

AGREEMENT

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

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

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19 **ARTICLE II - DEFINITIONS**

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

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

- 1 R. The term **SCHOOL YEAR** shall mean the period of time beginning with the
2 first workday for teachers and ending with their last workday, inclusive, as
3 prescribed by the calendar as adopted by the Board.
4
- 5 S. The term **SHORT-TERM TEACHER** shall mean a teacher who is appointed
6 to work by the School Board to work in replacement for a regular contract
7 teacher for more than twenty (20) days but less than 99 days in any given
8 school year.
9
- 10 T. The term **STUDENT DAY** shall mean the hours of the day when the
11 majority of students are required to attend their assigned schools.
12
- 13 U. The term **SUPERINTENDENT** shall refer to the Superintendent of Schools
14 of the School Board of Brevard County or his/her designee.
15
- 16 V. The term **UNION REPRESENTATIVE** shall mean any person so designated
17 by the Union president.
18

19 **ARTICLE III - FAIR PRACTICES**

- 20
- 21 A. The Board hereby agrees that every teacher shall have the right to organize,
22 join, and support the Union. The Board agrees that it shall not directly or
23 indirectly discourage, deprive, or coerce any teacher in the enjoyment of any
24 rights conferred by this Agreement. The Board agrees that it will not
25 discriminate against any teacher with respect to wages, hours, or any terms
26 or conditions of employment by reason of membership in the Union,
27 participation in any activities of the Union, negotiations with the Board, or
28 institution of any grievance, complaint, or proceeding under this Agreement.
29
- 30 B. The Board agrees that employment application forms and oral interview
31 procedures for teachers shall continue to omit any required reference to the
32 applicant's membership in any employee organization which seeks collective
33 bargaining status.
34
- 35 C. The Board agrees not to require any teacher to complete an oath of loyalty
36 unless otherwise required by law.
37

38 **ARTICLE IV - GRIEVANCE PROCEDURE**

39 **Section A - Definitions**

- 40
- 41 1. A grievance is an allegation by a teacher that there has been a
42 violation, misinterpretation, or misapplication of any of the specific
43 provisions of this Agreement. Except by mutual agreement between the
44 Board and the Union to the contrary, the filing of a grievance up to and

1 including Step III shall be limited to one (1) specific provision of the
2 Agreement per filing.

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

14

15 **Section B - Procedures**

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

34

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

42

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

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

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

18
19 **Step IV (Formal)**

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

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

Section C - General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

12
13 **Section C - Bulletin Boards**

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

36
37 **Section D - Union Meetings**

38 The Union shall have the right to use school buildings for meetings with
39 members of the bargaining unit, provided notice of such meetings shall be
40 submitted to the principal no less than two (2) workdays prior to the date of the
41 requested meeting. The use of such building shall be without charge except for
42 additional costs, which may be incurred in connection therewith. Such additional
43 costs shall be stated on the approved building use permit. This paragraph shall
44 not be applicable to any use by the Union for fund raising or any meeting or

1 activity involving more than twenty (20) persons where less than ninety percent
2 (90%) of those in attendance are employees of the Board. The Union shall be
3 responsible for any damage, which may be incurred in connection with such
4 usage. The use of such facilities hereunder shall also be contingent upon such
5 causing no interference with the instructional matters of the school district.

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

15
16 **Section E - Distribution of Literature**

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

30 **Section F - Superintendent - Union Conferences**

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

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

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

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

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

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

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

41 If the Board shall determine to appoint a district-wide committee, which shall
42 include more than five (5) teachers thereon who shall not be entitled to
43 additional financial compensation excluding mileage for such committee
44 participation and which shall be charged to review and/or report on curricular

1 matter(s) directly affecting the working conditions of teachers, the Union
2 President shall be invited to submit to the superintendent the name of at least
3 one (1) teacher who shall be named to the committee. In the instance of a
4 committee to deal with curriculum matters as described above, the names of the
5 anticipated appointees shall be submitted in writing to the Union president or
6 his/her designee who may select one teacher from such list as a Union
7 representative. Such selection by the Union President shall be within seven (7)
8 calendar days of his/her receipt of such list. If the Union President wishes to
9 select a teacher who is not on the anticipated committee list, he/she may do so
10 and that teacher will be added to the committee as the Union representative.
11 Such Union selected teacher shall meet the district requirements for committee
12 participation prior to such appointment as the Union representative.

13 **Section J - Teacher Directory**

14 Upon the written request of the Union President or designee, the Board shall
15 provide four (4) times each year, without cost a listing of teachers by school
16 which shall include their full names, full home mailing addresses, and their major
17 grade or subject assignment.
18

19 **Section K - Union Dues Deduction**

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

- 22 1. The teacher submits a written dues deduction authorization, which is
23 received in the Board finance office no later than the first day of the
24 month in which deductions are to begin.
25
- 26 2. Such authorization is submitted on a form that is mutually acceptable to
27 the Board and the Union and supplied by the Union at no cost to the
28 Board.
29
- 30 3. The Union shall certify in writing to the Board the amount to be
31 deducted from each check for each payroll period provided that such
32 dues shall not be changed more than one (1) time during the fiscal
33 year. Notice of such change shall be received in the Board finance
34 office no later than forty-five (45) calendar days prior to the payroll
35 date on which such change is to become effective.
36
- 37 4. The authorization for deduction shall remain in effect until a written
38 revocation from the teacher is received by the Board and the Union at
39 least thirty (30) calendar days in advance of the payroll date on which
40 the deductions are to cease. Termination of employment shall
41 constitute a revocation.
42
43

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

9 **Section L - Other Deductions**

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

25 **Section M - Time on Agenda of Faculty Meetings**

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

- 29 1. The place in the meeting at which such announcements shall be given
30 shall be scheduled by the principal.
31
32 2. Sufficient time shall be allowed for announcements limited to official
33 Union business.
34
35 3. The principal shall provide a teacher with the opportunity to complete
36 Union bargaining and/or calendar surveys and/or to view presentations
37 on Educational Research and Dissemination (ER&D) programs and other
38 programs, which are endorsed by the district. Such programs must
39 have a direct application to the role of the teacher and the presenter
40 will be a person who is trained in such programs. Teacher attendance
41 at such presentations shall be voluntary unless such programs are a
42 required part of the regular faculty meeting.
43
44

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

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

- 6 1. The Union shall reimburse the Board the cost of all materials used and
7 any per-copy cost incurred by the Board.
8
- 9 2. The Union shall assume full responsibility for any damage to such
10 equipment.
11
- 12 3. The use of such equipment or materials shall not interfere with the
13 instructional nor administrative needs of the school.
14
- 15 4. The amount of such use of materials and supplies shall be promptly
16 reported to the principal in writing.
17
- 18 5. Equipment may not be removed from the site without the prior approval
19 of the principal.
20

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

22 If the Board shall conduct area-wide or district-wide meetings, gatherings,
23 and/or receptions for newly employed teachers for the purpose of providing
24 general employment information, the Union President shall be advised of such
25 meeting(s) and given the opportunity thereat to briefly welcome the teachers to
26 the district. The School Board is cordially invited to attend the Union's area-wide
27 or district-wide meetings, gatherings and receptions for newly employed teachers
28 for the purpose of providing general employment information.
29

30 **Section P - Exclusivity Rights**

31 Except as otherwise provided by law, rights granted to the Brevard Federation of
32 Teachers in Article V of this Agreement shall not be granted to any other union
33 or employee organization which is organized for the purpose of representing
34 teachers in collective bargaining.
35

36 **ARTICLE VI**
37 **GENERAL CONDITIONS OF EMPLOYMENT**
38

39 **Section A - Fair Employment Practices**

- 40 1. If the superintendent shall recommend the dismissal or non-renewal of
41 any teacher, the teacher shall be given written notice thereof with
42 reason(s) prior to final School Board action on such recommendation.
43

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

31 **Section B - Calendar**

- 32 1. The regular school year of all Type "E" employees covered by this
33 Agreement shall consist of no more than one hundred eighty (180)
34 student days and one hundred ninety-six (196) teacher days inclusive of
35 paid holidays.
36
- 37 2. Time spent at parent-teacher conferences which are scheduled on the
38 school calendar as adopted by the Board is not subject to additional
39 financial compensation. Such time spent at parent-teacher conferences
40 shall be accruable subject to the compensatory time provisions of this
41 Agreement.
42
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44

