

# **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**



2015-2016

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**AGREEMENT**

This Agreement is made and entered into effective as of midnight October 26, 2015 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.

*Jeff*



- 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.

Jeff



- 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**

- 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**

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

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

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

9 **Section B - Procedures**

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

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

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

29 **Step I (Informal)** Within ten (10) days of an event giving rise to an alleged  
30 grievance, the teacher, and if the teacher desires, a Union representative, shall  
31 request a Step I meeting to discuss informally the grievance with his/her  
32 principal. The principal shall grant the meeting within three (3) days of the  
33 request. A written agenda is not required before a Step I meeting in scheduled.  
34 The Union, when requesting a meeting to discuss an alleged grievance, will  
35 identify that the meeting is to discuss an alleged grievance and will identify the  
36 specific article, section, paragraph and subparagraph, if applicable, of the  
37 collective bargaining agreement that allegedly has been violated. Within three  
38 (3) days of the Step I meeting, the administrator shall inform the teacher and  
39 Union of his/her decision.  
40

41 **Step II (Formal)** If not satisfied with the resolution of the grievance at Step 1,  
42 the teacher may submit the complete grievance to the Director of Human  
43 Resources Services/Labor Relations. The filing of the grievance at Step II must

*Jett*





1 be within five (5) workdays of the Step I decision. Within five (5) days of the  
2 receipt of the Step II filing, the Director of Human Resources Services/Labor  
3 Relations and the teacher shall meet in an effort to resolve the dispute. The  
4 teacher and the Director of Human Resources Services/Labor Relations may  
5 mutually agree to waive the necessity to conduct the Step II meeting and allow  
6 the grievance to proceed forward to Step III. The Director of Human Resources  
7 Services/Labor Relations shall submit his/her written decision to the teacher, with  
8 a copy to the Union, within seven (7) days of the Step II meeting, or if no Step  
9 II meeting is held, within five (5) days of the execution of the waiver described  
10 herein.

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

20  
21 **Step IV (Formal)**

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

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- 1       3.     The arbitrator shall be without power or authority to make any  
2            decision contrary to or inconsistent with, or modify or vary in any way  
3            the terms of this Agreement. He/She shall have no power to add to,  
4            delete from, or modify in any way any of the provisions of this  
5            Agreement. The arbitrator's award may include such remedy as shall  
6            be authorized by law.  
7
- 8       4.     Fees and expenses of the arbitrator shall be shared equally by the  
9            Board and the Union.

### 10       **Section C - General Provisions**

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

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

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

- 14  
15           5. When hearings are held during school hours, persons necessary to be  
16           present shall be excused without loss of pay or accumulated leave,  
17           provided that the Step IV hearing arrangements shall also be made to  
18           permit the appearance of witnesses without loss of pay or accumulated  
19           leave whom the arbitrator shall deem necessary.  
20  
21           6. If a grievance arises as a result of a condition which the immediate  
22           supervisor is without the jurisdiction to resolve, the teacher may file the  
23           grievance at Step III (superintendent level) and proceed through the  
24           grievance procedure from Step III forward.  
25  
26           7. Nothing in this Agreement shall be construed as compelling the Union to  
27           submit a grievance to arbitration.  
28  
29           8. No reprisals of any kind shall be taken against any participant in the  
30           grievance procedure by reason of such participation.  
31  
32           9. Grievance files shall be filed separately from other files of the teacher.  
33  
34           10. Necessary forms for the filing of grievances shall be mutually agreed to  
35           by the Union and the Board. Costs incurred in the printing, supply, and  
36           required distribution of such forms shall be shared equally by the Union  
37           and the Board.  
38  
39           11. Any claim or grievance arising under the Agreement while said  
40           Agreement is in force shall be processed through the grievance  
41           procedure until its resolution.  
42  
43  
44

*John*



1 **ARTICLE V - UNION RIGHTS**

2  
3 **Section A - Leave for Union Service**

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

- 8
- 9 1. No less than one (1) workday may be taken at any one time.
  - 10
  - 11 2. No more than two (2) teachers shall be absent from any single worksite  
12 at the same time.
  - 13
  - 14 3. All substitute cost shall be borne by the Union.
  - 15
  - 16 4. Except for paragraph 3 above, the cost of substitute(s) incurred as a  
17 result of such leave shall be at the expense of the Union.
  - 18
  - 19 5. No more than four (4) days notice shall be required for such leave  
20 application.
  - 21
  - 22 6. No more than eleven (11) days of such leave shall be taken by any one  
23 teacher during any given school year. No more than five (5) of such  
24 days may be taken consecutively.
  - 25

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

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

44

*JEH*



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

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

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

12  
13 **Section C - Bulletin Boards**

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

33  
34 **Section D - Union Meetings**

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

Jeff



1 usage. The use of such facilities hereunder shall also be contingent upon such  
2 causing no interference with the instructional matters of the school district.

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

### 12 13 **Section E - Distribution of Literature**

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

### 27 **Section F - Superintendent - Union Conferences**

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

### 37 38 **Section G - School Visitation by Union Representatives**

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

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

*Jelt*



- 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)

*Jett*



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



- 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

### 22       **Section P - Exclusivity Rights**

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

### 27

### 28       **Section Q – Union and Board Workshops**

29       A minimum of one (1) workshop annually (per year) for topics of discussion to be  
30       mutually determined by the Board Chair and Union President

## 31

## 32                                        **ARTICLE VI**

## 33                                        **GENERAL CONDITIONS OF EMPLOYMENT**

## 34

### 35       **Section A - Fair Employment Practices**

- 36       1. If the superintendent shall recommend the dismissal or non-renewal of  
37       any teacher, the teacher shall be given written notice thereof with  
38       reason(s) prior to final School Board action on such recommendation.
- 39
- 40       2. Upon receipt of the notice described in the preceding subsection, or  
41       upon being advised that the superintendent intends to make such  
42       recommendation for dismissal or non-renewal, the teacher shall, upon  
43       written request filed with the superintendent no later than five (5)  
44       calendar days following receipt of such recommendation or advice of

Jeff



1 intention to recommend, have the right to a meeting with the  
2 superintendent at which the teacher may advance reasons why such  
3 dismissal or non-renewal should not be recommended to the School  
4 Board.

- 5  
6 3. If any teacher shall be disciplined, i.e. demoted, suspended other than  
7 pursuant to dismissal, or suffer loss of pay, such discipline shall be for  
8 just cause and may be challenged pursuant to the provisions of Article  
9 IV of this Agreement.

10  
11 As used herein, "demoted" shall not be construed to include a  
12 determination of the Board to change any differentiated pay position  
13 assignment or extracurricular duty assignment.

- 14  
15 4. If it shall be ascertained that the disciplinary action taken against a  
16 teacher resulted in loss of salary or other benefits without justification,  
17 the teacher shall be restored such salary or other benefits to the extent  
18 feasible. Such restoration shall include placement on the salary  
19 schedule so that the teacher's salary shall be no less than the amount  
20 that he/she was scheduled to receive prior to disciplinary action.  
21  
22 5. Teachers who no longer are employed by the Board shall retain the  
23 right to grieve alleged violations of this Agreement, which occurred  
24 during their employment or concurrent to their involuntary termination,  
25 subject only to the provisions of Article IV.  
26

27 **Section B - Calendar**

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

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- e. New Year's Day
- f. Martin Luther King Day

4. Effective for the school year 2013-2014, four additional early release Wednesdays, in September, October, January and February for site based professional development. January planning day and the post-planning day at teacher's discretion. One (1) selected early release Wednesday a month, except for December, April and May shall be for teachers planning/preparation which may include accountability activities, implementation and monitoring of School Improvement Plans, parent conferences, department/team/planned learning communities (PLC) meetings, area articulation meetings, other collaborative interactions as determined by teachers and administrators at the school. The early release program shall be implemented in a manner that ensures compliance with Florida Statutes in regard to instructional time. Instructional staff is required to complete the regular school day on early release days and may not shorten their day except when the administrator has provided approved leave for a specific purpose.
5. The principal will provide an additional thirty-five (35) minutes of protected planning time once a week. The day of the week will be at the principal discretion.
6. It is the intent that the three (3) shortened student days at the end of each semester be utilized for those activities required to complete the student evaluation process. The teacher workday between semesters shall be for the purpose of uninterrupted teacher planning and preparation.
7. Except for reporting at the end of the first semester and the end of the last semester, provided that grades are not due before the end of the workday, teachers shall have no less than two (2) workdays after the end of the grading period to prepare grades before turning in such grades to the administration and/or school office. If Ed-Line is unavailable due to the district server being down, for three (3) or more hours at the end of a grading period, the deadline for grades being due may be extended the amount of time that Ed-Line was unavailable to teachers.
8. Elementary schools may develop through the School Advisory Committee, for submission through the district waiver process, a plan for an amount of time during the teacher workweek where teachers and parents may confer and teachers may plan together or individually. The

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1 waiver process and form will be made available to the chairperson of  
2 the School Advisory Committee and the Union office.

