

A G R E E M E N T

between the

SCHOOL BOARD OF BREVARD COUNTY



and the

**THE BREVARD FEDERATION OF TEACHERS,
Local 2098,
FLORIDA EDUCATION ASSOCIATION, AFL-
CIO, INC., AMERICAN FEDERATION OF
TEACHERS, NATIONAL EDUCATION
ASSOCIATION**



2012-2013 AND 2013-2014

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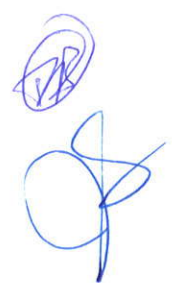
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AGREEMENT

This Agreement is made and entered into effective as of midnight January 22, 2013 by and between the School Board of Brevard County, Florida, hereinafter referred to as the "Board" and the Brevard Federation of Teachers, Local 2098, Florida Education Association, AFL-CIO, Inc., American Federation of Teachers, National Education Association, hereinafter referred to as the "Union."

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1 **ARTICLE I - RECOGNITION**

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

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

19 **ARTICLE II - DEFINITIONS**

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

24
25 B. **ASSAULT AND BATTERY**

26 1. An "assault" is an intentional, unlawful offer of
27 corporal injury to another by force, or exertion of force
28 directed toward another under such circumstances as
29 to create a reasonable fear of imminent peril. The
30 assault must be premised on affirmative act.

31
32 2. A "battery" consists of the intentional infliction of a harmful or
33 offensive contact on the person of another.

34
35 C. The term **BOARD** shall refer to the School Board of Brevard County and all
36 duly authorized representatives thereof.

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

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

43


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



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

12 **ARTICLE III - FAIR PRACTICES**

- 13
14 A. The Board hereby agrees that every teacher shall have the right to organize,
15 join, and support the Union. The Board agrees that it shall not directly or
16 indirectly discourage, deprive, or coerce any teacher in the enjoyment of any
17 rights conferred by this Agreement. The Board agrees that it will not
18 discriminate against any teacher with respect to wages, hours, or any terms
19 or conditions of employment by reason of membership in the Union,
20 participation in any activities of the Union, negotiations with the Board, or
21 institution of any grievance, complaint, or proceeding under this Agreement.
22
23 B. The Board agrees that employment application forms and oral interview
24 procedures for teachers shall continue to omit any required reference to the
25 applicant's membership in any employee organization which seeks collective
26 bargaining status.
27
28 C. The Board agrees not to require any teacher to complete an oath of loyalty
29 unless otherwise required by law.
30

31 **ARTICLE IV - GRIEVANCE PROCEDURE**

32 **Section A - Definitions**

- 33
34 1. 1. A grievance is an allegation, by a teacher(s) and/or the Union that
35 there has been a violation, misinterpretation, or misapplication of any
36 specific term(s) and provisions(s) of this agreement or an established
37 policy(ies) or practice(s) has been applied unfairly or inequitably.
38
39 2. As used in this Article, the term "teacher" shall mean either an
40 individual, a group of teachers having the same grievance, or the
41 Brevard Federation of Teachers.
42



4

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

4
5 4. As used in this Article, the term "day" shall mean a regular teacher
6 employment day except during the period of time outside the regular
7 contract year when the term "day" shall mean Monday through Friday.
8

9 **Section B - Procedures**

10 1. A representative of the Union shall have the right to be present and
11 present his/her views at any formal meeting held pursuant to this
12 Article. If the Union is not the grievant, it shall be notified of the time
13 and place of such formal meeting concurrently with the transmission of
14 notice to the teacher. In the processing of grievances, the teacher shall
15 have the right at his/her option to represent himself/herself at his/her
16 own expense, or at his/her own expense to be represented by some
17 other person of his/her choosing at any formal meeting held pursuant
18 to this Article.
19

20 2. When a grievance meeting requires the attendance of a particular
21 individual teacher, the time, date, and place for such meeting shall be
22 set by the appropriate administrator provided that if such meeting is
23 held before or after the affected teachers' workday, the times shall be
24 by mutual agreement between the parties.
25

26 3. If the grievant(s) fail to meet the specified time restrictions provided
27 herein, the grievance shall be deemed to be withdrawn.
28

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

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

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

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

14
15 **Step IV (Formal)**

- 16 a. Within sixteen (16) calendar days of the receipt of the Step III
17 response, the union, if not satisfied with the resolution at Step III,
18 may submit a written demand for arbitration to the American
19 Arbitration Association. The superintendent shall be concurrently
20 notified of such demand. The parties agree that the postmark date
21 shall be used to determine the date submitted. In the event the
22 superintendent's notification is provided in a manner other than
23 U.S. Mail, such notification shall be received in the Office of Labor
24 Relations as per the sixteen (16) calendar day timeline provided
25 herein. The American Arbitration Association shall furnish one or
26 more panels of arbitrators pursuant to its procedures. The parties
27 agree to subscribe to the then prevailing practices of the American
28 Arbitration Association.
- 29
30 b. The arbitrator shall schedule a hearing as promptly as possible.
31 He/She shall seek agreement of the parties as to the date of
32 hearing, but such shall be scheduled within thirty (30) calendar
33 days except as otherwise provided herein. The arbitrator shall
34 issue his/her decision not later than thirty (30) calendar days from
35 the date the hearing is concluded. Such decision shall be in writing
36 and shall set forth the arbitrator's opinion and conclusions on the
37 issues submitted. The decision shall be final and binding on the
38 parties.
- 39
40 c. The arbitrator shall be without power or authority to make any
41 decision contrary to or inconsistent with, or modify or vary in any
42 way the terms of this Agreement. He/She shall have no power to
43 add to, delete from, or modify in any way any of the provisions of



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

- 3
4 d. Fees and expenses of the arbitrator shall be shared equally by the
5 Board and the Union.
6

7 **Section C - General Provisions**

- 8 1. The right to proceed to the arbitration step of this procedure shall be
9 limited to the Union. Except for mutual written agreement to the
10 contrary, the Union's demand for arbitration shall be submitted so as to
11 limit the scope of each such demand to only one (1) grievance. The
12 parties agree that only subject to all of the conditions listed below, one
13 (1) or more grievance(s) may be concurrently considered in dispute at
14 the arbitration level only of the grievance procedure:
15
16 a. All such grievances shall have the same grievant;
17 b. All such grievances shall have the same date of event
18 giving rise to the grievance;
19 c. All such grievances must have been processed through
20 Step III as provided herein.
21
22 2. If the decision to be given by a teacher's principal or the superintendent
23 is not given within the respective times by said provisions specified, the
24 teacher shall have the right to proceed with his/her appeal to the next
25 step by giving notice of appeal or request for arbitration within the
26 same time to the same parties and in the same manner as he/she
27 would be required if a decision adverse to him/her had been rendered
28 on the outside date prescribed above for rendering decisions.
29
30 3. Time limits may be extended beyond those specified only upon actual
31 written agreement between the parties. Whenever illness or other
32 incapacity prohibits either party from attending a grievance meeting,
33 the time limits shall be extended until the affected party(ies) can be
34 present.
35
36 4. Any written notice to be given under Section B by the teacher to his/her
37 principal or to the superintendent may be given by hand by the teacher
38 or his/her representative or by mailing it by certified mail, return receipt
39 requested, addressed to the principal or the superintendent at their
40 respective offices. Any notice or decision to be given to the teacher
41 may be given to the teacher by hand by the principal or superintendent
42 or their representative or by mailing by certified mail, return receipt
43 requested, addressed to the teacher at his/her home address as shown
44 in the Board's records. Any notice or decision to be given to the Union

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

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

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

39 **ARTICLE V - UNION RIGHTS**

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

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

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

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

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

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

39 40 **Section B - Negotiations on School Time**

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

9


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

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

8
9 **Section C - Bulletin Boards**

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

30 **Section D - Union Meetings**

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

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

9
10 **Section E - Distribution of Literature**

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


24 **Section F - Superintendent - Union Conferences**

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

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

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

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



11

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

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

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

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

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

1 calendar days of his/her receipt of such list. If the Union President wishes to
2 select a teacher who is not on the anticipated committee list, he/she may do so
3 and that teacher will be added to the committee as the Union representative.
4 Such Union selected teacher shall meet the district requirements for committee
5 participation prior to such appointment as the Union representative.
6

7 **Section J - Teacher Directory**

8 Upon the written request of the Union President or designee, the Board shall
9 provide four (4) times each year, without cost a listing of teachers by school
10 which shall include their full names, full home mailing addresses, and their major
11 grade or subject assignment.
12

13 **Section K - Union Dues Deduction**

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

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



1 **Section L - Other Deductions**

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

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

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

- 21 1. The place in the meeting at which such announcements shall be given
22 shall be scheduled by the principal.
- 23
24 2. Sufficient time shall be allowed for announcements limited to official
25 Union business.
- 26
27 3. The principal shall provide a teacher with the opportunity to complete
28 Union bargaining and/or calendar surveys and/or to view presentations
29 on Educational Research and Dissemination (ER&D) programs and other
30 programs, which are endorsed by the district. Such programs must
31 have a direct application to the role of the teacher and the presenter
32 will be a person who is trained in such programs. Teacher attendance
33 at such presentations shall be voluntary unless such programs are a
34 required part of the regular faculty meeting.
- 35

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

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

- 41 1. The Union shall reimburse the Board the cost of all materials used and
42 any per-copy cost incurred by the Board.
- 43



- 1 2. The Union shall assume full responsibility for any damage to such
2 equipment.
- 3
- 4 3. The use of such equipment or materials shall not interfere with the
5 instructional nor administrative needs of the school.
- 6
- 7 4. The amount of such use of materials and supplies shall be promptly
8 reported to the principal in writing.
- 9
- 10 5. Equipment may not be removed from the site without the prior approval
11 of the principal.
- 12

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

14 If the Board shall conduct area-wide or district-wide meetings, gatherings,
15 and/or receptions for newly employed teachers for the purpose of providing
16 general employment information, the Union President shall be advised of such
17 meeting(s) and given the opportunity thereat to briefly welcome the teachers to
18 the district. The School Board is cordially invited to attend the Union's area-wide
19 or district-wide meetings, gatherings and receptions for newly employed teachers
20 for the purpose of providing general employment information.