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

4 **2008-2009**

2009-2010

- | | |
|------------------------|-------------------|
| 5 a. September 1, 2008 | September 7, 2009 |
| 6 b. November 27, 2008 | November 26, 2009 |
| 7 c. November 2, 2008 | November 27, 2009 |
| 8 d. January 1, 2009 | January 1, 2010 |
| 9 e. January 19, 2009 | January 18, 2010 |
| 10 f. April 10, 2009 | April 2, 2010 |

- 11
- 12 4. It is the intent that the three (3) shortened student days at the end of
13 each semester be utilized for those activities required to complete the
14 student evaluation process. The teacher workday between semesters
15 shall be for the purpose of uninterrupted teacher planning and
16 preparation.
17
- 18 5. Except for reporting at the end of the first semester and the end of the
19 last semester, provided that grades are not due before the end of the
20 workday, teachers who submit grades to Educational Technology
21 Services shall have no less than two (2) workdays after the end of the
22 grading period to prepare grades before turning in such grades to the
23 administration and/or school office.
24
- 25 6. During the 2007-2008 School Year, the Board and Union will form a
26 committee of equal representation that will study the impact of
27 electronic grading and posting on teacher working conditions. The
28 results will be disseminated to the Board and Union.
29
- 30 7. Elementary schools may develop through the School Advisory
31 Committee, for submission through the district waiver process, a plan
32 for an amount of time during the teacher workweek where teachers and
33 parents may confer and teachers may plan together or individually. The
34 waiver process and form will be made available to the chairperson of
35 the School Advisory Committee and the Union office.
36

37 **Section C - School Day**

- 38 1. A teacher shall be entitled to a daily duty-free lunch period of no less
39 than thirty (30) minutes inclusive of the time to escort students to the
40 cafeteria, provided teachers assigned to self-contained exceptional
41 education classes shall be entitled to such duty-free lunch when
42 feasible. The forty (40) hour workweek shall be inclusive of the daily
43 lunch period. It is not the intent of the Board herein to preclude
44 reasonable duty-free lunch time not provided herein, where such may

1 be reasonably provided nor to preclude a principal from implementing
2 an alternative method of providing such duty-free lunch to a teacher for
3 whom duty-free lunch is not provided herein. All schedules for
4 teachers' lunch shall reflect the thirty (30) minutes provided for duty-
5 free lunch and may include the statement that the thirty (30) minutes
6 will include time to escort students to the cafeteria.
7

8 a. The principal is encouraged to consider the availability of all
9 nonbargaining unit personnel when assigning supervisory lunch
10 room duties.
11

12 b. Teachers of resource exceptional education classes shall not be
13 required to serve lunchroom supervision longer than a time equal
14 to the length of time allotted for individual students' lunch periods.
15

16 c. If a principal decides to close the school library in order for the
17 Media Specialist to serve lunchroom supervision, the principal is
18 encouraged to seek alternative procedures which will allow the
19 media center to remain open during such lunch serving time.
20

21 2. Except as provided herein, teachers who are assigned to teach in
22 elementary schools, middle schools, junior high schools, or high schools
23 shall be scheduled for a period of uninterrupted preparation time.
24

25 a. The use of such preparation time shall normally be for the purpose
26 of teacher preparation, student staffing, individual parent
27 conferences, department meetings, evaluation conferences, and
28 the like. It is not the intent of the parties for planning time to be
29 used for those purposes, which could be better accomplished by
30 utilizing a school-wide faculty meeting.
31

32 b. In the event a principal assigns a teacher to the class or classes of
33 an absent teacher and/or the teacher loses his/her preparation
34 time as a result of an assignment, compensatory time equal to the
35 amount of lost preparation time shall be made available to the
36 affected teacher for such preparation time.
37

38 c. The length of preparation time for teachers in middle schools,
39 junior high schools, and high schools shall normally be equal to the
40 length of the students' class period on the day preparation time is
41 granted. Except for schools with block scheduling, preparation time
42 for part-time teachers shall be scheduled pro rata.
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- 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.
 - h. It is not the intent of the Board herein to preclude reasonable preparation time for teachers not covered herein, where such preparation time may reasonably be provided.
 - i. A teacher who is not assigned to the extended day program as provided herein and is scheduled for more than one (1) daily non-teaching period may be assigned to perform other duties as

1 required during no more than two (2) of such additional daily non-
2 teaching periods per teacher workweek.

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

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

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

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

18
19 b. Adjustments to the workweek shall be allowed only when the
20 length of the work assignment(s) does not cumulatively exceed
21 thirty (30) minutes in a normal workweek.

22
23 c. Assignments beyond the thirty (30) minutes in such workweek are
24 subject to the compensatory time provisions of this Agreement.

25
26 5. In the event a teacher is assigned to work beyond the normal forty (40)
27 hour workweek, then compensatory time shall be accrued by the
28 teacher. The rules for accrual of compensatory time shall be as follows:

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

40
41 b. In the event a principal assigns a teacher to perform duties which
42 require him/her to return to school for evening functions (e.g. open
43 houses, individual parent conferences, other such functions), time
44 spent at such assignments shall be accruable to compensatory

1 time. This does not preclude a teacher from applying for
2 compensatory time accrual for other duties beyond the forty (40)
3 hour workweek.

4
5 c. Requests to accrue compensatory time shall be submitted within
6 seven (7) workdays of the event and the principal shall act on the
7 request within four (4) workdays of submission by returning the
8 signed form. In the event the principal does not act on any
9 request for accrual of compensatory time within the specified time
10 frame the request shall be considered approved.

11
12 d. On the two board-adopted calendar parent conference nights,
13 teachers shall be released as soon as the student day has ended
14 and student supervisory duties have been completed.

15
16 e. In the event a teacher transfers during the school year from one
17 school to another, any unused compensatory time shall transfer
18 with the teacher subject to the following condition: Written
19 verification of accrued compensatory time shall be provided from
20 the sending principal to the receiving principal at the time of the
21 transfer.

22
23 f. Compensatory time shall only be accrued during the school year in
24 which it is earned.

25
26 6. The rules governing the utilization of compensatory time shall be as
27 follows:

28
29 a. Except as otherwise provided herein, compensatory time shall only
30 be utilized during the school year in which it is earned. Teachers shall
31 be given the opportunity to utilize their compensatory time, as provided
32 herein, and compensatory time shall not be carried forward from one
33 school year to another except as provided.

34
35 b. Teachers shall submit a written request to the principal for utilization.
36 The written request must be received by the principal no earlier than
37 forty (40) calendar days prior to and no later than two (2) school days
38 prior to the date compensatory time, if approved, is to be utilized.

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

1 sick leave taken on an inservice day or post-planning day shall be
2 deducted from the accrued sick leave balance of the teacher.

- 3
- 4 j. In the event a teacher chooses to utilize compensatory time in lieu of
5 sick/personal leave as provided herein, such teacher shall be given a
6 verification of such time being so charged to his/her compensatory time
7 balance.
- 8
- 9 7. As used herein, the normal teacher workweek shall not include time
10 devoted to performance of duties for which compensation is received
11 pursuant to The Schedule of Differentiated Pay for Extracurricular and
12 Differentiated Pay Compensation. If such assignment is not included in
13 the Schedule of Differentiated Pay, the amount paid for such
14 assignment shall be as determined by the Board.
- 15
- 16 8. Reimbursement of mileage for teachers required to travel to another
17 school(s) during the normal workday is as follows: After reporting for
18 duty at a school, if the teacher is required during the normal workday to
19 travel to another school(s), the teacher shall be reimbursed for mileage
20 between the first school and the other school(s), and between the last
21 school and return to the original school or to the teacher's home,
22 whichever shall be the lesser.
- 23
- 24 a. Employees who regularly travel among the various schools and
25 other location in the county to perform their official duties, will be
26 eligible for reimbursement beginning with the first stop of the work
27 day unless the first stop is farther from their home than their
28 established work site.
- 29
- 30 b. If the first stop of the day is farther from the employee's home
31 than the established work site, the employee will be eligible for
32 mileage reimbursement for the difference between the work site
33 and the first stop of the day.
- 34
- 35 c. From the first stop of the day, the employee will be eligible for
36 reimbursement for mileage to other sites for official business during
37 the day.
- 38
- 39 d. The employee shall be reimbursed for mileage between the last
40 stop of the day and return to the established work site or to the
41 employee's home, whichever shall be the lesser, which could result
42 in the employee being reimbursed for returning home from work.

