 18 **ARTICLE III - FAIR PRACTICES**

19  
20  
21 A. The Board hereby agrees that every teacher shall have the right to organize,  
22 join, and support the Union. The Board agrees that it shall not directly or  
23 indirectly discourage, deprive, or coerce any teacher in the enjoyment of any  
24 rights conferred by this Agreement. The Board agrees that it will not  
25 discriminate against any teacher with respect to wages, hours, or any terms  
26 or conditions of employment by reason of membership in the Union,  
27 participation in any activities of the Union, negotiations with the Board, or  
28 institution of any grievance, complaint, or proceeding under this Agreement.

29  
30 B. The Board agrees that employment application forms and oral interview  
31 procedures for teachers shall continue to omit any required reference to the  
32 applicant's membership in any employee organization which seeks collective  
33 bargaining status.

34  
35 C. The Board agrees not to require any teacher to complete an oath of loyalty  
36 unless otherwise required by law.

### 37 **ARTICLE IV - GRIEVANCE PROCEDURE**

#### 38 **Section A - Definitions**

39  
40  
41 1. 1. A grievance is an allegation, by a teacher(s) and/or the Union that  
42 there has been a violation, misinterpretation, or misapplication of any  
43 specific term(s) and provisions(s) of this agreement or an established  
44 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
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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.~~ All substitute cost shall be borne by the Union.
  - 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~~ a. September 5, 2011  
37 ~~b. November 25, 2010~~ b. November 24, 2011  
38 ~~c. November 26, 2010~~ c. November 25, 2011  
39 ~~d. December 31, 2010~~ d. January 2, 2012  
40 ~~e. January 17, 2011~~ e. January 16, 2012  
41 ~~f. April 22, 2011~~ f. April 6, 2012  
42  
43 4. Two selected Wednesdays scheduled before the end of the school year  
44 One (1) selected early release Wednesday a month, except for

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

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

#### 41 **Section C - School Day**

- 42 1. A teacher shall be entitled to a daily duty-free lunch period of no less  
43 than thirty (30) minutes inclusive of the time to escort students to the  
44 cafeteria, provided teachers assigned to self-contained exceptional

1 education classes shall be entitled to such duty-free lunch when  
2 feasible. The forty (40) hour workweek shall be inclusive of the daily  
3 lunch period. It is not the intent of the Board herein to preclude  
4 reasonable duty-free lunch time not provided herein, where such may  
5 be reasonably provided nor to preclude a principal from implementing  
6 an alternative method of providing such duty-free lunch to a teacher for  
7 whom duty-free lunch is not provided herein. All schedules for  
8 teachers' lunch shall reflect the thirty (30) minutes provided for duty-  
9 free lunch and may include the statement that the thirty (30) minutes  
10 will include time to escort students to the cafeteria.

- 11
- 12 a. The principal is encouraged to consider the availability of all  
13 nonbargaining unit personnel when assigning supervisory lunch  
14 room duties.
- 15
- 16 b. Teachers of resource exceptional education classes shall not be  
17 required to serve lunchroom supervision longer than a time equal  
18 to the length of time allotted for individual students' lunch periods.
- 19
- 20 c. If a principal decides to close the school library in order for the  
21 Media Specialist to serve lunchroom supervision, the principal is  
22 encouraged to seek alternative procedures which will allow the  
23 media center to remain open during such lunch serving time.
- 24
- 25 2. Except as provided herein, teachers who are assigned to teach in  
26 elementary schools, middle schools, junior high schools, or high schools  
27 shall be scheduled for a period of uninterrupted preparation time.
- 28
- 29 a. The use of such preparation time shall normally be for the purpose  
30 of teacher preparation, student staffing, individual parent  
31 conferences, department meetings, evaluation conferences, and  
32 the like. It is not the intent of the parties for planning time to be  
33 used for those purposes, which could be better accomplished by  
34 utilizing a school-wide faculty meeting.
- 35
- 36 b. In the event a principal assigns a teacher to the class or classes of  
37 an absent teacher and/or the teacher loses his/her preparation  
38 time as a result of an assignment, compensatory time equal to the  
39 amount of lost preparation time shall be made available to the  
40 affected teacher for such preparation time.
- 41
- 42 c. The length of preparation time for teachers in middle schools,  
43 junior high schools, and high schools shall normally be equal to the  
44 length of the students' class period on the day preparation time is

1 granted. Except for schools with block scheduling, preparation time  
2 for part-time teachers shall be scheduled pro rata.

- 3
- 4 d. Teachers in elementary schools shall be scheduled for no less than  
5 two hundred sixty (260) minutes of preparation time during each  
6 full five (5) day workweek. Sixty (60) of the two hundred sixty  
7 (260) minutes may be outside the normal student day. If the  
8 workweek is less than five (5) days, such preparation time shall be  
9 reduced pro-rata fifty-two (52) minutes per day for each day  
10 students are not scheduled to attend full time. It is the intent of the  
11 parties that the allowance to schedule sixty (60) minutes of  
12 planning time as provided herein, should not be used to lower the  
13 amount of planning that has normally been scheduled during the  
14 student day.
- 15
- 16 e. Except as otherwise provided herein, preparation time as provided  
17 herein shall be scheduled within the six and one-half (6 1/2) hour  
18 period of time immediately following the beginning of the normal  
19 student day.
- 20
- 21 f. Classroom teachers assigned to teach in elementary schools shall  
22 have two (2) of their five (5) forty (40) minute weekly preparation  
23 times as "No meeting zones" for uninterrupted preparation time.  
24 Each school will determine which days each week will be so  
25 designated. Except in an emergency, the principal shall not adjust  
26 the schedule.
- 27
- 28 g. Vocational Teachers with multi-period blocks of classes and/or  
29 other teachers not normally assigned to class groups shall not be  
30 entitled to preparation time as described herein. This latter group  
31 includes, but is not limited to, counselors, occupational specialists,  
32 alternative education teachers, area counselors, resource teachers  
33 and media specialists not assigned a full class load. Multi-period  
34 blocks of classes as used herein shall mean only those instances in  
35 which a teacher's classes are scheduled in multi-period blocks for  
36 the entire student day, e.g. three (3) classes of two (2) period  
37 blocks in a six (6) period day. Provided that in the event of an  
38 emergency, planning time as provided herein for an exceptional  
39 education teacher may not be provided.
- 40
- 41 h. It is not the intent of the Board herein to preclude reasonable  
42 preparation time for teachers not covered herein, where such  
43 preparation time may reasonably be provided.
- 44

- 1 i. A teacher who is not assigned to the extended day program as  
2 provided herein and is scheduled for more than one (1) daily non-  
3 teaching period may be assigned to perform other duties as  
4 required during no more than two (2) of such additional daily non-  
5 teaching periods per teacher workweek.  
6
- 7 j. A teacher assigned to teach in the four-period block schedule may  
8 be assigned by the principal for up to ninety (90) minutes per week  
9 in increments of no greater than forty-five (45) minutes a day to  
10 perform other duties to maintain the orderly function of the school.  
11
- 12 k. Every reasonable effort shall be made to provide teachers required  
13 to attend a staffing with no less than ten (10) workings days  
14 notice.  
15
- 16 3. A teacher may leave the school site during his/her workday after  
17 signing out (manually or electronically) and notifying the principal or  
18 designee.  
19
- 20 4. The normal teacher workweek shall not exceed forty (40) hours  
21 inclusive of a daily thirty (30) minute lunch period except in an  
22 emergency and/or compensatory time.  
23
- 24 a. If the teacher workweek shall be less than five (5) days as a  
25 consequence of an official school recess or holiday, the normal  
26 workweek shall be reduced pro-rata from paragraph 4 above.  
27
- 28 b. Adjustments to the workweek shall be allowed only when the  
29 length of the work assignment(s) does not cumulatively exceed  
30 thirty (30) minutes in a normal workweek.  
31
- 32 c. Assignments beyond the thirty (30) minutes in such workweek are  
33 subject to the compensatory time provisions of this Agreement.  
34
- 35 5. In the event a teacher is assigned to work beyond the normal forty (40)  
36 hour workweek, then compensatory time shall be accrued by the  
37 teacher. The rules for accrual of compensatory time shall be as follows:  
38
- 39 a. In the event a teacher meets with a parent of his/her students and  
40 such meeting causes the teacher to extend his/her forty (40) hour  
41 workweek, time spent at the parent conference shall be subject to  
42 compensatory time provided that the principal and teacher have  
43 prior mutual agreement that such parent conference time will  
44 qualify for compensatory time. Parent conferences as used herein

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

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

13  
14 c. Requests to accrue compensatory time shall be submitted within  
15 seven (7) workdays of the event and the principal shall act on the  
16 request within four (4) workdays of submission by returning the  
17 signed form. In the event the principal does not act on any  
18 request for accrual of compensatory time within the specified time  
19 frame the request shall be considered approved.  
20

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

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

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

36 6. The rules governing the utilization of compensatory time shall be as  
37 follows:  
38

39 a. Except as otherwise provided herein, compensatory time shall only  
40 be utilized during the school year in which it is earned. Teachers  
41 shall be given the opportunity to utilize their compensatory time, as  
42 provided herein, and compensatory time shall not be carried forward  
43 from one school year to another except as provided.  
44

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

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

11  
12 j sick leave taken on an inservice day or post-planning day shall be  
13 deducted from the accrued sick leave balance of the teacher.

14  
15 j. In the event a teacher chooses to utilize compensatory time in lieu  
16 of sick/personal leave as provided herein, such teacher shall be  
17 given a verification of such time being so charged to his/her  
18 compensatory time  
19 balance.

20  
21 7. As used herein, the normal teacher workweek shall not include time  
22 devoted to performance of duties for which compensation is received  
23 pursuant to The Schedule of Differentiated Pay for Extracurricular and  
24 Differentiated Pay Compensation. If such assignment is not included in the  
25 Schedule of Differentiated Pay, the amount paid for such assignment shall  
26 be as determined by the Board.

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

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

41  
42 b. If the first stop of the day is farther from the employee's home  
43 than the established work site, the employee will be eligible for

1 mileage reimbursement for the difference between the work site  
2 and the first stop of the day.

3  
4 c. From the first stop of the day, the employee will be eligible for  
5 reimbursement for mileage to other sites for official business during  
6 the day.

7  
8 d. The employee shall be reimbursed for mileage between the last  
9 stop of the day and return to the established work site or to the  
10 employee's home, whichever shall be the lesser, which could result  
11 in the employee being reimbursed for returning home from work.

