

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



2012-2013 AND 2013-2014

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AGREEMENT

This Agreement is made and entered into effective as of midnight 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 ARTICLE I - RECOGNITION

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

- | | | |
|----|--------------------------------|--------------------------|
| 7 | | |
| 8 | Area Counselors | Lead Teachers |
| 9 | Child Find Specialists | Learning Director |
| 10 | Classroom Teachers | Media Specialists |
| 11 | Coordinating Teacher Units | Occupational Specialists |
| 12 | Exceptional Education Teachers | Resource Teachers |
| 13 | Exceptional Student Education | Title I Parent Educator |
| 14 | Staffing Specialists | |
| 15 | Guidance Counselors | Title I Teachers |
| 16 | (elementary and secondary) | |
| 17 | JROTC Teachers | Title I Teacher Trainer |
| 18 | | |

19 ARTICLE II - DEFINITIONS

- 20
- 21 A. The term AGREEMENT shall mean the full and complete agreements
22 between the Union and the Board, duly ratified and signed as set forth in
23 the document.
- 24
- 25 B. ASSAULT AND BATTERY
- 26 1. An "assault" is an intentional, unlawful offer of
27 corporal injury to another by force, or exertion of force
28 directed toward another under such circumstances as
29 to create a reasonable fear of imminent peril. The
30 assault must be premised on affirmative act.
- 31
- 32 2. A "battery" consists of the intentional infliction of a harmful or
33 offensive contact on the person of another.
- 34
- 35 C. The term BOARD shall refer to the School Board of Brevard County and all
36 duly authorized representatives thereof.
- 37
- 38 D. The term COMPENSATORY TIME shall mean an equivalent amount of
39 time for work required beyond the forty (40) hour workweek, or except as
40 set forth in this document.
- 41
- 42 E. The term DISTRICT shall refer to the School District of Brevard County.
- 43

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

- 1 R. The term SUPERINTENDENT shall refer to the Superintendent of Schools
2 of the School Board of Brevard County or his/her designee.
3
- 4 S. The term TEACHER shall mean those employees listed in Article I.
5
- 6 T. The term UNION shall refer to the Brevard Federation of Teachers and its
7 duly authorized representatives.
8
- 9 U. The term UNION REPRESENTATIVE shall mean any person so designated
10 by the Union president.
11

12 ARTICLE III - FAIR PRACTICES 13

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

31 ARTICLE IV - GRIEVANCE PROCEDURE 32

33 Section A - Definitions

- 34 1. 1. A grievance is an allegation, by a teacher(s) and/or the Union that
35 there has been a violation, misinterpretation, or misapplication of any
36 specific term(s) and provisions(s) of this agreement or an established
37 policy(ies) or practice(s) has been applied unfairly or inequitably.
38
- 39 2. As used in this Article, the term "teacher" shall mean either an
40 individual, a group of teachers having the same grievance, or the
41 Brevard Federation of Teachers.
42

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

9 Section B - Procedures

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

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

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

1 necessity to conduct the Step II meeting and allow the grievance to proceed
2 forward to Step III. The principal shall submit his/her written decision to the
3 teacher, with a copy to the Union, within seven (7) days of the Step II meeting,
4 or if no Step II meeting is held, within five (5) days of the execution of the
5 waiver described herein.

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

14
15 Step IV (Formal)

16 a. Within sixteen (16) calendar days of the receipt of the Step III
17 response, the union, if not satisfied with the resolution at Step III,
18 may submit a written demand for arbitration to the American
19 Arbitration Association. The superintendent shall be concurrently
20 notified of such demand. The parties agree that the postmark date
21 shall be used to determine the date submitted. In the event the
22 superintendent's notification is provided in a manner other than
23 U.S. Mail, such notification shall be received in the Office of Labor
24 Relations as per the sixteen (16) calendar day timeline provided
25 herein. The American Arbitration Association shall furnish one or
26 more panels of arbitrators pursuant to its procedures. The parties
27 agree to subscribe to the then prevailing practices of the American
28 Arbitration Association.

29
30 b. The arbitrator shall schedule a hearing as promptly as possible.
31 He/She shall seek agreement of the parties as to the date of
32 hearing, but such shall be scheduled within thirty (30) calendar
33 days except as otherwise provided herein. The arbitrator shall
34 issue his/her decision not later than thirty (30) calendar days from
35 the date the hearing is concluded. Such decision shall be in writing
36 and shall set forth the arbitrator's opinion and conclusions on the
37 issues submitted. The decision shall be final and binding on the
38 parties.

39
40 c. The arbitrator shall be without power or authority to make any
41 decision contrary to or inconsistent with, or modify or vary in any
42 way the terms of this Agreement. He/She shall have no power to
43 add to, delete from, or modify in any way any of the provisions of

1 this Agreement. The arbitrator's award may include such remedy
2 as shall be authorized by law.

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

6
7 Section C - General Provisions

- 8 1. The right to proceed to the arbitration step of this procedure shall be
9 limited to the Union. Except for mutual written agreement to the
10 contrary, the Union's demand for arbitration shall be submitted so as to
11 limit the scope of each such demand to only one (1) grievance. The
12 parties agree that only subject to all of the conditions listed below, one
13 (1) or more grievance(s) may be concurrently considered in dispute at
14 the arbitration level only of the grievance procedure:

- 15
16 a. All such grievances shall have the same grievant;
17 b. All such grievances shall have the same date of event
18 giving rise to the grievance;
19 c. All such grievances must have been processed through
20 Step III as provided herein.

- 21
22 2. If the decision to be given by a teacher's principal or the superintendent
23 is not given within the respective times by said provisions specified, the
24 teacher shall have the right to proceed with his/her appeal to the next
25 step by giving notice of appeal or request for arbitration within the
26 same time to the same parties and in the same manner as he/she
27 would be required if a decision adverse to him/her had been rendered
28 on the outside date prescribed above for rendering decisions.

- 29
30 3. Time limits may be extended beyond those specified only upon actual
31 written agreement between the parties. Whenever illness or other
32 incapacity prohibits either party from attending a grievance meeting,
33 the time limits shall be extended until the affected party(ies) can be
34 present.

- 35
36 4. Any written notice to be given under Section B by the teacher to his/her
37 principal or to the superintendent may be given by hand by the teacher
38 or his/her representative or by mailing it by certified mail, return receipt
39 requested, addressed to the principal or the superintendent at their
40 respective offices. Any notice or decision to be given to the teacher
41 may be given to the teacher by hand by the principal or superintendent
42 or their representative or by mailing by certified mail, return receipt
43 requested, addressed to the teacher at his/her home address as shown
44 in the Board's records. Any notice or decision to be given to the Union

1 may be given to the President of the Union, or by mailing it by certified
2 mail, return receipt requested, addressed to the Union at its offices.
3 Any notice or decision given by hand will be verified by written receipt if
4 requested.

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

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

39 ARTICLE V - UNION RIGHTS

40 Section A - Leave for Union Service

41 Leave of absence without pay shall be granted to teacher(s) for the purpose
42 of participating in Union activities. No more than twenty-seven (27)
43

1 workdays per school year shall be used for such purpose under the following
2 conditions:

- 3
- 4 1. No less than one (1) workday may be taken at any one time.
- 5
- 6 2. No more than two (2) teachers shall be absent from any single worksite
7 at the same time.
- 8
- 9 3. All substitute cost shall be borne by the Union.
- 10
- 11 4. Except for paragraph 3 above, the cost of substitute(s) incurred as a
12 result of such leave shall be at the expense of the Union.
- 13
- 14 5. No more than four (4) days notice shall be required for such leave
15 application.
- 16
- 17 6. No more than eleven (11) days of such leave shall be taken by any one
18 teacher during any given school year. No more than five (5) of such
19 days may be taken consecutively.
- 20

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

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

39 40 Section B - Negotiations on School Time

41 If negotiations are conducted during the regular teacher workday, leave of
42 absence without loss of pay or accumulated leave shall be granted to up to
43 twelve (12) members of the Union bargaining team. If substitute teachers are

1 needed to provide for the above leave, the actual cost of the substitutes during
2 such leave shall be borne by the Union.

3
4 If other activities directly related to this Agreement and mandated by law or this
5 Agreement are conducted during the regular teacher workday, leave of absence
6 sufficient to conduct such necessary activities shall be granted to the affected
7 teachers without loss of pay or accumulated leave.

8 9 Section C - Bulletin Boards

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

29 30 Section D - Union Meetings

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

43

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

9
10 Section E - Distribution of Literature

11 1. The Union shall have the right to place material dealing with Union
12 business in the teachers' mailboxes provided that the following
13 conditions for using such mailboxes are met:

- 14
- 15 a. Union materials shall be designated as Union matter and dated
16 where possible to show date of publication.
 - 17
 - 18 b. Union material in bulk shall only be placed in or near the mailboxes.
 - 19
 - 20 c. Concurrently, a courtesy copy of such material shall be provided to
21 the principal and sent via courier or U.S. Mail to the Director of
22 Labor Relations or designee.
- 23

24 Section F - Superintendent - Union Conferences

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

34

35 Section G - School Visitation by Union Representatives

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

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

- 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 4. No more than three (3) Union representatives, not to include the Union
8 building representative, shall be present in any single work location at
9 any one time.
10
- 11 5. Such visitations shall not be used for tax sheltered annuity
12 presentations or partisan political activity.
13
- 14 6. The parties agree to make financial information available to teachers
15 which will aid in their personal financial planning. The intent of such
16 information is to provide financial planning information to employees
17 rather than promote any company or individual's business opportunity.
18

19 Section H - Union Representation at Board Meetings

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

32 Section I - Union Representation on Board Committees

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

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

5
6 Section J - Teacher Directory

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

11
12 Section K - Union Dues Deduction

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

- 15 1. The teacher submits a written dues deduction authorization, which is
16 received in the Board finance office no later than the first day of the
17 month in which deductions are to begin.
- 18
19 2. Such authorization is submitted on a form that is mutually acceptable to
20 the Board and the Union and supplied by the Union at no cost to the
21 Board.
- 22
23 3. The Union shall certify in writing to the Board the amount to be
24 deducted from each check for each payroll period provided that such
25 dues shall not be changed more than one (1) time during the fiscal
26 year. Notice of such change shall be received in the Board finance
27 office no later than forty-five (45) calendar days prior to the payroll
28 date on which such change is to become effective.
- 29
30 4. The authorization for deduction shall remain in effect until a written
31 revocation from the teacher is received by the Board and the Union at
32 least thirty (30) calendar days in advance of the payroll date on which
33 the deductions are to cease. Termination of employment shall
34 constitute a revocation.
- 35
36 5. All dues collected in this matter shall be remitted to a designated Union
37 official or designee within ten (10) workdays following such deduction.
38 Costs incurred by the Board in making such deductions shall be borne
39 by the Board. The Union agrees to indemnify and hold harmless the
40 School Board and its members, all of its agents and employees against
41 any and all loss arising from any claims, suits, demands, or other
42 actions arising from any action taken hereunder.
- 43
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 2011-2012 2012-2013 and 2013-2014:

| <u>2011-2012</u> | <u>2012-2013</u> | <u>2013-2014</u> |
|---------------------------------|-----------------------------|-----------------------------|
| a. September 5, 2011 | <u>a. September 3, 2012</u> | <u>a. September 2, 2013</u> |
| b. November 24, 2011 | <u>b. November 12, 2012</u> | <u>b. November 11, 2013</u> |
| c. November 25, 2011 | <u>c. November 22, 2012</u> | <u>c. November 27, 2013</u> |
| d. January 2, 2012 | <u>d. November 23, 2012</u> | <u>d. November 28, 2013</u> |
| e. January 16, 2012 | <u>e. January 1, 2013</u> | <u>e. January 1, 2014</u> |
| f. April 6, 2012 | <u>f. January 21, 2013</u> | <u>f. January 20, 2014</u> |

- 1 4. Effective for the school year 2013-2014, four additional early release
2 Wednesdays, in September, October, January and February for site
3 based professional development. January planning day at teacher's
4 discretion. One (1) selected early release Wednesday a month, except
5 for December, April and May shall be for teachers planning/preparation
6 which may include accountability activities, implementation and
7 monitoring of School Improvement Plans, parent conferences,
8 department/team/planned learning communities (PLC) meetings, area
9 articulation meetings, other collaborative interactions as determined by
10 teachers and administrators at the school. The early release program
11 shall be implemented in a manner that ensures compliance with Florida
12 Statutes in regard to instructional time. Instructional staff is required to
13 complete the regular school day on early release days and may not
14 shorten their day except when the administrator has provided approved
15 leave for a specific purpose.
16
- 17 5. It is the intent that the three (3) shortened student days at the end of
18 each semester be utilized for those activities required to complete the
19 student evaluation process. The teacher workday between semesters
20 shall be for the purpose of uninterrupted teacher planning and
21 preparation.
22
- 23 6. Except for reporting at the end of the first semester and the end of the
24 last semester, provided that grades are not due before the end of the
25 workday, teachers shall have no less than two (2) workdays after the
26 end of the grading period to prepare grades before turning in such
27 grades to the administration and/or school office. If Ed-Line is
28 unavailable due to the district server being down, for three (3) or more
29 hours at the end of a grading period, the deadline for grades being due
30 may be extended the amount of time that Ed-Line was unavailable to
31 teachers.
32
- 33 7. Elementary schools may develop through the School Advisory
34 Committee, for submission through the district waiver process, a plan
35 for an amount of time during the teacher workweek where teachers and
36 parents may confer and teachers may plan together or individually. The
37 waiver process and form will be made available to the chairperson of
38 the School Advisory Committee and the Union office.
39
- 40 8. A principal shall inform teachers of their end of the school year checkout
41 obligations no later than two weeks prior to the last scheduled student
42 day.
43
44

