A G R E E M E N T
between the

SCHOOL BOARD OF BREVARD COUNTY

and the

THE BREVARD FEDERATION OF TEACHERS, Local 2098 Florida Education Association, AFL-CIO, INC., American Federation of Teachers, National Education Association

2021-2022

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AGREEMENT

This Agreement is made and entered into effective as of midnight December 14, 2021, 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."

ARTICLE I - RECOGNITION

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

Area Counselors
Child Find Specialists
Classroom Teachers
Coordinating Teacher Units
Exceptional Education Teachers
Exceptional Student Education
Staffing Specialists
JROTC Teachers
Guidance Counselors
Lead Teachers
Learning Director
Media Specialists
Occupational Specialists
Resource Teachers
Title I Parent Educator
Title 1 Teachers
Title I Teacher Trainer

ARTICLE II - DEFINITIONS

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

B. **ASSAULT AND BATTERY**
   1. An “*assault*” is an intentional, unlawful offer of corporal injury to another by force, or exertion of force directed toward another under such circumstances as to create a reasonable fear of imminent peril. The assault must be premised on affirmative act.

   2. A “*battery*” consists of the intentional infliction of a harmful or offensive contact on the person of another.

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

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

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

F. The term **FISCAL YEAR** shall mean July 1 to June 30, or as otherwise determined by the Florida State Department of Education or higher authority.

G. The term **FULL-TIME TEACHER** shall mean a teacher who is appointed to work forty (40) hours per week.

H. The term **PART-TIME TEACHER** shall mean a teacher who is appointed by the School Board to work less than the normal teacher workweek for twenty (20) or more workdays.

I. The term **POSTPLANNING** shall mean those days designated as teacher planning days scheduled after the last day for students as prescribed by the calendar as adopted by the Board.

J. The term **PREPLANNING** shall mean those days designated as teacher planning days scheduled prior to the first school day for students as prescribed by the calendar as adopted by the Board.

K. The term **PRINCIPAL** shall mean the head of any school to which teachers are regularly assigned, or his/her designee.

L. The term **SCHOOL** shall mean buildings at a work location to which teachers are regularly assigned.

M. The term **SCHOOL DAY** shall mean the period of time during which teachers are assigned to be at the school site.

N. The term **SCHOOL SITE** shall mean buildings and grounds to which teachers are regularly assigned.

O. The term **SCHOOL YEAR** shall mean the period of time beginning with the first workday for teachers and ending with their last workday, inclusive, as prescribed by the calendar as adopted by the Board.

P. The term **SHORT-TERM TEACHER** shall mean a teacher who is appointed to work by the School Board to work in replacement for a regular contract teacher for more than twenty (20) days but less than 99 days in any given school year.

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

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

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

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

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

ARTICLE III – FAIR PRACTICES

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

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

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

ARTICLE IV - GRIEVANCE PROCEDURE

Section A - Definitions

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

2. As used in this Article, the term "teacher" shall mean either an individual, a group of teachers having the same grievance, or the Brevard Federation of Teachers.

3. For purposes of this Article, the term "principal" shall mean the administrative head or designee of the work site at which the teacher is regularly assigned.

4. As used in this Article, the term "day" shall mean a regular teacher employment day except during the period of time outside the regular contract year when the term "day" shall mean Monday through Friday.

Section B – Steps

1. Step I (Informal)

Within ten (10) days of an event giving rise to an alleged grievance, the teacher, and if the teacher desires, a Union representative, shall request a Step I meeting to discuss informally the grievance with his/her principal. The principal shall grant the meeting within three (3) days of the request. A written agenda is not required before a Step I meeting is scheduled. The Union, when requesting a meeting to discuss an alleged grievance, will identify that the meeting is to discuss an alleged grievance and will identify the specific article, section, paragraph, and subparagraph, if applicable, of the collective bargaining agreement that allegedly has been violated. Within three (3) days

of the Step I meeting, the administrator shall inform the teacher and Union of his/her decision.

2. Step II (Formal)

If not satisfied with the resolution of the grievance at Step 1, the teacher may submit the complete grievance to the Director of Professional Standards / Labor Relations. The filing of the grievance at Step II must be within five (5) workdays of the Step I decision. Within five (5) days of the receipt of the Step II filing, the Director of Professional Standards / Labor Relations. the teacher shall meet in an effort to resolve the dispute. The teacher and the Professional Standards / Labor Relations may mutually agree to waive the necessity to conduct the Step II meeting and allow the grievance to proceed forward to Step III. The Director of Professional Standards / Labor Relations submit his/her written decision to the teacher, with a copy to the Union, within seven (7) days of the Step II meeting, or if no Step II meeting is held, within five (5) days of the execution of the waiver described herein.

3. Step III (Formal)

Within seven (7) days of the receipt of the Step II decision, the teacher, if not satisfied with the resolution of the grievance at Step II, may submit the completed grievance form to the Deputy Superintendent / Chief Human Resources Officer. Within seven (7) days of receipt of the Step III filing, the Deputy Superintendent / Chief Human Resources Officer and the teacher shall meet in an effort to resolve the grievance. The Deputy Superintendent / Chief Human Resources Officer shall submit his/her written decision to the teacher, with a copy to the union, within seven (7) days of the Step III meeting.

4. Step IV (Formal Arbitration)

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

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

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

d. Fees and expenses of the arbitrator shall be shared equally by the board and the Union.

e. 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:

    1. All such grievances shall have the same grievant.
    2. All such grievances shall have the same date of event giving rise to the grievance.
    3. All such grievances must have been processed through Step III as provided herein.

Section C – General Provisions

1. A representative of the Union shall have the right to be present and present his/her views at any formal meeting held pursuant to this Article. If the Union is not the grievant, it shall be notified of the time and place of such formal meeting concurrently with the transmission of notice to the teacher. In the processing of grievances, the teacher shall have the right at his/her option to represent himself/herself at his/her own expense, or at his/her own expense to be represented by some other person of his/her choosing at any formal meeting held pursuant to this Article. The outcome of a grievance in which BFT did not participate shall not create precedent.

2. When a grievance meeting requires the attendance of a particular individual teacher, the time, date, and place for such meeting shall be set by the appropriate administrator provided that if such meeting is held before or after the affected teachers' workday, the times shall be by mutual agreement between the parties.

3. If the grievant(s) fail to meet the specified time restrictions provided herein, the grievance shall be deemed to be withdrawn.

4. 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.

5. 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.

6. Any written notice to be given under Section B by the teacher to his/her principal or to the superintendent may be given by hand by the teacher or his/her representative or by mailing it by certified mail, return receipt requested, addressed to the principal or the superintendent at their respective offices. Any notice or decision to be given to the teacher may be given to the teacher by hand by the principal or superintendent or their representative or by mailing by certified mail, return receipt requested, addressed to the teacher at his/her home address as shown in the Board's records. Any notice or decision to be given to the Union may be given to the President of the Union, or by mailing it by certified mail, return receipt requested, addressed to the Union at its offices. Any notice or decision given by hand will be verified by written receipt if requested. If a notice or decision under this Article is provided to either party by certified mail, the time limit required for response to such notice or decision shall be extended to the receiving party by two (2) days.

7. When hearings are held during school hours, persons necessary to be present shall be excused without loss of pay or accumulated leave, provided that the Step IV hearing arrangements shall also be made to permit the appearance of witnesses without loss of pay or accumulated leave whom the arbitrator shall deem necessary.

8. If a grievance arises as a result of a condition which the immediate supervisor is without the jurisdiction to resolve, the teacher may file the grievance at Step III (superintendent level) and proceed through the grievance procedure from Step III forward.

9. Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration.

10. No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.

11. Grievance files shall be filed separately from other files of the teacher.

12. Necessary forms for the filing of grievances shall be mutually agreed to by the Union and the Board. Costs incurred in the printing, supply, and required distribution of such forms shall be shared equally by the Union and the Board.

13. Any claim or grievance arising under the Agreement while said Agreement is in force shall be processed through the grievance procedure until its resolution.

ARTICLE V - UNION RIGHTS

Section A - Leave for Union Service
Leave of absence without pay shall be granted to teacher(s) for the purpose of participating in Union activities. No more than forty (40) workdays per school year shall be used for such purpose under the following conditions:

1. No less than one (1) workday may be taken at any one time.

2. No more than two (2) teachers shall be absent from any single worksite at the same time.

3. All substitute cost shall be borne by the Union.

4. No more than four (4) days' notice shall be required for such leave application.

5. No more than seven (7) days of such leave shall be taken by any one teacher during any given school year. No more than five (5) of such days may be taken consecutively.

6. In the event the district and union enter into a grant to promote the needs of the district, leave days used by teachers in the fulfillment of the grant shall not be charged towards the forty (40) days described above, or the seven-day maximum for an individual teacher.

Section B – Leave to serve as officer of Union

1. Leave of absence without pay shall be granted by the Board for the purpose of serving as an officer of the Brevard Federation of Teachers [limited to four (4)] and the Florida Education Association. Request for leave shall be made upon written application of such teacher to the Superintendent at least twenty-five (25) calendar days prior to the onset of the semester in which the leave is to begin. Such leave shall not be for less than one (1) school year. Such leave shall not be renewable for any longer than the duration of this Agreement. Upon completion of three (3) consecutive years, an annual contract teacher shall be eligible for union leave to serve as a union officer as long as he or she meets the conditions for reappointment as stated in Article VI, Section F. Upon finishing his or her term, such annual contract teacher shall be reappointed to an annual contract.

2. Union officers described above, other Union officers who are also active teachers with the district who are not on leave, and teachers whose leave days are charged to the forty (40) leave days as provided in this section, shall be allowed to participate in Board approved benefit plans, Florida Retirement, and Social Security plans which are available to other district teachers. Such participation shall be at no additional cost to the Board other than the cost the Board already incurs for its employees. Written procedures shall be developed which are mutually acceptable

to the Board and the Union. Mutual agreement or the lack of same shall not be subject to the grievance procedure of this Agreement.

Section C - Negotiations on School Time

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

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

Section D - Bulletin Boards

1. The Board shall make available for exclusive use by the Union one (1) bulletin board located in the main faculty lounge or easily accessible in proximity of teachers' mailboxes at each school for posting of official Union material properly identified as such.

2. Concurrently, a courtesy copy of such material shall be provided to the principal and sent via Union courier, fax, or U.S. Mail to the Director of Labor Relations or designee.

3. Campaign literature of a candidate for public office shall not be distributed through the Board's courier service, posted on a Union bulletin board, or placed in a teacher's mailbox.

4. The Union shall provide the principal with the name in writing of the bargaining unit member who is designated by the Union as having the responsibility to post such material. A district-wide master list of teachers so designated shall be delivered to the Director of Labor Relations upon request in writing two (2) times per year. Such list shall contain the name and work location of each person designated.

Section E - Union Meetings

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

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

Section F - Distribution of Literature

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

    a. Union materials shall be designated as Union matter and dated where possible to show date of publication.

    b. Union material in bulk shall only be placed in or near the mailboxes.

    c. Concurrently, a courtesy copy of such material shall be provided to the principal and sent via courier or U.S. Mail to the Director of Labor Relations or designee.

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

The Brevard Federation of Teachers, hereinafter referred to as "BFT," may have the use of the School Board of Brevard County, hereinafter referred to as "SBBC," electronic mail system for the purpose of informing members of the bargaining unit of scheduled meetings and implementing the collective bargaining agreement. Should any employee, whether a member or a non-member, request the BFT cease sending them electronic mail communications, BFT shall immediately remove that employee's name from the distribution list and shall not send the employee any further electronic communications. BFT shall comply with all applicable federal, state, and local laws and SBBC policies regarding the use of such systems. All communications shall be during non-instructional time. The electronic mail system shall not be used for the distribution of information that is political, slanderous, defamatory, libelous, or in any way critical of SBBC, the Superintendent or any administrator or other employee of the School Board. It shall not be used for solicitation of non-members or for materials related to internal election of BFT officers. Should BFT or its representative, acting on behalf of BFT, violate the terms of the agreement, the Superintendent shall have authority to suspend the right to use the electronic system.

Section G - Superintendent - Union Conferences

The superintendent shall meet at a mutually agreeable time in his/her office with the president of the Union or designee and either a Union vice president or a representative of the Florida Education Association or the American Federation of Teachers for a limit of two (2) Union representatives in any one meeting to discuss matters relating to the implementation of this Agreement, provided (except by mutual consent) such meetings shall not occur more often than

once each calendar month, and provided further that at least seven (7) calendar days written notice shall be given for the request of such meeting and the request shall include the suggested agenda for such meeting.

Section H - School Visitation by Union Representatives
Authorized Union representatives shall be allowed to visit schools where teachers are assigned to conduct Union business under the following conditions:

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

2. Immediately upon arrival at the school site, the Union representative shall report to the reception area of the administrative offices and shall indicate to the principal the purpose for such visit.