12 e. Since reimbursement for returning home is made for personal, not  
13 business, miles traveled, it will result in taxable income to the  
14 employee and will be reported on the employee's W-2.

15  
16 f. The reimbursement rate shall be no less than the rate allowed by  
17 law.

18  
19 g. In the event that a teacher is required by the Board to travel within  
20 the district but beyond the administrative area (North, Central,  
21 South) in which he/she is normally assigned, the teacher shall be  
22 entitled to mileage either to and from his/her normal worksite to  
23 the out-of-area worksite, or to and from his/her home to the out-  
24 of-area worksite, whichever shall be the lesser. This out-of-area  
25 provision is intended to entitle a teacher to reimbursement for  
26 travel to and from an assignment for which he/she received specific  
27 direction by the Board to attend and which also requires a teacher  
28 to travel from one administrative area to another.

29  
30 9. Attendance of teachers at PTA or PTO meetings shall be voluntary.

31  
32 10. The length of the normal teacher workweek shall be forty (40) hours. During  
33 the ten (10) days totaling eighty (80) hours reflected on the Board-adopted school  
34 calendar as student non-attendance days, the Superintendent and/or Principal shall  
35 schedule forty (40) hours of teacher work assignments providing a forty (40) hour  
36 balance which shall be designated as teacher planning/preparation time. ~~used at~~  
37 ~~the teacher's discretion~~. The Principal shall give to teachers on the first day of pre-  
38 planning a written schedule of the year's non-student days, specifying which hours  
39 are to be administratively designated and which hours are to be used ~~at teacher~~  
40 ~~discretion~~ as teacher planning/preparation time. Except in an emergency, the  
41 Principal shall not adjust the schedule. In such case, the adjusted schedule shall  
42 be provided in writing with details of the emergency. ~~Unless the teacher is~~  
43 ~~planning at a school board facility or approved site, such four (4) hours of planning~~  
44 ~~is not subject to Worker's Compensation injury claims unless otherwise specified~~  
45 ~~under State Statute.~~ **(Impasse Decision 5.7.12)**

1 ~~11. The additional two and one half (2-1/2) hours will be earmarked for~~  
2 ~~teacher planning/preparation on campus, and shall be a mutually~~  
3 ~~agreed upon schedule between the teacher and the principal. It is not~~  
4 ~~the intent of this language that all teachers shall have the same~~  
5 ~~schedule for the additional two and one half (2-1/2) hours.~~

6  
7 11. The regular workweek is forty (40) hours. The principal will establish  
8 the thirty-seven and a half (37-1/2) hour workweek. The teachers will  
9 be able to use the other two and one half (2-1/2) hours as agreed upon  
10 with the principal. Such agreements will be performed on campus.

11  
12 **Section D - Teaching Assignments and Duties**

13 1. a. Pursuant to state law, the Board may hire degreed, non-certificated  
14 personnel for positions designated "critical shortage". The Union  
15 will be notified seven (7) calendar days prior to the publication of  
16 the Board agenda item concerning the Board designating such  
17 "critical shortage" teaching areas. The Union may provide input  
18 for the Board's consideration. All other teachers must qualify for a  
19 valid Florida teaching certificate.

20  
21 b. The Board and the Union agree to review the classroom  
22 management training of the beginning teacher in order to  
23 determine what changes, if any, should be made in order to better  
24 equip beginning teachers to handle student discipline. On a  
25 voluntary basis, Educational Research and Dissemination programs  
26 on classroom management for the beginning teachers shall be  
27 made available to teachers during the afternoon of the preplanning  
28 period. The voluntary nature of such ER&D programs shall not  
29 prohibit the principal from providing compensatory time for such  
30 attendance, provided that up to four (4) ER&D instructors shall be  
31 granted compensatory time for time spent in instructing the ER&D  
32 Program described above.

33  
34 2. Teachers shall be assigned to a grade level and/or subject for which  
35 they are qualified. If teachers are assigned to a grade level and/or  
36 subject beyond the scope of their certificate they shall be reassigned as  
37 promptly as circumstances permit within the scope of their certificate.  
38 The foregoing shall not preclude agreement of teachers to continue to  
39 teach outside the scope of their certificate while working for the  
40 acquisition of proper certification.

41  
42 3. Every effort shall be made not to move a teacher from a primary to an  
43 intermediate assignment or from an intermediate assignment to a  
44 primary assignment or more than two grade levels from his or her

1 current assignment without the consent of the teacher. Every effort  
2 shall be made not to move a secondary teacher more than two grade  
3 levels, or out of or into specialized programs without the consent of the  
4 teacher. Every effort shall be made to not give a secondary teacher a  
5 third preparation. Language from 2010-2011 which was improperly  
6 placed. Moved from Section C, 4.  
7

8 **3.4.** No later than one week before the voluntary transfer period begins, the  
9 principal shall make available, upon request of the teacher, his/her  
10 anticipated teaching and room assignment for the following school year.  
11 Further, after December 1, the principal shall make available upon  
12 request of the teacher, his/her anticipated teaching assignment for the  
13 forthcoming school semester.  
14

15 **4.5.** Schedules for all classroom teachers in secondary schools shall be  
16 posted in each school no later than September 28 of each school year.  
17 Room assignments, planning times, and grade assignments shall be  
18 similarly posted in each elementary school. Both the teacher's  
19 certification(s) and recent teaching experience shall be considered when  
20 determining the teacher's assignment.  
21

22 **5.6.** No teacher shall be required to formally evaluate any other teacher,  
23 except for the purpose of assessing individual collaborative mutual  
24 accountability within school teams as required in the District's  
25 Instructional Personnel Performance Appraisal System (IPPAS). There  
26 shall be no requirement that peer observations be reported to  
27 administration.  
28

29 **6.7.** If teachers are required to teach at more than one school, one school  
30 shall be designated as his/her home base. Except as otherwise  
31 provided herein, teachers who are assigned to teach in more than one  
32 school and such assignment results in his/her traveling between such  
33 schools during the student day, such teacher shall suffer no loss of the  
34 rights conferred by this Agreement, including loss of planning time  
35 and/or duty-free lunch as contained herein.  
36

37 **7.8.** The use of time clocks for checking in and out shall be prohibited.  
38

39 **8.9.** Teacher participation in school activities beyond the normal teacher  
40 workweek shall be voluntary wherever possible. If a situation arises  
41 where such assignment must be made where no volunteers are  
42 available, priority consideration will be given to the teacher's prior  
43 personal commitments. All assignments beyond the teacher workweek  
44 will be compensated pursuant to Article XVIII of this Agreement, or if

1 such assignment is not included within Article XVIII, such amount as  
2 may be determined to be appropriate by the Board.

3  
4 **9.10.** Based on the instructional needs of the school as determined by  
5 the principal, teachers are eligible for an Optional Class Differential. This  
6 assignment is on a voluntary regular daily basis and is limited to the  
7 circumstances listed below:

- 8 a. A teacher may volunteer to teach a class during his/her planning  
9 period on a regular daily basis.
- 10  
11 b. A teacher assigned to teach five periods may volunteer to teach an  
12 optional seventh period.
- 13  
14 c. Each principal shall notify all teachers from his/her faculty of the  
15 availability of scheduled optional classes.
- 16  
17 d. Teachers desiring to work an optional class period must notify the  
18 principal in writing of his/her desire to participate in such  
19 assignment.
- 20  
21 e. All applicants who express a desire to teach an optional class  
22 period shall be notified of the principal's decision as soon as  
23 possible.
- 24  
25 f. Among the factors to be considered in the selection of teachers for  
26 such optional class assignments shall be the following:
- 27 1) area(s) of certification  
28 2) current and prior teaching experience  
29 3) differentiated pay position(s) held
- 30  
31 g. Such teachers shall be compensated pursuant to Article XVIII,  
32 Section H, Schedule of Differentiated Pay.

33  
34 **10.11.** Lesson Plans are required. The format for plans shall be decided  
35 by the teacher for the purpose of working with his/her students and  
36 shall include sufficient information for substitutes and evaluators.  
37 Teachers leaving the district or transferring to another school shall turn  
38 in their lesson planbooks and/or gradebooks to the principal as part of  
39 the checkout procedure. Routine submission of lesson plans shall not be  
40 required except in the following instance: when the performance of the  
41 teacher has been less than satisfactory. In this event, format and  
42 content may be part of an assistance plan. Lesson plan restrictions shall  
43 be waived for all "D" and "F" schools until they have regained at least  
44 "C" status.

1 **11.12.** The parties agree that the provision for student supervision is  
2 primarily the responsibility of the professional employees in order to  
3 ensure a safe school environment. Supervisory duty assignments and  
4 supervisory duties for teacher restroom breaks shall be reviewed by the  
5 principal and a faculty committee to ensure adequate supervision and  
6 equitable distribution of assignments. Faculty volunteers to the  
7 committee will be sought.

8  
9 **12.13.** The requirements and procedures for teacher attendance at Board-  
10 adopted district inservice days as reflected on the Board-adopted district  
11 calendar shall be as follows: Teachers shall attend inservice programs  
12 held on inservice days except as provided below.

- 13  
14 a. When district records show that a teacher has had, within the three  
15 (3) previous years, a specific inservice experience, which is being  
16 required, the teacher may attend at his/her option.  
17  
18 b. Upon a review of the inservice programs offered on a specific  
19 inservice day, the teacher and his/her principal mutually agree that  
20 the programs offered on that day do not contain activities which  
21 would beneficially apply to the responsibilities of the teacher or the  
22 teacher has renewed his/her certificate for that school year, the  
23 teacher shall be allowed to remain at his/her school or at another  
24 school board cost center, as assigned by the principal or request  
25 compensatory time.  
26  
27 c. A teacher is granted an approved leave of absence for that day(s).

28  
29 **13.14.** When a teacher receives a significant reassignment after the start  
30 of the school year, the principal shall provide non-student time for  
31 planning and preparation.

32  
33 **14.15.** Teachers serving in differentiated pay positions at other than their  
34 home school may, at the discretion of the principals involved, with  
35 reasons given when denied, leave at the end of the school's student day  
36 to fulfill those differential responsibilities.