21 **Section P - Exclusivity Rights**

22 Except as otherwise provided by law, rights granted to the Brevard Federation of
23 Teachers in Article V of this Agreement shall not be granted to any other union
24 or employee organization which is organized for the purpose of representing
25 teachers in collective bargaining.
26

27 **ARTICLE VI**

28 **GENERAL CONDITIONS OF EMPLOYMENT**

29

30 **Section A - Fair Employment Practices**

- 31 1. If the superintendent shall recommend the dismissal or non-renewal of
32 any teacher, the teacher shall be given written notice thereof with
33 reason(s) prior to final School Board action on such recommendation.
34
- 35 2. Upon receipt of the notice described in the preceding subsection, or
36 upon being advised that the superintendent intends to make such
37 recommendation for dismissal or non-renewal, the teacher shall, upon
38 written request filed with the superintendent no later than five (5)
39 calendar days following receipt of such recommendation or advice of
40 intention to recommend, have the right to a meeting with the
41 superintendent at which the teacher may advance reasons why such
42 dismissal or non-renewal should not be recommended to the School
43 Board.
44



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

5 As used herein, "demoted" shall not be construed to include a
6 determination of the Board to change any differentiated pay position
7 assignment or extracurricular duty assignment.
8

9 4. If it shall be ascertained that the disciplinary action taken against a
10 teacher resulted in loss of salary or other benefits without justification,
11 the teacher shall be restored such salary or other benefits to the extent
12 feasible. Such restoration shall include placement on the salary
13 schedule so that the teacher's salary shall be no less than the amount
14 that he/she was scheduled to receive prior to disciplinary action.
15

16 5. Teachers who no longer are employed by the Board shall retain the
17 right to grieve alleged violations of this Agreement, which occurred
18 during their employment or concurrent to their involuntary termination,
19 subject only to the provisions of Article IV.
20

21 **Section B - Calendar**

22 1. The regular school year of all Type "E" employees covered by this
23 Agreement shall consist of no more than one hundred eighty (180)
24 student days and one hundred ninety-six (196) teacher days inclusive of
25 paid holidays.
26

27 2. Time spent at parent-teacher conferences which are scheduled on the
28 school calendar as adopted by the Board is not subject to additional
29 financial compensation. Such time spent at parent-teacher conferences
30 shall be accruable subject to the compensatory time provisions of this
31 Agreement.
32

33 3. The following days shall be designated as paid teacher holidays during
34 the Fiscal Year 2012-2013 and 2013-2014:
35

2012-2013	2013-2014
37 a. September 3, 2012	a. September 2, 2013
38 b. November 12, 2012	b. November 11, 2013
39 c. November 22, 2012	c. November 28, 2013
40 d. November 23, 2012	d. November 29, 2013
41 e. January 1, 2013	e. January 1, 2014
42 f. January 21, 2013	f. January 20, 2014

43 

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



1 **Section C - School Day**

2 1. A teacher shall be entitled to a daily duty-free lunch period of no less
3 than thirty (30) minutes inclusive of the time to escort students to the
4 cafeteria, provided teachers assigned to self-contained exceptional
5 education classes shall be entitled to such duty-free lunch when
6 feasible. The forty (40) hour workweek shall be inclusive of the daily
7 lunch period. It is not the intent of the Board herein to preclude
8 reasonable duty-free lunch time not provided herein, where such may
9 be reasonably provided nor to preclude a principal from implementing
10 an alternative method of providing such duty-free lunch to a teacher for
11 whom duty-free lunch is not provided herein. All schedules for
12 teachers' lunch shall reflect the thirty (30) minutes provided for duty-
13 free lunch and may include the statement that the thirty (30) minutes
14 will include time to escort students to the cafeteria.

15
16 a. The principal is encouraged to consider the availability of all
17 nonbargaining unit personnel when assigning supervisory lunch
18 room duties.

19
20 b. Teachers of resource exceptional education classes shall not be
21 required to serve lunchroom supervision longer than a time equal
22 to the length of time allotted for individual students' lunch periods.

23
24 c. If a principal decides to close the school library in order for the
25 Media Specialist to serve lunchroom supervision, the principal is
26 encouraged to seek alternative procedures which will allow the
27 media center to remain open during such lunch serving time.

28
29 2. Except as provided herein, teachers who are assigned to teach in
30 elementary schools, middle schools, junior high schools, or high schools
31 shall be scheduled for a period of uninterrupted preparation time.

32
33 a. The use of such preparation time shall normally be for the purpose
34 of teacher preparation, student staffing, individual parent
35 conferences, department meetings, evaluation conferences, and
36 the like. It is not the intent of the parties for planning time to be
37 used for those purposes, which could be better accomplished by
38 utilizing a school-wide faculty meeting.

39
40 b. In the event a principal assigns a teacher to the class or classes of
41 an absent teacher and/or the teacher loses his/her preparation
42 time as a result of an assignment, compensatory time equal to the
43 amount of lost preparation time shall be made available to the
44 affected teacher for such preparation time.

- 1 c. The length of preparation time for teachers in middle schools,
2 junior high schools, and high schools shall normally be equal to the
3 length of the students' class period on the day preparation time is
4 granted. Except for schools with block scheduling, preparation time
5 for part-time teachers shall be scheduled pro rata.
6
- 7 d. Teachers in elementary schools shall be scheduled for no less than
8 two hundred sixty (260) minutes of preparation time during each
9 full five (5) day workweek. Sixty (60) of the two hundred sixty
10 (260) minutes may be outside the normal student day. If the
11 workweek is less than five (5) days, such preparation time shall be
12 reduced pro-rata fifty-two (52) minutes per day for each day
13 students are not scheduled to attend full time. It is the intent of the
14 parties that the allowance to schedule sixty (60) minutes of
15 planning time as provided herein, should not be used to lower the
16 amount of planning that has normally been scheduled during the
17 student day.
18
- 19 e. Except as otherwise provided herein, preparation time as provided
20 herein shall be scheduled within the six and one-half (6 1/2) hour
21 period of time immediately following the beginning of the normal
22 student day.
23
- 24 f. Classroom teachers assigned to teach in elementary schools shall
25 have two (2) of their five (5) forty (40) minute weekly preparation
26 times as "No meeting zones" for uninterrupted preparation time.
27 Each school will determine which days each week will be so
28 designated. Except in an emergency, the principal shall not adjust
29 the schedule.
30
- 31 g. Vocational Teachers with multi-period blocks of classes and/or
32 other teachers not normally assigned to class groups shall not be
33 entitled to preparation time as described herein. This latter group
34 includes, but is not limited to, counselors, occupational specialists,
35 alternative education teachers, area counselors, resource teachers
36 and media specialists not assigned a full class load. Multi-period
37 blocks of classes as used herein shall mean only those instances in
38 which a teacher's classes are scheduled in multi-period blocks for
39 the entire student day, e.g. three (3) classes of two (2) period
40 blocks in a six (6) period day. Provided that in the event of an
41 emergency, planning time as provided herein for an exceptional
42 education teacher may not be provided.
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- 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. Every reasonable effort shall be made to provide teachers required to attend a staffing with no less than ten (10) working days notice.
 - k. There shall be no expectation that an IEP be written more than a week before the IEP conference.
3. A teacher may leave the school site during his/her workday after signing out (manually or electronically) and notifying the principal or designee.
4. 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.
- 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. 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.
 - c. Assignments beyond the thirty (30) minutes in such workweek are subject to the compensatory time provisions of this Agreement.
5. 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

1 workweek, time spent at the parent conference shall be subject to
2 compensatory time provided that the principal and teacher have
3 prior mutual agreement that such parent conference time will
4 qualify for compensatory time. Parent conferences as used herein
5 are those parent conferences in addition to those found on the
6 school calendar as adopted by the Board. The requirement of
7 "prior mutual agreement" may be met by the principal establishing
8 a building policy.
9

- 10 b. In the event a principal assigns a teacher to perform duties which
11 require him/her to return to school for evening functions (e.g. open
12 houses, individual parent conferences, other such functions), time
13 spent at such assignments shall be accruable to compensatory
14 time. This does not preclude a teacher from applying for
15 compensatory time accrual for other duties beyond the forty (40)
16 hour workweek.
17
- 18 c. Requests to accrue compensatory time shall be submitted within
19 seven (7) workdays of the event and the principal shall act on the
20 request within four (4) workdays of submission by returning the
21 signed form. In the event the principal does not act on any
22 request for accrual of compensatory time within the specified time
23 frame the request shall be considered approved.
24
- 25 d. On any day that teachers are required or have mutually agreed
26 with the principal to return to school for evening activities, teachers
27 shall be released as soon as the student day has ended and
28 student supervisory duties have been completed.
29
- 30 e. In the event a teacher transfers during the school year from one
31 school to another, any unused compensatory time shall transfer
32 with the teacher subject to the following condition: Written
33 verification of accrued compensatory time shall be provided from
34 the sending principal to the receiving principal at the time of the
35 transfer.
36
- 37 f. Compensatory time shall only be accrued during the school year in
38 which it is earned.
39
- 40 6. The rules governing the utilization of compensatory time shall be as
41 follows:
42
- 43 a. Except as otherwise provided herein, compensatory time shall only
44 be utilized during the school year in which it is earned. Teachers



1 shall be given the opportunity to utilize their compensatory time, as
2 provided herein, and compensatory time shall not be carried forward
3 from one school year to another except as provided.
4

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

10
11 c. The principal shall act on requests for the utilization of compensatory
12 time within one (1) school day, if submitted two (2) school days prior
13 to the utilization. Other requests shall be acted upon within two (2)
14 school days of the request. In the event the principal does not act
15 on any request for the utilization of compensatory time within the
16 specified time frames, the request shall be considered approved. In
17 circumstances where the requesting teacher is not assigned to the
18 same worksite as his/her principal, such responses shall be extended
19 to three (3) school days. When a teacher applies for compensatory
20 time two (2) or more school days prior to the day compensatory time
21 is requested to be utilized, the teacher cannot be required to supply
22 his/her own substitute as a condition of approval for such
23 compensatory time request.
24

25 d. Time limits may be waived by the principal without precedent and
26 at his/her discretion.
27

28 e. Failure of a teacher to utilize approved compensatory time may
29 result, at the principal's discretion, in the reduction of such time from
30 the teacher's accrued compensatory time balance.
31

32 f. Up to sixteen (16) hours of unused compensatory time shall be
33 carried forward to the next school year.
34

35 g. Up to sixteen (16) hours of accrued compensatory time shall be
36 made available to that teacher for utilization during the normal
37 student day Nothing contained herein shall preclude a principal from
38 approving utilization of compensatory time during the student day
39 beyond the minimum guaranteed amount of sixteen (16) hours.
40

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

A handwritten signature in blue ink, consisting of a large, stylized 'J' followed by a flourish. Below the signature, there are two small circles containing the initials 'RB'.