3. Such visitation shall in no way disrupt or interfere with educational procedures or programs.

4. No more than three (3) Union representatives, not to include the Union building representative, shall be present in any single work location at any one time.

5. Such visitations shall not be used for tax sheltered annuity presentations or partisan political activity.

6. The parties agree to make financial information available to teachers which will aid in their personal financial planning. The intent of such information is to provide financial planning information to employees rather than promote any company or individual's business opportunity.

Section I – Union Representation at Board Meetings

1. The Union shall have the right to request to be placed on the Board agenda at all regular Board meetings. All Board materials are available to Brevard Federation of Teachers through the online portal. A copy of the minutes of the Board shall be made available on the district website.

2. The Board shall post on the district website a summary agenda of regular Board meetings.

Section J - Union Representation on Board Committees
If the Board shall determine to appoint a district-wide committee, which shall include more than five (5) teachers thereon who shall not be entitled to additional financial compensation excluding mileage for such committee participation and which shall be charged to review and/or report on curricular matter(s) directly affecting the working conditions of teachers, the Union President shall be invited to submit to the superintendent the name of at least one (1) teacher who shall be named to the committee. In the instance of a committee to deal with curriculum

matters as described above, the names of the anticipated appointees shall be submitted in writing to the Union president or his/her designee who may select one teacher from such list as a Union representative. Such selection by the Union President shall be within seven (7) calendar days of his/her receipt of such list. If the Union President wishes to select a teacher who is not on the anticipated committee list, he/she may do so, and that teacher will be added to the committee as the Union representative. Such Union selected teacher shall meet the district requirements for committee participation prior to such appointment as the Union representative.

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

Section L - Union Dues Deduction
The Board agrees to deduct Union dues from the paychecks of teachers provided that each of the following conditions and/or requirements are met:

1. The teacher submits a written dues deduction authorization, which is received in the Board finance office no later than the first day of the month in which deductions are to begin.

2. Such authorization is submitted on a form that is mutually acceptable to the Board and the Union and supplied by the Union at no cost to the Board.

3. The Union shall certify in writing to the Board the amount to be deducted from each check for each payroll period provided that such dues shall not be changed more than one (1) time during the fiscal year. Notice of such change shall be received in the Board finance office no later than forty-five (45) calendar days prior to the payroll date on which such change is to become effective.

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

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

Section M - Other Deductions
The Board agrees to deduct a uniform deduction and/or assessment for Union insurance programs from the paycheck, provided such deduction shall be authorized in writing by the teacher and the amount authorized shall remain uniform for the entire school year. All of the

other provisions of Section K of this Article shall also be applicable to this deduction, except that the amount deducted for an individual insurance program shall not vary during the fiscal year. The amount deducted shall be transmitted to the Union along with the Union dues. The Union shall be responsible for the disbursement of such funds. The amount of such deduction shall be added to the amount of dues deducted pursuant to Section K and the total reflected on the payroll stub, under the category of Union dues, provided that should a separate additional slot become available on such payroll stub, the Board shall report such deduction(s) pursuant to this Section separately as soon as procedures necessary for such change can be accomplished.

Section N - Time on Agenda of Faculty Meetings

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

1. The place in the meeting at which such announcements shall be given shall be scheduled by the principal.

2. Sufficient time shall be allowed for announcements limited to official Union business.

3. The principal shall provide a teacher with the opportunity to complete Union bargaining and/or calendar surveys and/or to view presentations on Educational Research and Dissemination (ER&D) programs and other programs, which are endorsed by the district. Such programs must have a direct application to the role of the teacher and the presenter will be a person who is trained in such programs. Teacher attendance at such presentations shall be voluntary unless such programs are a required part of the regular faculty meeting.

Section O - Use of School Supplies and Equipment

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

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

2. The Union shall assume full responsibility for any damage to such equipment.

3. The use of such equipment or materials shall not interfere with the instructional nor administrative needs of the school.

4. The amount of such use of materials and supplies shall be promptly reported to the principal in writing.

5. Equipment may not be removed from the site without the prior approval of the principal.

Section P - Orientation Meeting for Incoming Teachers
If the Board shall conduct area-wide or district-wide meetings, gatherings, and/or receptions for newly employed teachers for the purpose of providing general employment information, the Union President shall be advised of such meeting(s) and given the opportunity thereat to briefly welcome the teachers to the district. The School Board is cordially invited to attend the Union's area-wide or district-wide meetings, gatherings, and receptions for newly employed teachers for the purpose of providing general employment information.

Section Q – Exclusivity Rights
Except as otherwise provided by law, rights granted to the Brevard Federation of Teachers in Article V of this Agreement shall not be granted to any other union of employee organization which is organized for the purpose of representing teachers in collective bargaining.

Section R – Union and Board Workshops
A minimum of one (1) workshop annually (per year) for topics of discussion to be mutually determined by the Board Chair and Union President.

ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

Section A - Fair Employment Practices / Discipline

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

2. Upon receipt of the notice described in the preceding subsection, or upon being advised that the superintendent intends to make such recommendation for dismissal or non-renewal, the teacher shall, upon written request filed with the superintendent no later than five (5) calendar days following receipt of such recommendation or advice of intention to recommend, have the right to a meeting with the superintendent at which the teacher may advance reasons why such dismissal or non-renewal should not be recommended to the School Board.

3. Teachers who no longer are employed by the Board shall retain the right to grieve alleged violations of this Agreement, which occurred during their employment or concurrent to their involuntary termination, subject only to the provisions of Article IV.

4. If any teacher shall be disciplined, i.e., demoted, suspended, terminated, or suffer loss of pay, such discipline shall be for just cause and may be challenged pursuant to the provisions of Article IV of this Agreement.

   As used herein, "demoted" shall not be construed to include a determination of the Board to change any differentiated pay position assignment or extracurricular duty assignment.

5. If it shall be ascertained that the disciplinary action taken against a teacher resulted in loss of salary or other benefits without justification, the teacher shall be restored such salary or other benefits to the extent feasible. Such restoration shall include placement on the salary schedule so that the teacher's salary shall be no less than the amount that he/she was scheduled to receive prior to disciplinary action.

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

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

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

9. In the event a teacher is placed on Administrative Leave by the District, at such time as being put on Administrative Leave, the teacher shall be informed of the specific incident which led to such leave, unless doing so jeopardizes student safety or the integrity of the investigation.

Section B - Calendar

1. The regular school year of all Type "E" employees covered by this Agreement shall consist of no more than one hundred eighty (180) student days and one hundred ninety-six (196) teacher days inclusive of paid holidays.

2. No more than two (2) required evening events shall be scheduled per semester. Any subsequent events shall be clearly understood to be voluntary participation and compensatory time shall be offered.

3. On any day that teachers are required or have mutually agreed with the principal to return to school for evening activities, teachers shall be released as soon as the student day has ended, and student supervisory duties have been completed. Neither open houses nor parent-teacher conferences will be scheduled on the 2nd or 4th Tuesday of any month to avoid regularly scheduled school board meetings.

If the Governor declares a state of emergency for hurricanes or tropical storms for counties that include Brevard County, teachers shall be released as soon as the student day has ended, and student supervisory duties have been completed.

4. The length of the normal teacher workweek shall be forty (40) hours. During the ten (10) days totaling eighty (80) hours reflected on the Board-adopted school calendar as student non-attendance days, the Superintendent and/or Principal shall schedule thirty-six (36) hours of teacher work assignments providing a forty-four (44) hour balance which shall be designated as teacher planning/preparation time. Counselors who may otherwise be prohibited from planning time shall be granted a minimum of eight (8) hours to plan/prepare on their own prior to preplanning. These hours are in addition to any hours previously allocated and will be paid at the teacher's hourly rate. The principal shall give to teachers on the first day of pre-planning a written schedule of the year's non-student days, specifying which hours are to be administratively designated and which hours are to be used as teacher planning/preparation time. Except in an emergency, the principal shall not adjust the schedule. In such case, the adjusted schedule shall be provided in writing with details of the emergency.

5. The following days shall be designated as paid teacher holidays.

    a. Labor Day
    b. Veterans Day
    c. Thanksgiving Day
    d. Day After Thanksgiving Day
    e. New Year's Day
    f. Martin Luther King Day

6. The early release program shall be implemented in a manner that ensures compliance with Florida Statutes in regard to instructional time.

    a. Beginning with the 2019-20 school year, early release shall begin the first Friday of the school year and continue each Friday thereafter, excluding the three (3) shortened student days at the end of each semester as outlined in paragraph 7 below. Students at each site shall be released a minimum of seventy-five (75) minutes earlier than the typical dismissal time for the site. No more than six (6) early release Fridays shall be used for site-based professional development at the discretion of the principal with no more than three (3) per semester. The principal shall establish a professional development calendar during pre-planning. Teachers may utilize Compensatory Time on early release days.

    b. Instructional staff is required to complete the regular school day on early release days and may not shorten their day except when the administrator has provided approved leave for a specific purpose.

7. It is the intent that the three (3) shortened student days at the end of each semester be utilized for those activities required to complete the student evaluation process. The teacher workday between semesters shall be for the purpose of uninterrupted teacher planning and preparation.

8. The post-planning day will be at the teacher's discretion as long as all responsibilities, including check-out procedures have been completed. The day between the first and second grading periods will also be at the teacher's discretion for the entire duration Paragraph 11 (below) remains in the contract.

9. Except for reporting at the end of the first semester and the end of the last semester, provided that grades are not due before the end of the workday, teachers shall have no less than two (2) workdays after the end of the grading period to prepare grades before turning in such grades to the administration and/or school office. If the electronic gradebook is unavailable due to the district server being down, for three (3) or more hours at the end of a grading period, the deadline for grades being due may be extended the amount of time that was unavailable to teachers.

10. A principal shall inform teachers of their end of the school year checkout obligations no later than two weeks prior to the last scheduled student day.

11. Beginning with the 2018-2019 school year, one non-student day shall be planned for the end of the first quarter and end of the third quarter, within the period of time when grades are due. To comply with the parties' intent and while maintaining the rights of both parties contained in the Agreement, the parties agree that the teacher workday/ student holiday day between the first and second semester after the holiday break in January may be moved to the day between the first and second quarter. The day in January may now become a non-workday for teachers. As long as this day is still a workday for 12-month employees, teachers will be permitted to come on campus (unpaid) if they choose. This change is to remain in perpetuity unless the parties negotiate otherwise.

12. On days of both the primary and general elections, teachers shall be released as soon as the student day has ended, and student supervisory duties have been completed.

Section C - School Day / Workweek

1. **Duty Free Lunch**

A teacher shall be entitled to a daily duty-free lunch period of no less than thirty (30) minutes. Teachers assigned to self-contained exceptional education classes shall be entitled to such duty-free lunch when feasible. The forty (40) hour workweek shall be inclusive of the daily lunch period. It is not the intent of the Board herein to preclude reasonable duty-free lunch time not provided herein, where such may be reasonably provided nor to preclude a principal from implementing an alternative method of providing such duty-free lunch to a teacher for whom duty-free lunch is not provided herein. All schedules for teachers' lunch shall reflect the thirty (30) minutes provided for duty-free lunch.

a. The principal is encouraged to consider the availability of all non-bargaining unit personnel when assigning supervisory lunchroom duties.

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

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

d. In cases where a self-contained exceptional education teacher does not receive his or her lunch due to documented concerns regarding student safety and supervision, the teacher will receive compensatory time by submitting a request within two (2) workdays.

2. **Planning time**

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

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

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

c. 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.

d. The principal will provide an additional thirty-five (35) minutes of protected planning time once a week. The day of the week will be at the principal discretion.

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 three (3) 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. Classroom teachers assigned to teach in secondary school shall have at least three (3) of their weekly preparation times without any scheduled meetings, except in an emergency. A third (3) day of the five (5) weekly preparation times will be considered "no meeting zones" with the exception of meetings mandated by state or federal law including, but not limited to, IEP, 504, and LEP or meetings scheduled at the teachers' request.

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 required during no more than two (2) of such additional daily non-teaching periods per teacher workweek. Teachers who do not receive the equivalent of more than one planning period shall not be assigned any additional supervision duties during the student day.

j. Elementary schools may develop through the School Advisory Committee, for submission through the district waiver process, a plan for an amount of

time during the teacher workweek where teachers and parents may confer, and teachers may plan together or individually. The waiver process and form will be made available to the chairperson of the School Advisory Committee and the Union office.

k. Members of the bargaining unit will have the opportunity to volunteer to cover classes during their planning time. Members of the bargaining unit will be compensated $15 for each class covered during their planning time ($30 if a school is on block schedule). Those who volunteer for this will not be expected to give up more than two planning periods per week. These two planning periods shall be deducted from their 3 protected planning periods. At the end of each 9 weeks, members of the bargaining unit can decide to stop participating by informing their administrators.