37  
38 **15.16.** The Ed-Line portal and electronic gradebook (GradeQuick) shall be  
39 used in lieu of paper grade books. The teacher of record will input and  
40 upload to the Ed-Line portal grades or content weekly for parents to  
41 review. Grades reported in the areas of Art, Music, Physical Education  
42 or specialized programs may vary. On-going training shall be made  
43 available to teachers.  
44

1 **16.17.** The parties agree that with growing use of technology, there is a  
2 reduced need for paperwork. Every effort shall be made to eliminate  
3 the need for multiple entry of data.  
4

5 **17.18.** No teacher shall be required to apply for an award, or retaliated  
6 against for not applying for an award, for his/her school(s) or  
7 department(s), for which they are ineligible.  
8

9 **18.19.** In order to maintain employment, instructional staff are required to  
10 hold teacher certification issued by the Florida Bureau of Educator  
11 Certification or the District as a term of employment will be required to  
12 be certified, qualified and highly qualified to teach core content courses  
13 or certified and qualified to teach non-core content courses in the areas  
14 for which they are re-employed. If a teacher removes a certification for  
15 which they were employed, re-employed or reappointed to teach, the  
16 District has no further obligation to continue his/her employment.  
17

## 18 **Section E - Vacancies and Promotional Vacancies**

- 19 1. A notice of all promotional vacancies shall be posted in each school at  
20 least five (5) workdays prior to the closing of the application period. A  
21 copy of such notice shall be sent to the Union president at the time it is  
22 sent to schools.  
23
- 24 2. The assistant superintendent for Human Resources Services or designee  
25 shall post, on the district website a listing of all current teacher and  
26 promotional vacancies.  
27
- 28 3. The Board agrees to notify applicants and Union of the Board's decision  
29 regarding the filling of such vacancy(ies) provided that the applicant  
30 and Union have submitted a stamped self-addressed envelope with  
31 his/her application.  
32
- 33 4. No promotional vacancy, except vacancies which exist at the level of  
34 superintendent's staff, shall be permanently filled until all teachers who  
35 have properly submitted applications and who meet the qualifications as  
36 reflected on the posted notice have been given the opportunity to be  
37 interviewed.  
38
- 39 5. For the Purpose of Promotion
  - 40 a. A notice of promotional vacancy shall set forth the qualifications,  
41 primary requirements, duties, and other pertinent information and  
42 the date by which the applicant must file the application. Such  
43 notice shall also include information indicating the salary range for  
44 the position and procedures for application.

- 1 b. Promotional vacancies shall be positions on the Administrative and  
2 Support Salary Schedule as adopted by the Board.  
3  
4 c. A notice of promotional vacancy shall reflect the anticipated  
5 location of the vacancy if known.  
6  
7 6. A notice of instructional task forces and workshops to be appointed  
8 shall be posted in each school at least fifteen (15) calendar days prior to  
9 the closing of the application period for appointment thereto. Such  
10 notice shall include the criteria pertinent to the appointment. In filling  
11 such positions consideration shall be given to the prior opportunity of  
12 teachers to serve on such similar task forces and workshops so that  
13 they may be shared equitably among qualified teachers seeking such  
14 appointments.  
15  
16 7. Upon written request, teachers shall be granted interviews for all posted  
17 vacancies for which they qualify before such vacancies are filled.  
18  
19 8. Training for ESOL/META endorsement shall be the District's  
20 responsibility. Upon ratification of this agreement, for each person who  
21 qualifies for the ESOL endorsement through the 300-hour district ESOL  
22 Add-On Certification Program, the District will fund the ~~\$56.00~~ \$75.00  
23 application cost to the Department of Education. This payment is not  
24 retroactive.  
25

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

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

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- 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.
  - c.
3. Involuntary Transfer
- In the event a decline in student enrollment necessitates the Board reducing continuing contract and professional services contract teachers within a school, the following procedures shall be followed:
- a. The principal shall inform the faculty of the necessity to reduce continuing contract and professional services contract teachers and provide the faculty with the opportunity to request transfer to fill a vacancy at another school.
  - b. Prior to the reappointment of any annual contract teachers, all continuing contract and professional services contract teachers, in the district, shall be assigned to a position. Provided that in the event there is no continuing contract teacher or professional

1 services contract teacher certified in a field in which there is a  
2 vacant position, an annual contract teacher may be appointed to fill  
3 such position.  
4

5 c. A listing of teacher vacancies shall be posted at each school, which  
6 is reducing continuing contract or professional services contract  
7 teachers. The list shall be made available to all teachers on Share  
8 Point, or other internal electronic means, no later than the first day  
9 of the transfer period.  
10

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

20 e. The teacher shall receive notification of the interviewing principal's  
21 decision regarding such transfer request.  
22

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

30 g. If the Board effectuates a reduction of continuing contract and  
31 professional services contract teachers by involuntary transfer, the  
32 following procedures shall be followed:

33 1) If within five (5) workdays after faculty notification as provided  
34 in paragraph 1 herein, there remains the necessity to reduce  
35 continuing contract or professional services contract teachers,  
36 the Board shall give written notification to the selected teacher  
37 of the Board's intent to involuntarily transfer him/her. Within  
38 five (5) workdays of such notification, a teacher so selected  
39 shall be granted an interview in the same manner and within  
40 the same guidelines as provided to teachers who have  
41 volunteered for transfer as provided herein.  
42

43 2) A teacher so selected shall have the right to meet with the  
44 superintendent and advance reasons why such involuntary

1 transfer should not occur. A request for such meeting shall be  
2 filed no later than five (5) workdays after notification of such  
3 involuntary transfer.  
4

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

15 h. In the event the Board determines to transfer a teacher for reasons  
16 other than declining enrollment, the following procedures shall  
17 apply:

- 18 1) Upon notification, the teacher will be given the opportunity to  
19 voluntarily transfer fifteen (15) days prior to the date of the  
20 transfer provided the teacher receives a complete list of  
21 available positions at the beginning of the fifteen (15) day  
22 window.  
23 2) The teacher who volunteers will be given priority over new  
24 hires in the affected teacher's field of certification in those  
25 schools at which the teacher has sought an interview.  
26

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

- 29 1) The teacher shall receive written notification as soon as the  
30 final decision to effectuate such transfer is made.  
31  
32 2) The reason(s) for such transfer shall be contained in such  
33 notification.  
34  
35 3) The teacher shall be given the opportunity to meet with the  
36 Superintendent for the purpose of advancing his/her reasons  
37 why such transfer should not take place.  
38

39 4. In the event the Board decides to close a school for the following school  
40 year, Continuing Contract (CC)/Professional Services Contract (PSC)  
41 teachers at the affected school shall have a separate transfer period that  
42 shall end no later than the beginning of the first voluntary transfer  
43 period as described in Article VI, Section F. I. (f). Before such transfer  
44 period, it shall be determined to which school(s) students from the

1 closing school will transfer. Teachers shall be allowed to interview at  
2 the school(s) that are to receive students from the closing school. Every  
3 reasonable effort shall be made to place CC/PSC teachers at the  
4 receiving schools, as long as there are positions available that match  
5 certifications. Teachers may then participate in voluntary transfer  
6 periods.  
7

## 8 **Section G - Teacher Evaluations**

- 9 1. A teacher shall be apprised of the Board's formal evaluation procedures.  
10 Such appraisal shall be scheduled during preplanning provided that a  
11 teacher who is employed after the preplanning period shall be similarly  
12 apprised prior to the implementation of such procedures relative to the  
13 evaluation of such teacher. Appraisal as required in this paragraph shall  
14 include the teacher appraisal system, as well as any checklist type of  
15 form that an individual principal may determine to use in a particular  
16 school.  
17
- 18 2. Observations of a teacher's performance for the purpose of formal  
19 evaluation shall be conducted either singularly or in combination by a  
20 school administrator(s), district level administrator(s), or other qualified  
21 persons, except other bargaining unit personnel, who may be  
22 specifically requested by the Board to assist in such observation(s). If  
23 an evaluator is used who is not regularly assigned to work in the same  
24 school as the teacher being evaluated, such evaluator shall be identified  
25 to the teacher prior to such evaluation. A teacher may decline to accept  
26 input from a teacher, except a peer mentor teacher, that will ultimately  
27 be used as part of his or her evaluation.  
28  
29 a. A teacher may decline to be observed by a specific teacher or  
30 teachers except a peer mentor teacher.  
31  
32 b. Where a school has more than one (1) administrator assigned, a  
33 teacher may request one of the administrators not be assigned to do  
34 the teachers' evaluation.  
35
- 36 3. All formal observations shall be conducted with the knowledge of the  
37 teacher.  
38
- 39 4. Any observation which is to be utilized as part of a formal evaluation  
40 shall be of no less than twenty (20) consecutive minutes in length and  
41 Every teacher will have no less than one (1) consecutive twenty (20)-  
42 minute administrative observation as part of a formal annual evaluation  
43 and no longer than the period of time that the particular class or activity  
44 is in session, and shall be reduced to writing. Any other observations of

1 a teacher's performance by administration which are to be utilized in  
2 the evaluation of such teacher's performance shall be in writing and  
3 provided to the teacher within five (5) working days.  
4

5 5. Formal observations shall be discussed with the teacher within ten (10)  
6 workdays following the observations. The purpose for such discussion  
7 shall be for the evaluator and teacher to examine the teacher's  
8 strengths and weaknesses and possible assistance to be given and  
9 means for improvement of those strengths and weaknesses. Such  
10 evaluation shall not be discussed with nor displayed in front of students  
11 or parents, provided this paragraph shall not be applicable to any Board  
12 meeting. The teacher shall be provided a signed copy of the formal  
13 evaluation within twenty-four (24) hours of the discussion.  
14

15 6. Teachers shall be provided with a copy of all written observation  
16 records and shall be given the opportunity to submit written comments  
17 regarding such records for attachment thereto, provided such  
18 comments are submitted within fifteen (15) workdays of the receipt by  
19 the teacher of the observation record.  
20

21 ~~7. No later than three (3) weeks following the receipt of the Florida~~  
22 ~~Comprehensive Achievement Test (FCAT) scores and date of June 30,~~  
23 ~~whichever is later, the final recommendation as to whether a teacher~~  
24 ~~eligible therefore should be advanced to professional services contract~~  
25 ~~will be furnished to the teacher along with a copy of the final written~~  
26 ~~evaluation report.~~  
27

28 7. 8. A planned practice of using the intercommunications system in a  
29 school for the purpose of gathering information to be used in the  
30 evaluation of that teacher shall not be allowed.  
31