- 3  
4 9. A principal shall inform teachers of their end of the school year  
5 checkout obligations no later than two weeks prior to the last scheduled  
6 student day.

7  
8 **Section C - School Day**

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

*Jett*



1 used for those purposes, which could be better accomplished by  
2 utilizing a school-wide faculty meeting.

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

J. H.



1 and media specialists not assigned a full class load. Multi-period  
2 blocks of classes as used herein shall mean only those instances in  
3 which a teacher's classes are scheduled in multi-period blocks for  
4 the entire student day, e.g. three (3) classes of two (2) period  
5 blocks in a six (6) period day. Provided that in the event of an  
6 emergency, planning time as provided herein for an exceptional  
7 education teacher may not be provided.  
8

- 9 h. It is not the intent of the Board herein to preclude reasonable  
10 preparation time for teachers not covered herein, where such  
11 preparation time may reasonably be provided.  
12  
13 i. A teacher who is not assigned to the extended day program as  
14 provided herein and is scheduled for more than one (1) daily non-  
15 teaching period may be assigned to perform other duties as  
16 required during no more than two (2) of such additional daily non-  
17 teaching periods per teacher workweek. Teachers who do not  
18 receive the equivalent of more than one planning period shall not  
19 be assigned any additional supervision duties during the student  
20 day.  
21  
22 j. Every reasonable effort shall be made to provide teachers required  
23 to attend a staffing with no less than ten (10) working days notice.  
24  
25 k. There shall be no expectation that an IEP be written more than a  
26 week before the IEP conference.  
27  
28 3. A teacher may leave the school site during his/her workday after  
29 signing out (manually or electronically) and notifying the principal or  
30 designee.  
31  
32 4. The normal teacher workweek shall not exceed forty (40) hours  
33 inclusive of a daily thirty (30) minute lunch period except in an  
34 emergency and/or compensatory time.  
35  
36 a. If the teacher workweek shall be less than five (5) days as a  
37 consequence of an official school recess or holiday, the normal  
38 workweek shall be reduced pro-rata from paragraph 4 above.  
39  
40 b. Adjustments to the workweek shall be allowed only when the  
41 length of the work assignment(s) does not cumulatively exceed  
42 thirty (30) minutes in a normal workweek.  
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- c. Assignments beyond the thirty (30) minutes in such workweek are subject to the compensatory time provisions of this Agreement.
  - d. No more than two (2) required evening events shall be scheduled per semester. Any subsequent events shall be clearly understood to be voluntary participation and compensatory time shall be offered.
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 workweek, time spent at the parent conference shall be subject to compensatory time provided that the principal and teacher have prior mutual agreement that such parent conference time will qualify for compensatory time. Parent conferences as used herein are those parent conferences in addition to those found on the school calendar as adopted by the Board. The requirement of "prior mutual agreement" may be met by the principal establishing a building policy.
  - b. In the event a principal assigns a teacher to perform duties which require him/her to return to school for evening functions (e.g. open houses, individual parent conferences, other such functions), time spent at such assignments shall be accruable to compensatory time. This does not preclude a teacher from applying for compensatory time accrual for other duties beyond the forty (40) hour workweek.
  - c. Requests to accrue compensatory time shall be submitted within seven (7) workdays of the event and the principal shall act on the request within four (4) workdays of submission by returning the signed form. In the event the principal does not act on any request for accrual of compensatory time within the specified time frame the request shall be considered approved.
  - d. On any day that teachers are required or have mutually agreed with the principal to return to school for evening activities, teachers shall be released as soon as the student day has ended and student supervisory duties have been completed.

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- e. In the event a teacher transfers during the school year from one school to another, any unused compensatory time shall transfer with the teacher subject to the following condition: Written verification of accrued compensatory time shall be provided from the sending principal to the receiving principal at the time of the transfer.
  - f. Compensatory time shall only be accrued during the school year in which it is earned.
  - g. Compensatory time shall automatically be accrued for required supervisory responsibilities at assemblies, test proctoring or other activities that eliminate a teacher's planning time.
6. The rules governing the utilization of compensatory time shall be as follows:
- a. Except as otherwise provided herein, compensatory time shall only be utilized during the school year in which it is earned. Teachers shall be given the opportunity to utilize their compensatory time, as provided herein, and compensatory time shall not be carried forward from one school year to another except as provided.
  - b. Teachers shall submit a written request to the principal for utilization. The written request must be received by the principal no earlier than forty (40) calendar days prior to and no later than two (2) school days prior to the date compensatory time, if approved, is to be utilized.
  - c. The principal shall act on requests for the utilization of compensatory time within one (1) school day, if submitted two (2) school days prior to the utilization. Other requests shall be acted upon within two (2) school days of the request. In the event the principal does not act on any request for the utilization of compensatory time within the specified time frames, the request shall be considered approved. In circumstances where the requesting teacher is not assigned to the same worksite as his/her principal, such responses shall be extended to three (3) school days. When a teacher applies for compensatory time two (2) or more school days prior to the day compensatory time is requested to be utilized, the teacher cannot be required to supply his/her own substitute as a condition of approval for such compensatory time request.

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- 1 d. Time limits may be waived by the principal without precedent and  
2 at his/her discretion.  
3
- 4 e. Failure of a teacher to utilize approved compensatory time may  
5 result, at the principal's discretion, in the reduction of such time from  
6 the teacher's accrued compensatory time balance.  
7
- 8 f. Up to sixteen (16) hours of unused compensatory time shall be  
9 carried forward to the next school year.  
10
- 11 g. Up to sixteen (16) hours of accrued compensatory time shall be  
12 made available to that teacher for utilization during the normal  
13 student day Nothing contained herein shall preclude a principal from  
14 approving utilization of compensatory time during the student day  
15 beyond the minimum guaranteed amount of sixteen (16) hours.  
16
- 17 h. Nothing contained herein shall be construed as precluding a  
18 principal from allowing the utilization of compensatory time on a  
19 nonstudent attendance day as reflected on the school calendar as  
20 adopted by the Board.  
21
- 22 i. In the event a principal denies the utilization of accumulated  
23 compensatory time on an inservice day or on a post-planning day as  
24 scheduled on the school calendar as adopted by the Board, such  
25 denial shall give the affected teacher(s) the right to use, at his/her  
26 option, compensatory time in lieu of and for the same purpose(s) as  
27 sick leave. The amount of any such compensatory time utilized as  
28 sick leave shall be no more than an amount equal to the time  
29 designated by the Board for the affected inservice day or post-  
30 planning day. Provided that any sick leave taken on an inservice day  
31 or post-planning day shall be deducted from the accrued sick leave  
32 balance of the teacher.  
33
- 34 j. In the event a teacher chooses to utilize compensatory time in lieu  
35 of sick/personal leave as provided herein, such teacher shall be  
36 given a verification of such time being so charged to his/her  
37 compensatory time balance.  
38
- 39 k. The utilization of accrued compensatory time for a documented  
40 medical emergency shall be permitted. Documentation shall be  
41 submitted upon return to duty.  
42
- 43 7. As used herein, the normal teacher workweek shall not include time  
44 devoted to performance of duties for which compensation is received

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1 pursuant to The Schedule of Differentiated Pay for Extracurricular and  
2 Differentiated Pay Compensation. If such assignment is not included in  
3 the Schedule of Differentiated Pay, the amount paid for such  
4 assignment shall be as determined by the Board.  
5