1 Section C - School Day

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

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- c. The length of preparation time for teachers in middle schools, junior high schools, and high schools shall normally be equal to the length of the students' class period on the day preparation time is granted. Except for schools with block scheduling, preparation time for part-time teachers shall be scheduled pro rata.
- d. Teachers in elementary schools shall be scheduled for no less than two hundred sixty (260) minutes of preparation time during each full five (5) day workweek. Sixty (60) of the two hundred sixty (260) minutes may be outside the normal student day. If the workweek is less than five (5) days, such preparation time shall be reduced pro-rata fifty-two (52) minutes per day for each day students are not scheduled to attend full time. It is the intent of the parties that the allowance to schedule sixty (60) minutes of planning time as provided herein, should not be used to lower the amount of planning that has normally been scheduled during the student day.
- e. Except as otherwise provided herein, preparation time as provided herein shall be scheduled within the six and one-half (6 1/2) hour period of time immediately following the beginning of the normal student day.
- f. Classroom teachers assigned to teach in elementary schools shall have two (2) of their five (5) forty (40) minute weekly preparation times as "No meeting zones" for uninterrupted preparation time. Each school will determine which days each week will be so designated. Except in an emergency, the principal shall not adjust the schedule.
- g. Vocational Teachers with multi-period blocks of classes and/or other teachers not normally assigned to class groups shall not be entitled to preparation time as described herein. This latter group includes, but is not limited to, counselors, occupational specialists, alternative education teachers, area counselors, resource teachers and media specialists not assigned a full class load. Multi-period blocks of classes as used herein shall mean only those instances in which a teacher's classes are scheduled in multi-period blocks for the entire student day, e.g. three (3) classes of two (2) period blocks in a six (6) period day. Provided that in the event of an emergency, planning time as provided herein for an exceptional education teacher may not be provided.

1 h. It is not the intent of the Board herein to preclude reasonable
2 preparation time for teachers not covered herein, where such
3 preparation time may reasonably be provided.
4

5 i. A teacher who is not assigned to the extended day program as
6 provided herein and is scheduled for more than one (1) daily non-
7 teaching period may be assigned to perform other duties as
8 required during no more than two (2) of such additional daily non-
9 teaching periods per teacher workweek. Teachers who do not
10 receive the equivalent of more than one planning period shall not
11 be assigned any additional supervision duties during the student
12 day.
13

14 ~~j. A teacher assigned to teach in the four-period block schedule may~~
15 ~~be assigned by the principal for up to ninety (90) minutes per week~~
16 ~~in increments of no greater than forty-five (45) minutes a day to~~
17 ~~perform other duties to maintain the orderly function of the school.~~
18

19 ~~k. j.~~ Every reasonable effort shall be made to provide teachers required
20 to attend a staffing with no less than ten (10) working days
21 notice.
22

23 k. There shall be no expectation that an IEP be written more than a
24 week before the IEP conference.
25

26 3. A teacher may leave the school site during his/her workday after
27 signing out (manually or electronically) and notifying the principal or
28 designee.
29

30 4. The normal teacher workweek shall not exceed forty (40) hours
31 inclusive of a daily thirty (30) minute lunch period except in an
32 emergency and/or compensatory time.
33

34 a. If the teacher workweek shall be less than five (5) days as a
35 consequence of an official school recess or holiday, the normal
36 workweek shall be reduced pro-rata from paragraph 4 above.
37

38 b. Adjustments to the workweek shall be allowed only when the
39 length of the work assignment(s) does not cumulatively exceed
40 thirty (30) minutes in a normal workweek.
41

42 c. Assignments beyond the thirty (30) minutes in such workweek are
43 subject to the compensatory time provisions of this Agreement.
44

- 1 5. In the event a teacher is assigned to work beyond the normal forty (40)
2 hour workweek, then compensatory time shall be accrued by the
3 teacher. The rules for accrual of compensatory time shall be as follows:
4
- 5 a. In the event a teacher meets with a parent of his/her students and
6 such meeting causes the teacher to extend his/her forty (40) hour
7 workweek, time spent at the parent conference shall be subject to
8 compensatory time provided that the principal and teacher have
9 prior mutual agreement that such parent conference time will
10 qualify for compensatory time. Parent conferences as used herein
11 are those parent conferences in addition to those found on the
12 school calendar as adopted by the Board. The requirement of
13 "prior mutual agreement" may be met by the principal establishing
14 a building policy.
15
- 16 b. In the event a principal assigns a teacher to perform duties which
17 require him/her to return to school for evening functions (e.g. open
18 houses, individual parent conferences, other such functions), time
19 spent at such assignments shall be accruable to compensatory
20 time. This does not preclude a teacher from applying for
21 compensatory time accrual for other duties beyond the forty (40)
22 hour workweek.
23
- 24 c. Requests to accrue compensatory time shall be submitted within
25 seven (7) workdays of the event and the principal shall act on the
26 request within four (4) workdays of submission by returning the
27 signed form. In the event the principal does not act on any
28 request for accrual of compensatory time within the specified time
29 frame the request shall be considered approved.
30
- 31 d. On any day that teachers are required or have mutually agreed
32 with the principal to return to school for evening activities, teachers
33 shall be released as soon as the student day has ended and
34 student supervisory duties have been completed.
35
- 36 e. In the event a teacher transfers during the school year from one
37 school to another, any unused compensatory time shall transfer
38 with the teacher subject to the following condition: Written
39 verification of accrued compensatory time shall be provided from
40 the sending principal to the receiving principal at the time of the
41 transfer.
42
- 43 f. Compensatory time shall only be accrued during the school year in
44 which it is earned.

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- 6. The rules governing the utilization of compensatory time shall be as follows:
 - a. Except as otherwise provided herein, compensatory time shall only be utilized during the school year in which it is earned. Teachers shall be given the opportunity to utilize their compensatory time, as provided herein, and compensatory time shall not be carried forward from one school year to another except as provided.
 - b. Teachers shall submit a written request to the principal for utilization. The written request must be received by the principal no earlier than forty (40) calendar days prior to and no later than two (2) school days prior to the date compensatory time, if approved, is to be utilized.
 - c. The principal shall act on requests for the utilization of compensatory time within one (1) school day, if submitted two (2) school days prior to the utilization. Other requests shall be acted upon within two (2) school days of the request. In the event the principal does not act on any request for the utilization of compensatory time within the specified time frames, the request shall be considered approved. In circumstances where the requesting teacher is not assigned to the same worksite as his/her principal, such responses shall be extended to three (3) school days. When a teacher applies for compensatory time two (2) or more school days prior to the day compensatory time is requested to be utilized, the teacher cannot be required to supply his/her own substitute as a condition of approval for such compensatory time request.
 - d. Time limits may be waived by the principal without precedent and at his/her discretion.
 - e. Failure of a teacher to utilize approved compensatory time may result, at the principal's discretion, in the reduction of such time from the teacher's accrued compensatory time balance.
 - f. Up to sixteen (16) hours of unused compensatory time shall be carried forward to the next school year.
 - g. Up to sixteen (16) hours of accrued compensatory time shall be made available to that teacher for utilization during the normal student day Nothing contained herein shall preclude a principal

1 from approving utilization of compensatory time during the student
2 day beyond the minimum guaranteed amount of sixteen (16)
3 hours.

- 4
- 5 h. Nothing contained herein shall be construed as precluding a
6 principal from allowing the utilization of compensatory time on a
7 nonstudent attendance day as reflected on the school calendar as
8 adopted by the Board.
9
- 10 i. In the event a principal denies the utilization of accumulated
11 compensatory time on an inservice day or on a post-planning day
12 as scheduled on the school calendar as adopted by the Board, such
13 denial shall give the affected teacher(s) the right to use, at his/her
14 option, compensatory time in lieu of and for the same purpose(s)
15 as sick leave. The amount of any such compensatory time utilized
16 as sick leave shall be no more than an amount equal to the time
17 designated by the Board for the affected inservice day or post-
18 planning day. Provided that any sick leave taken on an inservice
19 day or post-planning day shall be deducted from the accrued sick
20 leave balance of the teacher.
21
- 22 j. In the event a teacher chooses to utilize compensatory time in lieu
23 of sick/personal leave as provided herein, such teacher shall be
24 given a verification of such time being so charged to his/her
25 compensatory time balance.
26
- 27 7. As used herein, the normal teacher workweek shall not include time
28 devoted to performance of duties for which compensation is received
29 pursuant to The Schedule of Differentiated Pay for Extracurricular and
30 Differentiated Pay Compensation. If such assignment is not included in
31 the Schedule of Differentiated Pay, the amount paid for such
32 assignment shall be as determined by the Board.
33
- 34 8. Reimbursement of mileage for teachers required to travel to another
35 school(s) during the normal workday is as follows: After reporting for
36 duty at a school, if the teacher is required during the normal workday to
37 travel to another school(s), the teacher shall be reimbursed for mileage
38 between the first school and the other school(s), and between the last
39 school and return to the original school or to the teacher's home,
40 whichever shall be the lesser.
41
- 42 a. Employees who regularly travel among the various schools and
43 other location in the county to perform their official duties, will be
44 eligible for reimbursement beginning with the first stop of the work

1 day unless the first stop is farther from their home than their
2 established work site.

3
4 b. If the first stop of the day is farther from the employee's home
5 than the established work site, the employee will be eligible for
6 mileage reimbursement for the difference between the work site
7 and the first stop of the day.

8
9 c. From the first stop of the day, the employee will be eligible for
10 reimbursement for mileage to other sites for official business during
11 the day.

12
13 d. The employee shall be reimbursed for mileage between the last
14 stop of the day and return to the established work site or to the
15 employee's home, whichever shall be the lesser, which could result
16 in the employee being reimbursed for returning home from work.

17
18 e. Since reimbursement for returning home is made for personal, not
19 business, miles traveled, it will result in taxable income to the
20 employee and will be reported on the employee's W-2.

21
22 f. The reimbursement rate shall be no less than the rate allowed by
23 law.

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

35
36 9. Attendance of teachers at PTA or PTO meetings shall be voluntary.

37
38 10. The length of the normal teacher workweek shall be forty (40) hours.
39 During the ten (10) days totaling eighty (80) hours reflected on the Board-
40 adopted school calendar as student non-attendance days, the
41 Superintendent and/or Principal shall schedule forty (40) hours of teacher
42 work assignments providing a forty (40) hour balance which shall be
43 designated as teacher planning/preparation time. The Principal shall give to
44 teachers on the first day of pre-planning a written schedule of the year's

1 non-student days, specifying which hours are to be administratively
2 designated and which hours are to be used as teacher planning/preparation
3 time. Except in an emergency, the Principal shall not adjust the schedule.
4 In such case, the adjusted schedule shall be provided in writing with details
5 of the emergency.

- 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.