32 8. 9. For the purposes of this section, "formal observation" and "formal  
33 evaluation" shall mean, respectively, the observations and procedures  
34 conducted for the primary purpose of judging teacher performance.  
35

36 ~~10. In the event a teacher receives an overall rating of "Unsatisfactory" on~~  
37 ~~his/her annual formal evaluation, he/she will have been observed for no~~  
38 ~~less than two (2) twenty (20) minute periods as provided herein. The~~  
39 ~~term "overall rating of unsatisfactory" as used herein shall mean as~~  
40 ~~described in the adopted District Performance Appraisal Plan.~~  
41

42 9. 11. In the event the Board shall desire to alter the contents of the  
43 teacher evaluation instrument in use as of the effective date of this  
44 agreement, prior to such alteration the Union shall be provided written

1 notification of the Board's intent to effect such alteration. The Union,  
2 upon receipt of such notification shall be allowed seven (7) calendar  
3 days within which to respond regarding such changes.  
4

5 **10. 12.** Whenever the principal schedules a conference with a teacher for  
6 the purpose of discussing his/her formal evaluation, such teacher shall  
7 be given prior notice of the purpose of such conference.  
8

9 **11. 13.** Parent and/or student complaint(s) shall be reported to the teacher  
10 prior to the inclusion of such complaints in the formal evaluation of the  
11 teacher. The teacher shall have the opportunity within fifteen (15)  
12 workdays to resolve and/or respond to the complaint(s). The failure of a  
13 teacher to respond as provided herein shall not prohibit the inclusion of  
14 such material in the teacher's formal evaluation.  
15

16 **12. 14.** The quantity of discipline referrals and number of student failures  
17 shall not be considered in isolation, but should be considered in  
18 conjunction with other factors such as severity of discipline referral  
19 offenses, level of classes, number of preparations, and grouping  
20 patterns.  
21

22 **13. Established at each school site: Three (3) teacher leaders will be**  
23 **chosen to review the Professional Growth Plans (PGP) submitted by**  
24 **teachers. They will individually score the PGPs and fill out a score**  
25 **sheet. Teachers on the review team will receive a supplement based on**  
26 **the number of teachers at the schools:**  
27

28	0-39 teachers	\$200.00
29	40-59 teachers	\$250.00
30	60-79 teachers	\$300.00
31	80-99 teachers	\$350.00
32	100+ teachers	\$400.00

### 33 34 **Section H - Personnel Files**

35 1. No complaints or evaluative material shall be placed in the files of a  
36 teacher unless the teacher has had an opportunity to read the material.  
37 The teacher shall acknowledge that he/she has read such material by  
38 affixing his /her signature and date on the actual copy to be filed, with  
39 the understanding that such signature merely signifies that he/she has  
40 read the material to be filed and does not necessarily indicate  
41 agreement with the content. Upon request, and at his/her expense, the  
42 teacher shall receive a copy of said material at the time he/she affixes  
43 his/her signature to the material.  
44

- 1           2. The teacher shall have the right to submit written response to such  
2           complaint or evaluative materials and such response shall be placed in  
3           the personnel file of the teacher, provided such response shall be within  
4           fifteen (15) workdays of the date on which the complaint or evaluative  
5           material was made known to the teacher. Such response shall be  
6           attached to all file copies of the complaint or evaluative material.  
7
- 8           3. A teacher may place in his/her personnel file a reference to, or a  
9           summary of, honors, awards, and official commendations, which relate  
10          directly to the teacher's duties.  
11
- 12          4. Anonymous information shall not be placed in a teacher's personnel file.  
13
- 14          5. A teacher shall have the right to review his/her personnel file during  
15          normal business hours and when the teacher is not otherwise assigned,  
16          provided such review shall be conducted in the presence of the  
17          administrator or designee in charge of such file. The teacher may be  
18          accompanied by a representative for such review. A teacher shall not  
19          permanently remove any item from his/her file. A teacher shall have  
20          the right to reproduce any material in his/her personnel file.  
21
- 22          6. Except as provided by law, a teacher's personnel file shall be open to  
23          inspection only by the School Board, the superintendent, the principal,  
24          the individual teacher to whom the file applies and a representative who  
25          may accompany the teacher during such inspection.  
26
- 27          7. This section shall not be applicable to recommendations or appraisals  
28          from other employers, universities or colleges or other references.  
29
- 30          8. In the event the Board is required by law to develop changes in the  
31          Board's procedures regarding teacher personnel files, the Board agrees  
32          to notify the Union of such changes as may be necessitated by such  
33          law.  
34

### 35 **Section I - Faculty Meetings**

- 36          1. Except as circumstances otherwise clearly require, faculty meetings at  
37          each school shall be held during the regular teacher workweek.  
38
- 39          2. Except in an emergency, notification of each faculty meeting shall be  
40          given at least two (2) calendar days prior to the meeting.  
41
- 42          3. In the event a scheduled faculty meeting date is changed, notification  
43          of such change shall be provided as promptly as the need for such  
44          change is determined by the principal.

1 **Section J - Class Interruptions**

2 Announcements over intercommunication systems shall be made only if  
3 necessary. Regularly scheduled announcements should be adhered to during the  
4 time built into the daily schedule. The parties agree that it is the intent that any  
5 use of the intercommunication system shall result in a minimum of disruption to  
6 the educational process.  
7

8 **Section K - Parent Conferences**

9 The parties agree that periodic individual parent conferences are desirable and  
10 can be beneficial to the student, the teacher, and/or the parent(s). If the  
11 principal shall schedule such a conference, he/she shall discuss an appropriate  
12 time for such conference with the teacher(s) involved. When the principal  
13 determines a date, time and place for the conference, the teacher shall be so  
14 notified. Prior to such conference the teacher(s) shall be informed of the  
15 purpose(s) for the conference to the extent that it is known by the principal.  
16

17 **Section L - Teacher Facilities**

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

1 7. The Board shall make available at each school a private area for parent-  
2 teacher conferences.

3  
4 8. Classrooms

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

9  
10 b. The Acceptable Use Agreement for the use of the School Board of  
11 Brevard County's electronic mail system shall be:

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

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

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

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

- 1) The teacher shall have a 48-hour notice prior to the scheduled visit.
  - 2) The teacher shall have the option of waiving the 48-hour notice.
9. Teachers shall not be required to provide textbooks, audiovisual equipment or similar facilities.
  10. When school is not in session, teachers may be given access to the building by arranging such access with the principal.
  11. In the principal's determination, as provided by law, as to which area(s) at the worksite shall be designated as nonsmoking and smoking, he/she shall seek the opinion of the employees at the affected schools regarding such designation. The principal shall make known to his/her faculty reasons regarding his/her decision.
  12. When a teacher is assigned to teach at more than one school or in two (2) or more classrooms, such teacher shall have available to him/her a place to store his/her working materials. Such storage area shall be secure from access from unauthorized persons, and shall include a desk and locking storage. The teacher and administrator shall be responsible for following reasonable and prudent measures to assist in such security. A means for moving materials will be made available to teachers assigned to teach in two (2) or more classrooms. The Board shall make every reasonable effort to ensure that such teacher is able to teach in the same room each day.
  13. Except as the needs of the students clearly require, no teacher shall be required to rove more than two (2) consecutive years in any four (4) year period. The principal shall seek and utilize volunteers prior to designating a teacher to rove. The term "rove" shall be construed to mean an assignment when a teacher is scheduled to teach in more than two (2) locations within the school.
  14. When the principal becomes aware of the necessity to vacate a classroom for renovation or maintenance, the principal shall notify the affected teacher as soon as such situation becomes known to the principal.

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

1. No teacher shall be required to transport students.

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

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

- 3  
4 9. Teachers, if being moved to a new room shall not be required to move  
5 any items other than personal materials.

6  
7 **Section N - Year-Round Schools (Modified Calendar)**

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

13  
14 **ARTICLE VII**  
15 **TEACHER PROTECTION**

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

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

41  
42 Before the student is returned to class, serious consideration should be  
43 given to the effect such return would have on the learning environment for  
44 the other students in the class. If the consequence of a discipline referral is

1 a conference with administration, the teacher shall be allowed to attend that  
2 conference if he or she requests.

3  
4 B. The teacher shall have the right and responsibility to impose classroom  
5 discipline where necessary and may use reasonable force to protect  
6 himself/herself from attack, or to prevent injury to a student where  
7 intervention is a prudent course of action.

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

17  
18 D. School authorities will endeavor to achieve correction of student misbehavior  
19 through counseling, interviews, and conferences.

20  
21 E. Any case of assault upon a teacher while in the performance of his/her  
22 assigned duties shall be promptly reported to the appropriate representative  
23 of the Board. The Board shall render reasonable assistance to the teacher in  
24 connection with handling of the incident by law enforcement authorities.

25  
26 F. Time lost by a teacher in connection with any assault on a teacher or as a  
27 consequence of the negligence of the Board shall be handled as follows,  
28 provided the teacher was at all times acting within the scope of his/her  
29 employment and pursuant to Board policy and applicable law:

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

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

42  
43 3. Where a teacher is finally adjudged guilty of a criminal charge or has  
44 judgment entered against him/her in a civil case as related to the

1 incident, the Board has no further responsibility for pay or loss of  
2 accumulated leave.

3  
4 G. Any disciplinary action taken against a teacher based on a complaint by a  
5 parent or student shall be limited to informal action unless the matter is first  
6 reported to the teacher in writing. Formal disciplinary action resulting from  
7 such complaint shall be limited to those matters which have been reported  
8 to the teacher in writing.

9  
10 H. If any teacher is sued in a civil action as a result of any action taken by the  
11 teacher in the proper exercise of his/her responsibilities, the Board will  
12 provide for the defense thereof.

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

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

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

36  
37 L. The Board shall continue to provide liability insurance coverage for all  
38 teachers no less comprehensive than that in effect on the effective date of  
39 this Agreement.

40  
41 M. A written statement by the Board governing use of corporal punishment of  
42 students shall be made available on the district website. The Board agrees  
43 to indemnify teachers against any civil damages and provide for the defense  
44 of any act authorized by such written statement of the Board.