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- i. In the event a principal denies the utilization of accumulated compensatory time on an inservice 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 inservice day or post-planning day. Provided that any sick leave taken on an inservice 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.
7. 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.
8. Reimbursement of mileage for teachers required to travel to another school(s) during the normal workday is as follows: After reporting for duty at a school, if the teacher is required during the normal workday to travel to another school(s), the teacher shall be reimbursed for mileage between the first school and the other school(s), and between the last school and return to the original school or to the teacher's home, whichever shall be the lesser.
- 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 work day 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.



- 1 c. From the first stop of the day, the employee will be eligible for
2 reimbursement for mileage to other sites for official business during
3 the day.
4
5 d. The employee shall be reimbursed for mileage between the last
6 stop of the day and return to the established work site or to the
7 employee's home, whichever shall be the lesser, which could result
8 in the employee being reimbursed for returning home from work.
9
10 e. Since reimbursement for returning home is made for personal, not
11 business, miles traveled, it will result in taxable income to the
12 employee and will be reported on the employee's W-2.
13
14 f. The reimbursement rate shall be no less than the rate allowed by
15 law.
16
17 g. In the event that a teacher is required by the Board to travel within
18 the district but beyond the administrative area (North, Central,
19 South) in which he/she is normally assigned, the teacher shall be
20 entitled to mileage either to and from his/her normal worksite to
21 the out-of-area worksite, or to and from his/her home to the out-
22 of-area worksite, whichever shall be the lesser. This out-of-area
23 provision is intended to entitle a teacher to reimbursement for
24 travel to and from an assignment for which he/she received specific
25 direction by the Board to attend and which also requires a teacher
26 to travel from one administrative area to another.
27

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

30 10. The length of the normal teacher workweek shall be forty (40) hours.
31 During the ten (10) days totaling eighty (80) hours reflected on the Board-
32 adopted school calendar as student non-attendance days, the
33 Superintendent and/or Principal shall schedule forty (40) hours of teacher
34 work assignments providing a forty (40) hour balance which shall be
35 designated as teacher planning/preparation time. The Principal shall give to
36 teachers on the first day of pre-planning a written schedule of the year's
37 non-student days, specifying which hours are to be administratively
38 designated and which hours are to be used as teacher planning/preparation
39 time. Except in an emergency, the Principal shall not adjust the schedule.
40 In such case, the adjusted schedule shall be provided in writing with details
41 of the emergency.
42

43 11. The regular workweek is forty (40) hours. The principal will establish
44 the thirty-seven and a half (37-1/2) hour workweek. The teachers will



1 be able to use the other two and one half (2-1/2) hours as agreed upon
2 with the principal. Such agreements will be performed on campus.
3

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

- 5 1. a. Pursuant to state law, the Board may hire degreed, non-certificated
6 personnel for positions designated "critical shortage". The Union
7 will be notified seven (7) calendar days prior to the publication of
8 the Board agenda item concerning the Board designating such
9 "critical shortage" teaching areas. The Union may provide input
10 for the Board's consideration. All other teachers must qualify for a
11 valid Florida teaching certificate.
12
- 13 b. The Board and the Union agree to review the classroom
14 management training of the beginning teacher in order to
15 determine what changes, if any, should be made in order to better
16 equip beginning teachers to handle student discipline. On a
17 voluntary basis, Educational Research and Dissemination programs
18 on classroom management for the beginning teachers shall be
19 made available to teachers during the afternoon of the preplanning
20 period. The voluntary nature of such ER&D programs shall not
21 prohibit the principal from providing compensatory time for such
22 attendance, provided that up to four (4) ER&D instructors shall be
23 granted compensatory time for time spent in instructing the ER&D
24 Program described above.
25
- 26 2. Teachers shall be assigned to a grade level and/or subject for which
27 they are qualified. If teachers are assigned to a grade level and/or
28 subject beyond the scope of their certificate they shall be reassigned as
29 promptly as circumstances permit within the scope of their certificate.
30 The foregoing shall not preclude agreement of teachers to continue to
31 teach outside the scope of their certificate while working for the
32 acquisition of proper certification.
33
- 34 3. Every effort shall be made not to move a teacher from a primary to an
35 intermediate assignment or from an intermediate assignment to a
36 primary assignment or more than two grade levels from his or her
37 current assignment without the consent of the teacher. Every effort
38 shall be made not to move a secondary teacher more than two grade
39 levels, or out of or into specialized programs without the consent of the
40 teacher. Every effort shall be made to not give a secondary teacher a
41 third preparation.
42
- 43 4. No later than one week before the voluntary transfer period begins, the
44 principal shall make available, upon request of the teacher, his/her



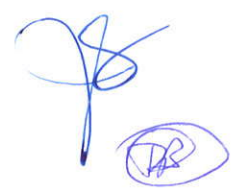
1 anticipated teaching and room assignment for the following school year.
2 Further, after December 1, the principal shall make available upon
3 request of the teacher, his/her anticipated teaching assignment for the
4 forthcoming school semester.
5

- 6 5. Schedules for all classroom teachers in secondary schools shall be
7 posted in each school no later than September 28 of each school year.
8 Room assignments, planning times, and grade assignments shall be
9 similarly posted in each elementary school. Both the teacher's
10 certification(s) and recent teaching experience shall be considered when
11 determining the teacher's assignment.
12
- 13 6. No teacher shall be required to formally evaluate any other teacher,
14 except for the purpose of assessing individual collaborative mutual
15 accountability within school teams as required in the District's
16 Instructional Personnel Performance Appraisal System (IPPAS). There
17 shall be no requirement that peer observations be reported to
18 administration.
19
- 20 7. If teachers are required to teach at more than one school, one school
21 shall be designated as his/her home base. Except as otherwise
22 provided herein, teachers who are assigned to teach in more than one
23 school and such assignment results in his/her traveling between such
24 schools during the student day, such teacher shall suffer no loss of the
25 rights conferred by this Agreement, including loss of planning time
26 and/or duty-free lunch as contained herein.
27
- 28 8. The use of time clocks for checking in and out shall be prohibited.
29
- 30 9. Teacher participation in school activities beyond the normal teacher
31 workweek shall be voluntary wherever possible. If a situation arises
32 where such assignment must be made where no volunteers are
33 available, priority consideration will be given to the teacher's prior
34 personal commitments. All assignments beyond the teacher workweek
35 will be compensated pursuant to Article XVIII of this Agreement, or if
36 such assignment is not included within Article XVIII, such amount as
37 may be determined to be appropriate by the Board.
38
- 39 10. For 2013-2014 all secondary teachers will teach six (6) of seven (7)
40 classes each day based on the instructional needs of the school as
41 determined by the principal. Secondary teachers are eligible for an
42 Optional Class Differential if electing to teach a seventh (7th) period.
43 This assignment is on a voluntary regular daily basis and is limited to
44 the circumstances listed below:



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- 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.
11. Lesson Plans are required and should reflect the standards and essential elements. 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 planbooks 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 "D" and "F" schools until they have regained at least "C" status.



- 1 12. The parties agree that the provision for student supervision is primarily
2 the responsibility of the professional employees in order to ensure a
3 safe school environment. Supervisory duty assignments and supervisory
4 duties for teacher restroom breaks shall be reviewed by the principal
5 and a faculty committee to ensure adequate supervision and equitable
6 distribution of assignments. Faculty volunteers to the committee will be
7 sought.
8
- 9 13. The requirements and procedures for teacher attendance at Board-
10 adopted district inservice days as reflected on the Board-adopted district
11 calendar shall be as follows: Teachers shall attend inservice programs
12 held on inservice days except as provided below.
13
- 14 a. When district records show that a teacher has had, within the three
15 (3) previous years, a specific inservice experience, which is being
16 required, the teacher may attend at his/her option.
17
- 18 b. Upon a review of the inservice programs offered on a specific
19 inservice day, the teacher and his/her principal mutually agree that
20 the programs offered on that day do not contain activities which
21 would beneficially apply to the responsibilities of the teacher or the
22 teacher has renewed his/her certificate for that school year, the
23 teacher shall be allowed to remain at his/her school or at another
24 school board cost center, as assigned by the principal or request
25 compensatory time.
26
- 27 c. A teacher is granted an approved leave of absence for that day(s).
28
- 29 14. When a teacher receives a significant reassignment after the start of the
30 school year, the principal shall provide non-student time for planning
31 and preparation.
32
- 33 15. Teachers serving in differentiated pay positions at other than their
34 home school may, at the discretion of the principals involved, with
35 reasons given when denied, leave at the end of the school's student day
36 to fulfill those differential responsibilities.
37
- 38 16. The Brevard Public Schools (BPS) electronic system shall be used in lieu
39 of paper grade books. The teacher of record will input grades and
40 content weekly for parents to review. At the teacher's discretion, a
41 monthly calendar is adequate in lieu of weekly content up-dates in the
42 electronic system. The grades should reflect how students are doing on
43 an on-going basis. Grades reported in the areas of Art, Music, Physical



1 Education or specialized programs may vary. On-going training shall be
2 made available to teachers.

- 3
- 4 17. The parties agree that with growing use of technology, there is a
5 reduced need for paperwork. Every effort shall be made to eliminate
6 the need for multiple entry of data.
7
- 8 18. No teacher shall be required to apply for an award, or retaliated against
9 for not applying for an award, for his/her school(s) or department(s),
10 for which they are ineligible.
11
- 12 19. In order to maintain employment, instructional staff are required to hold
13 teacher certification issued by the Florida Bureau of Educator
14 Certification or the District as a term of employment will be required to
15 be certified, qualified and highly qualified to teach core content courses
16 or certified and qualified to teach non-core content courses in the areas
17 for which they are re-employed. If a teacher removes a certification for
18 which they were employed, re-employed or reappointed to teach, the
19 District has no further obligation to continue his/her employment.
20
- 21 20. Semester exams, if required for submission for review by administration
22 shall not be required for submission more than two (2) weeks in
23 advance of the administration of the exam.
24

25 **Section E - Vacancies and Promotional Vacancies**

- 26 1. A notice of all promotional vacancies shall be posted in each school at
27 least five (5) workdays prior to the closing of the application period. A
28 copy of such notice shall be sent to the Union president at the time it is
29 sent to schools.
30
- 31 2. The associate superintendent for Human Resources Services or
32 designee shall post, on the district website a listing of all current
33 teacher and promotional vacancies.
34
- 35 3. The Board agrees to notify applicants and Union of the Board's decision
36 regarding the filling of such vacancy(ies) provided that the applicant
37 and Union have submitted a stamped self-addressed envelope with
38 his/her application.
39
- 40 4. No promotional vacancy, except vacancies which exist at the level of
41 superintendent's staff, shall be permanently filled until all teachers who
42 have properly submitted applications and who meet the qualifications as
43 reflected on the posted notice and have highly effective or effective
44 evaluations have been given the opportunity to be interviewed.