- 1 e. Since reimbursement for returning home is made for personal, not
2 business, miles traveled, it will result in taxable income to the
3 employee and will be reported on the employee's W-2.
4
- 5 f. The reimbursement rate shall be no less than the rate allowed by
6 law.
7
- 8 g. In the event that a teacher is required by the Board to travel within
9 the district but beyond the administrative area (North, Central,
10 South) in which he/she is normally assigned, the teacher shall be
11 entitled to mileage either to and from his/her normal worksite to
12 the out-of-area worksite, or to and from his/her home to the out-
13 of-area worksite, whichever shall be the lesser. This out-of-area
14 provision is intended to entitle a teacher to reimbursement for
15 travel to and from an assignment for which he/she received specific
16 direction by the Board to attend and which also requires a teacher
17 to travel from one administrative area to another.
18
- 19 9. Attendance of teachers at PTA or PTO meetings shall be voluntary.
20
- 21 10. The length of the normal teacher workweek shall be forty (40) hours.
22 During the ten (10) days (totaling eighty (80) hours) reflected on the
23 Board-adopted school calendar as student non-attendance days, the
24 Superintendent and/or principal shall schedule four (4) hours of teacher
25 work assignments and four (4) hours as planning time used at the
26 teacher's discretion. The September and February district in-service
27 days shall be an eight (8) hour work day for teachers. The day
28 between semesters and post-planning shall be designated as eight (8)
29 hour teacher planning days. Except in an emergency, the principal shall
30 not adjust the schedule. Unless the teacher is planning at a school
31 board facility or approved site, such four (4) hours of planning is not
32 subject to Workers' Compensation injury claims unless otherwise
33 specified under State Statute.
34
- 35 11. During the 2007-2008 School Year, the Board and Union will complete a
36 study of how all elementary non-student time is assigned, i.e., the 40
37 minutes during the student day and the 90 minutes before and after the
38 student day. The results will be disseminated to the Board and Union.
39

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

- 41 1. a. Pursuant to state law, the Board may hire degreed, non-certificated
42 personnel for positions designated "critical shortage". The Union
43 will be notified seven (7) calendar days prior to the publication of
44 the Board agenda item concerning the Board designating such

1 "critical shortage" teaching areas. The Union may provide input
2 for the Board's consideration. All other teachers must qualify for a
3 valid Florida teaching certificate.
4

5 b. The Board and the Union agree to review the classroom
6 management training of the beginning teacher in order to
7 determine what changes, if any, should be made in order to better
8 equip beginning teachers to handle student discipline. On a
9 voluntary basis, Educational Research and Dissemination programs
10 on classroom management for the beginning teachers shall be
11 made available to teachers during the afternoon of the preplanning
12 period. The voluntary nature of such ER&D programs shall not
13 prohibit the principal from providing compensatory time for such
14 attendance, provided that up to four (4) ER&D instructors shall be
15 granted compensatory time for time spent in instructing the ER&D
16 Program described above.
17

18 2. Teachers shall be assigned to a grade level and/or subject for which
19 they are qualified. If teachers are assigned to a grade level and/or
20 subject beyond the scope of their certificate they shall be reassigned as
21 promptly as circumstances permit within the scope of their certificate.
22 The foregoing shall not preclude agreement of teachers to continue to
23 teach outside the scope of their certificate while working for the
24 acquisition of proper certification.
25

26 3. After May 1, the principal shall make available, upon request of the
27 teacher, his/her anticipated teaching and room assignment for the
28 following school year. Further, after December 1, the principal shall
29 make available upon request of the teacher, his/her anticipated
30 teaching assignment for the forthcoming school semester.
31

32 4. Schedules for all classroom teachers in secondary schools shall be
33 posted in each school no later than September 28 of each school year.
34 Room assignments, planning times, and grade assignments shall be
35 similarly posted in each elementary school. Both the teacher's
36 certification(s) and recent teaching experience shall be considered when
37 determining the teacher's assignment.
38

39 5. No teacher shall be required to formally evaluate any other teacher.
40

41 6. If teachers are required to teach at more than one school, one school
42 shall be designated as his/her home base. Except as otherwise
43 provided herein, teachers who are assigned to teach in more than one
44 school and such assignment results in his/her traveling between such

1 schools during the student day, such teacher shall suffer no loss of the
2 rights conferred by this Agreement, including loss of planning time
3 and/or duty-free lunch as contained herein.
4

- 5 7. The use of time clocks for checking in and out shall be prohibited.
6
- 7 8. Teacher participation in school activities beyond the normal teacher
8 workweek shall be voluntary wherever possible. If a situation arises
9 where such assignment must be made where no volunteers are
10 available, priority consideration will be given to the teacher's prior
11 personal commitments. All assignments beyond the teacher workweek
12 will be compensated pursuant to Article XVIII of this Agreement, or if
13 such assignment is not included within Article XVIII, such amount as
14 may be determined to be appropriate by the Board.
15
- 16 9. Based on the instructional needs of the school as determined by the
17 principal, teachers are eligible for an Optional Class Differential. This
18 assignment is on a voluntary regular daily basis and is limited to the
19 circumstances listed below:
20 a. A teacher may volunteer to teach a class during his/her planning
21 period on a regular daily basis.
22
23 b. A teacher assigned to teach five periods may volunteer to teach an
24 optional seventh period.
25
26 c. Each principal shall notify all teachers from his/her faculty of the
27 availability of scheduled optional classes.
28
29 d. Teachers desiring to work an optional class period must notify the
30 principal in writing of his/her desire to participate in such
31 assignment.
32
33 e. All applicants who express a desire to teach an optional class
34 period shall be notified of the principal's decision as soon as
35 possible.
36
37 f. Among the factors to be considered in the selection of teachers for
38 such optional class assignments shall be the following:
39 1) area(s) of certification
40 2) current and prior teaching experience
41 3) differentiated pay position(s) held
42
43 g. Such teachers shall be compensated pursuant to Article XVIII,
44 Section H, Schedule of Differentiated Pay.

- 1 10. Lesson Plans are required. The format for plans shall be decided by the
2 teacher for the purpose of working with his/her students and shall
3 include sufficient information for substitutes and evaluators. Teachers
4 leaving the district or transferring to another school shall turn in their
5 lesson planbooks and/or gradebooks to the principal as part of the
6 checkout procedure. Routine submission of lesson plans shall not be
7 required except in the following instance: when the performance of the
8 teacher has been less than satisfactory. In this event, format and
9 content may be part of an assistance plan. Lesson plan restrictions shall
10 be waived for all "D" and "F" schools until they have regained at least
11 "C" status.
12
- 13 11. The parties agree that the provision for student supervision is primarily
14 the responsibility of the professional employees in order to ensure a
15 safe school environment. Supervisory duty assignments and
16 supervisory duties for teacher restroom breaks shall be reviewed by the
17 principal and a faculty committee to ensure adequate supervision and
18 equitable distribution of assignments. Faculty volunteers to the
19 committee will be sought.
20
- 21 12. The requirements and procedures for teacher attendance at Board-
22 adopted district inservice days as reflected on the Board-adopted district
23 calendar shall be as follows: Teachers shall attend inservice programs
24 held on inservice days except as provided below.
25
- 26 a. When district records show that a teacher has had, within the three
27 (3) previous years, a specific inservice experience, which is being
28 required, the teacher may attend at his/her option.
29
- 30 b. Upon a review of the inservice programs offered on a specific
31 inservice day, the teacher and his/her principal mutually agree that
32 the programs offered on that day do not contain activities which
33 would beneficially apply to the responsibilities of the teacher or the
34 teacher has renewed his/her certificate for that school year, the
35 teacher shall be allowed to remain at his/her school or at another
36 school board cost center, as assigned by the principal or request
37 compensatory time.
38
- 39 c. A teacher is granted an approved leave of absence for that day(s).
40
- 41 13. When a teacher receives a significant reassignment after the start of the
42 school year, the principal shall provide non-student time for planning
43 and preparation.
44

- 1 14. Teachers serving in differentiated pay positions at other than their
2 home school may, at the discretion of the principals involved, with
3 reasons given when denied, leave at the end of the school's student day
4 to fulfill those differential responsibilities.
5

6 **Section E - Vacancies and Promotional Vacancies**

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

1 the closing of the application period for appointment thereto. Such
2 notice shall include the criteria pertinent to the appointment. In filling
3 such positions consideration shall be given to the prior opportunity of
4 teachers to serve on such similar task forces and workshops so that
5 they may be shared equitably among qualified teachers seeking such
6 appointments.

7
8 7. Upon written request, teachers shall be granted interviews for all posted
9 vacancies for which they qualify before such vacancies are filled.