1 N. No teacher shall be disciplined for refusing to check for head lice and/or  
2 perform non-emergency medical procedures on students. It is not the intent  
3 of the Board that scheduled routine medical procedures be construed as  
4 emergencies.  
5

6 O. School Volunteers

7 1. Prior to the principal assigning a volunteer to work with a classroom  
8 teacher, the teacher shall be given a reasonable amount of time during  
9 which he/she may interview the volunteer and/or let his/her views be  
10 known regarding the volunteer's assignment to the classroom. The  
11 parties agree that the best interests of all parties are served when  
12 volunteer assignments are made in an atmosphere of mutual  
13 consideration.  
14

15 2. If a conflict arises after placement of a volunteer in a teacher's  
16 classroom, the teacher shall request, in writing, a change of volunteers.  
17 If such request is denied, the principal's reasons for such a refusal shall  
18 be stated in writing by the principal with copies to the teacher, the  
19 volunteer, the Union president, and the area superintendent.  
20

21 P. When the principal determines to change a student's placement, the  
22 affected teacher(s) shall have been given notice of the change.  
23

24 Q. The Board agrees that whenever a parent complaint comes to  
25 administration, the parent should first be referred to the teacher to address  
26 the matter. The administration should notify the teacher of the parent  
27 contact.  
28

29 R. A copy of anything a teacher is requested to sign shall be provided to the  
30 teacher by the end of the next business day.  
31

32 **ARTICLE VIII**  
33 **JROTC (Type "G" Employees)**  
34

35 A. Salary - The Board shall pay Type "G" employees the difference between  
36 their active duty pay (including allowances which are an appropriate part  
37 thereof as designated by the branch of the employee's military service) and  
38 their retirement pay from the military, provided the Board is reimbursed  
39 one-half (1/2) the cost of the same from the military. Type "G" employees  
40 shall receive rank differentials as provided in Article XVII, effective 1986-87  
41 school year. In the event a JROTC teacher's active duty pay would be less  
42 than the amount he/she would receive as a Type E employee, the JROTC  
43 teacher shall receive the higher amount.  
44



1 C. The Professional Development Council (PDC) shall review the feasibility of  
2 awarding inservice credit to a teacher completing a student teacher or  
3 student intern assignment. The maximum inservice credit allowed by the  
4 then current district Master Inservice Plan shall be awarded to a teacher for  
5 and upon completion of a student teacher or teacher intern assignment.

6  
7 **ARTICLE X**  
8 **SAFETY AND HEALTH**  
9

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

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

18  
19 The Board agrees to provide the Union with a written description of the District's  
20 plan, which addresses the maintenance of the classroom environment.

21  
22 **ARTICLE XI**  
23 **POLITICAL ACTIVITY**  
24

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

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

33  
34 **ARTICLE XII**  
35 **EMERGENCY SCHOOL CLOSING**  
36

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

40 1. When an emergency confronts the schools, notification of the closing of  
41 schools will be released for broadcast over local radio and television  
42 stations as soon as possible.  
43



1 the Board for teachers who are not on leave of absence. A teacher on  
2 unpaid leave of absence may, with the consent of the insurance carrier,  
3 continue benefits under an insurance policy by paying all of the required  
4 premiums on a timely basis as prescribed by the Board provided all the  
5 conditions of such leave are met by the teacher.

- 6
- 7 2. Upon the expiration of any approved leave of absence, and if all the  
8 conditions of such leave have been met by the teacher, the Board shall  
9 continue to employ such teacher under the same circumstances and  
10 subject to such conditions as though such teacher had not been on  
11 leave. Except as otherwise provided herein, all unpaid leaves of  
12 absence shall not be counted as experience, which warrants any  
13 advancement on the salary schedule.
- 14
- 15 3. Except as otherwise provided herein, all leave applications other than in  
16 emergency situations, shall be submitted at least ten (10) workdays in  
17 advance of the date the leave, if approved, would begin. Such ten (10)  
18 days advance submission requirement shall be waived in instances of  
19 sick leave, which preclude such notice. In emergency and other  
20 unforeseeable circumstances, leave of absence request will be  
21 submitted with appropriate documentation within ten (10) workdays  
22 after the date of such event.
- 23

## 24 **Section B - Paid Leaves**

- 25 1. Sick Leave
- 26 a. Accrual
- 27 1) Each full-time teacher shall be credited with four (4) days of  
28 sick leave as of the first day of employment of each contract  
29 year. Thereafter, each full-time teacher shall be credited with  
30 one (1) day of sick leave for each month of employment to be  
31 credited by the end of each month, provided that such leave  
32 shall not be used prior to the time it is earned and credited.  
33 Full-time teachers shall be entitled to earn no more than one  
34 (1) day of sick leave times the number of months of  
35 employment during the year of employment.
- 36
- 37 2) Unused sick leave shall accumulate from year to year without  
38 limit.
- 39
- 40 3) Sick leave may be transferred into the school district from  
41 other public school systems in Florida without limit as to the  
42 number of days of sick leave accrued except that at least one-  
43 half (1/2) of this accumulated leave must be earned within this  
44 school district at any given time.

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4) For purposes of this section only, "full-time teacher" shall apply to any teacher who is regularly employed more than one-half (1/2) time.

b. Usage

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

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

c. Sick Leave Bank

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

2. Personal Leave

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

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

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

- 1 c. Personal leave shall not accumulate from school year to school  
2 year.  
3
- 4 d. Personal leave shall be granted subject to the following conditions:  
5 1) The length of such leave shall be no less than one-half (1/2) of  
6 the teacher assigned workday unless otherwise allowed by the  
7 principal.  
8 2) No more than eight percent (8%) of the teachers in any given  
9 school or one (1) teacher, whichever is greater shall be absent  
10 on such leave from any given school at any time, provided  
11 such limitation of eight percent (8%) may be waived by the  
12 Board in its discretion and without precedent.  
13  
14 3) Such leave shall not be granted under any of the following  
15 conditions:  
16 a) Activities which could result in taxable income to the  
17 employee.  
18  
19 b) To attend Union (including any other employee  
20 organization which has represented or sought to represent  
21 public employees in collective bargaining) associated  
22 business.  
23  
24 c) Any form of work stoppage.  
25  
26 4) In the event of emergency, the nature of which is so serious  
27 as to necessitate the presence of as many employees as  
28 possible, all requests for personal leave may be denied for the  
29 duration of the emergency.  
30  
31 5) Such leave shall not be granted for purposes for which any  
32 other type of paid leave is available.  
33
- 34 3. Illness/Injury-in-the-line-of-duty Leave.  
35 a. A teacher shall be entitled to illness-in-the-line-of-duty leave up to  
36 ten (10) workdays per school year when he/she has to be absent  
37 from duty because of personal injury received in the discharge of  
38 duty or because of illness from any contagious or infectious disease  
39 or school building environmentally induced sickness contracted in  
40 school work.  
41  
42 b. Such leave or the balance thereof may accumulate from a school  
43 year to the next school year in the event of a continuation or

1 recurrence of a specific injury sustained during the previous school  
2 year only.

- 3  
4 c. The term "injury" as used in Article XIV, Section B, paragraph 3, is  
5 defined as the result of an event which causes the teacher to suffer  
6 an initial injury or a re-injury or re-aggravation of an injury for  
7 which the teacher had previously been granted injury-in-the-line-of-  
8 duty leave. The term "event" as used herein shall mean an  
9 unforeseen, unexpected, or sudden happening, the nature of which  
10 is such that the injury sustained can logically be expected to result.

11  
12 4. Professional Leave

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

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

- 19  
20 b. Professional leave with pay may be granted during preplanning and  
21 post planning under the following conditions:

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

25  
26 2) Such leave application shall be submitted no later than June 1  
27 and shall be accompanied by the registration deadline from the  
28 institution, if the reason for the request is to attend school.

29  
30 3) A teacher must have been employed by the Board as a teacher  
31 for at least one (1) school year and must be returning to the  
32 district as a teacher before such leave may be granted.

33  
34 4) A teacher shall be either enrolled in a master's or higher level  
35 degree program at an accredited, approved institution and/or  
36 be attending school or institute in order to add subject area(s)  
37 to his/her certificate and/or to improve the instructional  
38 program of the school.

- 39  
40 c. Professional leave with pay may be granted to permit teachers to  
41 attend meetings of professional organizations (not including groups  
42 who have sought recognition to represent employees in  
43 negotiations, or groups affiliated with organizations who have  
44 sought such recognition.)

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

8  
9 5. Jury Duty or Duty as the Result of a Subpoena

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

13  
14 b. Such time away from duty shall not be charged against any  
15 accumulated earned leave.

16  
17 c. This language shall apply to summons, subpoena, or subpoenas  
18 received by a teacher's dependent minor when the circumstances  
19 make it necessary for the teacher to accompany his/her minor  
20 dependent to the court proceedings.

21  
22 **Section C - Military Leave of Absence**

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

36  
37 2. Military leave for voluntary reserve and National Guard duty shall not be  
38 granted except under the following conditions:

39 a. If the teacher must attend summer school to correct certification  
40 deficiencies;

41  
42 b. If the military certifies that special training is needed to maintain  
43 status and is not available during summer vacations.

- 1 3. Military leave with pay will be granted in accordance with applicable  
2 state and federal laws without loss of time, pay or efficiency rating.  
3
- 4 4. **AL** leave request and copy of the military orders shall be received by  
5 the Board sixty (60) days in advance of the beginning date of the leave,  
6 whenever possible. In cases of emergency deployment the sixty (60)  
7 day advance notice will be waived.  
8

## 9 **Section D - Unpaid Leaves**

- 10 1. Maternity Leave  
11 a. Any teacher shall be granted maternity leave without pay as  
12 provided below.  
13  
14 b. An application for leave accompanied by a written statement from a  
15 licensed medical physician verifying the pregnancy and setting forth  
16 the estimated date of confinement shall be submitted to the  
17 principal no later than five (5) calendar weeks prior to estimated  
18 date of confinement if the teacher plans to take maternity leave.  
19  
20 c. Such leave, if taken, shall commence on a date prior to the final  
21 estimated date of delivery of the child, such to be determined by  
22 the teacher.  
23  
24 d. The length of such leave shall be no longer than the balance of the  
25 school year in which the leave began.  
26  
27 e. Upon return from maternity leave the teacher shall furnish a  
28 certification by her doctor that she is medically able to perform her  
29 duties. This statement and all others to be furnished by the  
30 teacher's doctor shall be provided at the sole expense of the  
31 teacher.  
32  
33 f. A teacher who has been granted maternity leave may apply for an  
34 extension of such leave for child rearing. Upon approval such  
35 extension shall begin immediately following the expiration of  
36 maternity leave and be for a period of time not to exceed one (1)  
37 school year.  
38
- 39 2. Extended Personal Leave  
40 a. A teacher who has fathered a child may apply for a child rearing  
41 leave for a period not to exceed the balance of the school year in  
42 which the child is born, and upon proper reapplication, one (1)  
43 succeeding school year. Such leave shall be considered as personal  
44 leave without pay.