   This option is not to conflict with Article VI, Section 5 or Article VI, Section N of this agreement. Principals will continue to assign a teacher to class or classes of an absent teacher and to provide comp time if a teacher loses his/her prep time as a result of the assignment; and the responsibility for supervising students shall be rotated as equitably as possible among teachers if it is not reasonably possible to obtain a substitute teacher or some other voluntary solution cannot be found.

   A teacher may receive either payment or comp time, but not both, for giving up a planning period.

3. **Signing out**
   A teacher may leave the school site during his/her scheduled planning period or lunch after signing out on a Google form designed for such purposes indicating the date, name, personal/work related (if work related – where) and time of departure. The teacher must sign in if returning to the school site prior to the end of the day. If less than the time allowed for his/her planning period or lunch, this time away from the site shall not be charged against the teachers' sick, personal, or compensatory time. This procedure is not meant to provide approval for the teacher with first period planning to regularly arrive late or last period planning to regularly leave the building early.

4. **Forty (40) hour week**
   The normal teacher workweek shall not exceed forty (40) hours inclusive of a daily thirty (30) minute lunch period except in an emergency and/or compensatory time. The regular workweek is forty (40) hours. The principal will establish the eight-hour workday. All scheduled meetings shall be scheduled within the eight-hour workday. It shall not be established practice to regularly schedule a workday longer than eight hours.

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

b. In addition to the eight-hour day, a principal shall create at least one alternate eight-hour daily schedule. Teachers will be given the opportunity to opt into this schedule during pre-planning, or at time of hire. Teachers who opt into the alternative schedule are still responsible to attend required meetings, even if this extends their workday beyond eight hours. This language does not prevent a principal and teacher from mutually agreeing to change work hours on an individual basis.

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

d. With at least twenty-four hours' notice, teachers shall be allowed to flexibly schedule up to an hour per week of non-student time. Such time would be added to the beginning or end of a workday to make up for the time missed at the beginning or end of a workday of the same week. Such flex time is not intended to coincide with meetings, supervisory duties, scheduled professional development, or early release days.

e. In the spring of each year, teachers will be informed if their school will have an additional hour the following year. Upon learning of that decision, the district will inform teachers of the open transfer process. Teachers who are not able to work at a school with additional time and who have not secured a position through the open transfer or internal transfer process, will be placed at another school following the summer deadline for internal transfers.

5. Compensatory Time Accrual

Adjustments to the workweek shall be allowed only when the length of the work assignment(s) does not cumulatively exceed thirty (30) minutes in a normal workweek. Assignments beyond the thirty (30) minutes in such workweek are subject to the compensatory time provisions of this Agreement. In the event a teacher is assigned to work beyond the normal forty (40) hour workweek, then compensatory time shall be accrued by the teacher. The rules for accrual of compensatory time shall be as follows:

a. In the event a teacher meets with a parent of his/her students and such meeting causes the teacher to extend his/her forty (40) hour workweek, time spent at the parent conference shall be subject to compensatory time provided that the principal and teacher have prior mutual agreement that such

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

b. Time spent at parent-teacher conferences shall be accruable subject to the compensatory time provisions of this Agreement. In the event a principal assigns a teacher to perform duties which require him/her to return to school for evening functions (e.g., open houses, individual parent conferences, other such functions), time spent at such assignments shall be accruable to compensatory time. This does not preclude a teacher from applying for compensatory time accrual for other duties beyond the forty (40) hour workweek. Time spent at these functions is not subject to additional financial compensation.

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

d. Compensatory time shall automatically be accrued for required supervisory responsibilities at assemblies, test proctoring, pre- and post- hurricane preparation for teachers in schools that serve as emergency shelters, or other activities that eliminate a teacher's planning time.

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

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

g. Compensatory time shall only be accrued during the school year in which it is earned.

h. In the event double data entry is necessary due to the district-wide failure of Enrich or similar ESE reporting system during grade reporting periods, compensatory time shall be accrued for additional work required by teachers outside of the school day.

6. **Compensatory Time Utilization**

The rules governing the utilization of compensatory time shall be as follows:

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

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

c. The principal shall act on requests for the utilization of compensatory time within one (1) school day, if submitted two (2) school days prior to the utilization. Other requests shall be acted upon within two (2) school days of the request. In the event the principal does not act on any request for the utilization of compensatory time within the specified time frames, the request shall be considered approved. In circumstances where the requesting teacher is not assigned to the same worksite as his/her principal, such responses shall be extended to three (3) school days. When a teacher applies for compensatory time two (2) or more school days prior to the day compensatory time is requested to be utilized, the teacher cannot be required to supply his/her own substitute as a condition of approval for such compensatory time request.

d. Time limits may be waived by the principal without precedent and at his/her discretion.

e. Failure of a teacher to utilize approved compensatory time may result, at the principal's discretion, in the reduction of such time from the teacher's accrued compensatory time balance.

f. Up to forty (40) hours of unused compensatory time shall be carried forward to the next school year.

g Up to twenty-four (24) hours of accrued compensatory time shall be made available to that teacher for utilization during the normal student day. A teacher may use an additional sixteen (16) hours during non-student time. Nothing contained herein shall preclude a principal from approving utilization of compensatory time during the student day beyond the minimum guaranteed amount twenty-four (24) hours.

h. Nothing contained herein shall be construed as precluding a principal from allowing the utilization of compensatory time on a nonstudent attendance day as reflected on the school calendar as adopted by the Board.

i. In the event a principal denies the utilization of accumulated compensatory time on an in-service day or on a post-planning day as scheduled on the school calendar as adopted by the Board, such denial shall give the affected teacher(s) the right to use, at his/her option, compensatory time in lieu of and for the same purpose(s) as sick leave. The amount of any such compensatory time utilized as sick leave shall be no more than an amount equal to the time designated by the Board for the affected in-service day or post-planning day. Provided that any sick leave taken on an in-service day or post-planning day shall be deducted from the accrued sick leave balance of the teacher.

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

k. The utilization of accrued compensatory time for a documented medical emergency shall be permitted. Documentation shall be submitted upon return to duty.

l. On a day in which a teacher uses sick leave for a portion of a day, utilization of time before instructional hours or after instructional hours shall be allowed.

m. Compensatory time utilization for a full-work day (24 hours total) shall not be denied if a teacher abides by provision 6(b) and no more than 8% of the teachers are on personal leave exclusive of Fridays prior to Monday holidays, the week of Thanksgiving, and the Fridays prior to spring break and winter holiday.

7. Attendance of teachers at PTA or PTO meetings shall be voluntary.

8. The use of time clocks for checking in and out shall be prohibited.

9. Teachers shall not be required to open their classrooms to students more than fifteen (15) minutes before the published start of the student day. Exceptions will be allowed for inclement weather or other emergencies.

Section D - Teaching Assignments and Duties

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

for the Board's consideration. All other teachers must qualify for a valid Florida teaching certificate.

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

3. In assigning teachers for the upcoming school year, every effort shall be made not to move a teacher from a primary to an intermediate assignment or from an intermediate assignment to a primary assignment or more than two grade levels from his or her current assignment without the consent of the teacher. Every effort shall be made not to move a secondary teacher more than two grade levels, or out of or into specialized programs without the consent of the teacher. Every effort shall be made to not give a secondary teacher a third preparation. Every effort will be made that teacher assignments, preparations, and rooms will not change. In the event a teacher assignment change may be necessary, student data, performance evaluation, certification, teacher input, and overall instructional needs of the school will be considered.

4. No later than one week before the voluntary transfer period begins, the principal shall make available, upon request of the teacher, his/her anticipated teaching and room assignment for the following school year. Further, after December 1, the principal shall make available upon request of the teacher, his/her anticipated teaching assignment for the forthcoming school semester.

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

6. Teacher participation in school activities beyond the normal teacher workweek shall be voluntary wherever possible. If a situation arises where such assignment must be made where no volunteers are available, priority consideration will be given to the teacher’s prior personal commitments. All assignments beyond the teacher workweek will be compensated pursuant to Article XVIII of this Agreement, or if such assignment is not included within Article XVIII, such amount as may be determined to be appropriate by the Board.

7. Secondary teachers are eligible for an optional class differential if electing to teach a seventh (7th) period. This assignment is on a voluntary regular daily basis and is limited to the circumstances listed below:

a. A teacher may volunteer to teach a class during his/her planning period on a regular daily basis.

b. A teacher assigned to teach six periods may volunteer to teach an optional seventh period.

c. Each principal shall notify all teachers from his/her faculty of the availability of scheduled optional classes.

d. Teachers desiring to work an optional class period must notify the principal in writing of his/her desire to participate in such assignment.

e. All applicants who express a desire to teach an optional class period shall be notified of the principal's decision as soon as possible.

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

1) area(s) of certification
2) current and prior teaching experience
3) differentiated pay position(s) held

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

8. Lesson Plans are required and should reflect the standards and essential elements:

a. Targeted state-adopted standards

b. Evidence of learning/assessments that will demonstrate students' mastery of the state-adopted standards.

c. Daily learning activities.

The format for plans shall be decided by the teacher for the purpose of working with his/her students and shall include sufficient information for substitutes and evaluators. Teachers are expected to show necessary documentation for the student with IEP's, 504 plans, ESOL requirements and other accommodations. The documentation does not have to be in weekly lesson plans. There shall be no requirement that teacher's lesson plans are for more than one week at a time. Teachers leaving the district or transferring to another school shall turn in their lesson plan books and/or gradebooks to the principal as part of the checkout procedure. Routine submission of lesson plans shall not be required except in the following instance: when the performance of the teacher has been less than satisfactory. In this event, format and content may be part of an assistance plan.

Lesson plan restrictions shall be waived for all “DA”, "D" and "F" schools until they have regained at least "C" status.

9. The parties agree that the provision for student supervision is primarily the responsibility of the professional employee in order to ensure a safe school environment. Supervisory duty shall be reviewed to ensure adequate supervision and equitable distribution of assignments.

10. A Steering Committee composed of a school’s faculty may be established in each school at the discretion of the faculty. The Steering Committee may request and shall be granted a meeting with the principal at least quarterly during the school year on a mutually agreeable date and time. The purpose of the Steering Committee is to offer input from the faculty to the principal concerning any matters pertaining to the operation or the educational program of the school. However, pending grievances or an individual teacher’s issue may not be discussed. Recommendations of the Steering Committee will be given full consideration by the principal.

    Each school shall have three (3) to seven (7) members on its Steering Committee, with one membership reserved for a BFT building representative or designee. Other members shall be selected by the faculty. It is not the responsibility of the principal to organize the Steering Committee.

    The Steering Committee is responsible for submitting a written agenda to the principal no less than three (3) workdays before the meeting with the principal. The Steering Committee will prepare minutes of the meeting and submit those minutes to the principal for review. Upon approval of the minutes by both parties, the Steering Committee will make available to the school faculty minutes of the meeting.

11. The requirements and procedures for teacher attendance at Board-adopted district in-service days as reflected on the Board-adopted district calendar shall be as follows: Teachers shall attend in-service programs held on in-service days except as provided below.

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

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

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

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

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

14. The Brevard Public Schools (BPS) electronic system shall be used in lieu of paper grade books. The teacher of record will input grades and content weekly for parents to review. At the teacher's discretion, a monthly calendar is adequate in lieu of weekly content up-dates in the electronic system. The grades should reflect how students are doing on an on-going basis. Grades reported in the areas of Art, Music, Physical Education, or specialized programs may vary. On-going training shall be made available to teachers.

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

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

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

18. Semester exams, if required for submission for review by administration shall not be required for submission more than two (2) weeks in advance of the administration of the exam.

19. Every reasonable effort shall be made to provide no less than ten (10) working days' notice to a teacher required to attend a staffing.

20. Teachers coming to IEP and/or 504 meetings, provided they were notified of the meeting in a timely manner (i.e., at least 72 hours' notice) are expected to bring appropriate documentation and to be prepared to identify and answer questions about documentation, IEP goal data, accommodation data, provisions of special education and related services.

21. There shall be no expectation that an IEP be written more than a week before the IEP conference except in cases involving attorneys, advocates or litigation which will require IEPs to be written two (2) weeks prior to the meeting or IEP conference provided the writer of the IEP is given notice one week prior.

    a. If an individual teacher feels a class has an excessive number of students, he/she may request a meeting with the administrator who will discuss the issue with the teacher and attempt to resolve it within two weeks.

    b. If the teacher is not satisfied with the resolution at the school level, it shall be referred by the administrator to the appropriate district administrator in Leading & Learning who will, within two weeks, assess the situation and make a final decision as to whether an adjustment in class size should be made. Said decision will be final and will be communicated to the teacher stating the reasons.

Section E - Vacancies and Promotional Vacancies

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

2. The Deputy Superintendent / Chief Human Resources Officer or designee shall post on the district website a listing of all current teacher and promotional vacancies.

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

4. No promotional vacancy for which a pool exists, except vacancies which exist at the level of superintendent's staff, shall be permanently filled until all teachers who have properly submitted applications and who meet the qualifications as reflected on the posted notice and have highly effective or effective evaluations have been considered for an interview. If the applicant applies for at least five (5) positions and is not granted an opportunity to interview, he/she has the right to meet with the appropriate superintendent or designee along with a union representative.