- 6 8. Itinerant teachers who are required to travel among various schools and  
7 other locations in the county to perform their official duties are eligible  
8 for reimbursement after the first stop of the work day. Travel is not  
9 reimbursed from the itinerant teacher's home to the first site visited or  
10 from the last site visited to home, unless the mileage driven exceeds the  
11 itinerant teacher's commuting mileage. The reimbursement rate shall be  
12 no less than the rate allowed by federal law.
- 13 a. Employees who regularly travel among the various schools and  
14 other location in the county to perform their official duties, will be  
15 eligible for reimbursement beginning with the first stop of the work  
16 day unless the first stop is farther from their home than their  
17 established work site.  
18
  - 19 b. If the first stop of the day is farther from the employee's home  
20 than the established work site, the employee will be eligible for  
21 mileage reimbursement for the difference between the work site  
22 and the first stop of the day.  
23
  - 24 c. From the first stop of the day, the employee will be eligible for  
25 reimbursement for mileage to other sites for official business during  
26 the day.  
27
  - 28 d. The employee shall be reimbursed for mileage between the last  
29 stop of the day and return to the established work site or to the  
30 employee's home, whichever shall be the lesser, which could result  
31 in the employee being reimbursed for returning home from work.  
32
  - 33 e. Since reimbursement for returning home is made for personal, not  
34 business, miles traveled, it will result in taxable income to the  
35 employee and will be reported on the employee's W-2.  
36
  - 37 f. The reimbursement rate shall be no less than the rate allowed by  
38 law.  
39
  - 40 g. In the event that a teacher is required by the Board to travel within  
41 the district but beyond the administrative area (North, Central,  
42 South) in which he/she is normally assigned, the teacher shall be  
43 entitled to mileage either to and from his/her normal worksite to  
44 the out-of-area worksite, or to and from his/her home to the out-

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1 of-area worksite, whichever shall be the lesser. This out-of-area  
2 provision is intended to entitle a teacher to reimbursement for  
3 travel to and from an assignment for which he/she received specific  
4 direction by the Board to attend and which also requires a teacher  
5 to travel from one administrative area to another.  
6

- 7 9. Attendance of teachers at PTA or PTO meetings shall be voluntary.  
8
- 9 10. The length of the normal teacher workweek shall be forty (40) hours.  
10 During the ten (10) days totaling eighty (80) hours reflected on the  
11 Board-adopted school calendar as student non-attendance days, the  
12 Superintendent and/or Principal shall schedule thirty-six (36) hours of  
13 teacher work assignments providing a forty-four (44) hour balance  
14 which shall be designated as teacher planning/preparation time. The  
15 Principal shall give to teachers on the first day of pre-planning a written  
16 schedule of the year's non-student days, specifying which hours are to  
17 be administratively designated and which hours are to be used as  
18 teacher planning/preparation time. Except in an emergency, the  
19 Principal shall not adjust the schedule. In such case, the adjusted  
20 schedule shall be provided in writing with details of the emergency.  
21
- 22 11. The regular workweek is forty (40) hours. The principal will establish the  
23 eight-hour work day. All scheduled meetings shall be scheduled within  
24 the eight-hour work day. It shall not be established practice to regularly  
25 schedule a workday longer than eight hours.  
26
- 27 12. In addition to the eight-hour day, a principal shall create at least one  
28 alternate eight-hour daily schedule. Teachers will be given the  
29 opportunity to opt into this schedule during pre-planning, or at time of  
30 hire. Teachers who opt into the alternative schedule are still responsible  
31 to attend required meetings, even if this extends their work day beyond  
32 eight hours. This language does not prevent a principal and teacher  
33 from mutually agreeing to change work hours on an individual basis.  
34
- 35 13. Teachers shall not be required to open their classrooms to students more  
36 than fifteen (15) minutes before the published start of the student day.  
37 Exceptions will be allowed for inclement weather or other emergencies.  
38

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

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

*JCH*



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

3  
4 b. The Board and the Union agree to review the classroom  
5 management training of the beginning teacher in order to  
6 determine what changes, if any, should be made in order to better  
7 equip beginning teachers to handle student discipline. On a  
8 voluntary basis, Educational Research and Dissemination programs  
9 on classroom management for the beginning teachers shall be  
10 made available to teachers during the afternoon of the preplanning  
11 period. The voluntary nature of such ER&D programs shall not  
12 prohibit the principal from providing compensatory time for such  
13 attendance, provided that up to four (4) ER&D instructors shall be  
14 granted compensatory time for time spent in instructing the ER&D  
15 Program described above.

16  
17 2. Teachers shall be assigned to a grade level and/or subject for which  
18 they are qualified. If teachers are assigned to a grade level and/or  
19 subject beyond the scope of their certificate they shall be reassigned as  
20 promptly as circumstances permit within the scope of their certificate.  
21 The foregoing shall not preclude agreement of teachers to continue to  
22 teach outside the scope of their certificate while working for the  
23 acquisition of proper certification.

24  
25 3. Every effort shall be made not to move a teacher from a primary to an  
26 intermediate assignment or from an intermediate assignment to a  
27 primary assignment or more than two grade levels from his or her  
28 current assignment without the consent of the teacher. Every effort  
29 shall be made not to move a secondary teacher more than two grade  
30 levels, or out of or into specialized programs without the consent of the  
31 teacher. Every effort shall be made to not give a secondary teacher a  
32 third preparation.

33  
34 4. No later than one week before the voluntary transfer period begins, the  
35 principal shall make available, upon request of the teacher, his/her  
36 anticipated teaching and room assignment for the following school year.  
37 Further, after December 1, the principal shall make available upon  
38 request of the teacher, his/her anticipated teaching assignment for the  
39 forthcoming school semester.

40  
41 5. Schedules for all classroom teachers in secondary schools shall be  
42 posted in each school no later than September 28 of each school year.  
43 Room assignments, planning times, and grade assignments shall be  
44 similarly posted in each elementary school. Both the teacher's

*Jgt*



1 certification(s) and recent teaching experience shall be considered when  
2 determining the teacher's assignment.

- 3
- 4 6. No teacher shall be required to formally evaluate any other teacher,  
5 except for the purpose of assessing individual collaborative mutual  
6 accountability within school teams as required in the District's  
7 Instructional Personnel Performance Appraisal System (IPPAS). There  
8 shall be no requirement that peer observations be reported to  
9 administration.
- 10
- 11 7. If teachers are required to teach at more than one school, one school  
12 shall be designated as his/her home base. Except as otherwise  
13 provided herein, teachers who are assigned to teach in more than one  
14 school and such assignment results in his/her traveling between such  
15 schools during the student day, such teacher shall suffer no loss of the  
16 rights conferred by this Agreement, including loss of planning time  
17 and/or duty-free lunch as contained herein.
- 18
- 19 8. The use of time clocks for checking in and out shall be prohibited.
- 20
- 21 9. Teacher participation in school activities beyond the normal teacher  
22 workweek shall be voluntary wherever possible. If a situation arises  
23 where such assignment must be made where no volunteers are  
24 available, priority consideration will be given to the teacher's prior  
25 personal commitments. All assignments beyond the teacher workweek  
26 will be compensated pursuant to Article XVIII of this Agreement, or if  
27 such assignment is not included within Article XVIII, such amount as  
28 may be determined to be appropriate by the Board.
- 29
- 30 10. Secondary teachers are eligible for an optional class differential if  
31 electing to teach a seventh (7<sup>th</sup>) period. This assignment is on a  
32 voluntary regular daily basis and is limited to the circumstances listed  
33 below:
- 34 a. A teacher may volunteer to teach a class during his/her planning  
35 period on a regular daily basis.
- 36
- 37 b. A teacher assigned to teach six periods may volunteer to teach an  
38 optional seventh period.
- 39
- 40 c. Each principal shall notify all teachers from his/her faculty of the  
41 availability of scheduled optional classes.
- 42

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- 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:
  - a. Targeted state-adopted standards
  - b. Evidence of learning/assessments that will demonstrate students' mastery of the state-adopted standards.
  - c. Daily learning activities.