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

14       3. Advanced Study or Education Service Leave

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

24           As a condition of such leave, the teacher shall include in the written  
25 application an intention to return to the district for a minimum of  
26 two (2) years. Upon return from such leave, the teacher shall be  
27 credited with the equivalent teaching experience outside the  
28 district.  
29

- 30
- 31
- 32           b. Leave without pay may be granted at the discretion of the Board to  
33 teachers on continuing contract or professional services contact for  
34 a maximum of one (1) year for the purpose of engaging in study  
35 related to the teachers' professional responsibility at an accredited  
36 institution of higher learning. Such leave shall commence only at  
37 the start of the school year.  
38
- 39           c. Such leave may be renewed for no less than one (1) school year  
40 per renewal and shall not be so renewed more than twice. Such  
41 renewal shall be limited to the year(s) immediately following the  
42 first year in which such leave originally began.  
43

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

6  
7 4. Public Service

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

15  
16 5. Personal or Exhausted Sick Leave

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

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

30  
31 **ARTICLE XV**  
32 **REDUCTION IN FORCE**  
33

- 34 A. If, in the exclusive judgment of the Board, it is determined to reduce the  
35 number of teachers on continuing contract or professional services contract,  
36 the Board shall attempt to accomplish such reduction by attrition. Prior to  
37 reducing the number of continuing contract/professional services contract  
38 teachers as provided herein, the Union shall be given the opportunity to  
39 express its views regarding such reduction. If such reduction of teachers on  
40 continuing contract cannot be accomplished by attrition, the following  
41 procedures shall be utilized in the following order:
- 42 1. The Board shall identify the instructional assignment(s)  
43 [grade(s)/subject(s)/special area(s)], to be reduced. All annual contract  
44 teachers in such assignments shall be non-renewed prior to any

1 reduction of continuing contract or professional services contract  
2 teachers.

3  
4 No continuing contract or professional services contract teacher who is  
5 subject to reduction pursuant to this Article shall be reduced while an  
6 annual contract teacher is employed in a position for which the  
7 continuing contract or professional services contract teacher is certified,  
8 as provided by law.  
9

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

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

30 B. In the event it is determined a reduction in teachers shall occur, the Union  
31 President shall be given the opportunity to discuss the reduction with the  
32 Superintendent.  
33

34 C. If the Board shall determine to employ teacher(s) at any time during the  
35 seventeen (17) calendar months next following such reduction in staff, such  
36 positions shall be offered in writing to the last continuing contract or  
37 professional services contract teacher in such instructional assignment  
38 terminated in the inverse order of lay-off, provided such teacher holds the  
39 required certification and is deemed by the Board to be qualified to fulfill the  
40 educational requirements of the district. Such offer, delivered in person or  
41 by certified mail, shall be to the most current address of the teacher as  
42 reflected in the records of the Board.  
43

- 1 D. Nothing herein shall prohibit teachers who have been reduced pursuant to  
2 this Article from seeking and/or accepting gainful employment elsewhere.  
3  
4 E. Nothing in this Article shall be construed as to prevent the Board from  
5 providing staff balances to comply with mandated programs or to preclude  
6 or overcome any form of illegal discrimination.  
7

8 **ARTICLE XVI**  
9 **WELFARE**

10  
11 **Section A – Health Insurance**

12  
13 Effective January 1, ~~2011~~ **2012**, the Board agrees to contribute to the district  
14 benefits plan \$524.23 per month for teachers electing the Brevard Public Schools  
15 Health Plan.

16  
17 In addition, the Board shall provide the following benefits:

18  
19 The Union shall be invited to submit to the Board written recommendations as to  
20 the content of bid specifications for the district hospitalization/medical options  
21 and benefit plans as provided herein. The Union shall be provided a copy of  
22 such final bid specifications prior to such being recommended to the School  
23 Board for approval. For calendar year ~~2011~~ **2012**, the Board will offer a Medical  
24 plan option.  
25

26 **Section B - Vision Insurance**

27 A vision insurance plan in which each teacher may choose to participate as a  
28 payroll deduction will be offered. Such plan shall include the option of  
29 dependent coverage which each teacher may choose to take as a payroll  
30 deduction.  
31

32 **Section C - Dental Insurance**

33 Dental insurance option(s) which each teacher may choose to take as a payroll  
34 deduction will be offered. Such plan shall include both single and dependent  
35 coverage.  
36

37 **Section D - Life Insurance**

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

1 insurance plan year shall be limited to one (1) times the annual salary of the  
2 teacher.

3  
4 **Section E - Disability Insurance**

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

8  
9 **Section F - Insurance Committee**

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

16  
17 **Section G - Tax Deferred Annuity Program**

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

23  
24 **Section H - Retired Teachers**

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

28  
29 **Section I - Benefits Eligibility**

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

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

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

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

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

21  
22 **Section L - Personal Property**

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

- 27 1. The property is physically located within the physical plant at which the  
28 teacher is normally assigned.
- 29
- 30 2. The teacher has received written approval from the school principal for  
31 the teacher to place the property at his/her worksite.
- 32
- 33 3. The teacher has provided the principal with written documentation as to  
34 the current market value of the property.
- 35
- 36 4. The teacher has taken reasonable precautionary measures to protect the  
37 property against damage, theft, loss or other covered perils.
- 38
- 39 5. The maximum claim limit for each loss shall be \$300 per item.
- 40
- 41 6. The teacher shall pay the first \$50 per item as his/her deductible  
42 amount.
- 43

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

8 **Section M - Child Care**

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

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

14 Payroll deductions for employee contributions (premiums) for insurance benefits  
 15 shall be retroactive to January 1 of each insurance plan year should the Union  
 16 and Board fail to approve and ratify agreement as to those contributions  
 17 (premiums) prior to January 1 of each calendar year.  
 18

19 **ARTICLE XVII – SALARY**

- 20  
 21 A. The base salaries for all Type "E" and Type "J" employees shall be as set  
 22 forth in this Article. The base salaries of all Type "G" teachers shall be set  
 23 forth in Article VIII of this Agreement.  
 24

25 **~~2010-2011~~ 2011-2012 Instructional Salary Schedule**

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

New teachers hired after the effective date of this contract will be placed on the salary scheduled commensurate with Brevard Public School teachers' years of experience.

**2011-2012 Instructional Bonuses**

A \$350.00 non-recurring salary enhancement for those teachers hired since 2007-2008.

A \$700.00 non-recurring salary enhancement for those teachers who are currently on the top step of the current salary schedule.

Teachers who have been at AA since the 2007-2008 school year shall move to CC.

**2010-2011 Instructional Bonus**

<u>Grades</u>	<u>Full-Time</u>	<u>Part-Time</u>
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

1 upon expiration of the Agreement, incremental steps on the salary schedule  
2 are subject to renegotiations and are not automatically payable until such  
3 time as a new salary schedule has been ratified.

4  
5 For Master's Degree (or Rank II equivalent pursuant to Florida Department  
6 of Education Rules), add \$2,625 to the base salary.

7  
8 For Specialist's Degree (or Rank IA equivalent pursuant to Florida  
9 Department of Education Rules), add \$3,900 to the base salary.

10  
11 For Doctorate Degree (or Rank I equivalent pursuant to the Florida  
12 Department of Education Rules), add \$5,200 to the base salary.

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

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

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

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

40  
41 Teachers hired before July 1, 2011, who had earned an advanced degree  
42 are grandfathered and will continue to be paid a supplement for the highest  
43 degree the teacher has earned. Teachers hired on or after July 1, 2011, will  
44 be paid a salary supplement annually for advanced degrees provided the

1 advanced degree is held in the individual's area of certification. The teacher  
2 is responsible to submit appropriate academic credentials.

3		
4	<u>Master's Supplement</u>	<u>\$2,625.00</u>
5	<u>Specialist's Supplement</u>	<u>\$3,900.00</u>
6	<u>Doctorate Supplement</u>	<u>\$5,200.00</u>
7		

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

- 12
- 13 1. During the first three (3) years of district service, the daily rate of pay  
14 multiplied by thirty-five percent (35%) times the number of days of  
15 accumulated sick leave.
- 16
- 17 2. During the next three (3) years of district service, the daily rate of pay  
18 multiplied by forty percent (40%) times the number of days of  
19 accumulated sick leave.
- 20
- 21 3. During the next three (3) years of district service, the daily rate of pay  
22 multiplied by forty-five percent (45%) times the number of days of  
23 accumulated sick leave.
- 24
- 25 4. During the next three (3) years of district service, the daily rate of pay  
26 multiplied by fifty percent (50%) times the number of days of  
27 accumulated sick leave.
- 28
- 29 5. During and after the thirteenth (13th) year of district service, the daily  
30 rate of pay multiplied by one hundred percent (100%) times the number  
31 of days of accumulated sick leave.
- 32
- 33 6. The four (4) days of sick leave credited to each teacher shall be treated  
34 as four (4) days of entitlement upon the teacher's retirement or to  
35 his/her estate or beneficiary if service is terminated by death.
- 36
- 37 7. Payment for terminal pay as described above will be paid sixty (60) days  
38 after the date of normal retirement.

39

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

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

1 N. Effective July 1, with the 2002-03 school year, the following language shall  
2 be implemented. The salary of a teacher as reflected in Section A of this  
3 Article shall remain the same dollar amount under the following conditions:  
4

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

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

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

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

34 P. Pay for Performance Plan  
35

36 Employee Name: \_\_\_\_\_ Employee Position: \_\_\_\_\_  
37 School: \_\_\_\_\_ School Number: \_\_\_\_\_  
38

### 39 I. PROGRAM PARTICIPATION/ELIGIBILITY REQUIREMENTS 40

41 A teacher who meets the program requirements below shall be considered a  
42 candidate for a Pay for Performance supplement for the 2011-2012 school year.  
43  
44

- 1 A. Participation in the program shall be voluntary.
- 2
- 3 B. Teacher must have all "effective" ratings in each domain on his/her
- 4 current and previous year's evaluation with the Brevard Public Schools.
- 5 C. Teacher must have been on the school board payroll and actively
- 6 employed for the entire contract year as a teacher working a forty (40)
- 7 hour workweek.
- 8
- 9 D. A copy of the Statement of Intent for every teacher is due to Labor
- 10 Relations no later than (date to be determined).
- 11
- 12 E. The written plans for Options II, III, IV and V shall be submitted to the
- 13 Principal or Department Head by (date to be determined).
- 14

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

### 16 STUDENT ACHIEVEMENT DATA

17 Demonstrates growth in student achievement data and uses data to design and

18 improve classroom instruction and results.