- 6
- 7 4. No later than one week before the voluntary transfer period begins, the
8 principal shall make available, upon request of the teacher, his/her
9 anticipated teaching and room assignment for the following school year.
10 Further, after December 1, the principal shall make available upon
11 request of the teacher, his/her anticipated teaching assignment for the
12 forthcoming school semester.
- 13
- 14 5. Schedules for all classroom teachers in secondary schools shall be
15 posted in each school no later than September 28 of each school year.
16 Room assignments, planning times, and grade assignments shall be
17 similarly posted in each elementary school. Both the teacher's
18 certification(s) and recent teaching experience shall be considered when
19 determining the teacher's assignment.
- 20
- 21 6. No teacher shall be required to formally evaluate any other teacher,
22 except for the purpose of assessing individual collaborative mutual
23 accountability within school teams as required in the District's
24 Instructional Personnel Performance Appraisal System (IPPAS). There
25 shall be no requirement that peer observations be reported to
26 administration.
- 27
- 28 7. If teachers are required to teach at more than one school, one school
29 shall be designated as his/her home base. Except as otherwise
30 provided herein, teachers who are assigned to teach in more than one
31 school and such assignment results in his/her traveling between such
32 schools during the student day, such teacher shall suffer no loss of the
33 rights conferred by this Agreement, including loss of planning time
34 and/or duty-free lunch as contained herein.
- 35
- 36 8. The use of time clocks for checking in and out shall be prohibited.
- 37
- 38 9. Teacher participation in school activities beyond the normal teacher
39 workweek shall be voluntary wherever possible. If a situation arises
40 where such assignment must be made where no volunteers are
41 available, priority consideration will be given to the teacher's prior
42 personal commitments. All assignments beyond the teacher workweek
43 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 10. For 2013-2014 all secondary teachers will teach six (6) of seven (7)
5 classes each day B based on the instructional needs of the school as
6 determined by the principal. Secondary teachers are eligible for an
7 Optional Class Differential. If electing to teach a seventh (7th) period.
8 This assignment is on a voluntary regular daily basis and is limited to
9 the circumstances listed below:

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

35
36 11. Lesson Plans are required and should reflect the standards and essential
37 elements. The format for plans shall be decided by the teacher for the
38 purpose of working with his/her students and shall include sufficient
39 information for substitutes and evaluators. Teachers are expected to
40 show necessary documentation for the student with IEP's, 504 plans,
41 ESOL requirements and other accommodations. The documentation
42 does not have to be in weekly lesson plans. There shall be no
43 requirement that teachers lesson plans are for more than one week at a
44 time. Teachers leaving the district or transferring to another school shall

1 turn in their lesson planbooks and/or gradebooks to the principal as part
2 of the checkout procedure. Routine submission of lesson plans shall not
3 be required except in the following instance: when the performance of
4 the teacher has been less than satisfactory. In this event, format and
5 content may be part of an assistance plan. Lesson plan restrictions shall
6 be waived for all "D" and "F" schools until they have regained at least
7 "C" status.
8

9 12. The parties agree that the provision for student supervision is primarily
10 the responsibility of the professional employees in order to ensure a
11 safe school environment. Supervisory duty assignments and supervisory
12 duties for teacher restroom breaks shall be reviewed by the principal
13 and a faculty committee to ensure adequate supervision and equitable
14 distribution of assignments. Faculty volunteers to the committee will be
15 sought.
16

17 13. The requirements and procedures for teacher attendance at Board-
18 adopted district inservice days as reflected on the Board-adopted district
19 calendar shall be as follows: Teachers shall attend inservice programs
20 held on inservice days except as provided below.
21

22 a. When district records show that a teacher has had, within the three
23 (3) previous years, a specific inservice experience, which is being
24 required, the teacher may attend at his/her option.
25

26 b. Upon a review of the inservice programs offered on a specific
27 inservice day, the teacher and his/her principal mutually agree that
28 the programs offered on that day do not contain activities which
29 would beneficially apply to the responsibilities of the teacher or the
30 teacher has renewed his/her certificate for that school year, the
31 teacher shall be allowed to remain at his/her school or at another
32 school board cost center, as assigned by the principal or request
33 compensatory time.
34

35 c. A teacher is granted an approved leave of absence for that day(s).
36

37 14. When a teacher receives a significant reassignment after the start of the
38 school year, the principal shall provide non-student time for planning
39 and preparation.
40

41 15. Teachers serving in differentiated pay positions at other than their
42 home school may, at the discretion of the principals involved, with
43 reasons given when denied, leave at the end of the school's student day
44 to fulfill those differential responsibilities.

- 1
2 16. The Brevard Public Schools (BPS) Ed-Line portal and electronic grade
3 book (Grade Quick) electronic system shall be used in lieu of paper
4 grade books. The teacher of record will input and upload to the Ed-Line
5 portal grades or and content weekly for parents to review. At the
6 teacher's discretion, a monthly calendar is adequate in lieu of weekly
7 content up-dates in the electronic system. The grades should reflect
8 how students are doing on an on-going basis. Grades reported in the
9 areas of Art, Music, Physical Education or specialized programs may
10 vary. On-going training shall be made available to teachers.
11
12 17. The parties agree that with growing use of technology, there is a
13 reduced need for paperwork. Every effort shall be made to eliminate
14 the need for multiple entry of data.
15
16 18. No teacher shall be required to apply for an award, or retaliated against
17 for not applying for an award, for his/her school(s) or department(s),
18 for which they are ineligible.
19
20 19. In order to maintain employment, instructional staff are required to hold
21 teacher certification issued by the Florida Bureau of Educator
22 Certification or the District as a term of employment will be required to
23 be certified, qualified and highly qualified to teach core content courses
24 or certified and qualified to teach non-core content courses in the areas
25 for which they are re-employed. If a teacher removes a certification for
26 which they were employed, re-employed or reappointed to teach, the
27 District has no further obligation to continue his/her employment.
28
29 20. Semester exams, if required for submission for review by administration
30 shall not be required for submission more than two (2) weeks in
31 advance of the administration of the exam.
32

33 Section E - Vacancies and Promotional Vacancies

- 34 1. A notice of all promotional vacancies shall be posted in each school at
35 least five (5) workdays prior to the closing of the application period. A
36 copy of such notice shall be sent to the Union president at the time it is
37 sent to schools.
38
39 2. The associate superintendent for Human Resources Services or
40 designee shall post, on the district website a listing of all current
41 teacher and promotional vacancies.
42
43 3. The Board agrees to notify applicants and Union of the Board's decision
44 regarding the filling of such vacancy(ies) provided that the applicant

1 and Union have submitted a stamped self-addressed envelope with
2 his/her application.

- 3
- 4 4. No promotional vacancy, except vacancies which exist at the level of
5 superintendent's staff, shall be permanently filled until all teachers who
6 have properly submitted applications and who meet the qualifications as
7 reflected on the posted notice and have highly effective or effective
8 evaluations have been given the opportunity to be interviewed.
9
- 10 5. For the Purpose of Promotion
- 11 a. A notice of promotional vacancy shall set forth the qualifications,
12 primary requirements, duties, and other pertinent information and
13 the date by which the applicant must file the application. Such
14 notice shall also include information indicating the salary range for
15 the position and procedures for application.
16
- 17 b. Promotional vacancies shall be positions on the Administrative and
18 Support Salary Schedule as adopted by the Board.
19
- 20 c. A notice of promotional vacancy shall reflect the anticipated
21 location of the vacancy if known.
22
- 23 6. A notice of instructional task forces and workshops to be appointed
24 shall be posted in each school at least fifteen (15) calendar days prior to
25 the closing of the application period for appointment thereto. Such
26 notice shall include the criteria pertinent to the appointment. In filling
27 such positions consideration shall be given to the prior opportunity of
28 teachers to serve on such similar task forces and workshops so that
29 they may be shared equitably among qualified teachers with highly
30 effective or effective evaluations seeking such appointments.
31
- 32 7. Upon written request, teachers with highly effective and effective
33 evaluations shall be granted interviews for all posted vacancies for
34 which they qualify before such vacancies are filled.
35
- 36 8. Training for ESOL/META endorsement shall be the District's
37 responsibility. Upon ratification of this agreement, for each person who
38 qualifies for the ESOL endorsement through the 300-hour district ESOL
39 Add-On Certification Program, the District will fund the \$75.00
40 application cost to the Department of Education. This payment is not
41 retroactive.
42
43
44

1 Section F - Assignments and Transfers

2 The sides agree that it is in the best interest of the district to reappoint talented
3 highly effective or effective annual contract (AC) teachers as soon as possible.
4 To meet that goal, principals may recommend to the Board for reappointment
5 any highly effective or effective annual contract (AC) teacher with highly
6 effective or effective scores on their Professional Practices portion of the
7 Instructional Personnel Performance Appraisal System (IPPAS) up to two (2)
8 weeks before the District begins any voluntary or involuntary transfer period.

9 1. Voluntary Transfer from School to School

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

- 1 f. In April of each year, schools will compile a list of anticipated
2 vacancies for the next school year. The lists will be assembled at
3 the District and then placed on Share Point. This will allow
4 Continuing Contract (CC) teachers and Professional Service
5 Contract (PSC) teachers a two-week opportunity to interview for
6 possible transfer.
7
- 8 2. Reassignments Within a School
9 a. A teacher shall have the right to request reassignment within the
10 same school to which he/she is assigned.
11
12 b. Teachers may voluntarily change positions with other teachers
13 within a school with approval of the principal.
14
- 15 3. Involuntary Transfer
16 In the event a decline in student enrollment necessitates the Board
17 reducing continuing contract and professional services contract
18 teachers within a school, the following procedures shall be followed:
19 a. The principal shall inform the faculty of the necessity to reduce
20 continuing contract and professional services contract teachers and
21 provide the faculty with the opportunity to request transfer to fill a
22 vacancy at another school.
23
24 b. Prior to the reappointment of any annual contract teachers, all
25 continuing contract and professional services contract teachers, in
26 the district, shall be assigned to a position. Provided that in the
27 event there is no continuing contract teacher or professional
28 services contract teacher certified in a field in which there is a
29 vacant position, an annual contract teacher may be appointed to fill
30 such position.
31
32 c. A listing of teacher vacancies shall be posted at each school, which
33 is reducing continuing contract or professional services contract
34 teachers. The list shall be made available to all teachers on Share
35 Point, or other internal electronic means, no later than the first day
36 of the transfer period.
37
38 d. If a teacher who volunteers to transfer to a vacancy meets the
39 certification requirements for such vacancy, such teacher shall be
40 given the opportunity to interview for the vacant position. Provided
41 a request for such interview is made to the appropriate principal
42 within a five (5) workday period immediately following the faculty
43 notification as provided in paragraph 1 herein. The teacher must

1 concurrently notify his/her current principal of such interview
2 requests.

3
4 e. The teacher shall receive notification of the interviewing principal's
5 decision regarding such transfer request.

6
7 f. In the event such transfer request is denied, the teacher shall have
8 the right to meet with the superintendent and advance reasons
9 why such voluntary transfer should be granted. A request for such
10 meeting shall be in writing and shall be filed no later than five (5)
11 workdays after notification of the denial of the transfer request is
12 provided to the teacher.

13
14 g. If the Board effectuates a reduction of continuing contract and
15 professional services contract teachers by involuntary transfer, the
16 following procedures shall be followed:

17 1) If within five (5) workdays after faculty notification as provided
18 in paragraph 1 herein, there remains the necessity to reduce
19 continuing contract or professional services contract teachers,
20 the Board shall give written notification to the selected teacher
21 of the Board's intent to involuntarily transfer him/her. Within
22 five (5) workdays of such notification, a teacher so selected
23 shall be granted an interview in the same manner and within
24 the same guidelines as provided to teachers who have
25 volunteered for transfer as provided herein.

26
27 2) A teacher so selected shall have the right to meet with the
28 superintendent and advance reasons why such involuntary
29 transfer should not occur. A request for such meeting shall be
30 filed no later than five (5) workdays after notification of such
31 involuntary transfer.

32
33 3) A teacher whose involuntary transfer becomes effective at the
34 beginning of the next school year shall have the option to
35 return to the school from which he/she was involuntarily
36 transferred provided the position from which he/she was
37 transferred becomes vacant prior to the beginning of such next
38 school year or the beginning of the second semester of the
39 next school year. The term "position" as used herein shall
40 mean the same or substantially the same teaching assignment
41 from which the teacher was involuntarily transferred.
42

- 1 h. In the event the Board determines to transfer a teacher for reasons
2 other than declining enrollment, the following procedures shall
3 apply:
4 1) Upon notification, the teacher will be given the opportunity to
5 voluntarily transfer fifteen (15) days prior to the date of the
6 transfer provided the teacher receives a complete list of
7 available positions at the beginning of the fifteen (15) day
8 window.
9 2) The teacher who volunteers will be given priority over new
10 hires in the affected teacher's field of certification in those
11 schools at which the teacher has sought an interview.
12
13 i. In the event the teacher does not choose to volunteer, the
14 following procedures will apply:
15 1) The teacher shall receive written notification as soon as the
16 final decision to effectuate such transfer is made.
17
18 2) The reason(s) for such transfer shall be contained in such
19 notification.
20
21 3) The teacher shall be given the opportunity to meet with the
22 Superintendent for the purpose of advancing his/her reasons
23 why such transfer should not take place.
24
25 4. In the event the Board decides to close a school for the following school
26 year, Continuing Contract (CC)/Professional Services Contract (PSC)
27 teachers at the affected school shall have a separate transfer period that
28 shall end no later than the beginning of the first voluntary transfer
29 period as described in Article VI, Section F. I. (f). Before such transfer
30 period, it shall be determined to which school(s) students from the
31 closing school will transfer. Teachers shall be allowed to interview at
32 the school(s) that are to receive students from the closing school. Every
33 reasonable effort shall be made to place CC/PSC teachers at the
34 receiving schools, as long as there are positions available that match
35 certifications. Teachers may then participate in voluntary transfer
36 periods.
37

38 Section G - Teacher Evaluations

- 39 1. A teacher shall be apprised of the Board's formal evaluation procedures.
40 Such appraisal shall be scheduled during preplanning provided that a
41 teacher who is employed after the preplanning period shall be similarly
42 apprised prior to the implementation of such procedures relative to the
43 evaluation of such teacher. Appraisal as required in this paragraph shall
44 include the teacher appraisal system, as well as any checklist type of

1 form that an individual principal may determine to use in a particular
2 school.