The format for plans shall be decided by the teacher for the purpose of working with his/her students and shall include sufficient information for substitutes and evaluators. Teachers are expected to show necessary documentation for the student with IEP's, 504 plans, ESOL requirements and other accommodations. The documentation does not have to be in weekly lesson plans. There shall be no requirement that teacher's lesson plans are for more than one week at a time. Teachers leaving the district or transferring to another school shall turn in their lesson 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 "DA", "D" and "F" schools until they have regained at least "C" status.

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

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

11  
12 Each school shall have three (3) to seven (7) members on its Steering  
13 Committee, with one membership reserved for a BFT building  
14 representative or designee. Other members shall be selected by the  
15 faculty. It is not the responsibility of the principal to organize the  
16 Steering Committee.

17  
18 The Steering Committee is responsible for submitting a written agenda  
19 to the principal no less than three (3) workdays before the meeting with  
20 the principal. The Steering Committee will prepare minutes of the  
21 meeting and submit those minutes to the principal for review. Upon  
22 approval of the minutes by both parties, the Steering Committee will  
23 make available to the school faculty minutes of the meeting.

- 24  
25 13. The requirements and procedures for teacher attendance at Board-  
26 adopted district inservice days as reflected on the Board-adopted district  
27 calendar shall be as follows: Teachers shall attend inservice programs  
28 held on inservice days except as provided below.
- 29 a. When district records show that a teacher has had, within the three  
30 (3) previous years, a specific inservice experience, which is being  
31 required, the teacher may attend at his/her option.
  - 32
  - 33 b. Upon a review of the inservice programs offered on a specific  
34 inservice day, the teacher and his/her principal mutually agree that  
35 the programs offered on that day do not contain activities which  
36 would beneficially apply to the responsibilities of the teacher or the  
37 teacher has renewed his/her certificate for that school year, the  
38 teacher shall be allowed to remain at his/her school or at another  
39 school board cost center, as assigned by the principal or request  
40 compensatory time.
  - 41
  - 42 b. A teacher is granted an approved leave of absence for that day(s).
  - 43

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- 1 14. When a teacher receives a significant reassignment after the start of the  
2 school year, the principal shall provide non-student time for planning  
3 and preparation. Furthermore, if a teacher receives a significant  
4 reassignment after PGP's have been submitted, the teacher will be  
5 given the opportunity to modify the PGP to better reflect the new  
6 assignment.  
7
- 8 15. Teachers serving in differentiated pay positions at other than their  
9 home school may, at the discretion of the principals involved, with  
10 reasons given when denied, leave at the end of the school's student day  
11 to fulfill those differential responsibilities.  
12
- 13 16. The Brevard Public Schools (BPS) electronic system shall be used in lieu  
14 of paper grade books. The teacher of record will input grades and  
15 content weekly for parents to review. At the teacher's discretion, a  
16 monthly calendar is adequate in lieu of weekly content up-dates in the  
17 electronic system. The grades should reflect how students are doing on  
18 an on-going basis. Grades reported in the areas of Art, Music, Physical  
19 Education or specialized programs may vary. On-going training shall be  
20 made available to teachers.  
21
- 22 17. The parties agree that with growing use of technology, there is a  
23 reduced need for paperwork. Every effort shall be made to eliminate  
24 the need for multiple entry of data.  
25
- 26 18. No teacher shall be required to apply for an award, or retaliated against  
27 for not applying for an award, for his/her school(s) or department(s),  
28 for which they are ineligible.  
29
- 30 19. In order to maintain employment, instructional staff are required to hold  
31 teacher certification issued by the Florida Bureau of Educator  
32 Certification or the District as a term of employment will be required to  
33 be certified, qualified and highly qualified to teach core content courses  
34 or certified and qualified to teach non-core content courses in the areas  
35 for which they are re-employed. If a teacher removes a certification for  
36 which they were employed, re-employed or reappointed to teach, the  
37 District has no further obligation to continue his/her employment.  
38
- 39 20. Semester exams, if required for submission for review by administration  
40 shall not be required for submission more than two (2) weeks in  
41 advance of the administration of the exam.  
42  
43  
44

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1 **Section E - Vacancies and Promotional Vacancies**

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

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- 1 7. Upon written request, teachers with highly effective and effective  
2 evaluations shall be granted interviews for all posted vacancies for  
3 which they qualify before such vacancies are filled.  
4
- 5 8. Training for ESOL/META endorsement shall be the District's  
6 responsibility. Upon ratification of this agreement, for each person who  
7 qualifies for the ESOL endorsement through the 300-hour district ESOL  
8 Add-On Certification Program, the District will fund the \$75.00  
9 application cost to the Department of Education. This payment is not  
10 retroactive.  
11

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

13 The parties agree that it is in the best interest of the district to reappoint highly  
14 effective or effective annual contract (AC) teachers as soon as possible. To meet  
15 that goal, principals may recommend to the Board for reappointment any annual  
16 contract (AC) teacher with highly effective or effective scores on his/her  
17 Professional Practices portion of the Instructional Personnel Performance  
18 Appraisal System (IPPAS) up to two (2) weeks before the District begins any  
19 voluntary or involuntary transfer period.  
20

21 An instructional annual contract employee who received an overall rating of no  
22 less than "Proficient" for the current year's "Summative Part 1: Professional  
23 Practices" Instructional Personnel Performance Appraisal System (IPPAS) annual  
24 evaluation and no less than an "Effective" final evaluation rating in the prior year  
25 in Brevard County will be reappointed and assigned on an annual contract to  
26 his/her current school and subject area, provided that a position exists at his/her  
27 school and said employee meets all necessary eligibility requirements related to  
28 certification, Highly Qualified status, ESOL status, and program needs, prior to  
29 the final student day of the school year. Should a position not exist at the school  
30 for which the above employee would otherwise be eligible for reappointment, the  
31 employee shall be placed in the Annual Contract Teacher Pool. An employee in  
32 this Pool shall be eligible for reappointment should a position in the District  
33 become available as long as he/she meets all necessary eligibility requirements  
34 related to certification, Highly Qualified status, ESOL status, and program needs.  
35 In cases where more than one individual in the Annual Contract Teacher Pool  
36 qualifies for a vacant position, the principal shall interview from the eligible  
37 candidates. All teachers placed in the Pool will be assigned to positions in their  
38 certification areas before an external candidate with the same certification is  
39 hired. An eligible annual contract teacher who refuses a position offered through  
40 these procedures shall forfeit his/her placement in the Annual Contract Teacher  
41 Pool. The District's Human Resources Department shall compile and maintain a  
42 list of employees in the Pool who meet the aforementioned requirements but for  
43 whom no position is available in the District. This language shall not be  
44 applicable to program areas identified by the District for workforce reduction for

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1 the ensuing school year. Procedures for placement in the Annual Contract  
2 Teacher Pool shall be made known, in writing, to any teacher being placed in the  
3 Pool prior to the last day of the school year. The entire process defined by this  
4 language ends at the close of the six-day count process. At that time, the  
5 Annual Contract Teacher Pool is dissolved.

6  
7 1. Voluntary Transfer from School to School

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

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1 f. In April of each year, schools will compile a list of anticipated  
2 vacancies for the next school year. The lists will be assembled at  
3 the District and then placed on Share Point. This will allow  
4 Continuing Contract (CC) teachers and Professional Service  
5 Contract (PSC) teachers a two-week opportunity to interview for  
6 possible transfer.  
7

8 2. Reassignments Within a School

9 a. A teacher shall have the right to request reassignment within the  
10 same school to which he/she is assigned.  
11

12 b. Teachers may voluntarily change positions with other teachers  
13 within a school with approval of the principal.  
14

15 3. Involuntary Transfer

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

19 a. The principal shall inform the faculty of the necessity to reduce  
20 continuing contract and professional services contract teachers and  
21 provide the faculty with the opportunity to request transfer to fill a  
22 vacancy at another school.  
23

24 b. Prior to the reappointment of any annual contract teachers, all  
25 continuing contract and professional services contract teachers, in  
26 the district, shall be assigned to a position. Provided that in the  
27 event there is no continuing contract teacher or professional  
28 services contract teacher certified in a field in which there is a  
29 vacant position, an annual contract teacher may be appointed to fill  
30 such position.  
31

32 c. A listing of teacher vacancies shall be posted at each school, which  
33 is reducing continuing contract or professional services contract  
34 teachers. The list shall be made available to all teachers on Share  
35 Point, or other internal electronic means, no later than the first day  
36 of the transfer period.  
37

38 d. If a teacher who volunteers to transfer to a vacancy meets the  
39 certification requirements for such vacancy, such teacher shall be  
40 given the opportunity to interview for the vacant position. Provided  
41 a request for such interview is made to the appropriate principal  
42 within a five (5) workday period immediately following the faculty  
43 notification as provided in paragraph 1 herein. The teacher must

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

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

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

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

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

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

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

41  
42 h. In the event the Board determines to transfer a teacher for reasons  
43 other than declining enrollment, the following procedures shall  
44 apply:

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

6  
7 2) The teacher who volunteers will be given priority over new  
8 hires in the affected teacher's field of certification in those  
9 schools at which the teacher has sought an interview.