- 1 5. For the Purpose of Promotion
2 a. A notice of promotional vacancy shall set forth the qualifications,
3 primary requirements, duties, and other pertinent information and
4 the date by which the applicant must file the application. Such
5 notice shall also include information indicating the salary range for
6 the position and procedures for application.
7
8 b. Promotional vacancies shall be positions on the Administrative and
9 Support Salary Schedule as adopted by the Board.
10
11 c. A notice of promotional vacancy shall reflect the anticipated
12 location of the vacancy if known.
13
14 6. A notice of instructional task forces and workshops to be appointed
15 shall be posted in each school at least fifteen (15) calendar days prior to
16 the closing of the application period for appointment thereto. Such
17 notice shall include the criteria pertinent to the appointment. In filling
18 such positions consideration shall be given to the prior opportunity of
19 teachers to serve on such similar task forces and workshops so that
20 they may be shared equitably among qualified teachers with highly
21 effective or effective evaluations seeking such appointments.
22
23 7. Upon written request, teachers with highly effective and effective
24 evaluations shall be granted interviews for all posted vacancies for
25 which they qualify before such vacancies are filled.
26
27 8. Training for ESOL/META endorsement shall be the District's
28 responsibility. Upon ratification of this agreement, for each person who
29 qualifies for the ESOL endorsement through the 300-hour district ESOL
30 Add-On Certification Program, the District will fund the \$75.00
31 application cost to the Department of Education. This payment is not
32 retroactive.
33

34 **Section F - Assignments and Transfers**

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

- 42 1. Voluntary Transfer from School to School
43 a. A teacher who desires a change from his/her assigned school to
44 another school in the district may request such reassignment by



1 properly submitting in writing the request to the area
2 superintendent with a copy of the request to his/her principal.
3

4 b. In the event that a teacher desires a transfer at the end of the
5 regular school year, the teacher shall submit a written request that
6 will be filed with the area superintendent, with a copy to the
7 principal, for active consideration throughout the period that school
8 is not in regular session. The teacher shall be responsible for
9 notifying the principal of an address and telephone number at
10 which the applicant can be reached during the above period.
11

12 c. Two teachers may voluntarily change positions or schools with the
13 approval of the area superintendent.
14

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

18 1) Whether the teacher has been involuntarily transferred within
19 the two (2) year period of time immediately preceding the year
20 in which the voluntary transfer, if approved, would take place.
21

22 2) The length of time the teacher requesting voluntary transfer
23 has been assigned to his/her current teaching responsibilities
24 or his/her current school site.
25

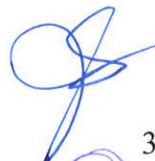

26 3) The evaluation of the teacher.
27

28 e. In the event a teacher a highly effective or effective requests a
29 voluntary transfer as provided herein and such request is denied,
30 the teacher shall be provided an opportunity to confer with the
31 Superintendent regarding the denial. The superintendent shall give
32 reasons for denial and upon request by the teacher a Union
33 representative shall be present.
34

35 f. In April of each year, schools will compile a list of anticipated
36 vacancies for the next school year. The lists will be assembled at
37 the District and then placed on Share Point. This will allow
38 Continuing Contract (CC) teachers and Professional Service
39 Contract (PSC) teachers a two-week opportunity to interview for
40 possible transfer.
41

42 2. Reassignments Within a School

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

1 b. Teachers may voluntarily change positions with other teachers
2 within a school with approval of the principal.
3

4 3. Involuntary Transfer

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

8 a. The principal shall inform the faculty of the necessity to reduce
9 continuing contract and professional services contract teachers and
10 provide the faculty with the opportunity to request transfer to fill a
11 vacancy at another school.
12

13 b. Prior to the reappointment of any annual contract teachers, all
14 continuing contract and professional services contract teachers, in
15 the district, shall be assigned to a position. Provided that in the
16 event there is no continuing contract teacher or professional
17 services contract teacher certified in a field in which there is a
18 vacant position, an annual contract teacher may be appointed to fill
19 such position.
20

21 c. A listing of teacher vacancies shall be posted at each school, which
22 is reducing continuing contract or professional services contract
23 teachers. The list shall be made available to all teachers on Share
24 Point, or other internal electronic means, no later than the first day
25 of the transfer period.
26

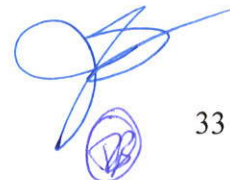
27 d. If a teacher who volunteers to transfer to a vacancy meets the
28 certification requirements for such vacancy, such teacher shall be
29 given the opportunity to interview for the vacant position. Provided
30 a request for such interview is made to the appropriate principal
31 within a five (5) workday period immediately following the faculty
32 notification as provided in paragraph 1 herein. The teacher must
33 concurrently notify his/her current principal of such interview
34 requests.
35

36 e. The teacher shall receive notification of the interviewing principal's
37 decision regarding such transfer request.
38

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



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



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- 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. I. (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 G - 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.
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.



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- 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,



1 prior to such alteration the Union shall be provided written notification
2 of the Board's intent to effect such alteration. The Union, upon receipt
3 of such notification shall be allowed seven (7) calendar days within
4 which to respond regarding such changes.
5

6 10. Whenever the principal schedules a conference with a teacher for the
7 purpose of discussing his/her formal evaluation, such teacher shall be
8 given prior notice of the purpose of such conference.
9

10 11. Parent and/or student complaint(s) shall be reported to the teacher
11 prior to the inclusion of such complaints in the formal evaluation of the
12 teacher. The teacher shall have the opportunity within fifteen (15)
13 workdays to resolve and/or respond to the complaint(s). The failure of a
14 teacher to respond as provided herein shall not prohibit the inclusion of
15 such material in the teacher's formal evaluation.
16

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

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

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

34 **Section H - Personnel Files**


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



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

35 **Section I - Faculty Meetings**

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



A handwritten signature in blue ink, consisting of a large, stylized initial 'F' followed by a surname, and a circular stamp containing the initials 'FJB' below it.

- 1
2 4. There shall be no more than two (2) administratively assigned meetings
3 per week. Individual meetings between administrators and teachers
4 will not count towards the two (2) meetings. No teacher shall be
5 disciplined for failure to complete assignments for a PLC/PLT meeting,
6 or any other meetings.
7

8 **Section J - Class Interruptions**

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

15 **Section K - Parent Conferences**

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

24 **Section L - Teacher Facilities**

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



1 6. The Board shall make available in each school typing, duplicating
2 equipment, and copy machines for use by a teacher who is regularly
3 assigned to that school. Such use shall be for the purpose of assisting
4 the teacher in preparation of instructional materials to be used in that
5 particular school or in any other school in which that teacher has
6 instructional duties.
7

8 7. The Board shall make available at each school a private area for parent-
9 teacher conferences.
10

11 8. Classrooms

12 a. The Board agrees to make available to all teachers appropriate
13 physical facilities where applicable, such as a desk, a
14 chalkboard/whiteboard and storage space, consistent with the
15 other needs and financial resources of the district.
16

17 b. The Acceptable Use Agreement for the use of the School Board of
18 Brevard County's electronic mail system shall be:
19

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

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



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



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

6 **Section M - Miscellaneous**

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

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

- 3
- 4 7. No vacancy shall be filled by a person or persons for more than thirty
5 (30) teacher employment days except in an emergency situation unless
6 they hold a valid Florida teaching certificate.
- 7
- 8 8. In the scheduling of inservice for exceptional education teachers, the
9 Board agrees to make every reasonable effort to provide such inservice
10 at a time when all appropriate exceptional education teachers can be
11 made available for such inservice.
- 12
- 13 9. Teachers, if being moved to a new room shall not be required to move
14 any items other than personal materials.
- 15
- 16 10. Effective with the 2013-2014 school year all teachers will be assessed
17 an \$8.00 annual fee which will be deducted from the first payroll check
18 of their contract year. This fee is to maintain the Level II background
19 screening requirements under the Jessica Lunsford Act.
- 20
- 21 11. Teachers shall not carry weapons of any kind, either lethal or non-lethal.
- 22
- 23 12. For the 2013-2014 school year, every effort shall be made that teacher
24 assignments, preparations, and rooms shall not change.
- 25

26 **Section N - Year-Round Schools (Modified Calendar)**

27 *In the event that year round schools' calendar is eliminated this section becomes*
28 *null and void.*

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

34

35 **ARTICLE VII**
36 **TEACHER PROTECTION**

37

- 38 A. The Board acknowledges the desirability of giving reasonable support and
39 assistance to teachers with respect to proper maintenance of control and
40 discipline in the classroom. Individual school procedures and policies for
41 handling student discipline shall be reviewed by each school's School
42 Advisory Council and revised or developed as needed so as to ensure that
43 the referring teacher has the opportunity to input his/her feelings regarding
44 the disposition of the referral. Discipline procedures shall stress the



1 importance of uniform application. When the offense is serious enough to
2 warrant suspension of the student in accordance with the School Board
3 policy and/or the School Discipline Plan, such referred student will not be
4 returned to the teacher's class the same period (or 30 minutes in elementary
5 school) from which the student was referred unless he/she is escorted by an
6 administrator or a written explanation from same stating his/her reasons for
7 the student's return accompanies the student.

8
9 Except as otherwise provided herein, when a student(s) is referred to the
10 administrator for disciplinary reasons, the teacher shall be informed of the
11 conditions, if any, which have been imposed on the student before he/she
12 reenters the class. Whenever the circumstances do not permit the
13 administrator to address a particular student referral, the administrator may
14 return the student to the referring teacher's class and recall the student at a
15 later time. The referring teacher shall be notified of the necessity of such
16 return and recall. If a serious situation exists, the teacher may return the
17 student to the principal.