- 3
- 4 2. Observations of a teacher's performance for the purpose of formal
5 evaluation shall be conducted either singularly or in combination by a
6 school administrator(s), district level administrator(s), or other qualified
7 persons, who may be specifically requested by the Board to assist in
8 such observation(s). If an evaluator is used who is not regularly
9 assigned to work in the same school as the teacher being evaluated,
10 such evaluator shall be identified to the teacher prior to such
11 evaluation. A teacher may decline to accept input from a teacher,
12 except a peer mentor teacher, that will ultimately be used as part of his
13 or her evaluation.
- 14 a. A teacher may decline to be observed by a specific teacher or
15 teachers except for a peer mentor teacher.
- 16
- 17 b. Where a school has more than one (1) administrator assigned, a
18 teacher may request one of the administrators not be assigned to
19 do the teachers' evaluation.
- 20
- 21 3. All formal observations shall be conducted with the knowledge of the
22 teacher.
- 23
- 24 4. Every teacher will have no less than one (1) consecutive twenty (20)-
25 minute administrative observation as part of a formal annual evaluation
26 and no longer than the period of time that the particular class or activity
27 is in session, and shall be reduced to writing. Any other observations of
28 a teacher's performance by administration which are to be utilized in
29 the evaluation of such teacher's performance shall be in writing and
30 provided to the teacher within five (5) working days.
- 31
- 32 5. Formal observations shall be discussed with the teacher within ten (10)
33 workdays following the observations. The purpose for such discussion
34 shall be for the evaluator and teacher to examine the teacher's
35 strengths and weaknesses and possible assistance to be given and
36 means for improvement of those strengths and weaknesses. Such
37 evaluation shall not be discussed with nor displayed in front of students
38 or parents, provided this paragraph shall not be applicable to any Board
39 meeting. The teacher shall be provided a signed copy of the formal
40 evaluation within twenty-four (24) hours of the discussion.
- 41
- 42 6. Teachers shall be provided with a copy of all written observation
43 records and shall be given the opportunity to submit written comments
44 regarding such records for attachment thereto, provided such

1 comments are submitted within fifteen (15) workdays of the receipt by
2 the teacher of the observation record.

- 3
- 4 7. A planned practice of using the intercommunications system in a school
5 for the purpose of gathering information to be used in the evaluation of
6 that teacher shall not be allowed.
- 7
- 8 8. For the purposes of this section, "formal observation" and "formal
9 evaluation" shall mean, respectively, the observations and procedures
10 conducted for the primary purpose of judging teacher performance.
- 11
- 12 9. In the event the Board shall desire to alter the contents of the teacher
13 evaluation instrument in use as of the effective date of this agreement,
14 prior to such alteration the Union shall be provided written notification
15 of the Board's intent to effect such alteration. The Union, upon receipt
16 of such notification shall be allowed seven (7) calendar days within
17 which to respond regarding such changes.
- 18
- 19 10. Whenever the principal schedules a conference with a teacher for the
20 purpose of discussing his/her formal evaluation, such teacher shall be
21 given prior notice of the purpose of such conference.
- 22
- 23 11. Parent and/or student complaint(s) shall be reported to the teacher
24 prior to the inclusion of such complaints in the formal evaluation of the
25 teacher. The teacher shall have the opportunity within fifteen (15)
26 workdays to resolve and/or respond to the complaint(s). The failure of a
27 teacher to respond as provided herein shall not prohibit the inclusion of
28 such material in the teacher's formal evaluation.
- 29
- 30 12. The quantity of discipline referrals and number of student failures shall
31 not be considered in isolation, but should be considered in conjunction
32 with other factors such as severity of discipline referral offenses, level of
33 classes, number of preparations, and grouping patterns.
- 34
- 35 13. Established at each school site: Three (3) teacher leaders will be
36 chosen to review the Professional Growth Plans (PGP) submitted by
37 teachers. They will individually score the PGPs and fill out a score
38 sheet. Teachers on the review team will receive a supplement based on
39 the number of teachers at the schools:

| | | |
|----|----------------|----------|
| 40 | | |
| 41 | 0-39 teachers | \$200.00 |
| 42 | 40-59 teachers | \$250.00 |
| 43 | 60-79 teachers | \$300.00 |
| 44 | 80-99 teachers | \$350.00 |

100+ teachers \$400.00

Section H - Personnel Files

1. No complaints or evaluative material shall be placed in the files of a teacher unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his /her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the content. Upon request, and at his/her expense, the teacher shall receive a copy of said material at the time he/she affixes his/her signature to the material.
2. The teacher shall have the right to submit written response to such complaint or evaluative materials and such response shall be placed in the personnel file of the teacher, provided such response shall be within fifteen (15) workdays of the date on which the complaint or evaluative material was made known to the teacher. Such response shall be attached to all file copies of the complaint or evaluative material.
3. A teacher may place in his/her personnel file a reference to, or a summary of, honors, awards, and official commendations, which relate directly to the teacher's duties.
4. Anonymous information shall not be placed in a teacher's personnel file.
5. A teacher shall have the right to review his/her personnel file during normal business hours and when the teacher is not otherwise assigned, provided such review shall be conducted in the presence of the administrator or designee in charge of such file. The teacher may be accompanied by a representative for such review. A teacher shall not permanently remove any item from his/her file. A teacher shall have the right to reproduce any material in his/her personnel file.
6. Except as provided by law, a teacher's personnel file shall be open to inspection only by the School Board, the superintendent, the principal, the individual teacher to whom the file applies and a representative who may accompany the teacher during such inspection.
7. This section shall not be applicable to recommendations or appraisals from other employers, universities or colleges or other references.
8. In the event the Board is required by law to develop changes in the Board's procedures regarding teacher personnel files, the Board agrees

1 to notify the Union of such changes as may be necessitated by such
2 law.

3
4 Section I - Faculty Meetings

- 5 1. Except as circumstances otherwise clearly require, faculty meetings at
6 each school shall be held during the regular teacher workweek.
7
8 2. Except in an emergency, notification of each faculty meeting shall be
9 given at least two (2) calendar days prior to the meeting.
10
11 3. In the event a scheduled faculty meeting date is changed, notification
12 of such change shall be provided as promptly as the need for such
13 change is determined by the principal.

14
15 4. There shall be no more than two (2) administratively assigned meetings
16 per week. Individual meetings between administrators and teachers
17 will not count towards the two (2) meetings. No teacher shall be
18 disciplined for failure to complete assignments for a PLC/PLT meeting,
19 or any other meetings.
20

21 Section J - Class Interruptions

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

28 Section K - Parent Conferences

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

37 Section L - Teacher Facilities

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

- 1 2. Teachers at each school site shall have access to a lounge area
2 provided as a place for teachers to plan, work, and eat when not
3 otherwise assigned.
4
- 5 3. A telephone at each school shall be made available for teacher use for
6 local or collect calls. For all schools under construction, and schools in
7 the planning stages, teachers shall be included in the planning,
8 including but not limited to providing phones in private locations for
9 conferring with parents.
10
- 11 4. The Board shall make restroom facilities available at each school for
12 exclusive use by non-students.
13
- 14 5. The Board shall make available a room or portion of a room for
15 exclusive use by teachers and non-students during the lunch period.
16
- 17 6. The Board shall make available in each school typing, duplicating
18 equipment, and copy machines for use by a teacher who is regularly
19 assigned to that school. Such use shall be for the purpose of assisting
20 the teacher in preparation of instructional materials to be used in that
21 particular school or in any other school in which that teacher has
22 instructional duties.
23
- 24 7. The Board shall make available at each school a private area for parent-
25 teacher conferences.
26
- 27 8. Classrooms
28 a. The Board agrees to make available to all teachers appropriate
29 physical facilities where applicable, such as a desk, a
30 chalkboard/whiteboard and storage space, consistent with the
31 other needs and financial resources of the district.
32
- 33 b. The Acceptable Use Agreement for the use of the School Board of
34 Brevard County's electronic mail system shall be:
35
36 The Brevard Federation of Teachers, hereinafter referred to as
37 "BFT," may have the use of the School Board of Brevard County,
38 hereinafter referred to as "SBBC," electronic mail system for the
39 purpose of informing members of the bargaining unit of scheduled
40 meetings and implementing the collective bargaining agreement.
41 Should any employee, whether a member or a non-member,
42 request the BFT cease sending them electronic mail
43 communications, BFT shall immediately remove that employee's
44 name from the distribution list and shall not send the employee any

1 further electronic communications. BFT shall comply with all
2 applicable federal, state and local laws and SBBC policies regarding
3 the use of such systems. All communications shall be during non-
4 instructional time.
5

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

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

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

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

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

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

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

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

43 12. When a teacher is assigned to teach at more than one school or in two
44 (2) or more classrooms, such teacher shall have available to him/her a

1 place to store his/her working materials. Such storage area shall be
2 secure from access from unauthorized persons, and shall include a desk
3 and locking storage. The teacher and administrator shall be responsible
4 for following reasonable and prudent measures to assist in such
5 security. A means for moving materials will be made available to
6 teachers assigned to teach in two (2) or more classrooms. The Board
7 shall make every reasonable effort to ensure that such teacher is able
8 to teach in the same room each day.
9

10 13. Except as the needs of the students clearly require, no teacher shall be
11 required to rove more than two (2) consecutive years in any four (4)
12 year period. The principal shall seek and utilize volunteers prior to
13 designating a teacher to rove. The term "rove" shall be construed to
14 mean an assignment when a teacher is scheduled to teach in more than
15 two (2) locations within the school.
16

17 14. When the principal becomes aware of the necessity to vacate a
18 classroom for renovation or maintenance, the principal shall notify the
19 affected teacher as soon as such situation becomes known to the
20 principal.
21

22 Section M - Miscellaneous

- 23 1. No teacher shall be required to transport students.
24
- 25 2. Any medical examination (other than an examination required
26 concurrent with initial employment) required by the Board shall be
27 performed by a licensed physician of the Board's choice. All costs
28 thereof shall be borne by the Board.
29
- 30 3. A teacher plus one (1) additional person who may accompany the
31 teacher shall be permitted to attend school activities without charge
32 subject to the following conditions. Each teacher shall be provided
33 proper identification by his/her principal, which shall be in such form as
34 to be reasonably convenient for carrying and presentation as required,
35 i.e. card size identification.
36 a. The teacher presents proper identification for admittance.
37
38 b. The school to which the teacher is regularly assigned is a
39 participant in the activity. When the activity does not involve the
40 teacher's regularly assigned school, or a school within the assigned
41 feeder chain, the teacher only shall be admitted without charge.
42
43 c. Activities, which are not controlled by the district, such as athletic
44 playoff games and the like, are not applicable to this section.

- 1 4. The Board shall make every reasonable effort to employ substitute
2 teachers whenever a teacher is to be charged with paid or unpaid leave.
3
- 4 5. The classes of an absent teacher shall not be divided up and placed into
5 other teachers' regular classes except in an emergency. This paragraph
6 shall not apply to students assigned to independent study. The term
7 "teachers" as used in this paragraph shall mean only those teachers
8 who are normally assigned class groups. Teachers who meet with
9 students on a resource-type basis, e.g. media specialists, counselors,
10 Title I, PREP, and the like are excluded from the term "teachers" for the
11 purposes of this paragraph.
12
- 13 6. If it is not reasonably possible to obtain a substitute teacher, and some
14 other voluntary solution cannot be found, the responsibility for
15 supervising the students assigned to the absent teacher shall be rotated
16 as equitably as possible among the remaining teachers.
17
- 18 7. No vacancy shall be filled by a person or persons for more than thirty
19 (30) teacher employment days except in an emergency situation unless
20 they hold a valid Florida teaching certificate.
21
- 22 8. In the scheduling of inservice for exceptional education teachers, the
23 Board agrees to make every reasonable effort to provide such inservice
24 at a time when all appropriate exceptional education teachers can be
25 made available for such inservice.
26
- 27 9. Teachers, if being moved to a new room shall not be required to move
28 any items other than personal materials.
29
- 30 10. Effective with the 2013-2014 school year all teachers will be assessed
31 an \$8.00 annual fee which will be deducted from the first payroll check
32 of their contract year. This fee is to maintain the Level II background
33 screening requirements under the Jessica Lunsford Act.
34
- 35 11. Teachers shall not carry weapons of any kind, either lethal or non-lethal.
36
- 37 12. For the 2013-2014 school year, every effort shall be made that teacher
38 assignments, preparations, and rooms shall not change.
39

40 Section N - Year-Round Schools (Modified Calendar)

41 The parties agree that in the event it becomes necessary to substantially alter
42 the employment conditions of teachers in the district's Modified School Calendar
43 schools and/or to increase the number of Modified School Calendar Schools, the

1 impact of such alteration and/or increase will be subject to negotiations between
2 the parties.