10  
11 i. In the event the teacher does not choose to volunteer, the  
12 following procedures will apply:

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

15  
16 2) The reason(s) for such transfer shall be contained in such  
17 notification.

18  
19 3) The teacher shall be given the opportunity to meet with the  
20 Superintendent for the purpose of advancing his/her reasons  
21 why such transfer should not take place.

22  
23 4. In the event the Board decides to close a school for the following school  
24 year, Continuing Contract (CC)/Professional Services Contract (PSC)  
25 teachers at the affected school shall have a separate transfer period that  
26 shall end no later than the beginning of the first voluntary transfer  
27 period as described in Article VI, Section F. I. (f). Before such transfer  
28 period, it shall be determined to which school(s) students from the  
29 closing school will transfer. Teachers shall be allowed to interview at  
30 the school(s) that are to receive students from the closing school. Every  
31 reasonable effort shall be made to place CC/PSC teachers at the  
32 receiving schools, as long as there are positions available that match  
33 certifications. Teachers may then participate in voluntary transfer  
34 periods.

35  
36 **Section G - Teacher Evaluations**

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

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- a. An IPPAS focus group shall be assembled once a year, in the spring semester, to discuss successes and issues of the evaluation system. The focus group shall be jointly chaired by the President of BFT, or designee, and the Superintendent, or designee. Recommendations may be made by this focus group for changes in the IPPAS to which may be implemented the following year.
- 2. Observations of a teacher's performance for the purpose of formal evaluation shall be conducted either singularly or in combination by a school administrator(s), district level administrator(s), or other qualified persons, who may be specifically requested by the Board to assist in such observation(s). If an evaluator is used who is not regularly assigned to work in the same school as the teacher being evaluated, such evaluator shall be identified to the teacher prior to such evaluation. A teacher may decline to accept input from a teacher, except a peer mentor teacher, that will ultimately be used as part of his or her evaluation.
  - a. A teacher may decline to be observed by a specific teacher or teachers except for a peer mentor teacher.
  - b. Where a school has more than one (1) administrator assigned, a teacher may request one of the administrators not be assigned to do the teachers' evaluation.
- 3. All formal observations shall be conducted with the knowledge of the teacher.
- 4. Every teacher will have no less than one (1) consecutive twenty (20)-minute administrative observation as part of a formal annual evaluation and no longer than the period of time that the particular class or activity is in session, and shall be reduced to writing. Any other observations of a teacher's performance by administration which are to be utilized in the evaluation of such teacher's performance shall be in writing and provided to the teacher within five (5) working days.
- 5. Formal observations shall be discussed with the teacher within ten (10) workdays following the observations. The purpose for such discussion shall be for the evaluator and teacher to examine the teacher's strengths and weaknesses and possible assistance to be given and means for improvement of those strengths and weaknesses. Such evaluation shall not be discussed with nor displayed in front of students or parents, provided this paragraph shall not be applicable to any Board meeting. The teacher shall be provided a signed copy of the formal evaluation within twenty-four (24) hours of the discussion.





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

43  
44 0-39 teachers \$200.00

*left*



1	40-59 teachers	\$250.00
2	60-79 teachers	\$300.00
3	80-99 teachers	\$350.00
4	100+ teachers	\$400.00

5  
6 **Section H - Personnel Files**

- 7 1. No complaints or evaluative material shall be placed in the files of a  
8 teacher unless the teacher has had an opportunity to read the material.  
9 The teacher shall acknowledge that he/she has read such material by  
10 affixing his /her signature and date on the actual copy to be filed, with  
11 the understanding that such signature merely signifies that he/she has  
12 read the material to be filed and does not necessarily indicate  
13 agreement with the content. Upon request, and at his/her expense, the  
14 teacher shall receive a copy of said material at the time he/she affixes  
15 his/her signature to the material.  
16
- 17 2. The teacher shall have the right to submit written response to such  
18 complaint or evaluative materials and such response shall be placed in  
19 the personnel file of the teacher, provided such response shall be within  
20 fifteen (15) workdays of the date on which the complaint or evaluative  
21 material was made known to the teacher. Such response shall be  
22 attached to all file copies of the complaint or evaluative material.  
23
- 24 3. A teacher may place in his/her personnel file a reference to, or a  
25 summary of, honors, awards, and official commendations, which relate  
26 directly to the teacher's duties.  
27
- 28 4. Anonymous information shall not be placed in a teacher's personnel file.  
29
- 30 5. A teacher shall have the right to review his/her personnel file during  
31 normal business hours and when the teacher is not otherwise assigned,  
32 provided such review shall be conducted in the presence of the  
33 administrator or designee in charge of such file. The teacher may be  
34 accompanied by a representative for such review. A teacher shall not  
35 permanently remove any item from his/her file. A teacher shall have  
36 the right to reproduce any material in his/her personnel file.  
37
- 38 6. Except as provided by law, a teacher's personnel file shall be open to  
39 inspection only by the School Board, the superintendent, the principal,  
40 the individual teacher to whom the file applies and a representative who  
41 may accompany the teacher during such inspection.  
42
- 43 7. This section shall not be applicable to recommendations or appraisals  
44 from other employers, universities or colleges or other references.

*Jck*



- 1 8. In the event the Board is required by law to develop changes in the  
2 Board's procedures regarding teacher personnel files, the Board agrees  
3 to notify the Union of such changes as may be necessitated by such  
4 law.  
5

6 **Section I - Faculty Meetings**

- 7 1. Except as circumstances otherwise clearly require, faculty meetings at  
8 each school shall be held during the regular teacher workweek.  
9  
10 2. Except in an emergency, notification of each faculty meeting shall be  
11 given at least two (2) calendar days prior to the meeting.  
12  
13 3. In the event a scheduled faculty meeting date is changed, notification  
14 of such change shall be provided as promptly as the need for such  
15 change is determined by the principal.  
16  
17 4. There shall be no more than two (2) administratively assigned meetings  
18 per week. Individual meetings between administrators and teachers  
19 will not count towards the two (2) meetings. No teacher shall be  
20 disciplined for failure to complete assignments for a PLC/PLT meeting,  
21 or any other meetings.  
22

23 **Section J - Class Interruptions**

24 Announcements over intercommunication systems shall be made only if  
25 necessary. Regularly scheduled announcements should be adhered to during the  
26 time built into the daily schedule. The parties agree that it is the intent that any  
27 use of the intercommunication system shall result in a minimum of disruption to  
28 the educational process.  
29

30 **Section K - Parent Conferences**

31 The parties agree that periodic individual parent conferences are desirable and  
32 can be beneficial to the student, the teacher, and/or the parent(s). If the  
33 principal shall schedule such a conference, he/she shall discuss an appropriate  
34 time for such conference with the teacher(s) involved. When the principal  
35 determines a date, time and place for the conference, the teacher shall be so  
36 notified. Prior to such conference the teacher(s) shall be informed of the  
37 purpose(s) for the conference to the extent that it is known by the principal.  
38

39 **Section L - Teacher Facilities**

- 40 1. During the normal workweek, a teacher shall be provided free of charge  
41 with an off-street area for parking at the school to which he/she is  
42 regularly assigned. This shall not be construed as requiring the  
43 expenditure of any additional funds by the Board.  
44