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

20 Established at each school site. Membership will include the building principal,

21 the person responsible for staff development at the school, a parent

22 representative from the School Advisory Council, and a BFT representative.

23 Purpose: to review Option II, Option III, Option IV and Option V plans

24 submitted by teachers. The amount of the teacher supplement shall be \$100.00.

25

26

27

28 ANNUAL ASSESSMENT OF LEARNING GAINS (Teachers may apply individually or

29 as a group)

30

31 **Option I:** Annual Learning Gains as demonstrated on the Florida

32 Comprehensive Assessment Test (FCAT) - Reading or Math. Teachers in grades 4

33 through 10 who provide direct instruction in reading or math (through any

34 subject) may select this achievement standard. A minimum of 90% of the

35 students must demonstrate annual learning gain as defined by the Florida

36 Department of Education. A minimum of 70% of the students who took the

37 alternative assessment must demonstrate annual learning gains on the approved

38 instrument.

39

40 **Option II:** Annual Learning Gains as demonstrated on a standardized criterion

41 referenced assessment in a specific subject area. Teachers in any grade who do

42 not provide direct instruction in reading or math (Grades 4 through 10) may

43 select this achievement standard. The assessment instrument must be published

44 or district developed for use in a test-retest model. A minimum of 90% of the

1 students must demonstrate annual learning gains equal to one year's growth on  
2 the instrument. A minimum of 70% of the students who took the alternative  
3 assessment must demonstrate annual learning gains on the approved  
4 instrument.

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

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

22  
23 **Option V:** School-wide performance demonstrating gains on one of the FCAT  
24 measures. Teachers who do not provide direct instruction in reading or math  
25 (Grades 4 through 10) may select this standard. Teachers may select from the  
26 following:

- 27
- 28 1. Exceed the district average by more than 15 scale score points -  
29 FCAT Science.
- 30
- 31 2. Exceed the district average by more than 0.4 points - FCAT Writes!
- 32
- 33 3. Increase the number of students scoring Level 3 or above by 5%  
34 from previous year in reading.
- 35
- 36 4. Increase the number of students scoring Level 3 or above by 5%  
37 from previous year in math.

38 70 points = Eligible Candidate Total Points

### 39

### 40 III. CALCULATION AND DISTRIBUTION OF PAY FOR

### 41 PERFORMANCE SUPPLEMENT

### 42

- 43 A. All teachers who successfully complete the option chosen shall be awarded  
44 the supplement by lottery until all funds are expended.

- 1 B The five percent (5%) supplement for each teacher shall be calculated from  
2 the base contract salary.  
3
- 4 C. Payment will be made no later than the last pay period in October of the  
5 subsequent school year.  
6

7 **ARTICLE XVIII - DIFFERENTIATED PAY PLAN**  
8

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

1 recommendation for final determination, including his/her reasons for such  
 2 recommendation.

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4 H. Schedule of Differentiated Pay

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<u>ACADEMICS</u>	<u>2008-11</u>	<u>Experiential Lane (6+years)</u>
Alternative Learning Center Teachers	\$1,000.00	\$ N/A
Assistant Band (High School)	\$1,410.00	\$1,562.00
Assistant Band (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> grade)	\$ 734.00	\$ 808.00
Auditorium Manager	\$ 500.00	\$ N/A
Band (Senior High)	\$3,182.00	\$3,501.00
Band (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> grade)	\$1,420.00	\$1,562.00
Beta Club	\$ 416.00	\$ 458.00
Choral (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> grade)	\$1,212.00	\$1,333.00
Choral (Senior High)	\$2,108.00	\$2,318.00
Class Sponsor (Senior)	\$ 612.00	\$ 673.00
Class Sponsor (Junior)	\$ 612.00	\$ 673.00
Combination Team Leader and Department Head (Middle School)	\$ 930.00	\$1,023.00
Coordinating Unit	\$2,693.00	\$ N/A
Dance Corps	\$ 734.00	\$ 808.00
Department Head (Senior High)	\$ 808.00	\$ 888.00
Department Head (Middle School)	\$ 808.00	\$ 888.00
District Memory Match League (Senior High)	\$ 612.00	\$ 673.00
Drama (Senior High)	\$1,420.00	\$1,562.00
Drama (Middle School)	\$ 930.00	\$1,023.00
Elementary Music	\$ 808.00	\$ 889.00
ESE Staffing Specialist* (not subject to indexing)	\$5,000.00	\$ N/A
Forensics (Senior High)	\$1,224.00	\$1,346.00
Forensics (Middle School)	\$ 930.00	\$1,023.00
Future Educators Club of America	\$ 416.00	\$ 458.00
Future Problem Solving (two per school)	\$ 480.00	\$ 528.00
Honor Society (Senior High)	\$ 416.00	\$ 458.00
Honor Society (Middle School)	\$ 416.00	\$ 458.00
Lego Robotics (Elementary)	\$ 416.00	\$ N/A
Literary Magazine (Senior High)	\$ 367.00	\$ 404.00
Memory Match	\$ 930.00	\$1,023.00
Newspaper (Senior High)	\$1,151.00	\$1,266.00
Newspaper (Middle School)	\$ 930.00	\$1,023.00
Odyssey of the Mind (three per school)	\$ 318.00	\$ 350.00
Optional Class (not subject to indexing)	\$3,190.00	\$ N/A
Orchestra (Senior High)	\$2,108.00	\$2,318.00

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

25

26 Extra Duty – Transportation \$8.00 per ride

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

28

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

32

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

34

35 Extra assignments beyond the normal teacher work week within the school year  
36 (except for inservice preparation or teaching) pertaining to workshops, task force  
37 development or curriculum and/or instructional materials, and other such  
38 assignments which have district-wide or area-wide application \$17.00 per hour

39 Inservice preparation and teaching (maximum of five hours

40 Per day) \$ 22.50 per hour

41 Homebound Instruction (including travel) \$ 22.50 per hour

42

43

44

		<u>Experiential</u>
		<u>Lane</u>
	<u>2008-11</u>	<u>(6+years)</u>
1		
2		
3	<u>ATHLETICS</u>	
4	Athletic Business Manager (Senior High/9 <sup>th</sup> Grade)	\$2,721.00
5	Athletic Director – Assistant (Senior High with	
6	enrollment exceeding 1200 students offering	
7	full athletic program – differential paid at	
8	the end of the year)	\$1,021.00 \$1,276.00
9	Athletic Director (9 <sup>th</sup> grade through 12 <sup>th</sup> grade)	\$4,762.00 \$5,953.00
10	Athletic Director (Middle School)	\$1,021.00 \$1,276.00
11	Athletic Director (7 <sup>th</sup> and 8 <sup>th</sup> Grade)	\$1,021.00 \$1,276.00
12	Athletic Trainer – All Sports (1 <sup>st</sup> semester) full time	\$5,000.00 \$ N/A
13	Athletic Trainer – All Sports (2 <sup>nd</sup> semester) full time	\$5,000.00 \$ N/A
14	Athletic Trainer – All Sports (1 <sup>st</sup> semester) part time	\$2,500.00 \$ N/A
15	Athletic Trainer – All Sports (2 <sup>nd</sup> semester) part time	\$2,500.00 \$ N/A
16	Baseball – Head	\$2,653.00 \$3,316.00
17	Baseball – Assistant	\$1,429.00 \$1,786.00
18	Baseball – Head JV	\$1,429.00 \$1,786.00
19	Basketball – Head	\$2,653.00 \$3,316.00
20	Basketball – Asst. Varsity	\$1,429.00 \$1,786.00
21	Basketball (Middle School)	\$1,361.00 \$1,701.00
22	Basketball (9 <sup>th</sup> Grade)	\$1,361.00 \$1,701.00
23	Cheerleader Sponsor – JV – Fall	\$1,088.00 \$1,361.00
24	Cheerleader Sponsor – JV – Winter	\$1,088.00 \$1,361.00
25	Cheerleader Sponsor – 9 <sup>th</sup> Grade – Fall	\$1,021.00 \$1,276.00
26	Cheerleader Sponsor – 9 <sup>th</sup> Grade – Winter	\$1,021.00 \$1,276.00
27	Cheerleader Sponsor (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup>	
28	Grade) - Winter	\$1,021.00 \$1,276.00
29	Cheerleader Sponsor – Fall	\$1,190.00 \$1,488.00
30	Cheerleader Sponsor – Winter	\$1,190.00 \$1,488.00
31	Crew	\$1,021.00 \$1,276.00
32	Cross Country	\$1,429.00 \$1,786.00
33	Football – Head	\$3,402.00 \$4,252.00
34	Football – Head 9 <sup>th</sup> Grade	\$1,701.00 \$2,127.00
35	Football – Head JV	\$2,177.00 \$2,721.00
36	Football – Assistant JV	\$2,007.00 \$2,509.00
37	Football – Assistant	
38	(three positions at each school)	\$2,177.00 \$2,721.00
39	Football - 9 <sup>th</sup> grade Assistant (second position	
40	available with more than 35 participants)	\$1,190.00 \$1,488.00
41	Golf	\$1,429.00 \$1,786.00
42	Intramural Director (9 <sup>th</sup> to 12 <sup>th</sup> Grades)	\$1,021.00 \$1,276.00
43	Intramural Director (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup>	
44	Grades)	\$1,021.00 \$1,276.00

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

22  
23 A school may submit a plan for programs provided they present student activities  
24 approved by the Superintendent, with differentials said from Internal Accounts  
25 not to exceed the amount shown. \$ 734.00

26 Professional duties related to Southern Association accreditation are specifically  
27 excluded from financial remuneration on the Schedule of Differentiated Pay.

28  
29 \*Eliminate lanes for Intramural Instructor. Allocation to be disbursed in  
30 increments determined by the Intramural Director. Total allocation for grades 9  
31 through 12 is \$2,500.00.

32  
33 \*\*Eliminate lanes for Intramural Instructor. Allocation to be disbursed in  
34 increments determined by the Intramural Director. Total allocation for grades 7  
35 and 8 and Middle School is \$3,500.00.