3
4 ARTICLE VII
5 TEACHER PROTECTION
6

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

21
22 Except as otherwise provided herein, when a student(s) is referred to the
23 administrator for disciplinary reasons, the teacher shall be informed of the
24 conditions, if any, which have been imposed on the student before he/she
25 reenters the class. Whenever the circumstances do not permit the
26 administrator to address a particular student referral, the administrator may
27 return the student to the referring teacher's class and recall the student at a
28 later time. The referring teacher shall be notified of the necessity of such
29 return and recall. If a serious situation exists, the teacher may return the
30 student to the principal.

31
32 Before the student is returned to class, serious consideration should be
33 given to the effect such return would have on the learning environment for
34 the other students in the class. If the consequence of a discipline referral is
35 a conference with administration, the teacher shall be allowed to attend that
36 conference if he or she requests.

37
38 B. The teacher shall have the right and responsibility to impose classroom
39 discipline where necessary and may use reasonable force to protect
40 himself/herself from attack, or to prevent injury to a student where
41 intervention is a prudent course of action.

42
43 C. A teacher shall have the right to temporarily exclude a student from class
44 when the misbehavior or disruptive effect of the behavior makes the

1 continued presence of the student in the classroom intolerable. In such
2 cases, the teacher shall furnish the principal or designated representative as
3 promptly as teacher obligations will allow, with full particulars on the
4 problem or incident in writing. The Board shall be responsible for notifying
5 the teacher of the disposition of the case as promptly as administrative
6 obligations will allow.

7
8 D. School authorities will endeavor to achieve correction of student misbehavior
9 through counseling, interviews, and conferences.

10
11 E. Any case of assault upon a teacher while in the performance of his/her
12 assigned duties shall be promptly reported to the appropriate representative
13 of the Board. The Board shall render reasonable assistance to the teacher in
14 connection with handling of the incident by law enforcement authorities.

15
16 F. Time lost by a teacher in connection with any assault on a teacher or as a
17 consequence of the negligence of the Board shall be handled as follows,
18 provided the teacher was at all times acting within the scope of his/her
19 employment and pursuant to Board policy and applicable law:

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

22
23 2. In case of disability the teacher's wages shall continue in full without
24 reduction in accumulated leave until Worker's Compensation payments
25 begin. Thereafter the Board shall pay to the teacher the difference
26 between the compensation payment and the contractual salary of the
27 employee without reduction of accumulated leave until the teacher is
28 able to return to employment or is eligible for retirement, but in no
29 event more than one hundred ninety-six (196) teacher employment
30 days after the occurrence of the event giving rise to the application of
31 this section.

32
33 3. Where a teacher is finally adjudged guilty of a criminal charge or has
34 judgment entered against him/her in a civil case as related to the
35 incident, the Board has no further responsibility for pay or loss of
36 accumulated leave.

37
38 G. Any disciplinary action taken against a teacher based on a complaint by a
39 parent or student shall be limited to informal action unless the matter is first
40 reported to the teacher in writing. Formal disciplinary action resulting from
41 such complaint shall be limited to those matters which have been reported
42 to the teacher in writing.

43

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

1 known regarding the volunteer's assignment to the classroom. The
2 parties agree that the best interests of all parties are served when
3 volunteer assignments are made in an atmosphere of mutual
4 consideration.

- 5
6 2. If a conflict arises after placement of a volunteer in a teacher's
7 classroom, the teacher shall request, in writing, a change of volunteers.
8 If such request is denied, the principal's reasons for such a refusal shall
9 be stated in writing by the principal with copies to the teacher, the
10 volunteer, the Union president, and the area superintendent.

11
12 P. When the principal determines to change a student's placement, the
13 affected teacher(s) shall have been given notice of the change.

14
15 Q. The Board agrees that whenever a parent complaint comes to
16 administration, the parent should first be referred to the teacher to address
17 the matter. The administration should notify the teacher of the parent
18 contact.

19
20 R. A copy of anything a teacher is requested to sign shall be provided to the
21 teacher by the end of the next business day.

22
23 ARTICLE VIII
24 JROTC (Type "G" Employees)

25
26 A. Salary - The Board shall pay Type "G" employees the difference between
27 their active duty pay (including allowances which are an appropriate part
28 thereof as designated by the branch of the employee's military service) and
29 their retirement pay from the military, provided the Board is reimbursed
30 one-half (1/2) the cost of the same from the military. Type "G" employees
31 shall receive rank differentials as provided in Article XVII, effective 1986-87
32 school year. In the event a JROTC teacher's active duty pay would be less
33 than the amount he/she would receive as a Type E employee, the JROTC
34 teacher shall receive the higher amount.

- 35
36 1. In the event a Type G employee is paid from the teacher salary
37 schedule, his/her workweek shall increase from thirty-seven and one-
38 half (37-1/2) to forty (40) hours.

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

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

- 1 1. Type "G" employees shall begin their work year ten (10) workdays prior
2 to the beginning of preplanning and end their work year ten (10)
3 workdays after the last day of post planning. Anything in this
4 Agreement to the contrary notwithstanding, such ten (10) workdays
5 after post-planning shall be normal workdays and subject to Article VI,
6 Section C. paragraph 9. The total workdays for Type "G" employees
7 shall be two hundred sixteen (216), exclusive of paid vacation.
8
 - 9 2. Type "G" employees shall earn no administrative leave.
10
 - 11 3. Effective July 1 of each year, Type "G" employees shall be credited with
12 paid vacation leave at an accrual rate of two and one-half (2-1/2) days
13 for each full calendar month the teacher is regularly employed.
14
 - 15 4. Type "G" employees shall receive no reimbursement for such loss of
16 accrued vacation leave.
17
 - 18 5. Type "G" employees shall not use vacation on those days designated as
19 workdays as provided herein.
20
 - 21 6. The daily pay rate for Type "G" employees shall be computed at one
22 two hundred and forty-sixth (1/246) of the applicable annual salary.
23
- 24 D. This section shall become effective July 1, 1979.

25
26 ARTICLE IX
27 STUDENT/INTERN ASSIGNMENTS
28

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

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

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

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

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ARTICLE XI
POLITICAL ACTIVITY

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

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

ARTICLE XII
EMERGENCY SCHOOL CLOSING

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

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

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

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

5
6 4. The Union shall be notified by the superintendent when an emergency
7 exists which may necessitate the closing of a school(s).

8
9 B. If reporting to work would present an immediate safety hazard to a teacher,
10 he/she shall be entitled to utilize appropriate accumulated leave.

11
12 ARTICLE XIII
13 PERSONAL/ACADEMIC FREEDOM
14

15 Section A - Personal

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

18
19 Section B - Academic

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

32
33 ARTICLE XIV
34 LEAVES OF ABSENCE
35

36 Section A - Rules Governing

37 1. While on approved paid leave of absence, a teacher shall continue to
38 receive the benefits of group fringe benefit plans, which are provided by
39 the Board for teachers who are not on leave of absence. A teacher on
40 unpaid leave of absence may, with the consent of the insurance carrier,
41 continue benefits under an insurance policy by paying all of the required
42 premiums on a timely basis as prescribed by the Board provided all the
43 conditions of such leave are met by the teacher.
44

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

18 Section B - Paid Leaves

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

 - c. Personal leave shall not accumulate from school year to school year.

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

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- 2) No more than eight percent (8%) of the teachers in any given school or one (1) teacher, whichever is greater shall be absent on such leave from any given school at any time, provided such limitation of eight percent (8%) may be waived by the Board in its discretion and without precedent.
 - 3) Such leave shall not be granted under any of the following conditions:
 - a) Activities which could result in taxable income to the employee.
 - b) To attend Union (including any other employee organization which has represented or sought to represent public employees in collective bargaining) associated business.
 - c) Any form of work stoppage.
 - 4) In the event of emergency, the nature of which is so serious as to necessitate the presence of as many employees as possible, all requests for personal leave may be denied for the duration of the emergency.
 - 5) Such leave shall not be granted for purposes for which any other type of paid leave is available.
3. Illness/Injury-in-the-line-of-duty Leave.
- a. A teacher shall be entitled to illness-in-the-line-of-duty leave up to ten (10) workdays per school year when he/she has to be absent from duty because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease or school building environmentally induced sickness contracted in school work.
 - b. Such leave or the balance thereof may accumulate from a school year to the next school year in the event of a continuation or recurrence of a specific injury sustained during the previous school year only.
 - c. The term "injury" as used in Article XIV, Section B, paragraph 3, is defined as the result of an event which causes the teacher to suffer an initial injury or a re-injury or re-aggravation of an injury for which the teacher had previously been granted injury-in-the-line-of-duty leave. The term "event" as used herein shall mean an

1 unforeseen, unexpected, or sudden happening, the nature of which
2 is such that the injury sustained can logically be expected to result.

3
4 4. Professional Leave

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

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

11
12 b. Professional leave with pay may be granted during preplanning and
13 post planning under the following conditions:

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

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

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

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

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

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

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

14 Section C - Military Leave of Absence

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

1 Section D - Unpaid Leaves

2 1. Maternity Leave

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

30
31 2. Extended Personal Leave

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

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

7 3. Advanced Study or Education Service Leave

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

- 12 1) Exchange teaching program.
- 13 2) Military teaching program.
- 14
- 15 3) Full-time participation in the Peace Corps, Teacher Corps, or
16 Job Corps.
- 17

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

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

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

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

42 4. Public Service

43 A leave of absence without pay not to exceed one (1) year shall be
44 granted to any teacher for the purpose of serving any city, county,

1 state, or national elected public office provided such leave shall be in
2 units of not less than one (1) year. Upon proper reapplication, such
3 leave shall be renewed each year for the number of renewals necessary
4 to allow the teacher to be granted such leave for the duration of the
5 term of the public office as described herein.

6
7 5. Personal or Exhausted Sick Leave

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

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

21
22 ARTICLE XV
23 REDUCTION IN FORCE
24

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

33 1. Annual contract reappointments for the identified
34 grade(s)/subject(s)/special area(s) shall not happen until the Reduction in
35 Force is completed.

36
37 1-2. The Board shall identify the instructional assignment(s)
38 [grade(s)/subject(s)/special area(s)], to be reduced across the district.
39 In excluding teachers from reappointment, the district shall first non-
40 reappoint teachers whose most recent evaluation is Unsatisfactory.
41 Next the district shall non-reappoint those teachers whose most recent
42 evaluation is Needs Improvement. Next the district shall non-reappoint
43 those teachers who most recent evaluation is Effective. In any cases of
44 a tie among teachers of the same evaluation rating, the next

1 determinant to be used shall be the area of certification then the years
2 of continuous, creditable years of teaching experience, in which
3 teachers with the most years of experience being the last to be
4 identified for reduction in force. All annual contract teachers in such
5 assignments shall be non-renewed prior to any reduction of continuing
6 contract or professional services contract teachers.

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

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

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

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

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

1 delivered in person or by certified mail, shall be to the most current address
2 of the teacher as reflected in the records of the Board.

3
4 D. Nothing herein shall prohibit teachers who have been reduced pursuant to
5 this Article from seeking and/or accepting gainful employment elsewhere.

6
7 E. Nothing in this Article shall be construed as to prevent the Board from
8 providing staff balances to comply with mandated programs or to preclude
9 or overcome any form of illegal discrimination.

10
11 ARTICLE XVI
12 WELFARE

13
14 Section A – Health Insurance

15
16 Effective January 1, 2012, the Board agrees to contribute to the district benefits
17 plan \$524.23 per month for teachers electing the Brevard Public Schools Health
18 Plan.

19
20 1. Effective July 1, 2012, the Board agrees to contribute to the district benefits
21 plan an additional \$20.00 per month for teachers electing the Brevard Public
22 Schools Health Plan.

23 2. Effective January 1, 2014 the employee contribution will increase by \$20.00.

24 3. Effective January 1, 2014 a \$150.00 in-network deductible will be added to
25 the BPS Health Plan.

26
27 In addition, the Board shall provide the following benefits:

28
29 The Union shall be invited to submit to the Board written recommendations as to
30 the content of bid specifications for the district hospitalization/medical options
31 and benefit plans as provided herein. The Union shall be provided a copy of
32 such final bid specifications prior to such being recommended to the School
33 Board for approval. For calendar year ~~2012~~ 2013, the Board will offer a Medical
34 plan option.

35
36 Section B - Vision Insurance

37 A vision insurance plan in which each teacher may choose to participate as a
38 payroll deduction will be offered. Such plan shall include the option of
39 dependent coverage which each teacher may choose to take as a payroll
40 deduction.

41
42
43
44

1 Section C - Dental Insurance
2 Dental insurance option(s) which each teacher may choose to take as a payroll
3 deduction will be offered. Such plan shall include both single and dependent
4 coverage.