*J. G. K.*



- 1 2. Teachers at each school site shall have access to a lounge area  
2 provided as a place for teachers to plan, work, and eat when not  
3 otherwise assigned.  
4
- 5 3. A telephone at each school shall be made available for teacher use for  
6 local or collect calls. For all schools under construction, and schools in  
7 the planning stages, teachers shall be included in the planning,  
8 including but not limited to providing phones in private locations for  
9 conferring with parents.  
10
- 11 4. The Board shall make restroom facilities available at each school for  
12 exclusive use by non-students.  
13
- 14 5. The Board shall make available a room or portion of a room for  
15 exclusive use by teachers and non-students during the lunch period.  
16
- 17 6. The Board shall make available in each school typing, duplicating  
18 equipment, and copy machines for use by a teacher who is regularly  
19 assigned to that school. Such use shall be for the purpose of assisting  
20 the teacher in preparation of instructional materials to be used in that  
21 particular school or in any other school in which that teacher has  
22 instructional duties.  
23
- 24 7. The Board shall make available at each school a private area for parent-  
25 teacher conferences.  
26
- 27 8. Classrooms
- 28 a. The Board agrees to make available to all teachers appropriate  
29 physical facilities where applicable, such as a desk, a  
30 chalkboard/whiteboard and storage space, consistent with the  
31 other needs and financial resources of the district.  
32
- 33 b. The Acceptable Use Agreement for the use of the School Board of  
34 Brevard County's electronic mail system shall be:

35  
36 The Brevard Federation of Teachers, hereinafter referred to as  
37 "BFT," may have the use of the School Board of Brevard County,  
38 hereinafter referred to as "SBBC," electronic mail system for the  
39 purpose of informing members of the bargaining unit of scheduled  
40 meetings and implementing the collective bargaining agreement.  
41 Should any employee, whether a member or a non-member,  
42 request the BFT cease sending them electronic mail  
43 communications, BFT shall immediately remove that employee's  
44 name from the distribution list and shall not send the employee any

Jax



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

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

14  
15 c. No persons other than school administrative/supervisory personnel  
16 shall be authorized to enter a classroom for the purpose of  
17 evaluating and/or observing a teacher without the consent of the  
18 principal and prior notification has been given to the teacher.

19  
20 d. Each teacher may, at his/her option, submit to the principal his/her  
21 recommended guidelines for persons other than school district  
22 employees to visit his/her classroom. If approved by the principal,  
23 the teacher's plan shall be implemented.

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

26  
27 2) The teacher shall have the option of waiving the 48-hour  
28 notice.

29  
30 9. Teachers shall not be required to provide textbooks, audiovisual  
31 equipment or similar facilities.

32  
33 10. When school is not in session, teachers may be given access to the  
34 building by arranging such access with the principal.

35  
36 11. When a teacher is assigned to teach at more than one school or in two  
37 (2) or more classrooms, such teacher shall have available to him/her a  
38 place to store his/her working materials. Such storage area shall be  
39 secure from access from unauthorized persons, and shall include a desk  
40 and locking storage. The teacher and administrator shall be responsible  
41 for following reasonable and prudent measures to assist in such  
42 security. A means for moving materials will be made available to  
43 teachers assigned to teach in two (2) or more classrooms. The Board

*Jett*



1 shall make every reasonable effort to ensure that such teacher is able  
2 to teach in the same room each day.

3  
4 12. Except as the needs of the students clearly require, no teacher shall be  
5 required to rove more than two (2) consecutive years in any four (4)  
6 year period. The principal shall seek and utilize volunteers prior to  
7 designating a teacher to rove. The term "rove" shall be construed to  
8 mean an assignment when a teacher is scheduled to teach in more than  
9 two (2) locations within the school.

10  
11 13. When the principal becomes aware of the necessity to vacate a  
12 classroom for renovation or maintenance, the principal shall notify the  
13 affected teacher as soon as such situation becomes known to the  
14 principal.

15  
16 **Section M - Miscellaneous**

- 17 1. No teacher shall be required to transport students.  
18  
19 2. Any medical examination (other than an examination required  
20 concurrent with initial employment) required by the Board shall be  
21 performed by a licensed physician of the Board's choice. All costs  
22 thereof shall be borne by the Board.  
23  
24 3. A teacher plus one (1) additional person who may accompany the  
25 teacher shall be permitted to attend school activities without charge  
26 subject to the following conditions. Each teacher shall be provided  
27 proper identification by his/her principal, which shall be in such form as  
28 to be reasonably convenient for carrying and presentation as required,  
29 i.e. card size identification.  
30 a. The teacher presents proper identification for admittance.  
31  
32 b. The school to which the teacher is regularly assigned is a  
33 participant in the activity. When the activity does not involve the  
34 teacher's regularly assigned school, or a school within the assigned  
35 feeder chain, the teacher only shall be admitted without charge.  
36  
37 c. Activities, which are not controlled by the district, such as athletic  
38 playoff games and the like, are not applicable to this section.  
39  
40 4. A teacher shall use the District's electronic substitute management  
41 system to notify the assigned supervisor of an absence and make  
42 arrangements for a substitute, if needed. If an emergency arises that  
43 will result in an absence, one hour or less before the start of school  
44 day, the teacher shall call the designated site substitute coordinator.

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- 1 5. The Board shall make every reasonable effort to employ substitute  
2 teachers whenever a teacher is to be charged with paid or unpaid leave.  
3
- 4 6. The classes of an absent teacher shall not be divided up and placed into  
5 other teachers' regular classes except in an emergency. This paragraph  
6 shall not apply to students assigned to independent study. The term  
7 "teachers" as used in this paragraph shall mean only those teachers  
8 who are normally assigned class groups. Teachers who meet with  
9 students on a resource-type basis, e.g. media specialists, counselors,  
10 Title I, PREP, and the like are excluded from the term "teachers" for the  
11 purposes of this paragraph.  
12
- 13 7. If it is not reasonably possible to obtain a substitute teacher, and some  
14 other voluntary solution cannot be found, the responsibility for  
15 supervising the students assigned to the absent teacher shall be rotated  
16 as equitably as possible among the remaining teachers.  
17
- 18 8. No vacancy shall be filled by a person or persons for more than thirty  
19 (30) teacher employment days except in an emergency situation unless  
20 they hold a valid Florida teaching certificate.  
21
- 22 9. In the scheduling of inservice for exceptional education teachers, the  
23 Board agrees to make every reasonable effort to provide such inservice  
24 at a time when all appropriate exceptional education teachers  
25 can be made available for such inservice.  
26
- 27 10. Teachers, if being moved to a new room shall not be required to move  
28 any items other than personal materials.  
29
- 30 11. Effective with the 2014-2015 school year all teachers will be assessed  
31 an \$8.00 annual fee which will be deducted from the first payroll check  
32 in October. This fee is to maintain the Level II background screening  
33 requirements under the Jessica Lunsford Act.  
34
- 35 12. Teachers shall not carry weapons of any kind, either lethal or non-lethal.  
36
- 37 13. Every effort will be made that teacher assignments, preparations, and  
38 rooms will not change.  
39
- 40 14. There shall be no expectation of a same day email reply or action taken  
41 from a non-emergency e-mail request sent during instructional time,  
42 lunch time, meeting time or change of class. In cases where protected  
43 planning time is provided between the end of the student day and the

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1 end of the workday and in the event of announced emergencies,  
2 reasonable action shall be taken by the teacher.  
3

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

5  
6 O. School Volunteers

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

14  
15 2. If a conflict arises after placement of a volunteer in a teacher's  
16 classroom, the teacher shall request, in writing, a change of volunteers.  
17 If such request is denied, the principal's reasons for such a refusal shall  
18 be stated in writing by the principal with copies to the teacher, the  
19 volunteer, the Union president, and the area superintendent.

20  
21 P. When the principal determines to change a student's placement, the  
22 affected teacher(s) shall have been given notice of the change.

23  
24 Q. The Board agrees that whenever a parent complaint comes to  
25 administration, the parent should first be referred to the teacher to address  
26 the matter. The administration should notify the teacher of the parent  
27 contact.

28  
29 R. A copy of anything a teacher is requested to sign shall be provided to the  
30 teacher by the end of the next business day.

31  
32 S. It shall be clearly stated in the heading of a Summary of Conference letter  
33 that the letter is not a disciplinary action.

34  
35 **ARTICLE VIII**  
36 **JROTC (Type "G" Employees)**  
37

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

*J. G. K.*



1 than the amount he/she would receive as a Type E employee, the JROTC  
2 teacher shall receive the higher amount.