5. For the Purpose of Promotion:
    a. A notice of promotional vacancy shall set forth the qualifications, primary requirements, duties, and other pertinent information and the date by which the applicant must file the application. Such notice shall also include information indicating the salary range for the position and procedures for application.

    b. Promotional vacancies shall be positions on the Administrative and Support Salary Schedule as adopted by the Board.

c. A notice of promotional vacancy shall reflect the anticipated location of the vacancy if known.

6. A notice of instructional task forces and workshops to be appointed shall be posted in each school at least fifteen (15) calendar days prior to the closing of the application period for appointment thereto. Such notice shall include the criteria pertinent to the appointment. In filling such positions consideration shall be given to the prior opportunity of teachers to serve on such similar task forces and workshops so that they may be shared equitably among qualified teachers with highly effective or effective evaluations seeking such appointments.

Section F - Annual Contract Reappointment

The parties agree that it is in the best interest of the district to reappoint Highly Effective and Effective Annual Contract (AC) teachers as soon as possible. To meet that goal, principals will recommend to the Superintendent for reappointment any Annual Contract (AC) teacher who meets the following criteria:

1. An overall rating of not less than "Proficient" for the current years' Summative Part 1: professional Practices" Instructional Personnel Performance Appraisal System (IPPAS) annual evaluation; and

2. No less than an "Effective" final evaluation rating in the prior year in Brevard County; and

3. No actions that rose to the level of discipline concerning interactions with children during the school year.

Such recommendation may occur up to two (2) weeks before the district begins any voluntary or involuntary transfer period. Based on the needs of the District, the Superintendent will recommend for assignment such Highly Effective and Effective Annual Contract (AC) teachers to either their current school, provided that a position exists at his/her school and said employee meets all necessary eligibility requirements related to certification, High Qualified statutes, ESOL status, and program needs, prior the final student day of the school year, or to an Annual Contract Teacher Pool. An employee in this Pool shall be eligible for reappointment should a position in the district become available as long as he/she meets all necessary eligibility requirements related to certification, Highly Qualified status, ESOL status, and program needs. In cases where more than one individual in the Annual Contract Teacher Pool qualifies for a vacant position, the principal shall interview from the eligible candidates. All teachers placed in the Pool will be assigned to positions in their certification areas before an external candidate with the same certification is hired. An eligible annual contract teacher who refuses a position offered through these procedures shall forfeit his/her placement in the Annual Contract Teacher Pool. The District's Human Resources Department shall compile and maintain a list of employees in the Pool who meet the aforementioned requirements but for whom no position is available in the district. This language shall not be applicable to program areas identified by the district for workforce reduction for the ensuing school year. Procedures for placement in the Annual Contract Teacher Pool shall be made known, in writing, to any teacher being placed in the Pool prior to the last day of the school year. The entire process defined by this language

ends at the close of the six-day count process. At that time, the Annual Contract Teacher Pool is dissolved.

Notwithstanding any provisions in this Article, Annual Contract employees, irrespective of evaluation process or rating, shall remain subject to non-reappointment by the Superintendent.

Section G - Assignments and Transfers

1. Voluntary Transfer from School to School

    a. A teacher who desires a change from his/her assigned school to another school in the district may request such reassignment by properly submitting in writing the request to the Superintendent or designee with a copy of the request to his/her principal.

    b. In the event that a teacher desires a transfer at the end of the regular school year, the teacher shall submit a written request that will be filed with the Superintendent or designee, with a copy to the principal, for active consideration throughout the period that school is not in regular session. The teacher shall be responsible for notifying the principal of an address and telephone number at which the applicant can be reached during the above period.

    c. Two teachers may voluntarily change positions or schools with the approval of the Superintendent or designee.

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

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

        2) The length of time the teacher requesting voluntary transfer has been assigned to his/her current teaching responsibilities or his/her current school site.

        3) The evaluation of the teacher.

    e. In the event a teacher a highly effective or effective requests a voluntary transfer as provided herein and such request is denied, the teacher shall be provided an opportunity to confer with the Superintendent regarding the denial. The superintendent shall give reasons for denial and upon request by the teacher a Union representative shall be present.

    f. No earlier than February, but no later than April of each year, schools will compile a list of anticipated vacancies for the next school year. The lists will

be assembled at the district and then placed on Share Point. This will allow a consecutive two-week opportunity to interview for possible transfer. No position shall be permanently filled until at least 50% of teachers who have properly submitted applications and who met the qualifications as reflected on the posted notice and have a highly effective or effective annual evaluation have been interviewed.

g. If during pre-planning, teachers receive a teaching assignment different from the anticipated assignment provided to them the previous year, they shall be allowed the pursue a transfer to another school.

2. Reassignments Within a School

a. A teacher shall have the right to request reassignment within the same school to which he/she is assigned.

b. Teachers may voluntarily change positions with other teachers within a school with approval of the principal.

3. Involuntary Transfer

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

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

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

c. A listing of teacher vacancies shall be posted at each school, which is reducing continuing contract or professional services contract teachers. The list shall be made available to all teachers on the district's website or other internal electronic means, no later than the first day of the transfer period.

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 Labor Day. The term "position" as used herein shall mean the same or substantially the same teaching assignment from which the teacher was involuntarily transferred.

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

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

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

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

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

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

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

4. In the event the Board decides to close a school for the following school year, Continuing Contract (CC)/Professional Services Contract (PSC) teachers at the affected school shall have a separate transfer period that shall end no later than the beginning of the first voluntary transfer period as described in Article VI, Section F. l. (f). Before such transfer period, it shall be determined to which school(s) students from the closing school will transfer. Teachers shall be allowed to interview at the school(s) that are to receive students from the closing school. Every reasonable effort shall be made to place CC/PSC teachers at the receiving schools, as long as there are positions available that match certifications. Teachers may then participate in voluntary transfer periods.

Section H - Teacher Evaluations

1. A teacher shall be apprised of the Board's formal evaluation procedures. Such appraisal shall be scheduled during preplanning provided that a teacher who is employed after the preplanning period shall be similarly apprised prior to the implementation of such procedures relative to the evaluation of such teacher. Appraisal as required in this paragraph shall include the teacher appraisal system, as well as any checklist type of form that an individual principal may determine to use in a particular school.

a. An IPPAS focus group shall be assembled once a year, in the spring semester, to discuss successes and issues of the evaluation system. The focus group shall be jointly chaired by the President of BFT, or designee, and the Superintendent, or designee. Recommendations may be made by this focus group for changes in the IPPAS to which may be implemented the following year.

b. No teacher shall be required to formally evaluate any other teacher, except for the purpose of assessing individual collaborative mutual accountability within school teams as required in the District's Instructional Personnel

Performance Appraisal System (IPPAS). There shall be no requirement that peer observations be reported to administration.

2. Observations of a teacher's performance for the purpose of formal evaluation shall be conducted either singularly or in combination by a school administrator(s), district level administrator(s), or other qualified persons, who may be specifically requested by the Board to assist in such observation(s). If an evaluator is used who is not regularly assigned to work in the same school as the teacher being evaluated, such evaluator shall be identified to the teacher prior to such evaluation. A teacher may decline to accept input from a teacher, except a peer mentor teacher, that will ultimately be used as part of his or her evaluation.

    a. A teacher may decline to be observed by a specific teacher or teachers except for a peer mentor teacher.

    b. Where a school has more than one (1) administrator assigned, a teacher may request one of the administrators not be assigned to do the teachers' evaluation.

3. All formal observations shall be conducted with the knowledge of the teacher.

4. Every teacher will have no less than one (1) consecutive twenty (20)-minute administrative observation as part of a formal annual evaluation and no longer than the period of time that the particular class or activity is in session and shall be reduced to writing. Any other observations of a teacher's performance by administration which are to be utilized in the evaluation of such teacher's performance shall be in writing and provided to the teacher within five (5) working days.

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

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

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

8. For the purposes of this section, “formal observation” and “formal evaluation” shall mean, respectively, the observations and procedures conducted for the primary purpose of judging teacher performance.

9. In the event the Board shall desire to alter the contents of the teacher evaluation instrument in use as of the effective date of this agreement, prior to such alteration the Union shall be provided written notification of the Board’s intent to affect such alteration. The Union, upon receipt of such notification shall be allowed seven (7) calendar days within which to respond regarding such changes.

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

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

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

13. When assigning evaluation scores for individual elements in Dimensions 1 through 4 of the Instructional Practices piece of IPPAS, a rating of “U”, or Unsatisfactory, shall not be assigned after March 1 unless one or more of the following conditions exist:

    a. There is supporting evidence of a “U” being assigned at least once to an Informal or Formal observation prior to March 1; and/or

    b. The employee is on a Professional Development Action Plan for that dimension initiated before March 1; and/or

    c. The employee has engaged in conduct with rises to the level of discipline either before or after March 1.

14. Artifacts submitted to an evaluator before a final observation shall be reviewed by and evaluating administrator and given due consideration in final evaluation.

15. During a pre-observation conference, a teacher shall have the opportunity to discuss the anticipated lesson to be observed. If an evaluator cannot observe the lesson and

needs to reschedule the observation, the teacher shall of the right to another pre-observation conference, if requested.

Section I - Personnel Files

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

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

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

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

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

6. Except as provided by law, a teacher's personnel file shall be open to inspection only by the School Board, the superintendent, the principal, the individual teacher to whom the file applies and a representative who may accompany the teacher during such inspection.

7. This section shall not be applicable to recommendations or appraisals from other employers, universities or colleges or other references.

8. In the event the Board is required by law to develop changes in the Board's procedures regarding teacher personnel files, the Board agrees to notify the Union of such changes as may be necessitated by such law.

Section J - Faculty Meetings

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

2. Except in an emergency, notification of each faculty meeting shall be given at least two (2) calendar days prior to the meeting.

3. In the event a scheduled faculty meeting date is changed, notification of such change shall be provided as promptly as the need for such change is determined by the principal.

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

Section K - Class Interruptions

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

Section L - Parent Conferences

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

Section M - Teacher Facilities

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

2. Teachers at each school site shall have access to a lounge area provided a place for teachers to plan, work, and eat when not otherwise assigned.

3. A telephone at each school shall be made available for teacher use for local or collect calls. For all schools under construction, and schools in the planning stages, teachers shall be included in the planning, including but not limited to providing phones in private locations for conferring with parents.

4. The Board shall make restroom facilities available at each school for exclusive use by non-students.

5. The Board shall make available a room or portion of a room for exclusive use by teachers and non-students during the lunch period.

6. The Board shall make available in each school word processing, printing, and copying equipment for use by a teacher who is regularly assigned to that school. Such use shall be for the purpose of assisting the teacher in preparation of instructional materials to be used in that particular school or in any other school in which that teacher has instructional duties.

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

8. Classrooms

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

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

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

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

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

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

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

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

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

13. When the principal becomes aware of the necessity to vacate a classroom for renovation or maintenance, the principal shall notify the affected teacher as soon as such situation becomes known to the principal.

Section N – Miscellaneous

1. No teacher shall be required to transport students.

2. Any medical examination (other than an examination required concurrent with initial employment) required by the Board shall be performed by a licensed physician of the Board's choice. All costs thereof shall be borne by the Board.

3. A teacher plus one (1) additional person who may accompany the teacher shall be permitted to attend school activities without charge subject to the following conditions. Each teacher shall be provided proper identification by his/her principal, which shall be in such form as to be reasonably convenient for carrying and presentation as required, i.e., card size identification.

    a. The teacher presents proper identification for admittance.

    b. The school to which the teacher is regularly assigned is a participant in the activity. When the activity does not involve the teacher's regularly assigned school, or a school within the assigned feeder chain, the teacher only shall be admitted without charge.

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

4. A teacher shall use the district's electronic substitute management system to notify the assigned supervisor of an absence and make arrangements for a substitute, if needed. If an emergency arises that will result in an absence, one hour or less before the start of school day, the teacher shall call the designated site substitute coordinator.

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

6. The classes of an absent teacher shall not be divided up and placed into other teachers' regular classes except in an emergency. This paragraph shall not apply to students assigned to independent study. The term "teachers" as used in this paragraph shall mean only those teachers who are normally assigned class groups.

Teachers who meet with students on a resource-type basis, e.g., media specialists, counselors, Title I, PREP, and the like are excluded from the term "teachers" for the purposes of this paragraph.

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

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

9. In the scheduling of in-service for exceptional education teachers, the Board agrees to make every reasonable effort to provide such in-service at a time when all appropriate exceptional education teachers can be made available for such in-service.

10. Teachers, if being moved to a new room shall not be required to move any items other than personal materials.

11. Effective with the 2014-2015 school year all teachers will be assessed an $8.00 annual fee which will be deducted from the first payroll check in October. This fee is to maintain the Level II background screening requirements under the Jessica Lunsford Act.