5
6 Section D - Life Insurance
7 The Board shall provide to each teacher, without cost to the teacher, group term
8 life insurance in an amount equal to the annual salary of the teacher as reflected
9 in the salary schedule of this Agreement. Such amount to be computed to the
10 nearest one thousand dollars (\$1,000). Each teacher may, at his/her own cost,
11 purchase an additional amount equal to three (3) times his/her annual salary by
12 giving written authorization for payroll deductions thereof as prescribed by the
13 Board. The amount that such insurance coverage can be increased in any one
14 insurance plan year shall be limited to one (1) times the annual salary of the
15 teacher.

16
17 Section E - Disability Insurance
18 The Board shall continue to make available to each teacher at his/her own cost
19 through payroll deduction short and long-term disability insurance coverage
20 provided responsible bids for the same can be obtained and the teacher qualifies.

21
22 Section F - Insurance Committee
23 No less than three (3) members of the Superintendent's Insurance Advisory
24 Committee shall be named by the Union President or designee. If the proportion
25 of teachers to non-teachers on such committee shall be altered, the Union
26 President or designee shall have the right to name additional teacher(s) so the
27 composition of such committee shall remain the same as the ratio which
28 prevailed during the 1981-82 school year.

29
30 Section G - Tax Deferred Annuity Program
31 The Board shall continue to make available, through payroll deduction, tax
32 deferred annuity programs to all teachers in accordance with the policies in
33 effect on the effective date of this Agreement. The Board and Union agree to
34 jointly study the feasibility of providing teachers with the option of concurrently
35 participating in more than one district provided annuity program.

36
37 Section H - Retired Teachers
38 The Board shall provide a teacher at the time of his/her normal retirement the
39 option of participating, at his/her own expense, in the Board's medical insurance
40 program.

41
42
43
44

1 Section I - Benefits Eligibility

- 2 1. Regular, full-time teachers will be eligible to enroll in employee benefits
3 effective following the completion of forty-five (45) calendar days of
4 employment as a regular full-time teacher.
5
- 6 2. Teachers working twenty-five or fewer hours each week, part-time,
7 substitute and short-term contract teachers shall not be eligible for
8 employee benefits including, but not limited to, health care, dental and
9 vision coverage.
10
- 11 3. Benefits eligibility for substitute, part-time and short-term contract
12 teachers as well as those who work twenty-five (25) or fewer hours each
13 week, and are subsequently hired to a regular, full-time position will be
14 effective following the completion of forty-five (45) calendar days of
15 employment as a regular full-time teacher.
16

17 Section J - Extended Sick Leave Benefits

18 The Board shall continue to provide full insurance benefits as provided herein to
19 a teacher who has exhausted all accumulated sick leave and who continues to be
20 sick or disabled provided that such continuation of benefits shall be limited to the
21 sixty (60) calendar days immediately following the depletion of his/her
22 accumulated sick leave balance. Such teacher shall submit application for such
23 leave as prescribed by the Board. If the affected teacher is a member of the sick
24 leave bank this section shall become effective after the bank benefits are
25 exhausted.
26

27 Section K - Retirement Incentive Committee

28 In the event the superintendent should decide to offer a Retirement Incentive
29 Program to employees, there shall be formed a district committee for the
30 purpose of developing a report to the Superintendent regarding a District
31 Retirement Incentive Plan. The composition of such committee shall be: Three
32 (3) appointed by the Brevard Federation of Teachers, three (3) appointed by
33 Local Union 1010, three (3) administrators appointed by the superintendent,
34 three (3) other non-unit classified employees appointed by the superintendent.
35 The charge of the committee shall be developed and mutually agreed to by the
36 Superintendent and the Brevard Federation of Teachers.
37

38 Section L - Personal Property

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

- 43 1. The property is physically located within the physical plant at which the
44 teacher is normally assigned.

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

21

22 Section M - Child Care

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

26

27 Section "N" – Retroactivity of Contribution (Premium) Collections

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

32

33

34

35

36

37 (This Section Intentionally Left Blank)

38

39

40

41

42

43

44

ARTICLE XVII – SALARY

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

~~2011-2012~~ 2012-2013 Instructional Salary Schedule

| LEVEL | 10- month | 11- month | 12- month |
|-------|--------------|--------------|--------------|
| AA | 36,000 | 40,041 | 47,939 |
| BB | 36,112 | 40,165 | 48,088 |
| CC | 36,622 | 40,733 | 48,767 |
| DD | 37,234 | 41,413 | 49,582 |
| EE | 37,948 | 42,207 | 50,533 |
| FF | 38,866 | 43,229 | 51,755 |
| GG | 39,988 | 44,476 | 53,249 |
| HH | 41,314 | 45,951 | 55,015 |
| II | 42,742 | 47,540 | 56,917 |
| JJ | 44,374 | 49,355 | 59,090 |
| KK | 46,211 | 51,398 | 61,536 |
| LL | 48,251 | 53,667 | 64,253 |
| MM | 50,495 | 56,163 | 67,241 |
| NN | 52,841 | 58,772 | 70,365 |
| OO | 56,350 | 62,675 | 75,038 |

2013-2014 Instructional Salary Schedule

| <u>LEVEL</u> | <u>10- month</u> |
|--------------|----------------------|
| <u>AA</u> | <u>36,540</u> |
| <u>BB</u> | <u>36,654</u> |
| <u>CC</u> | <u>37,171</u> |
| <u>DD</u> | <u>37,793</u> |
| <u>EE</u> | <u>38,517</u> |
| <u>FF</u> | <u>39,449</u> |
| <u>GG</u> | <u>40,588</u> |
| <u>HH</u> | <u>41,934</u> |
| <u>II</u> | <u>43,383</u> |
| <u>JJ</u> | <u>45,040</u> |
| <u>KK</u> | <u>46,904</u> |
| <u>LL</u> | <u>48,975</u> |
| <u>MM</u> | <u>51,252</u> |

| | |
|-----------|---------------|
| <u>NN</u> | <u>53,634</u> |
| <u>OO</u> | <u>57,195</u> |

1
2 New teachers hired after the effective date of this contract will be placed on the
3 salary schedule commensurate with Brevard Public School teachers' years of
4 experience.

5
6 Effective 2012-2013 a one percent (1%) bonus for all teachers.
7 2013-2014 salary schedule with one point five percent (1.5%) to each cell.

8
9 ~~Teacher Step: One step movement on the current salary schedule for active~~
10 ~~teachers continuously employed since the 2007-2008 school year.~~

11
12 ~~Teacher One-Time Salary Enhancement: \$700.00 for teachers continuously~~
13 ~~employed since the 2007-2008 school year at the top of the current salary~~
14 ~~schedule. \$350.00 for teachers hired after the 2007-2008 school year.~~

15
16 ~~Teachers who have been at AA since the 2007-2008 school year shall move to~~
17 ~~CC.~~

18
19 Teachers shall accrue annual leave consistent with board policies for all other 12-
20 month employees.

21
22 Movement of employees on the Instructional Salary Schedule is
23 accomplished only through negotiations between the Union and the Board
24 subject to the provisions of Chapter 447, F.S. It is further understood that
25 upon expiration of the Agreement, incremental steps on the salary schedule
26 are subject to renegotiations and are not automatically payable until such
27 time as a new salary schedule has been ratified.

28
29 Except as otherwise provided herein, a teacher who is assigned to work in
30 an instructional capacity involving direct contact with students, e.g.
31 elementary school foreign language programs, and when such assignments
32 are during the teacher's normal work year and beyond the normal teacher
33 forty (40) hour workweek, time spent on such assignments shall be paid at
34 the affected teacher's hourly rate. For each one hour of work time, the
35 teacher shall be scheduled for no less than fifteen (15) minutes of
36 preparation time.

37
38 B. Two (2) years of credit for purposes of placement and vertical movement on
39 the salary schedule shall be given for military service completed since
40 January 1, 1940. A year of experience shall be granted for twelve (12)
41 months of active duty service. A partial year shall be counted if the active

1 military service is within thirty (30) days of being a full year. Additional
2 credit shall not be allowed for teaching assignments while in military service.

3
4 C. Ninety-nine (99) or more days of full-time teaching, to include paid leave, in
5 any single year shall be considered as one (1) full year of experience. If a
6 full-time Brevard Public School (BPS) teacher works no less than one (1) full
7 semester and such full semester has fewer than ninety-nine (99) days, one
8 year of experience will be granted for pay purposes.

9
10 D. Teachers hired before July 1, 2011, who had earned an advanced degree
11 are grandfathered and will continue to be paid a supplement for the highest
12 degree the teacher has earned. Teachers hired on or after July 1, 2011, will
13 be paid a salary supplement annually for advanced degrees provided the
14 advanced degree is held in the individual's area of certification. The teacher
15 is responsible to submit appropriate academic credentials.

16

| | | |
|----|-------------------------|------------|
| 17 | Master's Supplement | \$2,625.00 |
| 18 | Specialist's Supplement | \$3,900.00 |
| 19 | Doctorate Supplement | \$5,200.00 |

20

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

- 25 1. During the first three (3) years of district service, the daily rate of pay
26 multiplied by thirty-five percent (35%) times the number of days of
27 accumulated sick leave.
- 28
- 29 2. During the next three (3) years of district service, the daily rate of pay
30 multiplied by forty percent (40%) times the number of days of
31 accumulated sick leave.
- 32
- 33 2. During the next three (3) years of district service, the daily rate of pay
34 multiplied by forty-five percent (45%) times the number of days of
35 accumulated sick leave.
- 36
- 37 4. During the next three (3) years of district service, the daily rate of pay
38 multiplied by fifty percent (50%) times the number of days of
39 accumulated sick leave.
- 40
- 41 5. During and after the thirteenth (13th) year of district service, the daily
42 rate of pay multiplied by one hundred percent (100%) times the number
43 of days of accumulated sick leave.
- 44

- 1 6. The four (4) days of sick leave credited to each teacher shall be treated
2 as four (4) days of entitlement upon the teacher's retirement or to
3 his/her estate or beneficiary if service is terminated by death.
4
- 5 7. Payment for terminal pay as described above will be paid sixty (60) days
6 after the date of normal retirement.
7
- 8 F. To calculate a teacher's daily rate of pay, the base salary shall be divided by
9 one hundred ninety-six (196). To calculate an eleven (11) or twelve (12)
10 month teaching contract salary, the ten (10) month base salary shall be
11 divided by one hundred ninety-six (196) days and multiplied by the actual
12 number of contract days.
13
- 14 G. Salaries shall be paid twice a month in twenty-four (24) pays.
15
- 16 H. A teacher whose employment is terminated for any reason shall receive
17 his/her terminal pay, if any, and all salary earned prior to the date of said
18 termination less any deductions sixty (60) days after the termination date,
19 provided all obligations to the Board have been completed.
20
- 21 I. Upon written authorization of the teacher, the Board shall forward for
22 deposit into the teacher's bank account, all or a specified amount of the
23 teacher's net salary.
24
- 25 J. Teachers employed by the Board shall receive appropriate substitute pay
26 until such time as the Board officially ratifies their employment. Upon official
27 School Board ratification, the teacher shall receive the balance of monies
28 which insures full salary as a teacher retroactive to the date of the
29 appointment by the School Board in his/her next scheduled paycheck.
30
- 31 K. Any teacher required by the Board to provide his/her personal transportation
32 shall be reimbursed by the Board at no less than the rate allowed by law.
33 Such requirement shall not include routine travel to and from the teacher's
34 home and the school to which assigned.
35
- 36 L. Effective the beginning of the 1987-88 school year, the Board shall provide a
37 teacher with the option of an annual payment for sick leave days
38 accumulated during the school year provided such payment is subject to the
39 teacher's exemplary attendance for the school year as reflected in the
40 district payroll records. A teacher who is absent for more than four (4)
41 workdays during the school year shall not be eligible for annual payment as
42 provided herein. Provided that absences on approved professional leave
43 and/or line-of-duty leave, two (2) days of personal leave charged to sick
44 leave used for the purpose of religious observance, personal leave used for

1 NBPTS, paid military leave, and jury-duty leave shall not adversely affect
2 such record of exemplary attendance. Any other absences from duty,
3 including illness or injury in-line-of-duty shall act as a bar to the benefit
4 provided in this paragraph. Payment for such exemplary attendance shall be
5 calculated at eighty percent (80%) of the affected teacher's daily rate times
6 ten (10) days. Days for which such payment is received shall be deducted
7 from the accumulated sick leave balance. Payment as provided herein shall
8 be made as soon as payroll procedures may reasonably permit, but no later
9 than July 1, of the year in which the application is made.

10
11 M. Compensation for adult education teaching and/or summer school teaching
12 shall be as determined by the Board except as provided in Article XXVI,
13 paragraph A.

14
15 N. Effective July 1, with the 2002-03 school year, the following language shall
16 be implemented. The salary of a teacher as reflected in Section A of this
17 Article shall remain the same dollar amount under the following conditions:

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

26
27 2. The teacher receives an overall "unsatisfactory" on his/her annual
28 evaluation. The teacher's movement on the salary schedule shall be
29 frozen for the subsequent school year(s) until that teacher demonstrates
30 "effective" performance on two (2) annual evaluations. At such time,
31 vertical movement on the salary schedule shall be restored to the proper
32 level where the employee would have been if the increment had not
33 been frozen.