3  
4 1. In the event a Type G employee is paid from the teacher salary  
5 schedule, his/her workweek shall increase from thirty-seven and one-  
6 half (37-1/2) to forty (40) hours.

7  
8 B. The contract year for Type "G" employees shall be July 1 through June 30.

9  
10 C. The normal work year for Type "G" employees shall be the same as the  
11 school year prescribed for Type "E" employees as reflected in the school  
12 calendar as adopted by the Board with the following exceptions:

13 1. Type "G" employees shall begin their work year ten (10) workdays prior  
14 to the beginning of preplanning and end their work year ten (10)  
15 workdays after the last day of post planning. Anything in this  
16 Agreement to the contrary notwithstanding, such ten (10) workdays  
17 after post-planning shall be normal workdays and subject to Article VI,  
18 Section C. paragraph 9. The total workdays for Type "G" employees  
19 shall be two hundred sixteen (216), exclusive of paid vacation.

20  
21 2. Type "G" employees shall earn no administrative leave.

22  
23 3. Effective July 1 of each year, Type "G" employees shall be credited with  
24 paid vacation leave at an accrual rate of two and one-half (2-1/2) days  
25 for each full calendar month the teacher is regularly employed.

26  
27 4. Type "G" employees shall receive no reimbursement for such loss of  
28 accrued vacation leave.

29  
30 5. Type "G" employees shall not use vacation on those days designated as  
31 workdays as provided herein.

32  
33 6. The daily pay rate for Type "G" employees shall be computed at one  
34 two hundred and forty-sixth (1/246) of the applicable annual salary.

35  
36 D. This section shall become effective July 1, 1979.

37  
38 E. At the principal's discretion, JROTC instructors may substitute the military's  
39 annual goals and strategies in lieu of the District's PGP. Military goals and  
40 strategies must align with the District's PGP rubric for evaluative measures.

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**ARTICLE IX  
STUDENT/INTERN ASSIGNMENTS**

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31
- A. Teacher acceptance of student teacher or teacher intern assignments shall be voluntary.
  - B. Money or other similar consideration earmarked for the teacher as a result of student teacher or teacher intern assignments which has been received by the Board shall be transmitted to said teacher.
  - C. The Professional Development Council (PDC) shall review the feasibility of awarding inservice credit to a teacher completing a student teacher or student intern assignment. The maximum inservice credit allowed by the then current district Master Inservice Plan shall be awarded to a teacher for and upon completion of a student teacher or teacher intern assignment.

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**ARTICLE X  
SAFETY AND HEALTH**

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

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

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

**ARTICLE XI  
POLITICAL ACTIVITY**

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

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**ARTICLE XII**  
**EMERGENCY SCHOOL CLOSING**

- A. All of the schools in the school system will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency.
1. When an emergency confronts the schools, notification of the closing of schools will be released for broadcast over local radio and television stations as soon as possible.
  2. When the schools are officially closed by the superintendent, the workday may be rescheduled. If a teacher had previously arranged leave day(s) during the closure, such leave shall be rescinded, day for day, as the teacher works scheduled make-up day(s) or the day is waived.
  3. When schools are officially closed by the superintendent as a result of an emergency, teachers shall not be required to make up day(s) which are not scheduled for make up by students to the extent allowable by law, regulation, or regulatory agency.
  4. The Union shall be notified by the superintendent when an emergency exists which may necessitate the closing of a school(s).
- B. If reporting to work would present an immediate safety hazard to a teacher, he/she shall be entitled to utilize appropriate accumulated leave.

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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

*Act*



1 issues shall be presented in a scholarly and objective manner and assuming that  
2 all discussion shall be maintained within the outlines of appropriate course  
3 content, be educationally justifiable, and be subject to standards of good taste.  
4

5  
6 **ARTICLE XIV**  
7 **LEAVES OF ABSENCE**

8 **Section A - Rules Governing**

- 9 1. While on approved paid leave of absence, a teacher shall continue to  
10 receive the benefits of group fringe benefit plans, which are provided by  
11 the Board for teachers who are not on leave of absence. A teacher on  
12 unpaid leave of absence may, with the consent of the insurance carrier,  
13 continue benefits under an insurance policy by paying all of the required  
14 premiums on a timely basis as prescribed by the Board provided all the  
15 conditions of such leave are met by the teacher.  
16
- 17 2. Upon the expiration of any approved leave of absence, and if all the  
18 conditions of such leave have been met by the teacher, the Board shall  
19 continue to employ such teacher under the same circumstances and  
20 subject to such conditions as though such teacher had not been on  
21 leave. Except as otherwise provided herein, all unpaid leaves of  
22 absence shall not be counted as experience, which warrants any  
23 advancement on the salary schedule.  
24
- 25 3. Except as otherwise provided herein, all leave applications other than in  
26 emergency situations, shall be submitted at least ten (10) workdays in  
27 advance of the date the leave, if approved, would begin. Such ten (10)  
28 days advance submission requirement shall be waived in instances of  
29 sick leave, which preclude such notice. In emergency and other  
30 unforeseeable circumstances, leave of absence request will be  
31 submitted with appropriate documentation within ten (10) workdays  
32 after the date of such event.  
33

34 **Section B - Paid Leaves**

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

*Act*



1 (1) day of sick leave times the number of months of  
2 employment during the year of employment.

3  
4 2) Unused sick leave shall accumulate from year to year without  
5 limit.

6  
7 3) Sick leave may be transferred into the school district from  
8 other public school systems in Florida without limit as to the  
9 number of days of sick leave accrued except that at least one-  
10 half (1/2) of this accumulated leave must be earned within this  
11 school district at any given time.

12 4) For purposes of this section only, "full-time teacher" shall apply  
13 to any teacher who is regularly employed more than one-half  
14 (1/2) time.

15  
16 b. Usage

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

28  
29 2) Sick leave days shall be granted for absences during the  
30 regularly scheduled workday to the extent of the total number  
31 of sick days the teacher has accumulated.

32  
33 c. Sick Leave Bank

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

41  
42 2. Personal Leave

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

*JCA*





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- a. Written application for such leave shall be submitted to the school principal no less than two (2) workdays prior to the beginning of the leave except in cases of emergency.
  
- b. Each application for such leave shall reflect as the reason for the leave request the following disclaimer: **The purpose for which this leave is taken is not a violation of the provisions of the Collective Bargaining Agreement.**
  
- c. Personal leave shall not accumulate from school year to school year.
  
- d. Personal leave shall be granted subject to the following conditions:
  - 1) The length of such leave shall be no less than one-half (1/2) of the teacher assigned workday unless otherwise allowed by the principal.
  
  - 2) No more than eight percent (8%) of the teachers in any given school or one (1) teacher, whichever is greater shall be absent on such leave from any given school at any time, provided such limitation of eight percent (8%) may be waived by the Board in its discretion and without precedent.
  
  - 3) Such leave shall not be granted under any of the following conditions:
    - a) Activities which could result in taxable income to the employee.
  
    - b) 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.