12. Teachers shall not carry weapons of any kind, either lethal or non-lethal.

13. There shall be no expectation of a same day email reply or action taken from a non-emergency e-mail request sent during instructional time, lunch time, meeting time or change of class. In cases where protected planning time is provided between the end of the student day and the end of the workday and in the event of announced emergencies, reasonable action shall be taken by the teacher.

14. Training for ESOL/META endorsement shall be the district's responsibility. For each person who qualifies for the ESOL endorsement through the 300-hour district ESOL Add-On Certification Program, the District will fund the $75.00 application cost to the Department of Education. This payment is not retroactive.

Section O - Teacher Mileage

1. Itinerant teachers who are required to travel among various schools and other locations in the county to perform their official duties are eligible for reimbursement after the first stop of the workday. Travel is not reimbursed from the itinerant teacher's home to the first site visited or from the last site visited to home unless the mileage driven exceeds the itinerant teacher's commuting mileage. The reimbursement rate shall be no less than the rate allowed by federal law.

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

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

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

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

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

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

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

ARTICLE VII - TEACHER PROTECTION

A. The Board acknowledges the desirability of giving reasonable support and assistance to teachers with respect to proper maintenance of control and discipline in the classroom. Individual school procedures and policies for handling student discipline shall be reviewed by each school's School Advisory Council and revised or developed as needed so as to ensure that the referring teacher has the opportunity to input his/her feelings regarding the disposition of the referral. Discipline procedures shall stress the importance of uniform application. When the offense is serious enough to warrant suspension of the student in accordance with the School Board policy and/or the School Discipline Plan, such referred student will not be returned to the teacher's class the same period (or 30 minutes in elementary school) from which the student was referred unless

he/she is escorted by an administrator or a written explanation from same stating his/her reasons for the student's return accompanies the student.

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

Before the student is returned to class, serious consideration should be given to the effect such return would have on the learning environment for the other students in the class. If the consequence of a discipline referral is a conference with administration, the teacher shall be allowed to attend that conference if he or she requests. If a teacher requests a conference with an administrator or acting administrator about a referred non-ESE student, the teacher has the right to deny the entry of the referred student into his or her classroom for up to forty-five (45) minutes from the time of the incident. If the teacher invokes this clause, an administrator or acting administrator must have a conference with the teacher within three (3) days.

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

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

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

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

F. Any case of assault upon a teacher while in the performance of his/her assigned duties shall be promptly reported to the appropriate representative of the Board. The Board shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement authorities. In the case of battery including battery due to the manifestation of a disability, the teacher shall not be required to submit to a second drug test within twenty-one (21) days of the first drug test, which is required upon the teacher's self-declaration of being injured, unless there was reasonable suspicion that the teacher was impaired.

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

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

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

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

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

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

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

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

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

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

   2. If a conflict arises after placement of a volunteer in a teacher's classroom, the teacher shall request, in writing, a change of volunteers. If such request is denied, the principal's reasons for such a refusal shall be stated in writing by the principal with copies to the teacher, the volunteer, the Union president, and the Superintendent or designee.

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

O. The Board agrees that whenever a parent complaint comes to administration, the parent should first be referred to the teacher to address the matter. The administration should notify the teacher of the parent contact.

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

Q. It shall be clearly stated in the heading of a Summary of Conference letter that the letter is not a disciplinary action.

R. No teacher shall be required to change a student report card grade, except in a case of miscalculation.

S. The use of cellphone apps or any other form of a software program that can be installed on a teacher's personal device shall be used on a voluntary basis only. If a teacher chooses to install an app or software program on a personal device that has the ability to initiate contact with emergency responders or school personnel, the teacher shall not be subject to discipline or negative input on his or her evaluation if he or she selects another means to initiate communication with emergency responders or appropriate school personnel. If any app a teacher chooses to install on a personal device for the purposes of his or her employment has the ability to actively or passively track his or her location, that data cannot be used for evaluative or disciplinary purposes. No teacher shall be disciplined if he or she accidentally activates an app or software program that initiates contact with emergency responders or school personnel or if the app is activated when the personal device is outside of the teacher's possession.

T. Teachers shall not be required to complete home visits, unless it is shown that it is a federal or state requirement for a grant or statute or if it is contained within the job description for the position. If applicable, teachers are authorized to meet at a site other than the home. In accordance with the Department of Health and Human Services Administration for Children and Families Head Start Program Standards, visits may take place at a program site or another safe location that affords privacy at the parent's request, or if a visit to the home presents significant safety hazards for staff Additionally, upon request, the administrator will designate personnel to accompany the teacher on home visits.

U. The employee shall be given notice of the district's intent to file a legally sufficient complaint with the Department of Education when statute or law allows the district to do so.

V. If it is deemed necessary to place a camera in an area identified by the district as a mass congregation area, every effort shall be made not to place a video and/or recording device with direct view of a teacher desk; exceptions may be made for safety if there is no other possible location for the device to fully cover an area.

ARTICLE VIII - JROTC (TYPE "G" EMPLOYEES)

A. There are three type "G" employees. Each of the three types follow a specific Days of Service Calendar.

1. "GA" – 10-month employee, follows the teacher calendar and incorporates 196 paid days defined as 190 workdays and 6 holiday/annual leave days.

2. "G7" – 11-month employee – A G7 employee begins their work year ten (10) workdays prior to the beginning of preplanning and ends their work year ten (10) workdays after the last day of post planning. Anything in this Agreement to the contrary notwithstanding, the Days of Service calendar for eleven (11) month employees shall be the calendar G7 employees follow. This calendar includes 218 paid days defined as 211 workdays and 7 holiday/annual leave days.

3. "GL" – 12-month employees. This calendar includes 245 (or 246 depending upon the year) paid days defined as 238 (or 239) workdays and 7 holiday/annual leave days.

B. The contract year for Type "G" employees shall be July 1 through June 30. Workdays are specified in the annual days of service calendar for each group.

C. Salary – The Board shall pay Type "G" employees the difference between their active duty pay (including allowances which are an appropriate part thereof as designated by the branch of the employee's military service) and their retirement pay from the military, provided the Board is reimbursed one-half (1/2) the cost of the same from the military.

1. Type “G” employees shall receive rank differentials as provided in Article XVII, effective 1986-87 school year. In the event a JROTC teacher’s active duty pay would be less than the amount he/she would receive as a Type E employee, the JROTC teacher shall receive the higher amount.

2. Minimum Instructor Pay (MIPS) for all branches of service is calculated from information provided from instructor’s branch of service. Provided that all information has been supplied by the Defense Finance and Accounting Services (DFAS), adjustments will be made to base salary in April of each year.

    a. Overpayments and/or underpayments made due to miscalculations or errors in information provided by Defense Finance and Accounting Services will require adjustments to affected instructor’s base salary. District will be held harmless for errors made by Defense Finance and Accounting Services.

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

E. Type “G” employees shall earn no administrative leave.

F. Specific to the JROTC branch of the Air Force, upon separation from the district of a current eleven (11) month “G7” airman/airwoman, the newly hired airman/airwoman will serve in a ten (10) month “GA” position.

G. Specific to the JROTC branch of the Army, upon separation from the district of a current twelve (12) month “GL” Army soldier, the newly hired soldier will serve in a ten “GA” (10) month “GA” position.

H. Effective July 1 of each year, Type “GL” employees shall be credited with paid vacation leave at an accrual rate of two and one-half (2-12) days for each calendar month the teacher is regularly employed.

1. Vacation days shall not be used on those days designated as workdays as provided herein.

2. Type “G” employees shall receive no reimbursement for such loss of accrued vacation leave.

3. Vacation day accrual resets to zero (0) July 1 of each fiscal year. A “GL” instructor whose contract year ends June 30, and who’s last workday is June 30 or prior, but whose retirement date is July 31, receives his/her respective accrued vacation pay for that fiscal year ending June 30.

4. Twelve (12) month, Type “GL” employees may be eligible for vacation pay on their last year of service based on the month of separation.

5. The daily rate of pay for Type "G" employees shall be computed at one two hundred and forty-fifth (1/245) (or one two hundred and forty-sixth (1/246) of their applicable annual salary.

6. Advanced degree supplements will be paid in compliance with Article XVII.D.

ARTICLE IX - STUDENT/INTERN ASSIGNMENTS

A. Teacher acceptance of student teacher or teacher intern assignments shall be voluntary.

B. Money or other similar consideration earmarked for the teacher as a result of student teacher or teacher intern assignments which has been received by the Board shall be transmitted to said teacher.

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

ARTICLE X - SAFETY AND HEALTH

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

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

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

D. Drug Free Workplace

1. Brevard Public Schools maintains a drug free workplace through its implementation of Board Policy 3124 and ap3124 Drug Free Workplace Technical Guide. This policy is guided by F.S. 440 on Workers' Compensation, 20 U.S.C. Omnibus Transportation Testing Act of 1991, 20 U.S.C. 701-706 Rehabilitative Act 1973 and 41 U.S.C. 701 et seq., Drug Free Workplace Act of 1988 among other Federal and State requirements for public school districts. Violations of Board Policy 3124 may result in termination according to the policy. If termination occurs, Brevard Federation of Teachers may utilize the terms in Article IV of this agreement to grieve the termination.

2. A teacher who reports a workplace accident/incident will declare whether or not he/she was injured while making the report. Teachers not claiming injury will not be sent for post-accident drug/alcohol screening. Should the teacher self-determine an injury occurred after the initial report has been made, the drug/alcohol post-accident screening will take place at that time.

3. Disciplinary action may be instituted against employees who have violated standards of conduct cited in this guide, and who the Board believes will not be assisted by rehabilitation or who the Board believes will have or have had a negative impact on students and/or staff, pursuant to Board policy, applicable Florida statutes, or State Board of Education rules. Disciplinary sanctions, if appropriate, will be implemented as articulated in Board policy, applicable Florida statutes, State Board of Education Rules, and 34 C.F.R. 86.201(b). The Board may not discharge, discipline, discriminate against, or request or require rehabilitation of an employee on the sole basis of a positive drug test, excluding breathalyzer testing, that is not verified by a confirmation test. Nothing will preclude the Board from seeking prosecution of the Drug-Free Workplace policy where the Board deems appropriate. Board employees who self-report substance abuse problems, prior to any incident requiring the employee's drug testing, will be afforded employee assistance with the District Employee Assistance Program. Depending upon the substance involved, this may necessitate the employee requesting a leave from his/her position while he/she is in treatment. This leave will be charged to the employee's accrued time.

ARTICLE XI - POLITICAL ACTIVITY

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

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

ARTICLE XII - EMERGENCY SCHOOL CLOSING

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

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

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

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

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

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

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, within the planned instructional program as determined by normal instructional and/or administrative procedures as previously approved by the Board, and that meets Florida Statute and/or Florida Administrative Code for required instruction. 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, continue benefits under an insurance policy by paying all of the required premiums on a timely basis as prescribed by the Board provided all the conditions of such leave are met by the teacher.

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

3. Except as otherwise provided herein, all leave applications other than in emergency situations, shall be submitted at least ten (10) workdays in advance of the date the leave, if approved, would begin. Such ten (10) days advance submission requirement shall be waived in instances of sick leave, which preclude such notice. In emergency and other unforeseeable circumstances, leave of absence request will be submitted with appropriate documentation within ten (10) workdays after the date of such event.

Section B - Paid Leaves

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

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

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

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

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

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

      3) Sick leave will not be charged if an employee needs to attend a scheduled appointment at an employee well-care center or a virtual appointment. The

time allotted for this shall not exceed three (3) hours per year per employee. Absences under this section must be approved twenty-four (24) hours in advance and with receipt of verification of completion of appointment, sick time will not be charged to the employee. Administration will work with Marathon Health Clinics to reserve slots for teacher appointments between the hours of 3:00 p.m. and close each day.

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.

d. Sick Leave Transfer
A teacher may transfer up to eight (8) hours of sick leave to another teacher who has exhausted his or her sick leave. The recipient must need at least five (5) sick days to participate and provide documentation, by the treating physician, of the illness, accident, or injury. Sick leave will be transferred as needed on a first in, first out basis. The authorizing employee must have a minimum of five (5) sick days in order to participate.

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

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

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

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

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

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) 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 schoolwork.

b. Such leave or the balance thereof may accumulate from a school year to the next school year in the event of a continuation or recurrence of a specific injury sustained during the previous school year only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Personal litigation not related to a teacher's employment and litigation filed by the teacher against the district are excluded from this provision.

6. Bereavement Leave
Up to three (3) days of Bereavement Leave shall be granted to a teacher at the time of the death of a family member.

7. Parental Leave
   Parental Leave - Up to seven (7) days of parental leave shall be granted to any teacher within 30 (thirty) days of the date of delivery or adoption of a child.

   a. Such leave shall only be available during school year.

   b. This leave cannot be banked or sold.

   c. An application for leave accompanied by a written statement from a licensed medical physician verifying the pregnancy and setting forth the estimated date of birth shall be submitted to the principal no later than five (5) calendar weeks prior to estimated date of the child's birth. In the case of adoption, a written application for such leave shall be submitted to the principal within two (2) calendar weeks after approval for adoption by the recognized agency or source.