10
11 8. Training for ESOL/META endorsement shall be the District's
12 responsibility. Upon ratification of this agreement, for each person who
13 qualifies for the ESOL endorsement through the 300-hour district ESOL
14 Add-On Certification Program, the District will fund the \$56.00
15 application cost to the Department of Education. This payment is not
16 retroactive.

17
18 **Section F - Assignments and Transfers**

19 1. Voluntary Transfer from School to School

20 a. A teacher who desires a change from his/her assigned school to
21 another school in the district may request such reassignment by
22 properly submitting in writing the request to the area
23 superintendent with a copy of the request to his/her principal.

24
25 b. In the event that a teacher desires a transfer at the end of the
26 regular school year, the teacher shall submit a written request that
27 will be filed with the area superintendent, with a copy to the
28 principal, for active consideration throughout the period that school
29 is not in regular session. The teacher shall be responsible for
30 notifying the principal of an address and telephone number at
31 which the applicant can be reached during the above period.

32
33 c. Two teachers may voluntarily change positions or schools with the
34 approval of the area superintendent.

35
36 d. When approving or disapproving a request for voluntary transfer,
37 the Board agrees to include among the factors to be considered the
38 following:

39 1) Whether the teacher has been involuntarily transferred within
40 the two (2) year period of time immediately preceding the year
41 in which the voluntary transfer, if approved, would take place.

42

- 1 2) The length of time the teacher requesting voluntary transfer
2 has been assigned to his/her current teaching responsibilities
3 or his/her current school site.
4
- 5 e. In the event a teacher requests a voluntary transfer as provided
6 herein and such request is denied, the teacher shall be provided an
7 opportunity to confer with the Superintendent regarding the denial.
8 The superintendent shall give reasons for denial and upon request
9 by the teacher a Union representative shall be present.
10
- 11 f. In April of each year, schools will compile a list of anticipated
12 vacancies for the next school year. The lists will be assembled at
13 the District and then sent to all schools for posting. This will allow
14 Continuing Contract (CC) teachers and Professional Service
15 Contract (PSC) teachers the opportunity to interview for possible
16 transfer. This process will be repeated in May after all teacher
17 reappointments have gone to the Board.
18
- 19 2. Reassignments Within a School
- 20 a. A teacher shall have the right to request reassignment within the
21 same school to which he/she is assigned.
22
- 23 b. Teachers may voluntarily change positions with other teachers
24 within a school with approval of the principal.
25
- 26 3. Involuntary Transfer
- 27 In the event a decline in student enrollment necessitates the Board
28 reducing continuing contract and professional services contract
29 teachers within a school, the following procedures shall be followed:
- 30 a. The principal shall inform the faculty of the necessity to reduce
31 continuing contract and professional services contract teachers and
32 provide the faculty with the opportunity to request transfer to fill a
33 vacancy at another school.
34
- 35 b. Prior to the reappointment of any annual contract teachers, all
36 continuing contract and professional services contract teachers
37 shall be assigned to a position. Provided that in the event there is
38 no continuing contract teacher or professional services contract
39 teacher certified in a field in which there is a vacant position, an
40 annual contract teacher may be appointed to fill such position.
41
- 42 c. A listing of teacher vacancies shall be posted at each school, which
43 is reducing continuing contract or professional services contract
44 teachers.

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- d. If a teacher who volunteers to transfer to a vacancy meets the certification requirements for such vacancy, such teacher shall be given the opportunity to interview for the vacant position. Provided a request for such interview is made to the appropriate principal within a five (5) workday period immediately following the faculty notification as provided in paragraph 1 herein. The teacher must concurrently notify his/her current principal of such interview requests.
- e. The teacher shall receive notification of the interviewing principal's decision regarding such transfer request.
- f. In the event such transfer request is denied, the teacher shall have the right to meet with the superintendent and advance reasons why such voluntary transfer should be granted. A request for such meeting shall be in writing and shall be filed no later than five (5) workdays after notification of the denial of the transfer request is provided to the teacher.
- g. If the Board effectuates a reduction of continuing contract and professional services contract teachers by involuntary transfer, the following procedures shall be followed:
 - 1) If within five (5) workdays after faculty notification as provided in paragraph 1 herein, there remains the necessity to reduce continuing contract or professional services contract teachers, the Board shall give written notification to the selected teacher of the Board's intent to involuntarily transfer him/her. Within five (5) workdays of such notification, a teacher so selected shall be granted an interview in the same manner and within the same guidelines as provided to teachers who have volunteered for transfer as provided herein.
 - 2) A teacher so selected shall have the right to meet with the superintendent and advance reasons why such involuntary transfer should not occur. A request for such meeting shall be filed no later than five (5) workdays after notification of such involuntary transfer.
 - 3) A teacher whose involuntary transfer becomes effective at the beginning of the next school year shall have the option to return to the school from which he/she was involuntarily transferred provided the position from which he/she was transferred becomes vacant prior to the beginning of such next school year or the beginning of the second semester of the

1 next school year. The term "position" as used herein shall
2 mean the same or substantially the same teaching assignment
3 from which the teacher was involuntarily transferred.
4

- 5 h. In the event the Board determines to transfer a teacher for reasons
6 other than declining enrollment, the following procedures shall
7 apply:
- 8 1) Upon notification, the teacher will be given the opportunity to
9 voluntarily transfer fifteen (15) days prior to the date of the
10 transfer provided the teacher receives a complete list of
11 available positions at the beginning of the fifteen (15) day
12 window.
 - 13 2) The teacher who volunteers will be given priority over new
14 hires in the affected teacher's field of certification in those
15 schools at which the teacher has sought an interview.
16
- 17 i. In the event the teacher does not choose to volunteer, the
18 following procedures will apply:
- 19 1) The teacher shall receive written notification as soon as the
20 final decision to effectuate such transfer is made.
21
 - 22 2) The reason(s) for such transfer shall be contained in such
23 notification.
24
 - 25 3) The teacher shall be given the opportunity to meet with the
26 Superintendent for the purpose of advancing his/her reasons
27 why such transfer should not take place.
28

29 **Section G - Teacher Evaluations**

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

1 school as the teacher being evaluated, such evaluator shall be identified
2 to the teacher prior to such evaluation.

- 3
- 4 3. All formal observations shall be conducted with the knowledge of the
5 teacher.
- 6
- 7 4. Any observation which is to be utilized as part of a formal evaluation
8 shall be of no less than twenty (20) consecutive minutes in length and
9 no longer than the period of time that the particular class or activity is
10 in session, and shall be reduced to writing. Any other observations of a
11 teacher's performance which are to be utilized in the evaluation of such
12 teacher's performance shall be in writing.
- 13
- 14 5. Formal observations shall be discussed with the teacher within ten (10)
15 workdays following the observations. The purpose for such discussion
16 shall be for the evaluator and teacher to examine the teacher's
17 strengths and weaknesses and possible assistance to be given and
18 means for improvement of those strengths and weaknesses. Such
19 evaluation shall not be discussed with nor displayed in front of students
20 or parents, provided this paragraph shall not be applicable to any Board
21 meeting.
- 22
- 23 6. Teachers shall be provided with a copy of all written observation
24 records and shall be given the opportunity to submit written comments
25 regarding such records for attachment thereto, provided such
26 comments are submitted within fifteen (15) workdays of the receipt by
27 the teacher of the observation record.
- 28
- 29 7. No later than April 1 of each contract year, the final recommendation as
30 to whether a teacher eligible therefore should be advanced to
31 professional services contract will be furnished to the teacher along with
32 a copy of the final written evaluation report. In the event a principal
33 shall not recommend an annual contract teacher for reappointment, the
34 teacher shall be notified of such recommendation no later than May 1.
35 Provided, that the May 1 date may be extended upon written notice to
36 the teacher of such extension with reasons provided therein. All
37 teachers shall be furnished with a copy of their annual written
38 evaluation by April 25. At the time of the conference for the formal
39 evaluation, teachers shall receive a copy of the written evaluation. The
40 evaluator and teacher shall initial every page of the evaluation. The
41 District procedures for reappointment of annual contract teachers
42 including anticipated timetables and notification processes shall be
43 provided in writing to all non-renewed annual contract teachers prior to
44 the deadline for reappointment of such teachers.