34
35 O. Effective July 1 with the 2004-2005 school year the following language shall
36 be implemented. The salary of a teacher as reflected in Section A of this
37 Article shall remain the same dollar amount under the following conditions:

38
39 A teacher who is involved in an egregious incident, as determined by the
40 superintendent, shall have his/her salary frozen for the subsequent school
41 year. Upon completion of the subsequent school year with the
42 demonstration of "effective" performance on his/her annual evaluation,
43 vertical movement on the salary schedule shall be restored to the proper
44 level where the employee would have been if the increment had not been

1 frozen. The teacher shall have the right to appeal to the superintendent
2 within fifteen (15) days of the date of the notification of the decision.

3
4 P. Pay for Performance Plan

5
6 Employee Name: _____ Employee Position: _____
7 School: _____ School Number: _____

8
9 I. PROGRAM PARTICIPATION/ELIGIBILITY REQUIREMENTS

10
11 A teacher who meets the program requirements below shall be considered a
12 candidate for a Pay for Performance supplement for the 2011-2012 2012-2013
13 and 2013-2014 school year.

- 14
15 A. Participation in the program shall be voluntary.
16
17 B. Teacher must have all "effective" ratings in each domain on his/her
18 current and previous year's evaluation with the Brevard Public Schools.
19 C. Teacher must have been on the school board payroll and actively
20 employed for the entire contract year as a teacher working a forty (40)
21 hour workweek.
22
23 D. A copy of the Statement of Intent for every teacher is due to Labor
24 Relations no later than (date to be determined).
25
26 E. The written plans for Options II, III, IV and V shall be submitted to the
27 Principal or Department Head by (date to be determined).
28

29 II. COMPONENTS OF THE PAY FOR PERFORMANCE PLAN

30
31 STUDENT ACHIEVEMENT DATA

32
33 Demonstrates growth in student achievement data and uses data to design and
34 improve classroom instruction and results.

35 TPBA – Teacher Performance-Based Accountability Committee

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

41
42 ANNUAL ASSESSMENT OF LEARNING GAINS (Teachers may apply individually or
43 as a group)
44

1 Option I: Annual Learning Gains as demonstrated on the Florida
2 Comprehensive Assessment Test (FCAT) - Reading or Math. Teachers in grades 4
3 through 10 who provide direct instruction in reading or math (through any
4 subject) may select this achievement standard. A minimum of 90% of the
5 students must demonstrate annual learning gain as defined by the Florida
6 Department of Education. A minimum of 70% of the students who took the
7 alternative assessment must demonstrate annual learning gains on the approved
8 instrument.

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

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

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

36
37 Option V: School-wide performance demonstrating gains on one of the FCAT
38 measures. Teachers who do not provide direct instruction in reading or math
39 (Grades 4 through 10) may select this standard. Teachers may select from the
40 following:

- 41
42 1. Exceed the district average by more than 15 scale score points -
43 FCAT Science.

44

- 1 2. Exceed the district average by more than 0.4 points - FCAT Writes!
- 2
- 3 3. Increase the number of students scoring Level 3 or above by 5%
- 4 from previous year in reading.
- 5
- 6 4. Increase the number of students scoring Level 3 or above by 5%
- 7 from previous year in math.
- 8 70 points = Eligible Candidate Total Points
- 9

10 III. CALCULATION AND DISTRIBUTION OF PAY FOR
11 PERFORMANCE SUPPLEMENT

- 12
- 13 A. All teachers who successfully complete the option chosen shall be awarded
- 14 the supplement by lottery until all funds are expended.
- 15 B The five percent (5%) supplement for each teacher shall be calculated from
- 16 the base contract salary.
- 17
- 18 C. Payment will be made no later than the last pay period in October of the
- 19 subsequent school year.
- 20

21 ARTICLE XVIII - DIFFERENTIATED PAY PLAN

- 22
- 23 A. The Board shall make an effort to find teacher volunteers for all positions
- 24 pursuant to this Article. Part of such effort shall include e-mailing all
- 25 teachers. The principal shall establish minimum qualifications for
- 26 differentiated pay positions within a school and shall review all applicants
- 27 who meet the minimum qualifications and make his/her determination as to
- 28 who should fill the position. When other factors are judged to be equal, it is
- 29 the intent of the district that teacher applicant(s) from the school with the
- 30 vacant position shall be chosen.
- 31
- 32 B. Paid extracurricular duty and differentiated pay positions shall be those set
- 33 forth in this Article.
- 34
- 35 C. No compensation for any differentiated pay positions shall be paid from cost
- 36 center internal accounts unless expressly provided herein.
- 37
- 38 D. Teachers participating in supervisory duties of events unrelated to the
- 39 necessary operation of the schools outside the normal teacher workweek
- 40 and which generate funds, including but not limited to athletic events,
- 41 dances, and other social functions, shall be compensated at ten dollars and
- 42 zero cents (\$10.00) per hour.
- 43

1 E. Nothing shall be construed as to require the filling of any position listed
 2 herein, nor to preclude payment of any amount to a teacher for the
 3 performance of duties not prescribed herein which occurs outside the
 4 normal teacher workweek.

5
 6 F. Payments for differentials which are not paid on a monthly basis shall be
 7 included in the teacher's regular paycheck upon completion of the sponsored
 8 activity.

9
 10 G. In the event an elementary teacher plans to engage in an activity which
 11 he/she views as qualifying for a special Elementary Program differential, the
 12 teacher may submit a written request for such differential to his/her
 13 principal. Such request shall contain the anticipated number of hours beyond
 14 the normal teacher forty (40) hour workweek. Upon review of the material,
 15 the principal shall submit the request in a timely fashion along with his/her
 16 recommendation for final determination, including his/her reasons for such
 17 recommendation.

18
 19 H. Schedule of Differentiated Pay

| <u>ACADEMICS</u> | <u>2012-14</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 th and 8 th grade) | \$ 734.00 | \$ 808.00 |
| Auditorium Manager | \$ 500.00 | \$ N/A |
| Band (Senior High) | \$3,182.00 | \$3,501.00 |
| Band (Middle School) (7 th and 8 th grade) | \$1,420.00 | \$1,562.00 |
| Beta Club | \$ 416.00 | \$ 458.00 |
| Choral (Middle School) (7 th and 8 th 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 |

| | | | |
|----|---|------------|------------|
| 1 | ESE Staffing Specialist* (not subject to indexing) | \$5,000.00 | \$ N/A |
| 2 | Forensics (Senior High) | \$1,224.00 | \$1,346.00 |
| 3 | Forensics (Middle School) | \$ 930.00 | \$1,023.00 |
| 4 | Future Educators Club of America | \$ 416.00 | \$ 458.00 |
| 5 | Future Problem Solving (two per school) | \$ 480.00 | \$ 528.00 |
| 6 | Honor Society (Senior High) | \$ 416.00 | \$ 458.00 |
| 7 | Honor Society (Middle School) | \$ 416.00 | \$ 458.00 |
| 8 | Lego Robotics (Elementary) | \$ 416.00 | \$ N/A |
| 9 | Literary Magazine (Senior High) | \$ 367.00 | \$ 404.00 |
| 10 | Memory Match | \$ 930.00 | \$1,023.00 |
| 11 | Newspaper (Senior High) | \$1,151.00 | \$1,266.00 |
| 12 | Newspaper (Middle School) | \$ 930.00 | \$1,023.00 |
| 13 | Odyssey of the Mind (three per school) | \$ 318.00 | \$ 350.00 |
| 14 | Optional Class (not subject to indexing) | \$3,190.00 | \$ N/A |
| 15 | Orchestra (Senior High) | \$2,108.00 | \$2,318.00 |
| 16 | Orchestra (Middle School) | \$1,212.00 | \$1,333.00 |
| 17 | Pre-K Diagnostician (not subject to indexing) | \$5,000.00 | \$ N/A |
| 18 | Regional Science Fair Coordinator | \$1,420.00 | \$1,562.00 |
| 19 | Resource Teacher – Full (N/A to Adult Ed) | \$5,000.00 | \$ N/A |
| 20 | (Not subject to indexing) | | |
| 21 | Resource Teacher – Half (N/A to Adult Ed) | \$2,500.00 | \$ N/A |
| 22 | (Not subject to indexing) | | |
| 23 | Robotics (Middle/High School) | \$ 700.00 | \$ N/A |
| 24 | ROTC (Masters) (not subject to indexing) | \$2,485.00 | \$ N/A |
| 25 | ROTC Drill Team, Color Guard, Rifle Team, | | |
| 26 | Drum and Bugle Corps (one differential per | | |
| 27 | Activity listed above per school) | \$ 612.00 | \$ 673.00 |
| 28 | School Safety Patrol | \$ 734.00 | \$ 808.00 |
| 29 | Science Research Specialist Teacher | \$2,008.00 | \$2,208.00 |
| 30 | SECME or Math Counts | \$ 416.00 | \$ 458.00 |
| 31 | Special Programs (Elementary School approved | | |
| 32 | Programs only – five per school) | \$ 416.00 | \$ 458.00 |
| 33 | Student Government (Senior High) | \$ 857.00 | \$ 942.00 |
| 34 | Student Government (Middle School) | \$ 734.00 | \$ 808.00 |
| 35 | Team Leader (Middle School) | \$ 808.00 | \$ 888.00 |
| 36 | Unique Program Area (funded by internal accounts) | \$ 734.00 | \$ 808.00 |
| 37 | ** Vocational Program (approved programs) | \$ 367.00 | \$ 404.00 |
| 38 | Yearbook (Senior High) | \$1,151.00 | \$1,266.00 |
| 39 | Yearbook (Middle School) | \$ 930.00 | \$1,023.00 |
| 40 | | | |
| 41 | Extra Duty – Transportation \$8.00 per ride | | |
| 42 | *To be paid to persons on the Instructional Salary Schedule Only. | | |
| 43 | | | |

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

4
 5 Foreign Language – district or higher level competition \$130.00 per competition

6
 7 Extra assignments beyond the normal teacher work week within the school year
 8 (except for inservice preparation or teaching) pertaining to workshops, task force
 9 development or curriculum and/or instructional materials, and other such
 10 assignments which have district-wide or area-wide application \$17.00 per hour

11 Inservice preparation and teaching (maximum of five hours
 12 Per day) \$ 22.50 per hour

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

14
 15 Experiential

16 Lane

17 ATHLETICS 2008-12 (6+years)

18 Athletic Business Manager (Senior High/9th Grade) \$2,177.00 \$2,721.00

19 Athletic Director – Assistant (Senior High with
 20 enrollment exceeding 1200 students offering
 21 full athletic program – differential paid at
 22 the end of the year) \$1,021.00 \$1,276.00