Section C - Military Leave of Absence

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

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

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

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

3. Military leave with pay will be granted in accordance with applicable state and federal laws without loss of time, pay or efficiency rating.

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

Section D - Unpaid Leaves

1. Maternity Leave

a. Any teacher shall be granted maternity leave without pay as provided below.

b. An application for leave accompanied by a written statement from a licensed medical physician verifying the pregnancy and setting forth the estimated date of confinement shall be submitted to the principal no later than five (5) calendar weeks prior to estimated date of confinement if the teacher plans to take maternity leave.

c. Such leave, if taken, shall commence on a date prior to the final estimated date of delivery of the child, such to be determined by the teacher.

d. The length of such leave shall be no longer than the balance of the school year in which the leave began.

e. Upon return from maternity leave the teacher shall furnish a certification by her doctor that she is medically able to perform her duties. This statement and all others to be furnished by the teacher's doctor shall be provided at the sole expense of the teacher.

f. A teacher who has been granted maternity leave may apply for an extension of such leave for child rearing. Upon approval such extension shall begin immediately following the expiration of maternity leave and be for a period of time not to exceed one (1) school year.

2. Extended Personal Leave

a. A teacher who has fathered a child may apply for a child rearing leave for a period not to exceed the balance of the school year in which the child is born, and upon proper reapplication, one (1) succeeding school year. Such leave shall be considered as personal leave without pay.

b. A teacher who has adopted a child may apply for adoption leave for a period not to exceed the balance of the school year in which such adoption shall occur, and upon proper reapplication, the next succeeding year. Written application for such leave shall be submitted to the principal within two (2) calendar weeks after approval for adoption by the recognized agency or source.

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

3. Advanced Study or Education Service Leave

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

   1) Exchange teaching program.
   2) Military teaching program.
   3) Full-time participation in the Peace Corps, Teacher Corps, or Job Corps.

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

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

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

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

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

5. Personal or Exhausted Sick Leave

   a. Personal leave without pay may be granted to teachers up to one (1) school year at the Board's discretion. Beginning with the 2021-2022 school year, annual contract teachers who take such leave shall be offered a district binder prior to a district binder being offered to any potential new hire in the Spring/Summer of that year in his/her area of certification.

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

ARTICLE XV - REDUCTION IN FORCE

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

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

2. The Board shall identify the instructional assignment(s) [grade(s)/subject(s)/special area(s)], to be reduced across the district. In excluding teachers from reappointment, the district shall first non-reappoint teachers whose most recent evaluation is Unsatisfactory. Next the district shall non-reappoint those teachers whose most recent evaluation is Needs Improvement. Next the district shall non-reappoint those teachers who most recent evaluation is Effective. In any cases of a tie among teachers of the same evaluation rating, the next determinant to be used shall be the area of certification then the years of continuous, creditable years of teaching experience, in which teachers with the most years of experience being the last to be identified for reduction in force.

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

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

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

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

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

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

ARTICLE XVI - WELFARE

Section A – Health Insurance
Effective January 1, 2022, the Board agrees to contribute to the district benefits plan for teachers electing the Brevard Public Schools Health Plan.

1. Effective January 1, 2022, the in-network deductible will be as follows:

    a. If eligible employees and their covered spouse complete a Health Risk Assessment and a biometrics screening, at no cost to them, the in-network health plan deductible will be $750.00/individual and $1,250.00/family on the Silver Plan and $1,500/individual and $3,000/family on the Gold Plan.

    b. If eligible employees and their covered spouse do not complete both a Health Risk Assessment and a biometrics screening, at no cost to them, the in-network deductible will be $1,750.00/individual and $3,500.00/family on the Silver Plan and $2,500/individual and $5,000/family on the Gold Plan.

The Union shall be invited to submit to the Board written recommendations as to the content of bid specifications for the district hospitalization/medical options and benefit plans as provided herein. The Union shall be provided a copy of such final bid specifications prior to such being recommended to the School Board for approval. For calendar year 2022, the Board will offer a medical plan option.

Section B - Vision Insurance
A vision insurance plan in which each teacher may choose to participate as a payroll deduction will be offered. Such plan shall include the option of dependent coverage which each teacher may choose to take as a payroll deduction.

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

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

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

Section F - Insurance Committee
No less than three (3) members of the Superintendent's Insurance Advisory Committee shall be named by the Union's President or designee. If the proportion of teachers to non-teachers on such committee shall be altered, the Union President or designee shall have the right to name additional teacher(s) so the composition of such committee shall remain the same as the ratio with prevailed during the 1981-1982 school year.

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

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

Section I - Benefits Eligibility

1. For benefits eligibility purposes only, a REGULAR FULL-TIME TEACHER shall mean a teacher who is appointed to work a minimum of thirty-two (32) hours per week.

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

3. Benefits eligibility for substitute, part-time and short-term contract teachers as well as those who work twenty-five (25) or fewer hours each week, and are subsequently hired to a regular, full-time position may enroll in employee benefits within the first thirty (30) days of their hire as a regular full-time teacher. Employee benefits for these full-time teachers that enroll within the first thirty (30) days of their initial hire

as a full-time teacher will be in effect starting on the teacher's forty-sixth (46th) day of employment as a regular full-time teacher.

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

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

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

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

2. The teacher has received written approval from the school principal for the teacher to place the property at his/her worksite.

3. The teacher has provided the principal with written documentation as to the current market value of the property.

4. The teacher has taken reasonable precautionary measures to protect the property against damage, theft, loss, or other covered perils.
5. The maximum claim limit for each loss shall be $300 per item.

6. The teacher shall pay the first $50 per item as his/her deductible amount.

7. Procedures, forms, and information necessary for the processing of claims shall be developed by the District and the Union and provided to each school.

8. The approval or rejection of a claim filed under this coverage shall not be subject to the grievance procedure of this Agreement.

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

Section N - Retroactivity of Contribution (Premium) Collections
Payroll deductions for employee contributions (premiums) for insurance benefits shall be retroactive to January 1 of each insurance plan year should the Union and Board fail to approve and ratify agreement as to those contributions (premiums) prior to January 1 of each calendar year.

ARTICLE XVII – SALARY

A. The base salaries for all Type "E" and Type "J" employees shall be as set forth in this Article. The base salaries of all Type "G" teachers shall be set forth in Article VIII of this Agreement. Below is the grandfathered Salary Schedule for 2021-22 and the Pay-for-Performance Model:

2021-2022 SALARY SCHEDULES

	Grandfathered Ranges		Pay for Performance Ranges	
AA	38940	46800	46800	46800
BB	38604	46800	46800	46800
CC	39121	47303	46800	46800
DD	39743	47925	46800	46800
EE	40467	48649	46800	46800
FF	41399	49581	46800	46800
GG	42538	50720	46800	46800
HH	43884	52066	46800	46800
II	45333	53515	46800	46800
JJ	46990	55172	47726	55133
KK	48854	57036	49590	56997
LL	50925	59107	51661	58973
MM	53202	61384	53938	61345
NN	55584	63676	56320	63727
OO	59145	67327	59881	67288

In cases were a teacher takes an approved medical leave during the year from which the Summative Part 2 score is derived but works the equivalent of two (2) nine-week grading periods (99 days or more) for that school year and received a full Summative Part 1 and Summative Part 2 evaluation, the teacher will be eligible for pay for Performance.

To be eligible for the salary increase, members of the bargaining unit must be employed with the district at time of payout.

Brevard Public Schools
Instructional Placement Schedule 2021 – 2022

Initial placement with the following years of experience based on 196 Days, 8.0-hour workday.

Years listed below ONLY apply to newly hired EMPLOYEES with a start date on or after 07/01/2021.

YEARS OF EXPERIENCE	SALARY
0-20	$46,800
21-22	$48,576
23-24	$50,440
25	$52,511
26	$54,788
27	$57,170
28+	$60,731

During the 2010-2011 Legislative session, the Student Success Act (SB 736) was passed and one of the provisions of this bill addressed advanced degrees. The language states: *"A District school board may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired after July 1, 2011, unless the advanced degree is held in an individual's area of certification and is only a salary supplement".*

The district has adopted a Pay-for-Performance Salary Schedule as set forth in Florida Statute 1012.22 that provides annual salary adjustments for instructional personnel based upon performance determined under Florida Statute, 1012.34, rather than on years of experience. The placement schedule above reflects initial placement only.

The 2015-2016 amended salary schedule will become known as the "Grandfathered" salary schedule.

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

Teachers shall accrue annual leave consistent with board policies for all other 12-month employees.
Movement of employees on the Instructional Salary Schedule is accomplished only through negotiations between the Union and the Board subject to the provisions of Chapter 447, F.S. It is further understood that upon expiration of the Agreement, incremental steps on the salary schedule are subject to renegotiations and are not automatically payable until such time as a new salary schedule has been ratified.

Except as otherwise provided herein, a teacher who is assigned to work in an instructional capacity involving direct contact with students, e.g., elementary school foreign language programs, and when such assignments are during the teacher's normal work year and beyond the normal teacher forty (40) hour workweek, time spent on such assignments shall be paid at

the affected teacher's hourly rate. For each one hour of work time, the teacher shall be scheduled for no less than fifteen (15) minutes of preparation time.

A teacher must have worked a minimum of two consecutive nine-week grading periods in the same school with the same students to be eligible for the district's state-approved Pay for Performance Program.

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

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

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

DEGREE	AMOUNT
Masters	$2,730
Specialist	$4,056
Doctorate	$5,408

During the 2010-2011 Legislative session, the Student Success Act (SB 736) was passed and one of the provisions of this bill addressed advanced degrees. The language states: "A District school board may not use advanced degrees in setting a salary schedule for instructional personnel or school administrators hired after July 1, 2011, unless the advanced degree is held in an individual's area of certification and is only a salary supplement".
For those teachers hired on or after July 1, 2011, an advanced degree shall be deemed held in the individual's area of certification in accordance with section 1012.22(1)(c)3, Fla Stat. Florida Statutes (20128), if the official transcript issued by the accredited post-secondary educational institution or an authorized clarifying letter from the educational institution, submitted directly from the university on letterhead in a sealed envelope, clearly and specifically provides a major, concentration, or specialization in the individual's certification subject (e.g. mathematics, English, Elementary Education). The Bureau of Education Certification Degree Major List of the Florida Department of Education shall be used by the district as a tool in determining whether the advanced degree major is acceptable for the supplement. Once documentation is provided and verified, the teacher will begin receiving the supplement pay from the date of

verification forward. Teachers hired on or after July 1, 2011, may submit advanced supplement documentation as described above; however, payment will not begin until the verification process has been completed. No retroactive payments will be made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

M. Compensation for adult education teaching and/or summer school teaching shall be as determined by the Board except as provided in Article XXV.

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

1. The teacher receives an overall "needs to improve" on his/her annual evaluation. The teacher's movement on the salary schedule shall be frozen for the subsequent school year(s) until that teacher demonstrates "effective" performance.

2. The teacher receives an overall "unsatisfactory" on his/her annual evaluation. The teacher's movement on the salary schedule shall be frozen for the subsequent school year(s) until that teacher demonstrates "effective" performance.

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

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

P. At the start of the 12th year as a teacher with Brevard Public Schools, teachers will receive a $1,200 recurring longevity supplement that is eligible for the Florida Retirement System. The supplement will be divided equally amongst a teacher's paychecks.

ARTICLE XVIII - DIFFERENTIATED PAY PLAN

A. The Board shall make an effort to find teacher volunteers for all positions pursuant to this Article. Part of such effort shall include e-mailing all teachers. The principal shall establish minimum qualifications for differentiated pay positions within a school and shall review all applicants who meet the minimum qualifications and make his/her determination as to who should fill the position. When other factors are judged to be equal, it is the intent of the district that teacher applicant(s) from the school with the vacant position shall be chosen.

B. Paid extracurricular duty and differentiated pay positions shall be those set forth in this Article.

C. No compensation for any differentiated pay positions shall be paid from cost center internal accounts unless expressly provided herein.

D. Teachers participating in supervisory duties of events unrelated to the necessary operation of the schools outside the normal teacher workweek and which generate funds, including but not limited to athletic events, dances, and other social functions, shall be compensated at ten dollars and zero cents ($10.00) per hour.