36  
37 Additional Competition Levels:  
38  
39 Coaches/sponsors of teams and other groups representing a high school in  
40 events sponsored by the Florida High Schools Athletic Association, and who, at  
41 the conclusion of the normal schedule of activities proceeds to additional levels  
42 of competition (playoffs, etc.) shall receive compensation for the additional time  
43 spent in such expanded activities. This additional compensation shall also apply

1 to groups that are directly involved in supporting the primary competitive team  
2 such as the Cheerleader Sponsors and Band Directors.

3  
4 Additional Compensation Schedule:

5

6	Head Football	\$ 130.00
7	Assistant Football	\$ 89.00
8	Head Basketball	\$ 130.00
9	Head Baseball	\$ 130.00
10	Volleyball	\$ 130.00
11	Softball	\$ 130.00
12	Band Director	\$ 104.00
13	Assistant Band Director	\$ 52.00

14

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

17 \$ 78.00 per game/event  
18

19 I. A "Difficult School Assignment" differentiated pay to be paid to all  
20 teachers at the Area Alternative Learning Centers. The amount of the  
21 differential shall be \$1,000.00.  
22

23 J. Differentiated pay to teachers at schools designated by the State as a "F"  
24 school.

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

28 a. Pre-K-6 Teachers  
29

30 b. Title I teachers who regularly provide direct academic  
31 instruction.  
32

33 c. Special reading, writing or math teachers who regularly  
34 provide direct academic instruction.  
35

36 d. Exceptional Education teachers who regularly provide direct  
37 academic instruction.  
38

39 2. The amount of the differentiated pay for all support teachers who  
40 do not provide regular direct academic instruction shall be \$600.00.  
41

42 K. In order to be eligible for the differentiated pay, teachers must have  
43 taught at the site(s) for more than 99 days.  
44

1 **ARTICLE XIX - NONDISCRIMINATION**

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

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

12 **ARTICLE XX - AVAILABILITY OF AGREEMENT**

13  
14  
15 The agreement shall be made available to all teachers at the Board's web site  
16 [www.brevard.k12.fl.us](http://www.brevard.k12.fl.us). and the Union's web site at <http://bftteach.org>. If the  
17 Agreement shall be printed by other than Board facilities, the Union may  
18 designate such printer and the Union shall pay all of the added cost above that  
19 which would be incurred if the Agreement were to be printed by Board facilities.

20  
21 **ARTICLE XXI - CONFORMITY TO LAW AND SAVINGS CLAUSE**

22  
23 If any provision of this Agreement is or shall at any time be determined contrary  
24 to law by a court of competent jurisdiction, then such provision shall not be  
25 applicable or performed, or enforced except to the extent permitted by law;  
26 however, all other provisions of this Agreement shall continue in effect.

27  
28 **ARTICLE XXII - MISCELLANEOUS**

- 29  
30 A. The parties agree to negotiate in good faith.  
31  
32 B. Time and place for the purpose of negotiating shall be set by mutual  
33 agreement of the parties.  
34  
35 C. Neither party in any negotiations shall have any control over the selection  
36 of the bargaining representatives of the other party provided that the  
37 Union shall not select any employee of the Board who is not a teacher and  
38 the Board shall not select any teacher. The parties mutually pledge that  
39 their representatives will be clothed with all the necessary power to make  
40 proposals, counter proposals, and to reach tentative agreement on items  
41 being negotiated.  
42  
43 D. If any contract between the Board and an individual teacher contains any  
44 language inconsistent with this Agreement, this Agreement shall be

1 controlling. Further, individual teacher contracts shall conform to this  
2 Agreement to the extent permitted by law and regulation.

3  
4 E. All personnel policies hereinafter adopted by the Board shall be made  
5 known to teachers within thirty (30) days of their adoption.

6  
7 F. All teachers who participate in the production of tapes, publications, or  
8 other produced educational material shall retain residual rights should  
9 they be copyrighted and sold by the district for a profit, provided nothing  
10 herein shall preclude any agreement between the Board and the  
11 teacher(s) regarding such rights.

12  
13 G. This Agreement constitutes the full and complete agreement between the  
14 Board and the Union. This Agreement may be altered or modified only  
15 upon the voluntary mutual consent of the parties in writing and fully  
16 executed as an amendment to this Agreement. For the life of this  
17 Agreement, each party voluntarily waives the right to negotiate over any  
18 matter during the term of this Agreement except as otherwise specifically  
19 required by the preceding section of this Article.

20  
21 H. The Union acknowledges those provisions of the Florida Statutes  
22 prohibiting work stoppages and providing penalties therefore, and agrees  
23 to adhere thereto.

24  
25 **ARTICLE XXIII – MATTERS PREVIOUSLY NOT COVERED**

26  
27 A. Any previously adopted rule or regulation of the Board which is in conflict  
28 with a provision of this Agreement shall be superseded by the applicable  
29 provisions of this Agreement.

30  
31 B. The Board agrees that if, during the period of this Agreement, it shall  
32 consider the adoption or amendment of any Board policy which shall  
33 substantially affect the working conditions of teachers, the Union shall  
34 have the right to submit its views in writing on such proposed policy  
35 change prior to the Board meeting at which the policy is to be considered,  
36 or orally at said meeting.

37  
38 Notification of intention to consider such policies and the Union response  
39 thereto shall be completed within the requirements of the Administrative  
40 Procedure Act. Notwithstanding the foregoing, the Board may take  
41 emergency action as permitted by the Administrative Procedure Act, and  
42 provided further, that this section shall not be construed to limit or affect  
43 the provisions of Article XXII, Section H. of this Agreement.

1 C. Whenever any notice is required to be given either party to this  
2 Agreement by the other party, either shall do so by certified mail, return  
3 receipt requested, at the following addresses:

4  
5 If to the Union: 1007 South Florida Avenue  
6 Rockledge, FL 32955  
7 321/636-3323

8  
9 If to the Board: 2700 Judge Fran Jamieson Way  
10 Viera, FL 32940-6601  
11 321/633-1000, extension 265

12  
13 **ARTICLE XXIV - RIGHTS OF THE BOARD**

14  
15 It is understood and agreed that all functions, rights, power, or authority of the  
16 administration of the school district and of the School Board which are not  
17 specifically limited by the express language of this Agreement are retained by the  
18 administration and the Board, provided however that no such right shall be  
19 exercised so as to violate any of the specific provisions of this Agreement.

20  
21 **ARTICLE XXV - DURATION OF AGREEMENT**

22  
23 A. Except as otherwise provided in specific Articles, this Agreement shall be  
24 effective immediately upon ratification by the parties.

25  
26 B. This Agreement shall be effective until midnight the day immediately  
27 preceding the first day of the beginning of the ~~2010-2011~~ 2011-2012  
28 teacher work year.

29  
30 C. Negotiations for a subsequent Agreement shall commence no later than  
31 May 15, ~~2011~~ 2012 except as otherwise mutually agreed to by the parties.  
32 If any additional funds should become available for salary adjustments  
33 due to any legislative action the parties shall immediately return to the  
34 table to negotiate all monetary issues.

35  
36 **ARTICLE XXVI**  
37 **SUMMER EMPLOYMENT**

38  
39 A. A teacher selected to teach in the District's academic summer school  
40 program shall receive the rate of pay as reflected on the previous school  
41 year's salary schedule. Each full time teacher who is selected to teach  
42 summer school shall be credited with one (1) day of sick leave for each  
43 month of employment to be credited at the beginning of each month,  
44 provided that such leave shall not be used prior to the time it is earned

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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.

**(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 January 1,  
9 2012 to December 31, 2012.

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

12 The following rates are based upon a monthly calculation:

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

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

25 **Prescription Drug Plan**

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

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

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

37  
38 **Prescription Drug Plan**

39 The prescription drug plan is available as part of the BPS Health Plan

40  
41 Prescription drugs, limited to a thirty (30) day supply are paid at 100% at participating  
42 pharmacies, after a \$15.00 co-payment for generic; \$40.00 co-payment for preferred  
43 brand-name drugs; and \$70.00 co-payment for non-preferred brand name drugs. The  
44 above co-payments will be applied to each prescription and each refill.

1 Retail and Mail order service for long-term maintenance prescription drugs is available,  
2 limited to a 90-day supply. For Mail 90, there is a \$30.00 co-payment for generic drugs,  
3 \$80.00 co-payment for preferred brand-name drugs, and \$140.00 co-payment for non-  
4 preferred brand-name drugs. For Retail 90, co-payments are \$45.00 for generic drugs,  
5 \$120.00 co-payment for preferred brand-name drugs, and \$210.00 co-payment for non-  
6 preferred drugs.

7  
8 **Mental Health Plan**

9 The Mental Health Plan services are provided by MHNet/Unipsych, Corporate  
10 Care Works (CCW). This plan is available through the all five medical insurance  
11 plans Cigna Basic and the Cigna EPO and PPO and Blue Cross/Blue Shield of  
12 Florida Blue Care and Blue Choice, Brevard Public Health Plan.

13  
14 **Continuation of Benefits**

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

25  
26 *Should there be a discrepancy between this Appendix and the*  
27 *Summary Plan Description (SPD), the provisions of the SPD prevail.*

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35  
36 **(THIS SECTION INTENTIONALLY LEFT BLANK)**  
37  
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45

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized  
2 representatives to execute this negotiated Agreement on this 23rd day of May,  
3 2012 to be effective as stated herein.  
4  
5  
6  
7

8  
9 **THE SCHOOL BOARD OF BREVARD COUNTY**

10  
11  
12 By: \_\_\_\_\_  
13 Chairperson  
14

15  
16 Attest: \_\_\_\_\_  
17 Superintendent of Schools  
18

19  
20 Attest: \_\_\_\_\_  
21 Chief Negotiator  
22

23  
24  
25  
26 **THE BREVARD FEDERATION OF TEACHERS, Local 2098,**  
27 **Florida Education Association, AFL-CIO, Inc., American Federation of**  
28 **Teachers, National Education Association**  
29

30  
31 By: \_\_\_\_\_  
32 President  
33

34 Attest: \_\_\_\_\_  
35 Vice President/Chief Negotiator  
36  
37  
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**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  
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Brevard Public Schools

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Division of Curriculum  
and Instruction  
Equity Coordinator

Dr. Walter Christy,  
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Secondary Education

Ms. Pam Treadwell  
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Viera, Florida 32940-6601  
(321) 631-1911

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