18
19 Before the student is returned to class, serious consideration should be
20 given to the effect such return would have on the learning environment for
21 the other students in the class. If the consequence of a discipline referral is
22 a conference with administration, the teacher shall be allowed to attend that
23 conference if he or she requests.

- 24
25 B. The teacher shall have the right and responsibility to impose classroom
26 discipline where necessary and may use reasonable force to protect
27 himself/herself from attack, or to prevent injury to a student where
28 intervention is a prudent course of action.
- 29
30 C. A teacher shall have the right to temporarily exclude a student from class
31 when the misbehavior or disruptive effect of the behavior makes the
32 continued presence of the student in the classroom intolerable. In such
33 cases, the teacher shall furnish the principal or designated representative as
34 promptly as teacher obligations will allow, with full particulars on the
35 problem or incident in writing. The Board shall be responsible for notifying
36 the teacher of the disposition of the case as promptly as administrative
37 obligations will allow.
- 38
39 D. School authorities will endeavor to achieve correction of student misbehavior
40 through counseling, interviews, and conferences.
- 41
42 E. Any case of assault upon a teacher while in the performance of his/her
43 assigned duties shall be promptly reported to the appropriate representative



1 of the Board. The Board shall render reasonable assistance to the teacher in
2 connection with handling of the incident by law enforcement authorities.

3
4 F. Time lost by a teacher in connection with any assault on a teacher or as a
5 consequence of the negligence of the Board shall be handled as follows,
6 provided the teacher was at all times acting within the scope of his/her
7 employment and pursuant to Board policy and applicable law:

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

10
11 2. In case of disability the teacher's wages shall continue in full without
12 reduction in accumulated leave until Worker's Compensation payments
13 begin. Thereafter the Board shall pay to the teacher the difference
14 between the compensation payment and the contractual salary of the
15 employee without reduction of accumulated leave until the teacher is
16 able to return to employment or is eligible for retirement, but in no
17 event more than one hundred ninety-six (196) teacher employment
18 days after the occurrence of the event giving rise to the application of
19 this section.

20
21 3. Where a teacher is finally adjudged guilty of a criminal charge or has
22 judgment entered against him/her in a civil case as related to the
23 incident, the Board has no further responsibility for pay or loss of
24 accumulated leave.

25
26 G. Any disciplinary action taken against a teacher based on a complaint by a
27 parent or student shall be limited to informal action unless the matter is first
28 reported to the teacher in writing. Formal disciplinary action resulting from
29 such complaint shall be limited to those matters which have been reported
30 to the teacher in writing.

31
32 H. If any teacher is sued in a civil action as a result of any action taken by the
33 teacher in the proper exercise of his/her responsibilities, the Board will
34 provide for the defense thereof.

35
36 I. No reprimand or discipline shall be discussed by the administrator(s) or the
37 teacher or representative involved in the presence of students, parents, or
38 employees not involved in the events giving rise to such reprimand or
39 discipline, provided this shall not preclude such discussion as is necessary to
40 establish the facts or to process such reprimand or discipline to the School
41 Board, and provided such shall not preclude the teacher and/or
42 representative discussing the same with appropriate Union officials.

43



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

9
10 K. Teacher's desks and lockers shall not be entered or searched except in an
11 emergency or when it shall be necessary to locate a teacher's plan book or
12 other materials to assist the instructional process. If such entrance or
13 search shall occur, the teacher shall be made aware of such action and the
14 reason therefore upon his/her return to work.

15
16 L. The Board shall continue to provide liability insurance coverage for all
17 teachers no less comprehensive than that in effect on the effective date of
18 this Agreement.

19
20 M. A written statement by the Board governing use of corporal punishment of
21 students shall be made available on the district website. The Board agrees
22 to indemnify teachers against any civil damages and provide for the defense
23 of any act authorized by such written statement of the Board.

24
25 N. No teacher shall be disciplined for refusing to check for head lice and/or
26 perform non-emergency medical procedures on students. It is not the intent
27 of the Board that scheduled routine medical procedures be construed as
28 emergencies.

29
30 O. School Volunteers

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

38
39 2. If a conflict arises after placement of a volunteer in a teacher's
40 classroom, the teacher shall request, in writing, a change of volunteers.
41 If such request is denied, the principal's reasons for such a refusal shall
42 be stated in writing by the principal with copies to the teacher, the
43 volunteer, the Union president, and the area superintendent.

44



- 1 P. When the principal determines to change a student's placement, the
2 affected teacher(s) shall have been given notice of the change.
3
- 4 Q. The Board agrees that whenever a parent complaint comes to
5 administration, the parent should first be referred to the teacher to address
6 the matter. The administration should notify the teacher of the parent
7 contact.
8
- 9 R. A copy of anything a teacher is requested to sign shall be provided to the
10 teacher by the end of the next business day.
11

12 **ARTICLE VIII**
13 **JROTC (Type "G" Employees)**
14

- 15 A. Salary - The Board shall pay Type "G" employees the difference between
16 their active duty pay (including allowances which are an appropriate part
17 thereof as designated by the branch of the employee's military service) and
18 their retirement pay from the military, provided the Board is reimbursed
19 one-half (1/2) the cost of the same from the military. Type "G" employees
20 shall receive rank differentials as provided in Article XVII, effective 1986-87
21 school year. In the event a JROTC teacher's active duty pay would be less
22 than the amount he/she would receive as a Type E employee, the JROTC
23 teacher shall receive the higher amount.
24
- 25 1. In the event a Type G employee is paid from the teacher salary
26 schedule, his/her workweek shall increase from thirty-seven and one-
27 half (37-1/2) to forty (40) hours.
28
- 29 B. The contract year for Type "G" employees shall be July 1 through June 30.
30
- 31 C. The normal work year for Type "G" employees shall be the same as the
32 school year prescribed for Type "E" employees as reflected in the school
33 calendar as adopted by the Board with the following exceptions:
34 1. Type "G" employees shall begin their work year ten (10) workdays prior
35 to the beginning of preplanning and end their work year ten (10)
36 workdays after the last day of post planning. Anything in this
37 Agreement to the contrary notwithstanding, such ten (10) workdays
38 after post-planning shall be normal workdays and subject to Article VI,
39 Section C. paragraph 9. The total workdays for Type "G" employees
40 shall be two hundred sixteen (216), exclusive of paid vacation.
41
- 42 2. Type "G" employees shall earn no administrative leave.
43




1 3. Effective July 1 of each year, Type "G" employees shall be credited with
2 paid vacation leave at an accrual rate of two and one-half (2-1/2) days
3 for each full calendar month the teacher is regularly employed.

4
5 4. Type "G" employees shall receive no reimbursement for such loss of
6 accrued vacation leave.

7
8 5. Type "G" employees shall not use vacation on those days designated as
9 workdays as provided herein.

10
11 6. The daily pay rate for Type "G" employees shall be computed at one
12 two hundred and forty-sixth (1/246) of the applicable annual salary.

13
14 D. This section shall become effective July 1, 1979.

15
16 **ARTICLE IX**
17 **STUDENT/INTERN ASSIGNMENTS**

18
19 A. Teacher acceptance of student teacher or teacher intern assignments shall
20 be voluntary.

21
22 B. Money or other similar consideration earmarked for the teacher as a result
23 of student teacher or teacher intern assignments which has been received
24 by the Board shall be transmitted to said teacher.

25
26 C. The Professional Development Council (PDC) shall review the feasibility of
27 awarding inservice credit to a teacher completing a student teacher or
28 student intern assignment. The maximum inservice credit allowed by the
29 then current district Master Inservice Plan shall be awarded to a teacher for
30 and upon completion of a student teacher or teacher intern assignment.

31
32 **ARTICLE X**
33 **SAFETY AND HEALTH**

34
35 No teacher shall be disciplined for failure to work in an unsafe or hazardous
36 situation where there is an imminent danger to the teacher's health, safety, or
37 well-being, provided this shall not be applicable in any circumstances where the
38 health and safety of students otherwise clearly require teacher intervention.

39
40 In the event the principal becomes aware of a situation as described in the
41 preceding paragraph, the principal shall notify the affected teachers as soon as
42 such situation becomes known to the principal.

43


1 The Board agrees to provide the Union with a written description of the District's
2 plan, which addresses the maintenance of the classroom environment.
3
4
5

6 **ARTICLE XI**
7 **POLITICAL ACTIVITY**
8

- 9 A. The political life of a teacher is not an appropriate concern of the Board
10 except as it impacts upon the teacher's employment or as otherwise
11 provided by law.
12
13 B. The right of a teacher to work and vote for the political party and/or
14 candidate(s) of his/her choice shall not be an appropriate concern of the
15 Board except as it impacts upon the teacher's employment or as otherwise
16 provided by law.
17

18 **ARTICLE XII**
19 **EMERGENCY SCHOOL CLOSING**
20

- 21 A. All of the schools in the school system will be open on all regularly
22 scheduled days unless closed by the Superintendent because of an
23 emergency.
24 1. When an emergency confronts the schools, notification of the closing of
25 schools will be released for broadcast over local radio and television
26 stations as soon as possible.
27
28 2. When the schools are officially closed by the superintendent, the
29 workday may be rescheduled. If a teacher had previously arranged
30 leave day(s) during the closure, such leave shall be rescinded, day for
31 day, as the teacher works scheduled make-up day(s) or the day is
32 waived.
33
34 3. When schools are officially closed by the superintendent as a result of
35 an emergency, teachers shall not be required to make up day(s) which
36 are not scheduled for make up by students to the extent allowable by
37 law, regulation, or regulatory agency.
38
39 4. The Union shall be notified by the superintendent when an emergency
40 exists which may necessitate the closing of a school(s).
41
42 B. If reporting to work would present an immediate safety hazard to a teacher,
43 he/she shall be entitled to utilize appropriate accumulated leave.
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**ARTICLE XIII
PERSONAL/ACADEMIC FREEDOM**

Section A - Personal

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

Section B - Academic

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

**ARTICLE XIV
LEAVES OF ABSENCE**

Section A - Rules Governing

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

1 absence shall not be counted as experience, which warrants any
2 advancement on the salary schedule.