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

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

G. In the event an elementary teacher plans to engage in an activity which he/she views as qualifying for a special Elementary Program differential, the teacher may submit a

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

H. Schedule of Differentiated Pay

Professional	Less 6 years	6+ years
Alternative Learning Teacher	1,100	N/A
Auditorium manager	550	N/A
Combination Team Leader & Dept Head (middle)	1023	1125
Coordinating Unit	2962	N/A
Department Head (high)	889	977
Department Head (middle)	889	977
ESE Staffing Specialist*	5500	N/A
Identified ESF Content Specialists and others with District Impact	2500	N/A
Lead Mentor	300	N/A
Mentoring – 1 New Teacher	165	N/A
Mentoring – 2+ New Teacher	300	N/A
Optional Class	3509	N/A
Partners In Education (PIE)	300	N/A
Pre-K- Diagnostician	5500	N/A
Resource Full (n/a to Adult Ed)	5500	N/A
Resource Half (n/a to Adult Ed)	2750	N/A
Special Programs (Up to 5) (elementary)	458	504
Team Leader (middle)	889	977
Unique Program Area (funded by internal account)	807	889
Vocational Programs (approved programs)**	458	504

Extra- Curricular	Less 6 years	6+ years
Class sponsor (senior)	673	740
Class sponsor (junior)	673	740
Dance Corp	807	889
District Memory Match league (senior)	673	740
Forensics (Speech & Debate) (senior)	1346	1481
Forensics (Speech & Debate) (middle)	1023	1125
Future Educators Club of America	458	504

Future Problem Solving (two per school)	528	581
Honor Society (high)	458	504
Honor Society (middle)	458	504
Lego Robotics (elementary)	458	N/A
Literary magazine (senior)	404	444
Memory Match (Quiz Bowl)	1023	1125
Newspaper (high)	1266	1393
Newspaper (middle)	1023	1125
Odyssey of the mind (3 per school)	350	385
Regional Science Fair Coordinator	1562	1718
Robotics (middle/high) 2 per school	770	N/A
School Safety Patrol	807	889
SECME or Math Counts	458	504
Service Club	458	504
Social Media	300	N/A
Student Government (high)	943	1036
Student Government (middle)	807	889

Co-Curricular	Less 6 years	6+ years
Band (senior)	2,662	2800
Band Asst. Director (high)	1,551	1,718
Band Asst. Director (middle)	807	889
Band Marching Band	1023	1125
Band (middle)	1562	1718
Choral (middle)	1333	1466
Choral (senior)	2319	2550
Drama (senior)	1562	1718
Drama (middle)	1023	1125
Elementary Music	889	978
Orchestra (senior)	2319	2550
Orchestra (middle)	1333	1466
ROTC (Masters)	2625	N/A
ROTC Drill Team/Color Guard/Rifle Team/Drum & Bugle (One activity as listed per school)	673	740
Science Research Specialist Teacher	2209	2429
Yearbook (senior)	1266	1392
Yearbook (middle)	1023	1125

Extra Duty – Transportation $8.00 per ride
*To be paid to persons on the Instructional Salary Schedule Only.

**In Vocational Clubs with more than one sponsor in the same club, each sponsor will receive an amount equal to one-half of the designated differential rounded up to the next $5.00.
Foreign Language – district or higher-level competition: $130.00 per competition

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

Inservice preparation and teaching
(Maximum of five hours Per day) $ 22.50 per hour

Homebound Instruction (including travel) $ 25.00 per hour

Summer Training rate per hour $ 15.00 per hour

Pay for Performance Supplements
Statutory Supplements –
a. Title I; Critical Shortage; D or F schools $ 165.00

b. Teacher Leaders – Peer Coaching; Mentor Teacher (per "Professional" differentiated pay schedule), Curriculum coach (with a commitment to provide a minimum of three site-based professional development opportunities targeting School Improvement Plan priority goals) $ 165.00

c. Speech Language Pathologists with the Certificate of Clinical Competence issued by the American Speech-Language-Hearing Association (ASHA) $ 275.00

d. Those teachers who hold certification from the National Board for Professional Teaching Standards shall receive a yearly supplement of $ 260.00

e. Certified Exceptional Student Education teachers that provide ESE services (includes those who teach students who are gifted and ESE support Specialists & ESE Support Facilitators) $ 835.00
Grant Management Supplements based upon Grant Award Amount and payable annually in the final teacher pay run for the fiscal year upon completion of all grant management responsibilities as verified by the principal or Superintendent or designee.

TIER	SUPPLEMENT	GRANT AMOUNT	DESCRIPTION
I	$ 250.00	$2,000-$5,000	1-2 hours per month beyond the normal workweek

II	$ 500.00	$5,000-$50,000	3-4 hours per month beyond the normal workweek
III	$ 1,000.00	$50,000 - $1M	4-5 hours per month beyond the normal workweek
IV	$ 1,500.00	$1M +	5+ hours per month beyond the normal workweek

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

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

Athletics	Less 6 years	6+ years
Athletic Business manager (senior)	2395	2993
Athletic Director-asst. (high school w/1200+)	1123	1404
Athletic Director (9th-12th)	5238	6548
Athletic Director (middle)	1123	1404
Athletic Trainer (1st semester) all sports	5500	N/A
Athletic Trainer (2nd Semester) all sports	5500	N/A
Athletic Trainer (1st semester) PT	2750	N/A
Athletic Trainer (2nd Semester) PT	2750	N/A
Baseball-Head	2918	3648
Baseball-Assistant	1572	1965
Baseball-head JV	1572	1965
Basketball-Head	2918	3648
Basketball-JV	1541	1926
Basketball-asst Varsity	1572	1965
Basketball-Middle School	1497	1871
Basketball-9th Grade	1497	1871
Bowling	1572	1965
Cheerleading Sponsor-Fall	1309	1637
Cheerleading Sponsor-Winter	1309	1637
Cheerleading Sponsor-JV Fall	1197	1497
Cheerleading Sponsor-JV Winter	1197	1497
Cheerleading Sponsor-9th Grade Fall	1123	1404
Cheerleading Sponsor-9th Grade Winter	1123	1404
Cheerleading Sponsor-Middle School Winter	1123	1404
Crew	1123	1404
Cross Country	1572	1965
Football-Head	3742	4677
Football-Head 9th Grade	1871	2340

Football Head JV	2395	2993
Football Assistant JV	2208	2760
Football-Asst (3 positions)	2395	2993
Football-9th grade asst. (if more 35 part)	1309	1637
Golf	1572	1965
Pool Manager	1572	1965
Soccer-Head	2918	3648
Soccer-Asst	1572	1965
Soccer-JV	1572	1965
Softball-Head	2918	3648
Softball-Head JV	1541	1926
Softball-Asst	1572	1965
Special Olympics	1572	1965
Swimming-Head	2918	3648
Swimming-Asst (2 positions)	1572	1965
Tennis	1572	1965
Track-Head	2918	3648
Track-Asst	1572	1965
Track (middle)	1123	1404
Volleyball-Head	2918	3648
Volleyball-JV	1572	1965
Volleyball -9th Grade	1497	1871
Wrestling-Head	2918	3648
Wrestling-JV	1572	1965

Additional Competition Levels:

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

Additional Compensation Schedule:

Head Football	$ 143.00
Assistant Football	$ 98.00
Head Basketball	$ 143.00
Assistant Basketball	$ 98.00
Head Baseball	$ 143.00
Assistant Baseball	$ 98.00
Volleyball	$ 143.00
Softball	$ 143.00
Band Director	$ 115.00
Assistant Band Director	$ 58.00

All others, including track, cross country, golf, wrestling, swimming, tennis, soccer, cheerleading sponsors, and academic club and team coaches: $ 86.00 per game/event

I. A "Difficult School Assignment" differentiated pay to be paid to all teachers at the Area Alternative Learning Centers and Juvenile Justice sites. The amount of the differential shall be $1,100.

J. Differentiated pay to teachers at schools designated by the State as a "F" school.
   1. The amount of the differential for all teachers who provide direct academic instruction shall be $1,200.00. These teachers may include:

      a. Pre-K-6 Teachers

      b. Title I teachers who regularly provide direct academic instruction.

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

      d. Exceptional Education teachers who regularly provide direct academic instruction.

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

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

ARTICLE XIX – NONDISCRIMINATION

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

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

ARTICLE XX - AVAILABILITY OF AGREEMENT

The agreement shall be made available to all teachers at the Board's web site – www.brevardschools.org and the Union's web site at http://bftteach.org. If the Agreement shall be printed by other than Board facilities, the Union may designate such printer and the Union shall pay all of the added cost above that which would be incurred if the Agreement were to be printed by Board facilities.

ARTICLE XXI - CONFORMITY TO LAW AND SAVINGS CLAUSE

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

ARTICLE XXII – MATTERS NOT PREVIOUSLY COVERED

A. The parties agree to negotiate in good faith.

B. Time and place for the purpose of negotiating shall be set by mutual agreement of the parties.

C. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party provided that the Union shall not select any employee of the Board who is not a teacher, and the Board shall not select any teacher. The parties mutually pledge that their representatives will be clothed with all the necessary power to make proposals, counter proposals, and to reach tentative agreement on items being negotiated.

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

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

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

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

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

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

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

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

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

If to the Union:
1007 South Florida Avenue
Rockledge, FL 32955
(321) 636-3323

If to the Board:
2700 Judge Fran Jamieson Way
Viera, FL 32940-6601
(321) 633-1000, extension 11265

ARTICLE XXIII- RIGHTS OF THE BOARD

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

ARTICLE XXIV - DURATION OF AGREEMENT

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

B. This Agreement shall be effective until midnight the day immediately preceding the first day of the beginning of the 2021-2022 teacher work year. Salary and Benefits will be

negotiated for the 2022-23 contract. Each party shall bring no more than two language proposals to negotiations for the 2022-23 contract.

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

ARTICLE XXV - SUMMER EMPLOYMENT

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

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

APPENDIX A

Employee Hospitalization/Medical Plan

In addition to the employee benefits otherwise contained in the Collective Bargaining Agreement between the parties, the following employee benefits and other pertinent information shall become effective upon ratification by the employees and the School Board. Upon ratification these benefit plan rates are effective for the period of January 1, 2022, to December 31, 2022. Starting January 1, 2022, the Board will offer two separate employee health plans for staff to choose from:

1. **SILVER PLAN** premiums per month will be as follows:

Type	Premium Amount	Board Contribution	Employee Contribution
Employee	$ 612.39	$ 559.28	$ 106.67
Employee / Spouse	$ 1,350.71	$ 1,024.97	$ 443.87
Employee/Children	$ 1,103.72	$ 921.98	$ 278.27
Employee/Family	$ 1,841.06	$ 1,440.51	$ 561.47

Surcharge of $250.00 per month for a Spouse with medical insurance elsewhere.
Surcharge of $50.00 per month if employee or covered spouse uses tobacco.

2. **GOLD PLAN** premiums per month will be as follows:

Type	Premium Amount	Board Contribution	Employee Contribution
Employee	$ 638.39	$ 561.55	$ 132.67
Employee / Spouse	$ 1,430.71	$ 1,031.97	$ 523.87
Employee/Children	$ 1,153.72	$ 926.35	$ 328.27
Employee/Family	$ 1,931.06	$ 1,448.38	$ 651.47

Surcharge of $250.00 per month for a Spouse with medical insurance elsewhere.
Surcharge of $50.00 per month if employee or covered spouse uses tobacco.

Prescription Drug Plan

The prescription drug plan is available as part of the BPS Health Plan. Prescription drugs, limited to a thirty (30) day supply are paid at 100% at participating pharmacies, after a $20.00 co-payment for generic; $50.00 co-payment for preferred brand-name drugs; and $150.00 co-payment for non-preferred brand name drugs. The above co-payments will be applied to each prescription and each refill.

Retail and Mail order service for long-term maintenance prescription drugs is available, limited to a 90-day supply. Mail 90, there is a $40.00 co-payment for generic drugs, $100.00 co-payment for preferred brand-name drugs, and -$300.00 co-payment for non-preferred brand-name drugs.

Retail 90, co-payments are $60.00 for generic drugs, $150.00 co-payment for preferred brand-name drugs and $450.00 co-payment for non-preferred brand-name drugs. The prescription drug plan has an annual out-of-pocket maximum of $2200.00 individual/$4200.00 for two or more.

Specialty drugs will be filled by the Pharmacy Benefit Manager's (PBM's) Specialty Pharmacy Home Delivery Program. This change will be phased in to allow the employee to retain two specialty fills before the required switch to the PBM's Specialty Pharmacy.

The Silver Plan and Gold Plan prescription drug plan has an in-network annual out-of-pocket maximum of $2,200 individual / $4,400 for two or more.

Mental Health Plan
The Mental Health Plan services are provided. This plan is available through the Brevard Public BPS Health Plan.