- 1 8. A planned practice of using the intercommunications system in a school
2 for the purpose of gathering information to be used in the evaluation of
3 that teacher shall not be allowed.
4
- 5 9. For the purposes of this section, "formal observation" and "formal
6 evaluation" shall mean, respectively, the observations and procedures
7 conducted for the primary purpose of judging teacher performance.
8
- 9 10. In the event a teacher receives an overall rating of "Unsatisfactory" on
10 his/her annual formal evaluation, he/she will have been observed for no
11 less than two (2) twenty (20) minute periods as provided herein. The
12 term "overall rating of unsatisfactory" as used herein shall mean as
13 described in the adopted District Performance Appraisal Plan. Copies of
14 the district-wide Intervention Program, which has been mutually
15 developed by the Board and Union, shall be available to each teacher
16 and administrator.
17
- 18 11. In the event the Board shall desire to alter the contents of the teacher
19 evaluation instrument in use as of the effective date of this agreement,
20 prior to such alteration the Union shall be provided written notification
21 of the Board's intent to effect such alteration. The Union, upon receipt
22 of such notification shall be allowed seven (7) calendar days within
23 which to respond regarding such changes.
24
- 25 12. Whenever the principal schedules a conference with a teacher for the
26 purpose of discussing his/her formal evaluation, such teacher shall be
27 given prior notice of the purpose of such conference.
28
- 29 13. Parent and/or student complaint(s) shall be reported to the teacher
30 prior to the inclusion of such complaints in the formal evaluation of the
31 teacher. The teacher shall have the opportunity within fifteen (15)
32 workdays to resolve and/or respond to the complaint(s). The failure of a
33 teacher to respond as provided herein shall not prohibit the inclusion of
34 such material in the teacher's formal evaluation.
35
- 36 14. The quantity of discipline referrals and number of student failures shall
37 not be considered in isolation, but should be considered in conjunction
38 with other factors such as severity of discipline referral offenses, level of
39 classes, number of preparations, and grouping patterns.
40

41 **Section H - Personnel Files**

- 42 1. No complaints or evaluative material shall be placed in the files of a
43 teacher unless the teacher has had an opportunity to read the material.
44 The teacher shall acknowledge that he/she has read such material by

1 affixing his /her signature and date on the actual copy to be filed, with
2 the understanding that such signature merely signifies that he/she has
3 read the material to be filed and does not necessarily indicate
4 agreement with the content. Upon request, and at his/her expense, the
5 teacher shall receive a copy of said material at the time he/she affixes
6 his/her signature to the material.
7

- 8 2. The teacher shall have the right to submit written response to such
9 complaint or evaluative materials and such response shall be placed in
10 the personnel file of the teacher, provided such response shall be within
11 fifteen (15) workdays of the date on which the complaint or evaluative
12 material was made known to the teacher. Such response shall be
13 attached to all file copies of the complaint or evaluative material.
14
- 15 3. A teacher may place in his/her personnel file a reference to, or a
16 summary of, honors, awards, and official commendations, which relate
17 directly to the teacher's duties.
18
- 19 4. Anonymous information shall not be placed in a teacher's personnel file.
20
- 21 5. A teacher shall have the right to review his/her personnel file during
22 normal business hours and when the teacher is not otherwise assigned,
23 provided such review shall be conducted in the presence of the
24 administrator or designee in charge of such file. The teacher may be
25 accompanied by a representative for such review. A teacher shall not
26 permanently remove any item from his/her file. A teacher shall have
27 the right to reproduce any material in his/her personnel file.
28
- 29 6. Except as provided by law, a teacher's personnel file shall be open to
30 inspection only by the School Board, the superintendent, the principal,
31 the individual teacher to whom the file applies and a representative who
32 may accompany the teacher during such inspection.
33
- 34 7. This section shall not be applicable to recommendations or appraisals
35 from other employers, universities or colleges or other references.
36
- 37 8. In the event the Board is required by law to develop changes in the
38 Board's procedures regarding teacher personnel files, the Board agrees
39 to notify the Union of such changes as may be necessitated by such
40 law.
41

42 **Section I - Faculty Meetings**

- 43 1. Except as circumstances otherwise clearly require, faculty meetings at
44 each school shall be held during the regular teacher workweek.

- 1 2. Except in an emergency, notification of each faculty meeting shall be
2 given at least two (2) calendar days prior to the meeting.
3
- 4 3. In the event a scheduled faculty meeting date is changed, notification
5 of such change shall be provided as promptly as the need for such
6 change is determined by the principal.
7

8 **Section J - Class Interruptions**

9 Announcements over intercommunication systems shall be made only if
10 necessary. Regularly scheduled announcements should be adhered to during the
11 time built into the daily schedule. The parties agree that it is the intent that any
12 use of the intercommunication system shall result in a minimum of disruption to
13 the educational process.
14

15 **Section K - Parent Conferences**

16 The parties agree that periodic individual parent conferences are desirable and
17 can be beneficial to the student, the teacher, and/or the parent(s). If the
18 principal shall schedule such a conference, he/she shall discuss an appropriate
19 time for such conference with the teacher(s) involved. When the principal
20 determines a date, time and place for the conference, the teacher shall be so
21 notified. Prior to such conference the teacher(s) shall be informed of the
22 purpose(s) for the conference to the extent that it is known by the principal.
23

24 **Section L - Teacher Facilities**

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

1 6. The Board shall make available in each school typing, duplicating
2 equipment, and copy machines for use by a teacher who is regularly
3 assigned to that school. Such use shall be for the purpose of assisting
4 the teacher in preparation of instructional materials to be used in that
5 particular school or in any other school in which that teacher has
6 instructional duties.

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

10
11 8. Classrooms

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

16
17 b. The Acceptable Use Agreement for the use of the School Board of
18 Brevard County's electronic mail system shall be effective for the
19 2007-2008 school year:

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

34
35 The electronic mail system shall not be used for the distribution of
36 information which is political, slanderous, defamatory, libelous, or
37 in any way critical of SBBC, the Superintendent or any
38 administrator or other employee of the School Board. It shall not
39 be used for solicitation of non-members or for materials related to
40 internal election of BFT officers. Should BFT or its representative,
41 acting on behalf of BFT, violate the terms of the agreement, the
42 Superintendent shall have authority to suspend the right to use the
43 electronic system.

- 1 c. No persons other than school administrative/supervisory personnel
2 shall be authorized to enter a classroom for the purpose of
3 evaluating and/or observing a teacher without the consent of the
4 principal and prior notification has been given to the teacher.
5
- 6 d. Each teacher may, at his/her option, submit to the principal his/her
7 recommended guidelines for persons other than school district
8 employees to visit his/her classroom. If approved by the principal,
9 the teacher's plan shall be implemented.
- 10 1) The teacher shall have a 48-hour notice prior to the scheduled
11 visit.
12
- 13 2) The teacher shall have the option of waiving the 48-hour
14 notice.
15
- 16 9. Teachers shall not be required to provide textbooks, audiovisual
17 equipment or similar facilities.
18
- 19 10. When school is not in session, teachers may be given access to the
20 building by arranging such access with the principal.
21
- 22 11. In the principal's determination, as provided by law, as to which area(s)
23 at the worksite shall be designated as nonsmoking and smoking, he/she
24 shall seek the opinion of the employees at the affected schools
25 regarding such designation. The principal shall make known to his/her
26 faculty reasons regarding his/her decision.
27
- 28 12. When a teacher is assigned to teach at more than one school or in two
29 (2) or more classrooms, such teacher shall have available to him/her a
30 place to store his/her working materials. Such storage area shall be
31 secure from access from unauthorized persons, and shall include a desk
32 and locking storage. The teacher and administrator shall be responsible
33 for following reasonable and prudent measures to assist in such
34 security. A means for moving materials will be made available to
35 teachers assigned to teach in two (2) or more classrooms. The Board
36 shall make every reasonable effort to ensure that such teacher is able
37 to teach in the same room each day.
38
- 39 13. Except as the needs of the students clearly require, no teacher shall be
40 required to rove more than two (2) consecutive years in any four (4)
41 year period. The principal shall seek and utilize volunteers prior to
42 designating a teacher to rove. The term "rove" shall be construed to
43 mean an assignment when a teacher is scheduled to teach in more than
44 two (2) locations within the school.

- 1 14. When the principal becomes aware of the necessity to vacate a
2 classroom for renovation or maintenance, the principal shall notify the
3 affected teacher as soon as such situation becomes known to the
4 principal.
5

6 **Section M - Miscellaneous**

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

1 supervising the students assigned to the absent teacher shall be rotated
2 as equitably as possible among the remaining teachers.

3
4 7. No vacancy shall be filled by a person or persons for more than thirty
5 (30) teacher employment days except in an emergency situation unless
6 they hold a valid Florida teaching certificate.