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

12
13 **Section B - Paid Leaves**

14 1. Sick Leave

15 a. Accrual

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

38
39 b. Usage

- 40 1) Sick leave shall be used only for personal illness (including the
41 illness or disablement related to or disablement due to
42 pregnancy or the birth of a child, provided the matters
43 described within these parentheses shall not be applicable to
44 any teacher on maternity leave) of the teacher or for the



1 illness or death of a spouse, son, daughter, mother, father,
2 brother, sister, grandparent, father-in-law, mother-in-law,
3 brother-in-law, sister-in-law, aunt, uncle, niece, nephew,
4 grandchild, son-in-law, daughter-in-law, step-parents, step-
5 children, or a person residing in the same household as the
6 teacher.

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

10
11 c. Sick Leave Bank

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

19
20 2. Personal Leave

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

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



26
27 b. Each application for such leave shall reflect as the reason for the
28 leave request the following disclaimer: **The purpose for which**
29 **this leave is taken is not a violation of the provisions of the**
30 **Collective Bargaining Agreement.**

31
32 c. Personal leave shall not accumulate from school year to school year.

33
34 d. Personal leave shall be granted subject to the following conditions:

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

38 2) No more than eight percent (8%) of the teachers in any given
39 school or one (1) teacher, whichever is greater shall be absent
40 on such leave from any given school at any time, provided
41 such limitation of eight percent (8%) may be waived by the
42 Board in its discretion and without precedent.

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

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

- a. A teacher shall be entitled to illness-in-the-line-of-duty leave up to ten (10) workdays per school year when he/she has to be absent from duty because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease or school building environmentally induced sickness contracted in school work.
- b. Such leave or the balance thereof may accumulate from a school year to the next school year in the event of a continuation or recurrence of a specific injury sustained during the previous school year only.
- c. The term "injury" as used in Article XIV, Section B, paragraph 3, is defined as the result of an event which causes the teacher to suffer an initial injury or a re-injury or re-aggravation of an injury for which the teacher had previously been granted injury-in-the-line-of-duty leave. The term "event" as used herein shall mean an 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



1 substantial benefit to the school district and shall have an immediate
2 application to the current role of the teacher.

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

5
6 b. Professional leave with pay may be granted during preplanning and
7 post planning under the following conditions:

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

11
12 2) Such leave application shall be submitted no later than June 1
13 and shall be accompanied by the registration deadline from the
14 institution, if the reason for the request is to attend school.

15
16 3) A teacher must have been employed by the Board as a teacher
17 for at least one (1) school year and must be returning to the
18 district as a teacher before such leave may be granted.

19
20 4) A teacher shall be either enrolled in a master's or higher level
21 degree program at an accredited, approved institution and/or
22 be attending school or institute in order to add subject area(s)
23 to his/her certificate and/or to improve the instructional
24 program of the school.

25
26 c. Professional leave with pay may be granted to permit teachers to
27 attend meetings of professional organizations (not including groups
28 who have sought recognition to represent employees in
29 negotiations, or groups affiliated with organizations who have
30 sought such recognition.)

31
32 d. Teachers participating in certification through National Board for
33 Professional Teaching Standards (NBPTS) shall have two (2) leave
34 days for the purpose of portfolio completion. One (1) day shall be
35 the teacher's personal leave day, matched by one (1) professional
36 leave day granted by the district. The scheduling of the
37 professional day only shall be mutually agreed to by the principal
38 and teacher.

39
40 5. Jury Duty or Duty as the Result of a Subpoena

41 a. A teacher absent from duty because he/she has been required by
42 summons or subpoena to appear before a court or regulatory
43 agency shall submit leave application for such absence.
44



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

3
4 c. This language shall apply to summons, subpoena, or subpoenas
5 received by a teacher's dependent minor when the circumstances
6 make it necessary for the teacher to accompany his/her minor
7 dependent to the court proceedings.
8

9 **Section C - Military Leave of Absence**

10 1. Military leave shall be granted without pay to teachers on continuing
11 contract or professional services contract who volunteer to serve in the
12 armed forces of the United States or this state in fulfillment of
13 obligations incurred under selective service laws or because of
14 membership in reserves of the armed forces or National Guard.
15 Teachers granted such leave for military service shall, upon completion
16 of the tour of duty, be returned to employment without prejudice,
17 provided application for reemployment is filed within six (6) months
18 following the date of discharge or release from active duty; and
19 provided further that the Board shall have a reasonable time, not to
20 exceed six (6) months, to reassign the employee to duty in the school
21 system. Military leave shall not be counted as years of service toward
22 the continuing contract or professional services contract.
23

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

26 a. If the teacher must attend summer school to correct certification
27 deficiencies;
28

29 b. If the military certifies that special training is needed to maintain
30 status and is not available during summer vacations.
31

32 3. Military leave with pay will be granted in accordance with applicable
33 state and federal laws without loss of time, pay or efficiency rating.
34

35 4. A leave request and copy of the military orders shall be received by the
36 Board sixty (60) days in advance of the beginning date of the leave,
37 whenever possible. In cases of emergency deployment the sixty (60)
38 day advance notice will be waived.
39

40 **Section D - Unpaid Leaves**

41 1. Maternity Leave

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

1 3. Advanced Study or Education Service Leave

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

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

10
11 As a condition of such leave, the teacher shall include in the written
12 application an intention to return to the district for a minimum of
13 two (2) years. Upon return from such leave, the teacher shall be
14 credited with the equivalent teaching experience outside the
15 district.

16
17 b. Leave without pay may be granted at the discretion of the Board to
18 teachers on continuing contract or professional services contact for
19 a maximum of one (1) year for the purpose of engaging in study
20 related to the teachers' professional responsibility at an accredited
21 institution of higher learning. Such leave shall commence only at
22 the start of the school year.

23
24 c. Such leave may be renewed for no less than one (1) school year
25 per renewal and shall not be so renewed more than twice. Such
26 renewal shall be limited to the year(s) immediately following the
27 first year in which such leave originally began.

28
29 Authorized leave shall not be considered a break in continuity for
30 continuous service increments for continuing contract or
31 professional services contract teachers. All leave granted by the
32 Board shall expire on June 30 of each contract year unless
33 otherwise specified.

34
35 4. Public Service

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

43
44



- 1 5. Personal or Exhausted Sick Leave
2 a. Personal leave without pay may be granted to teachers up to one
3 (1) school year at the Board's discretion.
4 b. Should a teacher exhaust all of his/her accumulated sick leave and
5 he/she continues to be sick or disabled, the teacher may apply for
6 exhausted sick leave provided such application is received by the
7 principal no less than ten (10) calendar days subsequent to the
8 date on which the affected teacher's accrued sick leave shall be
9 exhausted. Provided that the Board may waive the ten (10) day
10 requirement when conditions surrounding the illness do not permit
11 the application for said leave. Such leave shall be for no longer
12 than the balance of the School year in which the teacher's
13 accumulated sick leave was exhausted.
14

15 **ARTICLE XV**
16 **REDUCTION IN FORCE**
17

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

26 1. Annual contract reappointments for the identified
27 grade(s)/subject(s)/special area(s) shall not happen until the Reduction in
28 Force is completed.
29

30 2. The Board shall identify the instructional assignment(s)
31 [grade(s)/subject(s)/special area(s)], to be reduced across the district.
32 In excluding teachers from reappointment, the district shall first non-
33 reappoint teachers whose most recent evaluation is Unsatisfactory.
34 Next the district shall non-reappoint those teachers whose most recent
35 evaluation is Needs Improvement. Next the district shall non-reappoint
36 those teachers who most recent evaluation is Effective. In any cases of
37 a tie among teachers of the same evaluation rating, the next
38 determinant to be used shall be the area of certification then the years
39 of continuous, creditable years of teaching experience, in which
40 teachers with the most years of experience being the last to be
41 identified for reduction in force.
42

43 No continuing contract or professional services contract teacher who is
44 subject to reduction pursuant to this Article shall be reduced while an

1 annual contract teacher is employed in a position for which the
2 continuing contract or professional services contract teacher is certified,
3 as provided by law.
4
5

- 6 B. In the event it is determined a reduction in teachers shall occur, the Union
7 President shall be given the opportunity to discuss the reduction with the
8 Superintendent.
9
- 10 C. If the Board shall determine to employ teacher(s) at any time during the
11 seventeen (17) calendar months next following such reduction in staff, such
12 positions shall be offered in writing to the last highly effective or effective
13 continuing contract or professional services contract teacher in such
14 instructional assignment terminated in the inverse order of lay-off, provided
15 such teacher holds the required certification and is deemed by the Board to
16 be qualified to fulfill the educational requirements of the district. Such offer,
17 delivered in person or by certified mail, shall be to the most current address
18 of the teacher as reflected in the records of the Board.
19
- 20 D. Nothing herein shall prohibit teachers who have been reduced pursuant to
21 this Article from seeking and/or accepting gainful employment elsewhere.
22
- 23 E. Nothing in this Article shall be construed as to prevent the Board from
24 providing staff balances to comply with mandated programs or to preclude
25 or overcome any form of illegal discrimination.
26

27 **ARTICLE XVI**
28 **WELFARE**

29
30 **Section A – Health Insurance**

31
32 Effective January 1, 2012, the Board agrees to contribute to the district benefits
33 plan \$524.23 per month for teachers electing the Brevard Public Schools Health
34 Plan.
35

- 36 1. Effective July 1, 2012, the Board agrees to contribute to the district benefits
37 plan an additional \$20.00 per month for teachers electing the Brevard Public
38 Schools Health Plan.
39 2. Effective January 1, 2014 the employee contribution will increase by \$20.00.
40 3. Effective January 1, 2014 a \$150.00 in-network deductible will be added to
41 the BPS Health Plan.
42

43 In addition, the Board shall provide the following benefits:
44



1 The Union shall be invited to submit to the Board written recommendations as to
2 the content of bid specifications for the district hospitalization/medical options
3 and benefit plans as provided herein. The Union shall be provided a copy of
4 such final bid specifications prior to such being recommended to the School
5 Board for approval. For calendar year 2013, the Board will offer a Medical plan
6 option.

7
8 **Section B - Vision Insurance**

9 A vision insurance plan in which each teacher may choose to participate as a
10 payroll deduction will be offered. Such plan shall include the option of
11 dependent coverage which each teacher may choose to take as a payroll
12 deduction.