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

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

BPS Health Plan "Gold Plan" Schedule of Benefits for Calendar Year 2022

Benefit Feature	In-Network Employee Pays		Out-of-Network Employee Pays
Lifetime / Annual Maximum	None		
Calendar Year Deductible (**CYD**) / Applies to coinsurance not to copays: Completed Biometric & Health Assessment ONLY Covered Employee OR Covered Spouse completed Biom & HA Did Not Complete Biometric or Health Assessment	$1,500 individual - $3,000 2 or more $2,000 individual - $4,000 2 or more $2,500 individual - $5,000 2 or more		$3,000 individual - $6,000 2 or more $4,000 individual - $8,000 2 or more $5,000 individual - $10,000 2 or more
Out-of-Pocket (OOP) Maximum Per Calendar Year *** (Medical) Both partners work for School Board = Married Combined Household	$5,500 individual - $11,000 2 or more		$12,500 individual - $25,000 2 or more
	Copay	**Coinsurance**	**Coinsurance**
In-Patient Hospital; average semi-private rate	$900 copay	CYD then 20% coinsurance	CYD then 50% coinsurance
In-Patient Mental Health & Substance Abuse	$900 copay	CYD then 20% coinsurance	CYD then 50% coinsurance
Outpatient Surgery	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Emergency Room	$450 copay, CYD then 20% coinsurance		
Office Visit – PCP or Mental Health	Copays: CCD $30; Non-CCD $45	$0	CYD then 50% coinsurance
Office Visit – Specialist	Copays: CCD $50; Non-CCD $75	$0	CYD then 50% coinsurance
Acupuncture -limited to twelve (12) visits a calendar year -PCP office	$30 copay	$0	CYD then 50% coinsurance
Acupuncture -limited to twelve (12) visits a calendar year -Specialist	$50 copay	$0	CYD then 50% coinsurance
BPS Well-Care Centers	$0 copay		
BPS Preferred Health Centers	$30 copay		
Urgent Care Center/Convenience Care	$75 copay		
Preventive Care Benefits* such as:	Subject to Health Care Reform (PPACA) Preventive Care Benefits are 100% covered within Clinical Guidelines based on age and gender		
Well-Baby Exam, Well-Child Exam, Annual Well-Adult Exam			CYD then 50% coinsurance
Colonoscopy, Mammography, PAP, & PSA Screenings			CYD then 50% coinsurance
Ambulance Services	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Major Diagnostic Services (e.g., x-rays, MRI, PET etc.)	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Maternity Care	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Outpatient Hospital Facility including but not limited to ambulatory surgery, diagnostic, rehabilitation	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Contracted Laboratory Services - Physician Office or Preferred Lab (Quest or LabCorp)	$0	$0	CYD then 50% coinsurance
Chiropractic Coverage - limited to twenty (20) visits per calendar yr	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Short-term rehabilitative Services (**PT, ST, OT, pulmonary) Limited to a combined sixty (60) visits/ calendar year	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Chemotherapy, Radiation Therapy at outpatient facility	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Skilled Nursing Facility (includes rehab hospital & sub-acute facilities - limited to 120 days per calendar year)	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Home Health Care – Multiple visits can occur in one day' with a visit defined as a period of 2 hours or less to a max of 8 visits/day	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Durable Medical Equipment (includes Diabetes Supplies)	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Hospice	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Cardiac Rehabilitative Services - Limited to 36 visits per calendar year	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Transplant Services -Max benefit for trans, lodging & meals $10,000, subject to guidelines in Section IV of the plan document. (SPD)	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
External Prosthetic Devices	$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Penalty for failure to pre-certify listed procedures	$0	$0	15% reduction in allowance of benefits

* For more information regarding the preventive care recommendations that are covered, please see the federal government website: http://www.healthcare.gov/center/regulations/prevention/recommendations.html

** PT – Physical Therapy, ST – Speech Therapy, OT – Occupational Therapy

*** Calendar Year Deductible, copay, and coinsurance all apply to the Out-of-Pocket Maximum per year.

Note: This schedule is subject to change. This benefit summary is for informational purposes and is not to be construed as a contract or complete analysis of the coverage. The provisions of the actual policy as described in the Summary Plan Description (SPD) will prevail. The SPD can be found at www.brevardschools.org.

BPS Health Plan "Silver Plan" Schedule of Benefits for Calendar Year 2022

Benefit Feature	In-Network Employee Pays		Out-of-Network Employee Pays
Lifetime / Annual Maximum	None		
Calendar Year Deductible (**CYD**) / Applies to coinsurance not to copays: Completed Biometric & Health Assessment ONLY Covered Employee OR Covered Spouse Completed Biom & HA Did Not Complete Biometric or Health Assessment	$ 750 individual - $1,500 2 or more $1,250 individual - $2,500 2 or more $1,750 individual - $3,500 2 or more		$1,250 individual - $2,500 2 or more $2,250 individual - $4,500 2 or more $3,250 individual - $6,500 2 or more
Out-of-Pocket (OOP) Maximum Per Calendar Year *** (Medical) Both partners work for School Board = Married Combined Household	$4,500 individual - $9,000 2 or more		$6,500 individual - $13,000 2 or more
	Copay	**Coinsurance**	**Coinsurance**
In-Patient Hospital; average semi-private rate	$600 copay	CYD then 20% coinsurance	CYD then 40% coinsurance
In-Patient Mental Health & Substance Abuse	$600 copay	CYD then 20% coinsurance	CYD then 40% coinsurance
Outpatient Surgery	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Emergency Room	$300 copay, CYD then 20% coinsurance		
Office Visit – PCP or Mental Health	$30 copay	$0	CYD then 40% coinsurance
Office Visit – Specialist	$50 copay	$0	CYD then 40% coinsurance
Acupuncture -limited to twelve (12) visits a calendar year -PCP office	$30 copay	$0	CYD then 40% coinsurance
Acupuncture -limited to twelve (12) visits a calendar year -Specialist	$50 copay	$0	CYD then 40% coinsurance
BPS Well-Care Centers	$0 copay		
BPS Preferred Health Centers	$30 copay		
Urgent Care Center/Convenience Care	$50 copay		
Preventive Care Benefits* such as:	Subject to Health Care Reform (PPACA) Preventive Care Benefits are 100% covered within Clinical Guidelines based on age and gender		
Well-Baby Exam, Well-Child Exam, Annual Well-Adult Exam			CYD then 40% coinsurance
Colonoscopy, Mammography, PAP, & PSA Screenings			CYD then 40% coinsurance
Ambulance Services	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Major Diagnostic Services (e.g., x-rays, MRI, PET etc.)	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Maternity Care	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Outpatient Hospital Facility including but not limited to ambulatory surgery, diagnostic, rehabilitation	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Contracted Laboratory Services - Physician Office or Preferred Lab (Quest or LabCorp)	$0	$0	CYD then 40% coinsurance
Chiropractic Coverage - limited to twenty (20) visits per calendar yr	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Short-term rehabilitative Services (**PT, ST, OT, pulmonary) Limited to a combined sixty (60) visits/ calendar year	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Chemotherapy, Radiation Therapy at outpatient facility	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Skilled Nursing Facility (includes rehab hospital & sub-acute facilities - limited to 120 days per calendar year)	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Home Health Care – Multiple visits can occur in one day' with a visit defined as a period of 2 hours or less to a max of 8 visits/day	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Durable Medical Equipment (includes Diabetes Supplies)	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Hospice	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Cardiac Rehabilitative Services - Limited to 36 visits per calendar year	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Transplant Services -Max benefit for trans, lodging & meals $10,000, subject to guidelines in Section IV of the plan document. (SPD)	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
External Prosthetic Devices	$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Penalty for failure to pre-certify listed procedures	$0	$0	15% reduction in allowance of benefits

* For more information regarding the preventive care recommendations that are covered, please see the federal government website: http://www.healthcare.gov/center/regulations/prevention/recommendations.html

** PT – Physical Therapy, ST – Speech Therapy, OT – Occupational Therapy

*** Calendar Year Deductible, copay, and coinsurance all apply to the Out-of-Pocket Maximum per year.

Note: This schedule is subject to change. This benefit summary is for informational purposes and is not to be construed as a contract or complete analysis of the coverage. The provisions of the actual policy as described in the Summary Plan Description (SPD) will prevail. The SPD can be found at www.brevardschools.org.

Brevard Public Schools Health Plan
Schedule of Benefits for Calendar Year 2022

APPENDIX B

GRIEVANCE PROCESS

Step I to Step II

Event	Ten (10) Days	Three (3) Days	Three (3) Days	Five (5) Days
	File & Notify	Step I Meeting Held	Response to Step I Meeting	File Step II

Step II to Step III

Step II Filed	Five (5) Days	Seven (7) Days	Seven (7) Days
	Step II Meeting	Response to Step II Meeting	File Step III

Step III to Step IV

Step III Filed	Seven (7) Days	Seven (7) Days
	Step III Meeting	Response to Step III Meeting

EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 14th day of December 2021 to be effective as stated herein.

THE SCHOOL BOARD OF BREVARD COUNTY

By: _____
Chairperson

Attest: _____
Superintendent of Schools

Attest: _____
Chief Negotiator

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

By: _____
President/Chief Negotiator

BARGAINING TEAM MEMBERS

BOARD BARGAINING TEAM
Dr. Karyle Green – Chief Negotiator
Rosemary Browning – Assistant Negotiator

Melissa Braun
Bobby Pruett
Maggie Rassel
Antonia Scipio
Karen Strickland
Meara Trine

UNION BARGAINING TEAM
Anthony Colucci – Chief Negotiator/President
Vanessa Skipper – Vice President

Sandy Edwards
Bill Pearlman
Kyle Savage
Joe Scott
Meredith Spencer
Melissa Woods
Matt Yount

NONDISCRIMINATION NOTICE

The School Board of Brevard County, Florida prohibits discrimination on the basis of race, color, national origin, sex (including sexual orientation, transgender status, or gender identity), disability (including HIV, AIDS, sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information or any other factor protected under applicable federal, state, or local law in its educational programs, services or activities, or in its hiring or employment practices. The district also provides equal access to its facilities to the Boy Scouts and other patriotic youth groups, as required by the Boy Scouts of America Equal Access Act. Questions, complaints, or requests for additional information regarding discrimination or harassment may be sent to the following equity coordinators:

A student having a grievance concerning discrimination may contact:

Student/Public Equity/Exceptional Education/IDEA/504 Equity	Employee/Job Applicant Equity
Ms. Valerie Londono Title IX Coordinator 2700 Judge Fran Jamieson Way Melbourne, FL 32940 (321) 633-1000, Ext. 11438 titleix@brevardschools.org	Dr. Karyle Green Dir. Prof. Stds. & Labor Rel. 2700 Judge Fran Jamieson Way Melbourne, FL 32940 (321) 633-1000 Ext. 11265 green.karyle@brevardschools.org

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

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

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

Dr. Karyle Green
Dir. Prof. Stds. & Labor Rel.
2700 Judge Fran Jamieson Way
Melbourne, FL 32940
(321) 633-1000 Ext. 11265
green.karyle@brevardschools.org

This publication or portions of this publication can be made available to persons with disabilities in a variety of formats, including large print, Braille, or audiotape. Telephone or written requests should include your name, address, and telephone number. Requests should be made to Kim Parker, Exceptional Education Projects, 633-1000, extension 11535, at least two (2) weeks prior to the time you need the publication.

AGREEMENT THROUGH BARGAINING
BETWEEN
BREVARD PUBLIC SCHOOLS
AND
THE BREVARD FEDERATION OF TEACHERS
AGREED TO ON NOVEMBER 15, 2021

All members of the bargaining unit will receive a one-time $2000 bonus.

All members of the bargaining unit currently receiving the longevity supplement will receive an additional one-time $1100 bonus to be paid on or before March 11, 2022.

Anthony Colucci, President Brevard Federation of Teachers

Karyle Green, Ed.D. Chief Negotiator Brevard Public Schools

MEMORANDUM OF AGREEMENT
BETWEEN
BREVARD PUBLIC SCHOOLS
AND
THE BREVARD FEDERATION OF TEACHERS

Brevard Public Schools and the Brevard Federation of Teachers hereby confirm the following agreements related to schools that require teachers to work a 9-hour day.

Teachers who are employees at these sites at the end of the school year will receive a $1,000 retention bonus.

Anthony Colucci, President Brevard Federation of Teachers

Karyle Green, Ed.D., Chief Negotiator Brevard Public Schools Brevard Public Schools

MEMORANDUM OF AGREEMENT
BETWEEN
BREVARD PUBLIC SCHOOLS
AND
THE BREVARD FEDERATION OF TEACHERS

Brevard Public Schools and the Brevard Federation of Teachers hereby confirm the following agreements related to members of the bargaining unit presenting, attending, or supporting workshops, task force development or curriculum and/or instructional materials, and other such assignments which have district wide or area-wide application.

Members of the bargaining unit will be compensated their hourly rate for presenting, attending, or supporting workshops, task force development or curriculum and/or instructional materials, and other such assignments which have district wide or area-wide application when the assignment is on Saturday. Additionally, Article XVIII Section B doesn't prevent members of the bargaining unit to be paid their hourly rate when completing extra assignments beyond the normal teacher work week and Inservice preparation or teacher.

Anthony Colucci, President Brevard Federation of Teachers

Karyle Green, Ed.D., Chief Negotiator Brevard Public Schools

ACCEPT – November 8, 2021