7
8 8. In the scheduling of inservice for exceptional education teachers, the
9 Board agrees to make every reasonable effort to provide such inservice
10 at a time when all appropriate exceptional education teachers can be
11 made available for such inservice.

12
13 **Section N - Year-Round Schools (Modified Calendar)**

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

19
20 **ARTICLE VII**
21 **TEACHER PROTECTION**

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

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

1 return and recall. If a serious situation exists, the teacher may return the
2 student to the principal.

3
4 Before the student is returned to class, serious consideration should be
5 given to the effect such return would have on the learning environment for
6 the other students in the class.

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

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

21
22 D. School authorities will endeavor to achieve correction of student misbehavior
23 through counseling, interviews, and conferences.

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

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

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

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

1 days after the occurrence of the event giving rise to the application of
2 this section.

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

8
9 G. Any disciplinary action taken against a teacher based on a complaint by a
10 parent or student shall be limited to informal action unless the matter is first
11 reported to the teacher in writing. Formal disciplinary action resulting from
12 such complaint shall be limited to those matters which have been reported
13 to the teacher in writing.

14
15 H. If any teacher is sued in a civil action as a result of any action taken by the
16 teacher in the proper exercise of his/her responsibilities, the Board will
17 provide for the defense thereof.

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

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

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

41
42 L. The Board shall continue to provide liability insurance coverage for all
43 teachers no less comprehensive than that in effect on the effective date of
44 this Agreement.

1 M. A written statement by the Board governing use of corporal punishment of
2 students shall be made available to teachers. The Board agrees to indemnify
3 teachers against any civil damages and provide for the defense of any act
4 authorized by such written statement of the Board.

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

10
11 O. School Volunteers

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

14
15 2. Prior to the principal assigning a volunteer to work with a classroom
16 teacher, the teacher shall be given a reasonable amount of time during
17 which he/she may interview the volunteer and/or let his/her views be
18 known regarding the volunteer's assignment to the classroom. The
19 parties agree that the best interests of all parties are served when
20 volunteer assignments are made in an atmosphere of mutual
21 consideration.

22
23 3. If a conflict arises after placement of a volunteer in a teacher's
24 classroom, the teacher shall request, in writing, a change of volunteers.
25 If such request is denied, the principal's reasons for such a refusal shall
26 be stated in writing by the principal with copies to the teacher, the
27 volunteer, the Union president, and the area superintendent.

28
29 P. When the principal determines to change a student's placement, the
30 affected teacher(s) shall have been given notice of the change.

31
32 **ARTICLE VIII**
33 **JROTC (Type "G" Employees)**
34

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

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

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

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

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

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

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

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

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

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

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

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

- 1 2. When the schools are officially closed by the superintendent, the
- 2 workday may be rescheduled and, if so, leave days previously arranged
- 3 by a teacher will not be deducted for such day.
- 4
- 5 3. When schools are officially closed by the superintendent as a result of
- 6 an emergency, teachers shall not be required to make up day(s) which
- 7 are not scheduled for make up by students to the extent allowable by
- 8 law, regulation, or regulatory agency.
- 9
- 10 4. The Union shall be notified by the superintendent when an emergency
- 11 exists which may necessitate the closing of a school(s).
- 12
- 13 B. If reporting to work would present an immediate safety hazard to a teacher,
- 14 he/she shall be entitled to utilize appropriate accumulated leave.
- 15

ARTICLE XIII
PERSONAL/ACADEMIC FREEDOM

Section A - Personal

The personal 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.

Section B - Academic

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

ARTICLE XIV
LEAVES OF ABSENCE

Section A - Rules Governing

1. While on approved paid leave of absence, a teacher shall continue to receive the benefits of group fringe benefit plans, which are provided by the Board for teachers who are not on leave of absence. A teacher on unpaid leave of absence may, with the consent of the insurance carrier,

1 continue benefits under an insurance policy by paying all of the required
2 premiums on a timely basis as prescribed by the Board provided all the
3 conditions of such leave are met by the teacher.
4

5 2. Upon the expiration of any approved leave of absence, and if all the
6 conditions of such leave have been met by the teacher, the Board shall
7 continue to employ such teacher under the same circumstances and
8 subject to such conditions as though such teacher had not been on
9 leave. Except as otherwise provided herein, all unpaid leaves of
10 absence shall not be counted as experience, which warrants any
11 advancement on the salary schedule.
12

13 3. Except as otherwise provided herein, all leave applications other than in
14 emergency situations, shall be submitted at least ten (10) workdays in
15 advance of the date the leave, if approved, would begin. Such ten (10)
16 days advance submission requirement shall be waived in instances of
17 sick leave, which preclude such notice.
18

19 **Section B - Paid Leaves**

20 1. Sick Leave

21 a. Accrual

22 1) Each full-time teacher shall be credited with four (4) days of
23 sick leave as of the first day of employment of each contract
24 year. Thereafter, each full-time teacher shall be credited with
25 one (1) day of sick leave for each month of employment to be
26 credited by the end of each month, provided that such leave
27 shall not be used prior to the time it is earned and credited.
28 Full-time teachers shall be entitled to earn no more than one
29 (1) day of sick leave times the number of months of
30 employment during the year of employment.
31

32 2) Unused sick leave shall accumulate from year to year without
33 limit.
34

35 3) Sick leave may be transferred into the school district from
36 other public school systems in Florida without limit as to the
37 number of days of sick leave accrued except that at least one-
38 half (1/2) of this accumulated leave must be earned within this
39 school district at any given time.
40

41 4) For purposes of this section only, "full-time teacher" shall apply
42 to any teacher who is regularly employed more than one-half
43 (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:

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

1 an initial injury or a re-injury or re-aggravation of an injury for
2 which the teacher had previously been granted injury-in-the-line-of-
3 duty leave. The term "event" as used herein shall mean an
4 unforeseen, unexpected, or sudden happening, the nature of which
5 is such that the injury sustained can logically be expected to result.

6
7 4. Professional Leave

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

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

14
15 b. Professional leave with pay may be granted during preplanning and
16 post planning under the following conditions:

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

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

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

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

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

40
41 d. Teachers participating in certification through National Board for
42 Professional Teaching Standards (NBPTS) shall have two (2) leave
43 days for the purpose of portfolio completion. One (1) day shall be
44 the teacher's personal leave day, matched by one (1) professional

1 leave day granted by the district. The scheduling of the
2 professional day only shall be mutually agreed to by the principal
3 and teacher.
4

- 5 5. Jury Duty or Duty as the Result of a Subpoena
6 a. A teacher absent from duty because he/she has been required by
7 summons or subpoena to appear before a court or regulatory
8 agency shall submit leave application for such absence.
9
10 b. Such time away from duty shall not be charged against any
11 accumulated earned leave.
12
13 c. This language shall apply to summons, subpoena, or subpoenas
14 received by a teacher's dependent minor when the circumstances
15 make it necessary for the teacher to accompany his/her minor
16 dependent to the court proceedings.
17

18 **Section C - Military Leave**

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

- 1 4. Leave request and copy of the military orders shall be received by the
2 Board sixty (60) days in advance of the beginning date of the leave,
3 whenever possible. In cases of emergency deployment the sixty (60)
4 day advance notice will be waived.
5

6 **Section D - Unpaid Leaves**

7 1. Maternity Leave

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

36 2. Extended Personal Leave

- 37 a. A teacher who has fathered a child may apply for a child rearing
38 leave for a period not to exceed the balance of the school year in
39 which the child is born, and upon proper reapplication, one (1)
40 succeeding school year. Such leave shall be considered as personal
41 leave without pay.
42
43 b. A teacher who has adopted a child may apply for adoption leave for
44 a period not to exceed the balance of the school year in which such

1 adoption shall occur, and upon proper reapplication, the next
2 succeeding year. Written application for such leave shall be
3 submitted to the principal within two (2) calendar weeks after
4 approval for adoption by the recognized agency or source.
5

- 6 c. A teacher who has given birth to a child who was not on maternity
7 leave for such birth may apply for a child rearing leave for a period
8 not to exceed the balance of the school year in which the child is
9 born and, upon proper reapplication, one (1) succeeding school
10 year. Such leave shall be considered personal leave without pay.
11

12 3. Advanced Study or Education Service Leave

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

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

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

42 Authorized leave shall not be considered a break in continuity for
43 continuous service increments for continuing contract or
44 professional services contract teachers. All leave granted by the