23 Athletic Director (9th grade through 12th grade) \$4,762.00 \$5,953.00

24 Athletic Director (Middle School) \$1,021.00 \$1,276.00

25 Athletic Director (7th and 8th Grade) \$1,021.00 \$1,276.00

26 Athletic Trainer – All Sports (1st semester) full time \$5,000.00 \$ N/A

27 Athletic Trainer – All Sports (2nd semester) full time \$5,000.00 \$ N/A

28 Athletic Trainer – All Sports (1st semester) part time \$2,500.00 \$ N/A

29 Athletic Trainer – All Sports (2nd semester) part time \$2,500.00 \$ N/A

30 Baseball – Head \$2,653.00 \$3,316.00

31 Baseball – Assistant \$1,429.00 \$1,786.00

32 Baseball – Head JV \$1,429.00 \$1,786.00

33 Basketball – Head \$2,653.00 \$3,316.00

34 Basketball – Asst. Varsity \$1,429.00 \$1,786.00

35 Basketball (Middle School) \$1,361.00 \$1,701.00

36 Basketball (9th Grade) \$1,361.00 \$1,701.00

37 Cheerleader Sponsor – JV – Fall \$1,088.00 \$1,361.00

38 Cheerleader Sponsor – JV – Winter \$1,088.00 \$1,361.00

39 Cheerleader Sponsor – 9th Grade – Fall \$1,021.00 \$1,276.00

40 Cheerleader Sponsor – 9th Grade – Winter \$1,021.00 \$1,276.00

41 Cheerleader Sponsor (Middle School) (7th and 8th
 42 Grade) - Winter \$1,021.00 \$1,276.00

43 Cheerleader Sponsor – Fall \$1,190.00 \$1,488.00

44 Cheerleader Sponsor – Winter \$1,190.00 \$1,488.00

| | | | |
|----|--|------------|------------|
| 1 | Crew | \$1,021.00 | \$1,276.00 |
| 2 | Cross Country | \$1,429.00 | \$1,786.00 |
| 3 | Football – Head | \$3,402.00 | \$4,252.00 |
| 4 | Football – Head 9 th Grade | \$1,701.00 | \$2,127.00 |
| 5 | Football – Head JV | \$2,177.00 | \$2,721.00 |
| 6 | Football – Assistant JV | \$2,007.00 | \$2,509.00 |
| 7 | Football – Assistant | | |
| 8 | (three positions at each school) | \$2,177.00 | \$2,721.00 |
| 9 | Football - 9 th grade Assistant (second position | | |
| 10 | available with more than 35 participants) | \$1,190.00 | \$1,488.00 |
| 11 | Golf | \$1,429.00 | \$1,786.00 |
| 12 | Intramural Director (9 th to 12 th Grades) | \$1,021.00 | \$1,276.00 |
| 13 | Intramural Director (Middle School) (7 th and 8 th | \$1,021.00 | \$1,276.00 |
| 14 | Grades) | | |
| 15 | *Intramurals – Grades 9 through 12 | | |
| 16 | **Intramurals – Grades 7 and 8 and Middle School | | |
| 17 | Pool Manager | \$1,429.00 | \$1,786.00 |
| 18 | Soccer – Head | \$2,653.00 | \$3,316.00 |
| 19 | Soccer – Assistant | \$1,429.00 | \$1,786.00 |
| 20 | Soccer – JV | \$1,429.00 | \$1,786.00 |
| 21 | Softball – Head | \$2,653.00 | \$3,316.00 |
| 22 | Softball – Head JV | \$1,401.00 | \$1,751.00 |
| 23 | Softball – Assistant | \$1,429.00 | \$1,786.00 |
| 24 | Special Olympics | \$1,429.00 | \$1,786.00 |
| 25 | Swimming - Head | \$2,653.00 | \$3,316.00 |
| 26 | Swimming - Assistant (two positions at each school) | \$1,429.00 | \$1,786.00 |
| 27 | Tennis | \$1,429.00 | \$1,786.00 |
| 28 | Track – Head | \$2,653.00 | \$3,316.00 |
| 29 | Track – Assistant | \$1,429.00 | \$1,786.00 |
| 30 | Track (Middle School) (7 th and 8 th Grade) | \$1,021.00 | \$1,276.00 |
| 31 | Volleyball – Head | \$2,653.00 | \$3,316.00 |
| 32 | Volleyball – JV | \$1,429.00 | \$1,786.00 |
| 33 | Volleyball (9 th Grade) | \$1,361.00 | \$1,701.00 |
| 34 | Wrestling – Head | \$2,653.00 | \$3,316.00 |
| 35 | Wrestling – JV | \$1,429.00 | \$1,786.00 |

36
37 A school may submit a plan for programs provided they present student activities
38 approved by the Superintendent, with differentials said from Internal Accounts
39 not to exceed the amount shown. \$ 734.00

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

42

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

4
5 **Eliminate lanes for Intramural Instructor. Allocation to be disbursed in
6 increments determined by the Intramural Director. Total allocation for grades 7
7 and 8 and Middle School is \$3,500.00.

8
9 Additional Competition Levels:

10
11 Coaches/sponsors of teams and other groups representing a high school in
12 events sponsored by the Florida High Schools Athletic Association, and who, at
13 the conclusion of the normal schedule of activities proceeds to additional levels
14 of competition (playoffs, etc.) shall receive compensation for the additional time
15 spent in such expanded activities. This additional compensation shall also apply
16 to groups that are directly involved in supporting the primary competitive team
17 such as the Cheerleader Sponsors and Band Directors.

18
19 Additional Compensation Schedule:

20

| | | |
|----|-------------------------|-----------|
| 21 | Head Football | \$ 130.00 |
| 22 | Assistant Football | \$ 89.00 |
| 23 | Head Basketball | \$ 130.00 |
| 24 | Head Baseball | \$ 130.00 |
| 25 | Volleyball | \$ 130.00 |
| 26 | Softball | \$ 130.00 |
| 27 | Band Director | \$ 104.00 |
| 28 | Assistant Band Director | \$ 52.00 |

29

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

32 \$ 78.00 per game/event

33
34 I. A "Difficult School Assignment" differentiated pay to be paid to all
35 teachers at the Area Alternative Learning Centers. The amount of the
36 differential shall be \$1,000.00.

37
38 J. Differentiated pay to teachers at schools designated by the State as a "F"
39 school.

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

43 a. Pre-K-6 Teachers

44

ARTICLE XXII - MISCELLANEOUS

- 1
- 2
- 3 A. The parties agree to negotiate in good faith.
- 4
- 5 B. Time and place for the purpose of negotiating shall be set by mutual
- 6 agreement of the parties.
- 7
- 8 C. Neither party in any negotiations shall have any control over the selection
- 9 of the bargaining representatives of the other party provided that the
- 10 Union shall not select any employee of the Board who is not a teacher and
- 11 the Board shall not select any teacher. The parties mutually pledge that
- 12 their representatives will be clothed with all the necessary power to make
- 13 proposals, counter proposals, and to reach tentative agreement on items
- 14 being negotiated.
- 15
- 16 D. If any contract between the Board and an individual teacher contains any
- 17 language inconsistent with this Agreement, this Agreement shall be
- 18 controlling. Further, individual teacher contracts shall conform to this
- 19 Agreement to the extent permitted by law and regulation.
- 20
- 21 E. All personnel policies hereinafter adopted by the Board shall be made
- 22 known to teachers within thirty (30) days of their adoption.
- 23
- 24 F. All teachers who participate in the production of tapes, publications, or
- 25 other produced educational material shall retain residual rights should
- 26 they be copyrighted and sold by the district for a profit, provided nothing
- 27 herein shall preclude any agreement between the Board and the
- 28 teacher(s) regarding such rights.
- 29
- 30 G. This Agreement constitutes the full and complete agreement between the
- 31 Board and the Union. This Agreement may be altered or modified only
- 32 upon the voluntary mutual consent of the parties in writing and fully
- 33 executed as an amendment to this Agreement. For the life of this
- 34 Agreement, each party voluntarily waives the right to negotiate over any
- 35 matter during the term of this Agreement except as otherwise specifically
- 36 required by the preceding section of this Article.
- 37
- 38 H. The Union acknowledges those provisions of the Florida Statutes
- 39 prohibiting work stoppages and providing penalties therefore, and agrees
- 40 to adhere thereto.
- 41
- 42
- 43
- 44

1 ARTICLE XXIII – MATTERS PREVIOUSLY NOT COVERED

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

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

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

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

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

28
29 If to the Board: 2700 Judge Fran Jamieson Way
30 Viera, FL 32940-6601
31 321/633-1000, extension 265

32
33 ARTICLE XXIV - RIGHTS OF THE BOARD

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

40
41 ARTICLE XXV - DURATION OF AGREEMENT

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

1 B. This Agreement shall be effective until midnight the day immediately
2 preceding the first day of the beginning of the 2011-2012 2012-2013 and
3 2013-2014 teacher work year.
4

5 C. Negotiations for a subsequent Agreement shall commence no later than
6 May 15, 2012 2013 except as otherwise mutually agreed to by the parties.
7 If any additional funds should become available for salary adjustments
8 due to any legislative action the parties shall immediately return to the
9 table to negotiate all monetary issues.
10

11 ARTICLE XXVI
12 SUMMER EMPLOYMENT
13

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

31 B. A teacher who is assigned to teach in the adult education program shall
32 not be entitled to any rights conferred by this Agreement. A teacher who
33 is assigned to teach in the summer school program shall not be entitled to
34 any rights conferred by this Agreement except as provided herein.
35
36
37
38
39
40
41
42

43 (INTENTIONALLY LEFT BLANK)
44

APPENDIX

Employee Hospitalization/Medical Plan

In addition to the employee benefits otherwise contained in the Collective Bargaining Agreement between the parties, the following employee benefits and other pertinent information shall become effective upon ratification by the employees and the School Board. Upon ratification these benefit plan rates are effective for the period of January July 1, 2012 to December 31, 2012; January 1, 2013 to December 31, 2013 and January 1, 2014 to December 31, 2014.

The Brevard Public Schools Health Plan for 2012

The following rates are based upon a monthly calculation:

The following rates are based upon a monthly calculation:

| Type | Premium Amount | Board Contribution | Employee Contribution | | |
|-------------------|----------------|--|------------------------------------|----------|--|
| Employee | | \$ 575.90 <u>595.90</u> | \$ 524.23 <u>544.23</u> | \$ 51.67 | |
| Employee /Spouse | | \$ 913.10 <u>933.10</u> | \$ 524.23 <u>544.23</u> | \$388.87 | |
| Employee/Children | | \$ 747.50 <u>767.50</u> | \$ 524.23 <u>544.23</u> | \$223.27 | |
| Employee/Family | | \$ 1,030.70 <u>1,050.70</u> | \$ 524.23 <u>544.23</u> | \$506.47 | |

Surcharge of \$250.00 for Spouse with insurance elsewhere.

The Brevard Public Schools Health Plan for 2013

The following rates are based upon a monthly calculation:

| Type | Premium Amount | Board Contribution | Employee Contribution |
|-------------------|----------------|--------------------|-----------------------|
| Employee | \$ 595.90 | \$ 544.23 | \$ 51.67 |
| Employee /Spouse | \$ 933.10 | \$ 544.23 | \$388.87 |
| Employee/Children | \$ 767.50 | \$ 544.23 | \$223.27 |
| Employee/Family | \$1,050.70 | \$ 544.23 | \$506.47 |

Surcharge of \$250.00 for Spouse with insurance elsewhere.

1 The Brevard Public Schools Health Plan for 2014

2 The following rates are based upon a monthly calculation:

3

| 4 Type | Premium | Board | Employee |
|---------------------|--|--------------|------------------------------------|
| 5 Amount | Contribution | Contribution | Contribution |
| 6 Employee | \$ 595.90 <u>615.90</u> | \$ 544.23 | \$ 51.67 <u>71.67</u> |
| 7 Employee /Spouse | \$ 933.10 <u>953.10</u> | \$ 544.23 | \$ 388.87 <u>408.87</u> |
| 8 Employee/Children | \$ 767.50 <u>787.50</u> | \$ 544.23 | \$ 223.27 <u>243.27</u> |
| 9 Employee/Family | \$ 1,050.70 <u>1,070.70</u> | \$ 544.23 | \$ 506.47 <u>526.47</u> |

10
11 Surcharge of \$250.00 for Spouse with insurance elsewhere.

12
13 Prescription Drug Plan

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

15
16 Prescription drugs, limited to a thirty (30) day supply are paid at 100% at participating
17 pharmacies, after a \$15.00 co-payment for generic; \$40.00 co-payment for preferred
18 brand-name drugs; and \$70.00 co-payment for non-preferred brand name drugs. The
19 above co-payments will be applied to each prescription and each refill.

20 Retail and Mail order service for long-term maintenance prescription drugs is available,
21 limited to a 90-day supply. For Mail 90, there is a \$30.00 co-payment for generic drugs,
22 \$80.00 co-payment for preferred brand-name drugs, and \$140.00 co-payment for non-
23 preferred brand-name drugs. For Retail 90, co-payments are \$45.00 for generic drugs,
24 \$120.00 co-payment for preferred brand-name drugs, and \$210.00 co-payment for non-
25 preferred drugs.

26
27 Mental Health Plan

28 The Mental Health Plan services are provided by Corporate Care Works (CCW).
29 This plan is available through Brevard Public Health Plan.

30
31 Continuation of Benefits

32 In the event a teacher's contract is not renewed at the end of the regular school
33 year such teacher may elect to continue medical, dental, and vision benefits
34 under the COBRA provisions and life insurance, should such teacher
35 subsequently be re employed at the beginning of the following school year, the
36 Board will reimburse the teacher for the amount the Board would have paid for
37 medical and vision insurance benefits and life insurance had the teacher's
38 contract been renewed. In the event a teacher's employment is terminated with
39 the Board, the District shall calculate the coverage such teacher is due based on
40 his/her premium contributions and appropriate insurance coverage shall be
41 provided by the Board.

42
43 *Should there be a discrepancy between this Appendix and the*
44 *Summary Plan Description (SPD), the provisions of the SPD prevail.*

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~~ 23rd day of January, 2013 to be effective as stated herein.
4
5

6 THE SCHOOL BOARD OF BREVARD COUNTY
7

8
9 By: _____
10 Chairperson
11

12
13 Attest: _____
14 Superintendent of Schools
15

16
17 Attest: _____
18 Chief Negotiator
19
20
21

22
23 THE BREVARD FEDERATION OF TEACHERS, Local 2098,
24 Florida Education Association, AFL-CIO, Inc., American Federation of
25 Teachers, National Education Association
26

27
28 By: _____
29 President
30

31 Attest: _____
32 Vice President/Chief Negotiator
33
34
35
36
37
38
39
40
41
42
43
44

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- Jim Hickey
- Debra P. Pace
- Barry Pichard
- Judy Preston
- Susan G. Standley
- Rhonda R. Stewart
- Karen Strickland
- Kenneth Winn

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