13
14 **Section C - Dental Insurance**

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

18
19 **Section D - Life Insurance**

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

29
30 **Section E - Disability Insurance**

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

34
35 **Section F - Insurance Committee**

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

42
43
44




1 **Section G - Tax Deferred Annuity Program**

2 The Board shall continue to make available, through payroll deduction, tax
3 deferred annuity programs to all teachers in accordance with the policies in
4 effect on the effective date of this Agreement. The Board and Union agree to
5 jointly study the feasibility of providing teachers with the option of concurrently
6 participating in more than one district provided annuity program.
7

8 **Section H - Retired Teachers**

9 The Board shall provide a teacher at the time of his/her normal retirement the
10 option of participating, at his/her own expense, in the Board's medical insurance
11 program.
12

13 **Section I - Benefits Eligibility**

- 14 1. Regular, full-time teachers will be eligible to enroll in employee benefits
15 effective following the completion of forty-five (45) calendar days of
16 employment as a regular full-time teacher.
17
- 18 2. Teachers working twenty-five or fewer hours each week, part-time,
19 substitute and short-term contract teachers shall not be eligible for
20 employee benefits including, but not limited to, health care, dental and
21 vision coverage.
22
- 23 3. Benefits eligibility for substitute, part-time and short-term contract
24 teachers as well as those who work twenty-five (25) or fewer hours each
25 week, and are subsequently hired to a regular, full-time position will be
26 effective following the completion of forty-five (45) calendar days of
27 employment as a regular full-time teacher.
28

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

30 The Board shall continue to provide full insurance benefits as provided herein to
31 a teacher who has exhausted all accumulated sick leave and who continues to be
32 sick or disabled provided that such continuation of benefits shall be limited to the
33 sixty (60) calendar days immediately following the depletion of his/her
34 accumulated sick leave balance. Such teacher shall submit application for such
35 leave as prescribed by the Board. If the affected teacher is a member of the sick
36 leave bank this section shall become effective after the bank benefits are
37 exhausted.
38

39 **Section K - Retirement Incentive Committee**

40 In the event the superintendent should decide to offer a Retirement Incentive
41 Program to employees, there shall be formed a district committee for the
42 purpose of developing a report to the Superintendent regarding a District
43 Retirement Incentive Plan. The composition of such committee shall be: Three
44 (3) appointed by the Brevard Federation of Teachers, three (3) appointed by



1 Local Union 1010, three (3) administrators appointed by the superintendent,
2 three (3) other non-unit classified employees appointed by the superintendent.
3 The charge of the committee shall be developed and mutually agreed to by the
4 Superintendent and the Brevard Federation of Teachers.

5
6 **Section L - Personal Property**

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

- 11 1. The property is physically located within the physical plant at which the
12 teacher is normally assigned.
- 13
- 14 2. The teacher has received written approval from the school principal for
15 the teacher to place the property at his/her worksite.
- 16
- 17 3. The teacher has provided the principal with written documentation as to
18 the current market value of the property.
- 19
- 20 4. The teacher has taken reasonable precautionary measures to protect the
21 property against damage, theft, loss or other covered perils.
- 22
- 23 5. The maximum claim limit for each loss shall be \$300 per item.
- 24
- 25 6. The teacher shall pay the first \$50 per item as his/her deductible
26 amount.
- 27
- 28 7. Procedures, forms and information necessary for the processing of
29 claims shall be developed by the District and the Union and provided to
30 each school.
- 31
- 32 8. The approval or rejection of a claim filed under this coverage shall not
33 be subject to the grievance procedure of this Agreement.
- 34

35 **Section M - Child Care**

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

39
40 **Section "N" – Retroactivity of Contribution (Premium) Collections**

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



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ARTICLE XVII – SALARY

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

2012-2013 Instructional Salary Schedule

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

8
9

2013-2014 Instructional Salary Schedule

	10-
LEVEL	month
AA	36,540
BB	36,654
CC	37,171
DD	37,793
EE	38,517
FF	39,449
GG	40,588
HH	41,934
II	43,383
JJ	45,040
KK	46,904
LL	48,975
MM	51,252
NN	53,634
OO	57,195

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

4
5 Effective 2012-2013 a one percent (1%) bonus for all teachers.
6 2013-2014 salary schedule with one point five percent (1.5%) increased to each
7 cell.

8
9 Teachers shall accrue annual leave consistent with board policies for all other 12-
10 month employees.

11
12 Movement of employees on the Instructional Salary Schedule is
13 accomplished only through negotiations between the Union and the Board
14 subject to the provisions of Chapter 447, F.S. It is further understood that
15 upon expiration of the Agreement, incremental steps on the salary schedule
16 are subject to renegotiations and are not automatically payable until such
17 time as a new salary schedule has been ratified.

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

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

34
35 C. Ninety-nine (99) or more days of full-time teaching, to include paid leave, in
36 any single year shall be considered as one (1) full year of experience. If a
37 full-time Brevard Public School (BPS) teacher works no less than one (1) full
38 semester and such full semester has fewer than ninety-nine (99) days, one
39 year of experience will be granted for pay purposes.

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

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

3
4

Master's Supplement	\$2,625.00
Specialist's Supplement	\$3,900.00
Doctorate Supplement	\$5,200.00

7

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

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

15
16 2. During the next three (3) years of district service, the daily rate of pay
17 multiplied by forty percent (40%) times the number of days of
18 accumulated sick leave.

19
20 2. During the next three (3) years of district service, the daily rate of pay
21 multiplied by forty-five percent (45%) times the number of days of
22 accumulated sick leave.

23
24 4. During the next three (3) years of district service, the daily rate of pay
25 multiplied by fifty percent (50%) times the number of days of
26 accumulated sick leave.

27
28 5. During and after the thirteenth (13th) year of district service, the daily
29 rate of pay multiplied by one hundred percent (100%) times the number
30 of days of accumulated sick leave.

31
32 6. The four (4) days of sick leave credited to each teacher shall be treated
33 as four (4) days of entitlement upon the teacher's retirement or to
34 his/her estate or beneficiary if service is terminated by death.

35
36 7. Payment for terminal pay as described above will be paid sixty (60) days
37 after the date of normal retirement.

38
39 F. To calculate a teacher's daily rate of pay, the base salary shall be divided by
40 one hundred ninety-six (196). To calculate an eleven (11) or twelve (12)
41 month teaching contract salary, the ten (10) month base salary shall be
42 divided by one hundred ninety-six (196) days and multiplied by the actual
43 number of contract days.
44



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

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

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

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

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

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

34 P. Pay for Performance Plan
35

36 Employee Name: _____ Employee Position: _____
37 School: _____ School Number: _____
38

39 I. PROGRAM PARTICIPATION/ELIGIBILITY REQUIREMENTS 40

41 A teacher who meets the program requirements below shall be considered a
42 candidate for a Pay for Performance supplement for the 2012-2013 and 2013-
43 2014 school year.
44



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

15 II. COMPONENTS OF THE PAY FOR PERFORMANCE PLAN

16 STUDENT ACHIEVEMENT DATA

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

18 improve classroom instruction and results.

19 TPBA – Teacher Performance-Based Accountability Committee

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

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

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

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

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

25

26

27

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

29 as a group)

30

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

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

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

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

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

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

37 alternative assessment must demonstrate annual learning gains on the approved

38 instrument.

39

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

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

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

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

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



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

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

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

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

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

38 70 points = Eligible Candidate Total Points

39 40 III. CALCULATION AND DISTRIBUTION OF PAY FOR 41 PERFORMANCE SUPPLEMENT

- 42
43 A. All teachers who successfully complete the option chosen shall be awarded
44 the supplement by lottery until all funds are expended.



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

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

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



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

3
 4 H. Schedule of Differentiated Pay

5			<u>Experiential</u>
6			<u>Lane</u>
7	<u>ACADEMICS</u>	<u>2012-14</u>	<u>(6+years)</u>
8			
9	Alternative Learning Center Teachers	\$1,000.00	\$ N/A
10	Assistant Band (High School)	\$1,410.00	\$1,562.00
11	Assistant Band (Middle School) (7 th and 8 th grade)	\$ 734.00	\$ 808.00
12	Auditorium Manager	\$ 500.00	\$ N/A
13	Band (Senior High)	\$3,182.00	\$3,501.00
14	Band (Middle School) (7 th and 8 th grade)	\$1,420.00	\$1,562.00
15	Beta Club	\$ 416.00	\$ 458.00
16	Choral (Middle School) (7 th and 8 th grade)	\$1,212.00	\$1,333.00
17	Choral (Senior High)	\$2,108.00	\$2,318.00
18	Class Sponsor (Senior)	\$ 612.00	\$ 673.00
19	Class Sponsor (Junior)	\$ 612.00	\$ 673.00
20	Combination Team Leader and		
21	Department Head (Middle School)	\$ 930.00	\$1,023.00
22	Coordinating Unit	\$2,693.00	\$ N/A
23	Dance Corps	\$ 734.00	\$ 808.00
24	Department Head (Senior High)	\$ 808.00	\$ 888.00
25	Department Head (Middle School)	\$ 808.00	\$ 888.00
26	District Memory Match League (Senior High)	\$ 612.00	\$ 673.00
27	Drama (Senior High)	\$1,420.00	\$1,562.00
28	Drama (Middle School)	\$ 930.00	\$1,023.00
29	Elementary Music	\$ 808.00	\$ 889.00
30	ESE Staffing Specialist* (not subject to indexing)	\$5,000.00	\$ N/A
31	Forensics (Senior High)	\$1,224.00	\$1,346.00
32	Forensics (Middle School)	\$ 930.00	\$1,023.00
33	Future Educators Club of America	\$ 416.00	\$ 458.00
34	Future Problem Solving (two per school)	\$ 480.00	\$ 528.00
35	Honor Society (Senior High)	\$ 416.00	\$ 458.00
36	Honor Society (Middle School)	\$ 416.00	\$ 458.00
37	Lego Robotics (Elementary)	\$ 416.00	\$ N/A
38	Literary Magazine (Senior High)	\$ 367.00	\$ 404.00
39	Memory Match	\$ 930.00	\$1,023.00
40	Newspaper (Senior High)	\$1,151.00	\$1,266.00
41	Newspaper (Middle School)	\$ 930.00	\$1,023.00
42	Odyssey of the Mind (three per school)	\$ 318.00	\$ 350.00
43	Optional Class (not subject to indexing)	\$3,190.00	\$ N/A
44	Orchestra (Senior High)	\$2,108.00	\$2,318.00

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

25

26 Extra Duty – Transportation \$8.00 per ride

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

28

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

32

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

34

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

40 Per day) \$ 22.50 per hour

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

42

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44



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



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

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

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

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

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

37
38 Additional Competition Levels:

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

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

3
4 Additional Compensation Schedule:

5

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

14

15 All others, including track, cross country, golf, wrestling, swimming, tennis,
16 soccer, cheerleading sponsors, and academic club and team coaches:
17 \$ 78.00 per game/event
18

- 19 I. A "Difficult School Assignment" differentiated pay to be paid to all
20 teachers at the Area Alternative Learning Centers. The amount of the
21 differential shall be \$1,000.00.
22
- 23 J. Differentiated pay to teachers at schools designated by the State as a "F"
24 school.
- 25 1. The amount of the differential for all teachers who provide direct
26 academic instruction shall be \$1,200.00. These teachers may
27 include:
- 28 a. Pre-K-6 Teachers
29
- 30 b. Title I teachers who regularly provide direct academic
31 instruction.
32
- 33 c. Special reading, writing or math teachers who regularly
34 provide direct academic instruction.
35
- 36 d. Exceptional Education teachers who regularly provide direct
37 academic instruction.
38
- 39 2. The amount of the differentiated pay for all support teachers who
40 do not provide regular direct academic instruction shall be \$600.00.
41
- 42 K. In order to be eligible for the differentiated pay, teachers must have
43 taught at the site(s) for more than 99 days.
44



74

1 **ARTICLE XIX - NONDISCRIMINATION**

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

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

12
13 **ARTICLE XX - AVAILABILITY OF AGREEMENT**

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

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

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

27
28 **ARTICLE XXII - MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

44


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

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

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

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

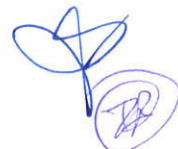
14
15 It is understood and agreed that all functions, rights, power, or authority of the
16 administration of the school district and of the School Board which are not
17 specifically limited by the express language of this Agreement are retained by the
18 administration and the Board, provided however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

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

- 22
23 A. Except as otherwise provided in specific Articles, this Agreement shall be
24 effective immediately upon ratification by the parties.
25 B. This Agreement shall be effective until midnight the day immediately
26 preceding the first day of the beginning of the 2012-2013 and 2013-2014
27 teacher work year.
28
29 C. Negotiations for a subsequent Agreement shall commence no later than
30 May 15, 2013 except as otherwise mutually agreed to by the parties. If
31 any additional funds should become available for salary adjustments due
32 to any legislative action the parties shall immediately return to the table to
33 negotiate all monetary issues.

34
35 **ARTICLE XXVI**
36 **SUMMER EMPLOYMENT**

- 37
38 A. A teacher selected to teach in the District's academic summer school
39 program shall receive the rate of pay as reflected on the previous school
40 year's salary schedule. Each full time teacher who is selected to teach
41 summer school shall be credited with one (1) day of sick leave for each
42 month of employment to be credited at the beginning of each month,
43 provided that such leave shall not be used prior to the time it is earned
44 and credited. A teacher who has accrued sick leave available to him/her



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shall be allowed to use such sick leave in order to be absent from his/her summer school teaching duties. The reasons for use of sick leave are the same as for such use during the teacher's normal work year. All summer school teaching positions shall be advertised and preferential consideration shall be given to continuing contract and professional services contract teachers who are certified in fields required for summer school programs. In the principal's determination as to which teachers shall be assigned to summer school, the principal shall ensure that a fair and equitable rotation of teacher applicants is established.

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

(INTENTIONALLY LEFT BLANK)



1
2
3 **APPENDIX**

4 **Employee Hospitalization/Medical Plan**

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

11 **The Brevard Public Schools Health Plan for 2012**

12 The following rates are based upon a monthly calculation:

13
14 The following rates are based upon a monthly calculation:

15

16 Type	Premium	Board	Employee
17	Amount	Contribution	Contribution
18 Employee	\$ 595.90	\$ 544.23	\$ 51.67
19 Employee /Spouse	\$ 933.10	\$ 544.23	\$388.87
20 Employee/Children	\$ 767.50	\$ 544.23	\$223.27
21 Employee/Family	\$1,050.70	\$ 544.23	\$506.47

22

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

24
25 **The Brevard Public Schools Health Plan for 2013**

26 The following rates are based upon a monthly calculation:

27

28 Type	Premium	Board	Employee
29	Amount	Contribution	Contribution
30 Employee	\$ 595.90	\$ 544.23	\$ 51.67
31 Employee /Spouse	\$ 933.10	\$ 544.23	\$388.87
32 Employee/Children	\$ 767.50	\$ 544.23	\$223.27
33 Employee/Family	\$1,050.70	\$ 544.23	\$506.47

34

35 Surcharge of \$250.00 for Spouse with insurance elsewhere.
36
37
38
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1 **The Brevard Public Schools Health Plan for 2014**

2 The following rates are based upon a monthly calculation:

3

4 Type	Premium 5 Amount	Board 6 Contribution	Employee 7 Contribution
8 Employee	\$ 615.90	\$ 544.23	\$71.67
9 Employee /Spouse	\$ 953.10	\$ 544.23	\$408.87
10 Employee/Children	\$ 787.50	\$ 544.23	\$243.27
11 Employee/Family	\$ 1,070.70	\$ 544.23	\$526.47

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

13 **Prescription Drug Plan**

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

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

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

27
28 **Mental Health Plan**

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

31
32 **Continuation of Benefits**

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

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

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**Brevard Public Schools Health Plan
Schedule of Benefits for Calendar Year 2013**

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

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*For more information regarding the preventive care recommendations, 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 an exact 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 on the Benefits portion of the District website at www.brevardschools.org

**Brevard Public Schools Health Plan
Schedule of Benefits for Calendar Year 2014**

Benefit Feature	In-Network Employee Pays		Out-of-Network Employee Pays
Lifetime / Annual Maximum	None		
Calendar Year Deductible (CYD)	\$150/year individual \$300/year 2 or more		\$500/year individual \$1,000/year 2 or more
Out of Pocket Maximum Per Calendar Year ***	\$3,000/year individual \$6,000/year 2 or more		\$5,000/year individual \$10,000/year 2 or more
	Copay	Coinsurance	Coinsurance
In-Patient Hospital; average semi-private rate	\$500 copay	20% coinsurance	40% coinsurance after CYD
In-Patient Mental Health & Substance Abuse	\$500 copay	20% coinsurance	40% coinsurance after CYD
Outpatient Surgery	\$0	20% coinsurance	40% coinsurance after CYD
Emergency Room	\$150 copay plus 20% coinsurance		
Office Visit – PCP or Mental Health	\$25 copay	\$0	40% coinsurance after CYD
Office Visit – Specialist	\$45 copay	\$0	40% coinsurance after CYD
Urgent Care Center/Convenience Care	\$40 copay	\$0	40% coinsurance after CYD
BPS Preferred Health Centers	\$15 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		40% coinsurance after CYD
Well Baby Exam			40% coinsurance after CYD
Well Child Exam			40% coinsurance after CYD
Annual Well Adult Exam			40% coinsurance after CYD
Mammography, PAP, & PSA Screenings			40% coinsurance after CYD
Colonoscopy Screening	40% coinsurance after CYD		
Ambulance Services	\$0	20% coinsurance	40% coinsurance after CYD
Major Diagnostic Services (e.g., x-rays, MRI, PET etc)	\$0	20% coinsurance	40% coinsurance after CYD
Maternity Care	\$0	20% coinsurance	40% coinsurance after CYD
Outpatient Hospital Facility including but not limited to ambulatory surgery, diagnostic, laboratory, rehabilitation	\$0	20% coinsurance	40% coinsurance after CYD
Routine Laboratory Services Physician Office or Reference Laboratory	\$0	\$0	40% coinsurance after CYD
Chiropractic Coverage Limited to twenty (20) visits per calendar year	\$0	20% coinsurance	40% coinsurance after CYD
Short-term rehabilitative Services (**PT, ST, OT, pulmonary) Limited to a combined sixty (60) visits per calendar year	\$0	20% coinsurance	40% coinsurance after CYD
Chemotherapy, Radiation Therapy at outpatient facility	\$0	20% coinsurance	40% coinsurance after CYD
Skilled Nursing Facility (includes rehab hosp & sub-acute facilities - limited to 120 days per calendar year)	\$0	20% coinsurance	40% coinsurance after CYD
Home Health Care – Multiple visits can occur in one day with a visit defined as a period of 2 hours or less to a max of 8 visits/day	\$0	20% coinsurance	40% coinsurance after CYD
Durable Medical Equipment (includes Diabetes Supplies)	\$0	20% coinsurance	40% coinsurance after CYD
Hospice	\$0	20% coinsurance	40% coinsurance after CYD
Cardiac Rehabilitative Services Limited to 36 visits per calendar year	\$0	20% coinsurance	40% coinsurance after CYD
Transplant Services -Maximum benefit for transportation, lodging and meals \$10,000, subject to guidelines in Section IV of the plan document. (SPD)	\$0	20% coinsurance	40% coinsurance after CYD
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*For more information regarding the preventive care recommendations, please see the federal government website:

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**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 an exact 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 on the Benefits portion of the District website at www.brevardschools.org

1 **IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized
2 representatives to execute this negotiated Agreement on this 22nd day of
3 January, 2013 to be effective as stated herein.
4

5
6 **THE SCHOOL BOARD OF BREVARD COUNTY**


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9 By: 
10 Chairperson

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12 Attest: 
13 Superintendent of Schools

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15 Attest: 
16 Chief Negotiator
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23 **THE BREVARD FEDERATION OF TEACHERS, Local 2098,**
24 **Florida Education Association, AFL-CIO, Inc., American Federation of**
25 **Teachers, National Education Association**

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27 By: 
28 President

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30 Attest: 
31 Vice President/Chief Negotiator
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BOARD BARGAINING TEAM

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

UNION BARGAINING TEAM

Dan Bennett, Chief Negotiator
John Chybion
Vicki Dyer
Larry Finch
Cherline Gipson
Debbie Sandstrom
Jennifer Stokes

NONDISCRIMINATION NOTICE

It is the policy of the School Board of Brevard County to offer the opportunity to all **students** to participate in appropriate programs and activities without regard to race, color, gender, religion, national origin, disability, marital status, or age, except as otherwise provided by Federal law or by Florida state law.

A **student** having a grievance concerning discrimination may contact:

Dr. Brian T. Binggeli
Superintendent
Brevard Public Schools

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

Dr. Walter Christy,
Director
Secondary Education

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

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

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

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

Ms. Joy Salamone, Director
Human Resources Services/
Labor Relations

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

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