1 Board shall expire on June 30 of each contract year unless
2 otherwise specified.

3
4 4. Public Service

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

12
13 5. Personal or Exhausted Sick Leave

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

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

27
28 **ARTICLE XV**
29 **REDUCTION IN FORCE**

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

39 1. The Board shall identify the instructional assignment(s)
40 [grade(s)/subject(s)/special area(s)], to be reduced. All annual contract
41 teachers in such assignments shall be non-renewed prior to any
42 reduction of continuing contract or professional services contract
43 teachers.
44

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

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

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

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

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

41 D. Nothing herein shall prohibit teachers who have been reduced pursuant to
42 this Article from seeking and/or accepting gainful employment elsewhere.
43

1 E. Nothing in this Article shall be construed as to prevent the Board from
2 providing staff balances to comply with mandated programs or to preclude
3 or overcome any form of illegal discrimination.
4

5 **ARTICLE XVI**
6 **WELFARE**
7

8 **Section A – Health Insurance**
9

10 Effective January 1, 2010, the Board agrees to contribute to the district flexible
11 benefits plan \$218.95 per month for teachers electing the Basic Plan option;
12 \$524.23 per month for teachers electing Health Maintenance Organization (HMO)
13 options; \$524.23 per month for teachers electing the Exclusive Provider
14 Organization (EPO) option or \$524.23 per month for teachers electing the
15 Preferred Provider Option (PPO).
16

17 The board-adopted health care insurance rates shown in the Appendix of this
18 Agreement are informational only.
19

20 In addition, the Board shall provide the following benefits:
21

22 The Union shall be invited to submit to the Board written recommendations as to
23 the content of bid specifications for the district hospitalization/medical options
24 and benefit plans as provided herein. The Union shall be provided a copy of
25 such final bid specifications prior to such being recommended to the School
26 Board for approval. For calendar year 2010, the Board will offer at least one
27 Preferred Provider Organization (PPO)-type option and one Health Maintenance
28 Organization (HMO)-type option.
29

30 **Section B - Vision Insurance**

31 A vision insurance plan in which each teacher may choose to participate as a
32 payroll deduction will be offered. Such plan shall include the option of
33 dependent coverage which each teacher may choose to take as a payroll
34 deduction.
35

36 **Section C - Dental Insurance**

37 Dental insurance option(s) which each teacher may choose to take as a payroll
38 deduction will be offered. Such plan shall include both single and dependent
39 coverage.
40

41 **Section D - Life Insurance**

42 The Board shall provide to each teacher, without cost to the teacher, group term
43 life insurance in an amount equal to the annual salary of the teacher as reflected
44 in the salary schedule of this Agreement. Such amount to be computed to the

1 nearest one thousand dollars (\$1,000). Each teacher may, at his/her own cost,
2 purchase an additional amount equal to three (3) times his/her annual salary by
3 giving written authorization for payroll deductions thereof as prescribed by the
4 Board. The amount that such insurance coverage can be increased in any one
5 insurance plan year shall be limited to one (1) times the annual salary of the
6 teacher.

7
8 **Section E - Disability Insurance**

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

12
13 **Section F - Insurance Committee**

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

20
21 **Section G - Tax Deferred Annuity Program**

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

27
28 **Section H - Retired Teachers**

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

32
33 **Section I - Benefits Eligibility**

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

1 week, and are subsequently hired to a regular, full-time position will be
2 effective following the completion of forty-five (45) calendar days of
3 employment as a regular full-time teacher.

4
5 **Section J - Extended Sick Leave Benefits**

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

14
15 **Section K - Retirement Incentive Committee**

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

25
26 **Section L - Personal Property**

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

- 31 1. The property is physically located within the physical plant at which the
32 teacher is normally assigned.
- 33
- 34 2. The teacher has received written approval from the school principal for
35 the teacher to place the property at his/her worksite.
- 36
- 37 3. The teacher has provided the principal with written documentation as to
38 the current market value of the property.
- 39
- 40 4. The teacher has taken reasonable precautionary measures to protect the
41 property against damage, theft, loss or other covered perils.
- 42
- 43 5. The maximum claim limit for each loss shall be \$300 per item.
- 44

- 1 6. The teacher shall pay the first \$50 per item as his/her deductible
2 amount.
3
4 7. Procedures, forms and information necessary for the processing of
5 claims shall be developed by the District and the Union and provided to
6 each school.
7
8 8. The approval or rejection of a claim filed under this coverage shall not
9 be subject to the grievance procedure of this Agreement.

10
11 **Section M - Child Care**

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

15
16 **Section "N" – Retroactivity of Contribution (Premium) Collections**

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

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31 **(THIS SECTION INTENTIONALLY LEFT BLANK)**
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1 **ARTICLE XVII – SALARY**

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

6
7 **2008-2009 and 2009-2010 Instructional Salary Schedule**

8

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

9
10 Teachers shall accrue annual leave which will accrue consistent with board
11 policies for all other 12-month employees.

12
13 Movement of employees on the Instructional Salary Schedule is
14 accomplished only through negotiations between the Union and the Board
15 subject to the provisions of Chapter 447, F.S. It is further understood that
16 upon expiration of the Agreement, incremental steps on the salary schedule
17 are subject to renegotiations and are not automatically payable until such
18 time as a new salary schedule has been ratified.

19
20 For Master's Degree (or Rank II equivalent pursuant to Florida Department
21 of Education Rules), add \$2,625 to the base salary.

22
23 For Specialist's Degree (or Rank IA equivalent pursuant to Florida
24 Department of Education Rules), add \$3,900 to the base salary.

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

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

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

- 19
20 B. Two (2) years of credit for purposes of placement and vertical movement on
21 the salary schedule shall be given for military service completed since
22 January 1, 1940. A year of experience shall be granted for twelve (12)
23 months of active duty service. A partial year shall be counted if the active
24 military service is within thirty (30) days of being a full year. Additional
25 credit shall not be allowed for teaching assignments while in military service.
26
27 C. Ninety-nine (99) or more days of full-time teaching, to include paid leave, in
28 any single year shall be considered as one (1) full year of experience. If a
29 full-time teacher works no less than one (1) full semester and such full
30 semester has fewer than ninety-nine (99) days, one year of experience will
31 be granted for pay purposes.
32
33 D. Adjustments to higher salary levels shall be made upon submission by the
34 teacher of appropriate academic credentials. These adjustments shall be
35 included in the first paycheck practicable following submission of the
36 appropriate credentials and shall be paid retroactive to the date earned
37 within the current fiscal year.
38
39 E. The Board shall provide terminal pay to any teacher upon the teacher's
40 retirement or to his/her estate or beneficiary if service is terminated by
41 death. However, such terminal pay shall not exceed the amount shown as
42 follows:
43

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

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

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

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

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

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

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

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

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

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

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

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

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

37 P. Pay for Performance Plan
38

39 Employee Name: _____ Employee Position: _____
40 School: _____ School Number: _____
41

42 I. PROGRAM PARTICIPATION/ELIGIBILITY REQUIREMENTS
43

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

- 3
- 4 A. Participation in the program shall be voluntary.
- 5
- 6 B. Teacher must have all "effective" ratings in each domain on his/her
7 current and previous year's evaluation with the Brevard Public Schools.
- 8 C. Teacher must have been on the school board payroll and actively
9 employed for the entire contract year as a teacher working a forty (40)
10 hour workweek.
- 11
- 12 D. A copy of the Statement of Intent for every teacher is due to Labor
13 Relations no later than September 26, 2005.
- 14
- 15 E. The written plans for Options II, III, IV and V shall be submitted to the
16 Principal or Department Head by September 30, 2005.
- 17

18 II. COMPONENTS OF THE PAY FOR PERFORMANCE PLAN

19

20 STUDENT ACHIEVEMENT DATA

21

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

24

25 TPBA – Teacher Performance-Based Accountability Committee

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

31

32 ANNUAL ASSESSMENT OF LEARNING GAINS (Teachers may apply individually or 33 as a group)

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

42

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

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

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

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

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

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

39 70 points = Eligible Candidate Total Points

40
41 **III. CALCULATION AND DISTRIBUTION OF PAY FOR**
42 **PERFORMANCE SUPPLEMENT**
43

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

9 **ARTICLE XVIII - DIFFERENTIATED PAY PLAN**

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

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

6
 7 H. Schedule of Differentiated Pay

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

	<u>2008-10</u>	<u>Experiential Lane</u> (6+years)
1		
2		
3	<u>ACADEMICS</u>	
4	Odyssey of the Mind (three per school)	\$ 318.00 \$ 350.00
5	Optional Class (not subject to indexing)	\$3,190.00 \$ N/A
6	Orchestra (Senior High)	\$2,108.00 \$2,318.00
7	Orchestra (Middle School)	\$1,212.00 \$1,333.00
8	Pre-K Diagnostician (not subject to indexing)	\$5,000.00 \$ N/A
9	Regional Science Fair Coordinator	\$1,420.00 \$1,562.00
10	Resource Teacher – Full (N/A to Adult Ed)	\$5,000.00 \$ N/A
11	(Not subject to indexing)	
12	Resource Teacher – Half (N/A to Adult Ed)	\$2,500.00 \$ N/A
13	(Not subject to indexing)	
14	Robotics (Middle/High School)	\$ 700.00 \$ N/A
15	ROTC (Masters) (not subject to indexing)	\$2,485.00 \$ N/A
16	ROTC Drill Team, Color Guard, Rifle Team,	
17	Drum and Bugle Corps (one differential per	
18	Activity listed above per school)	\$ 612.00 \$ 673.00
19	School Safety Patrol	\$ 734.00 \$ 808.00
20	Science Research Specialist Teacher	\$2,008.00 \$2,208.00
21	SECME	\$ 416.00 \$ 458.00
22	Special Programs (Elementary School approved	
23	Programs only – five per school)	\$ 416.00 \$ 458.00
24	Student Government (Senior High)	\$ 857.00 \$ 942.00
25	Student Government (Middle School)	\$ 734.00 \$ 808.00
26	Team Leader (Middle School)	\$ 808.00 \$ 888.00
27	Unique Program Area (funded by internal accounts)	\$ 734.00 \$ 808.00
28	** Vocational Program (approved programs)	\$ 367.00 \$ 404.00
29	Yearbook (Senior High)	\$1,151.00 \$1,266.00
30	Yearbook (Middle School)	\$ 930.00 \$1,023.00
31		
32	Extra Duty – Transportation \$8.00 per ride	
33	*To be paid to persons on the Instructional Salary Schedule Only.	
34		
35	**In Vocational Clubs with more than one sponsor in the same club, each	
36	sponsor will receive an amount equal to one-half of the designated differential	
37	rounded up to the next \$5.00.	
38		
39	Foreign Language – district or higher level competition \$130.00 per competition	
40		
41	Extra assignments beyond the normal teacher work week within the school year	
42	(except for inservice preparation or teaching) pertaining to workshops, task force	
43	development or curriculum and/or instructional materials, and other such	
44	assignments which have districtwide or areawide application \$17.00 per hour	

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

1 Additional Competition Levels:

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

10
11 Additional Compensation Schedule:

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

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

24
25 \$ 78.00 per game/event

- 26
- 27 I. A "Difficult School Assignment" differentiated pay to be paid to all
28 teachers at the Area Alternative Learning Centers. The amount of the
29 differential shall be \$1,000.00.
30
 - 31 J. Differentiated pay to teachers at schools designated by the State as a "F"
32 school.
 - 33 1. The amount of the differential for all teachers who provide direct
34 academic instruction shall be \$1,200.00. These teachers may
35 include:
 - 36 a. Pre-K-6 Teachers
 - 37
 - 38 b. Title I teachers who regularly provide direct academic
39 instruction.
 - 40
 - 41 c. Special reading, writing or math teachers who regularly
42 provide direct academic instruction.
 - 43

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

10 **ARTICLE XIX - NONDISCRIMINATION**

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

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

22 **ARTICLE XX - AVAILABILITY OF AGREEMENT**

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

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

37
38 If any provision of this Agreement is or shall at any time be determined contrary
39 to law by a court of competent jurisdiction, then such provision shall not be
40 applicable or performed, or enforced except to the extent permitted by law;
41 however, all other provisions of this Agreement shall continue in effect.
42
43
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 D. Whenever any notice is required to be given either party to this
22 Agreement by the other party, either shall do so by certified mail, return
23 receipt requested, at the following addresses:

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

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

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

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

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

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

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

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

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

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

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

2
3 **Employee Hospitalization/Medical Plan**

4 In addition to the employee benefits otherwise contained in the Collective
5 Bargaining Agreement between the parties, the following employee benefits and
6 other pertinent information shall become effective upon ratification by the
7 employees and the School Board. Upon ratification these benefit plan rates are
8 effective for the period of January 1, 2010 through December 31, 2010.

9
10 **Cigna Basic Plan** (This plan will be available effective January 1, 2010)

11 The following rates are based upon a monthly calculation:

12	13 Type	14 Premium Amount	15 Board Contribution	16 Employee Contribution
17	Employee	\$248.95	\$218.95	\$ 30.00
18	Employee/Spouse	\$517.65	\$358.83	\$158.82
19	Employee/Children	\$481.18	\$358.83	\$122.35
20	Employee/Family	\$731.90	\$358.83	\$373.07

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

- 22
- 23 Co payments: Primary Care Physician (PCP) office visit \$20.00
- 24 Specialist office visit \$30.00
- 25 In-patient care admission \$500.00
- 26 In-patient care 80%
- 27 Out-patient surgical care 80%
- 28 Diagnostic Services 80%
- 29 Preventive Care 100% after co-pay
- 30 Maternity Care 80%
- 31 Emergency Room co-pay \$100.00
- 32 Lifetime maximum \$1,000,000.00
- 33 Annual Deductible \$0
- 34 Out-of-Pocket Maximum \$5,000/\$15,000.00

35
36 Pharmacy: Deductible \$50.00 Out-of-Pocket Maximum 1,500 individual/\$3,000 family

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

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

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

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

3 The following rates are based upon a monthly calculation:

4

5 Type	Premium	Board	Employee
6	Amount	Contribution	Contribution
7 Employee	\$ 575.90	\$ 524.23	\$ 51.67
8 Employee /Spouse	\$ 913.10	\$ 524.23	\$388.87
9 Employee/Children	\$ 747.50	\$ 524.23	\$223.27
10 Employee/Family	\$1,030.70	\$ 524.23	\$506.47

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

13
14 Co payments: Primary Care Physician (PCP) office visit \$20.00
15 Specialist office visit \$30.00
16 Emergency Room co-pay \$200.00
17 In-patient care \$300.00/day to a maximum of three (3) days
18 Out-patient surgical care \$150.00
19 Major Out-patient procedures (Cardiac Catherization, MRI,
20 CT Scan, PET Scan and Lithotripsy) \$100.00
21

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

25
26 **Cigna PPO or Blue Cross/Blue Shield of Florida (BlueChoice) Preferred**
27 **Provider Organization (PPO)**

28 The following rates are based upon a monthly calculation:

29

30 Type	Premium	Board	Employee
31	Amount	Contribution	Contribution
32 Employee	\$ 597.50	\$ 524.23	\$ 73.27
33 Employee/Spouse	\$ 957.50	\$ 524.23	\$433.27
34 Employee/Children	\$ 771.50	\$ 524.23	\$247.27
35 Employee/Family	\$1,102.70	\$ 524.23	\$578.47

36
37 Surcharge of \$250.00 for Spouse with insurance elsewhere.

38
39 Deductible and stop loss levels will be as follows for the twelve (12) month
40 period from January 1, 2010 through December 31, 2010:
41
42
43
44

Plan Benefit/Teacher Responsibility	Type	Stop Loss
80/20 (In-Network)	Individual	\$2,500 (In-network)
	Family	\$5,000 (In-Network)
60/40 (Out-of-Network)	Individual	\$4,000 (Out-of-Network)
	Family	\$8,000 (Out-of-Network)

Deductible	Type	Amount
Individual	In-Network	\$ 500
Family	In-Network	\$1,000
Individual	Out-of-Network	\$ 750
Family	Out-of-Network	\$1,500

During the plan year January 1, 2010 through December 31, 2010, only expenses incurred in the plan year will be allowed to count toward the deductible for that plan year. PPO Plan Co-payment: General Practitioner office visit \$25.00 for each In-Network non-surgical office visit. Specialist office visit including preventative care \$25.00. Out-patient surgery covered the same as if surgery was performed as an in-patient. One annual cancer screening to include Mammogram, PAP smear, colorectal, prostate, blood test for ovarian cancer as applicable. Such annual diagnostic tests shall be covered at 85% in-network and 70% out-of-network.

Prescription Drug Plan

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

Prescription drugs, limited to a thirty (30) day supply are paid at 100% at participating pharmacies, after a \$20.00 co-payment for generic; \$40.00 co-payment for preferred brand-name drugs and \$70.00 co-payment for non-preferred brand name drugs. The above co-payments will be applied to each prescription and each refill.

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

Mental Health Plan

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

1 **Continuation of Benefits**

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

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

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