*Jeff*



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

- 2 a. A teacher shall be entitled to illness-in-the-line-of-duty leave up to  
3 ten (10) workdays per school year when he/she has to be absent  
4 from duty because of personal injury received in the discharge of  
5 duty or because of illness from any contagious or infectious disease  
6 or school building environmentally induced sickness contracted in  
7 school work.  
8  
9 b. Such leave or the balance thereof may accumulate from a school  
10 year to the next school year in the event of a continuation or  
11 recurrence of a specific injury sustained during the previous school  
12 year only.  
13  
14 c. The term "injury" as used in Article XIV, Section B, paragraph 3, is  
15 defined as the result of an event which causes the teacher to suffer  
16 an initial injury or a re-injury or re-aggravation of an injury for  
17 which the teacher had previously been granted injury-in-the-line-of-  
18 duty leave. The term "event" as used herein shall mean an  
19 unforeseen, unexpected, or sudden happening, the nature of which  
20 is such that the injury sustained can logically be expected to result.  
21

22 4. Professional Leave

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

- 27 a. Professional leave with pay may be granted for a teacher to attend  
28 curriculum meetings or to observe instructional techniques.  
29  
30 b. Professional leave with pay may be granted during preplanning and  
31 post planning under the following conditions:  
32 1) A teacher shall be granted no more than five (5) days of such  
33 leave in any one (1) school year whether such leave is taken  
34 during preplanning, post-planning, or both.  
35  
36 2) Such leave application shall be submitted no later than June 1  
37 and shall be accompanied by the registration deadline from the  
38 institution, if the reason for the request is to attend school.  
39  
40 3) A teacher must have been employed by the Board as a teacher  
41 for at least one (1) school year and must be returning to the  
42 district as a teacher before such leave may be granted.  
43

*Alex*



1 4) A teacher shall be either enrolled in a master's or higher level  
2 degree program at an accredited, approved institution and/or  
3 be attending school or institute in order to add subject area(s)  
4 to his/her certificate and/or to improve the instructional  
5 program of the school.  
6

7 c. Professional leave with pay may be granted to permit teachers to  
8 attend meetings of professional organizations (not including groups  
9 who have sought recognition to represent employees in  
10 negotiations, or groups affiliated with organizations who have  
11 sought such recognition.)  
12

13 d. Teachers participating in certification through National Board for  
14 Professional Teaching Standards (NBPTS) shall have two (2) leave  
15 days for the purpose of portfolio completion. One (1) day shall be  
16 the teacher's personal leave day, matched by one (1) professional  
17 leave day granted by the district. The scheduling of the  
18 professional day only shall be mutually agreed to by the principal  
19 and teacher.  
20

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

22 a. A teacher absent from duty because he/she has been required by  
23 summons or subpoena to appear before a court or regulatory  
24 agency shall submit leave application for such absence.  
25

26 b. Such time away from duty shall not be charged against any  
27 accumulated earned leave.  
28

29 c. This language shall apply to summons, subpoena, or subpoenas  
30 received by a teacher's dependent minor when the circumstances  
31 make it necessary for the teacher to accompany his/her minor  
32 dependent to the court proceedings.  
33

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

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

*Jack*



1 exceed six (6) months, to reassign the employee to duty in the school  
2 system. Military leave shall not be counted as years of service toward  
3 the continuing contract or professional services contract.  
4

- 5 2. Military leave for voluntary reserve and National Guard duty shall not be  
6 granted except under the following conditions:  
7 a. If the teacher must attend summer school to correct certification  
8 deficiencies;  
9  
10 b. If the military certifies that special training is needed to maintain  
11 status and is not available during summer vacations.  
12  
13 3. Military leave with pay will be granted in accordance with applicable  
14 state and federal laws without loss of time, pay or efficiency rating.  
15 4. A leave request and copy of the military orders shall be received by the  
16 Board sixty (60) days in advance of the beginning date of the leave,  
17 whenever possible. In cases of emergency deployment the sixty (60)  
18 day advance notice will be waived.  
19

20 **Section D - Unpaid Leaves**

- 21 1. Maternity Leave  
22 a. Any teacher shall be granted maternity leave without pay as  
23 provided below.  
24  
25 b. An application for leave accompanied by a written statement from a  
26 licensed medical physician verifying the pregnancy and setting forth  
27 the estimated date of confinement shall be submitted to the  
28 principal no later than five (5) calendar weeks prior to estimated  
29 date of confinement if the teacher plans to take maternity leave.  
30  
31 c. Such leave, if taken, shall commence on a date prior to the final  
32 estimated date of delivery of the child, such to be determined by  
33 the teacher.  
34  
35 d. The length of such leave shall be no longer than the balance of the  
36 school year in which the leave began.  
37  
38 e. Upon return from maternity leave the teacher shall furnish a  
39 certification by her doctor that she is medically able to perform her  
40 duties. This statement and all others to be furnished by the  
41 teacher's doctor shall be provided at the sole expense of the  
42 teacher.  
43

*John*



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

6  
7 2. Extended Personal Leave

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

13  
14 b. A teacher who has adopted a child may apply for adoption leave for  
15 a period not to exceed the balance of the school year in which such  
16 adoption shall occur, and upon proper reapplication, the next  
17 succeeding year. Written application for such leave shall be  
18 submitted to the principal within two (2) calendar weeks after  
19 approval for adoption by the recognized agency or source.

20  
21 c. A teacher who has given birth to a child who was not on maternity  
22 leave for such birth may apply for a child rearing leave for a period  
23 not to exceed the balance of the school year in which the child is  
24 born and, upon proper reapplication, one (1) succeeding school  
25 year. Such leave shall be considered personal leave without pay.

26  
27 3. Advanced Study or Education Service Leave

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

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

36  
37 As a condition of such leave, the teacher shall include in the written  
38 application an intention to return to the district for a minimum of  
39 two (2) years. Upon return from such leave, the teacher shall be  
40 credited with the equivalent teaching experience outside the  
41 district.

42  
43 b. Leave without pay may be granted at the discretion of the Board to  
44 teachers on continuing contract or professional services contract for

*Jck*



1 a maximum of one (1) year for the purpose of engaging in study  
2 related to the teachers' professional responsibility at an accredited  
3 institution of higher learning. Such leave shall commence only at  
4 the start of the school year.  
5

- 6 c. Such leave may be renewed for no less than one (1) school year  
7 per renewal and shall not be so renewed more than twice. Such  
8 renewal shall be limited to the year(s) immediately following the  
9 first year in which such leave originally began.  
10

11 Authorized leave shall not be considered a break in continuity for  
12 continuous service increments for continuing contract or  
13 professional services contract teachers. All leave granted by the  
14 Board shall expire on June 30 of each contract year unless  
15 otherwise specified.  
16

17 4. Public Service

18 A leave of absence without pay not to exceed one (1) year shall be  
19 granted to any teacher for the purpose of serving any city, county,  
20 state, or national elected public office provided such leave shall be in  
21 units of not less than one (1) year. Upon proper reapplication, such  
22 leave shall be renewed each year for the number of renewals necessary  
23 to allow the teacher to be granted such leave for the duration of the  
24 term of the public office as described herein.  
25

26 5. Personal or Exhausted Sick Leave

- 27 a. Personal leave without pay may be granted to teachers up to one  
28 (1) school year at the Board's discretion.  
29

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

**ARTICLE XV  
REDUCTION IN FORCE**

1  
2  
3  
4 A. If, in the exclusive judgment of the Board, it is determined to reduce the  
5 number of teachers on continuing contract or professional services contract,  
6 the Board shall attempt to accomplish such reduction by attrition. Prior to  
7 reducing the number of continuing contract/professional services contract  
8 teachers as provided herein, the Union shall be given the opportunity to  
9 express its views regarding such reduction. If such reduction of teachers on  
10 continuing contract cannot be accomplished by attrition, the following  
11 procedures shall be utilized:

- 12 1. Annual contract reappointments for the identified grade(s)/subject(s)/  
13 special area(s) shall not happen until the Reduction in Force is completed.  
14  
15 2. The Board shall identify the instructional assignment(s)  
16 [grade(s)/subject(s)/special area(s)], to be reduced across the district.  
17 In excluding teachers from reappointment, the district shall first non-  
18 reappoint teachers whose most recent evaluation is Unsatisfactory. Next  
19 the district shall non-reappoint those teachers whose most recent  
20 evaluation is Needs Improvement. Next the district shall non-reappoint  
21 those teachers who most recent evaluation is Effective. In any cases of a  
22 tie among teachers of the same evaluation rating, the next determinant  
23 to be used shall be the area of certification then the years of continuous,  
24 creditable years of teaching experience, in which teachers with the most  
25 years of experience being the last to be identified for reduction in force.  
26

27 No continuing contract or professional services contract teacher who is  
28 subject to reduction pursuant to this Article shall be reduced while an  
29 annual contract teacher is employed in a position for which the  
30 continuing contract or professional services contract teacher is certified,  
31 as provided by law.  
32

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

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

*Jax*



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

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

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

10  
11 **ARTICLE XVI**  
12 **WELFARE**

13  
14 **Section A – Health Insurance**

15  
16 Effective January 1, 2016, the Board agrees to contribute to the district benefits  
17 plan \$614.23 per month for teachers electing the Brevard Public Schools Health  
18 Plan.

- 19  
20 1. Effective January 1, 2016 the in-network deductible will be as follows:  
21 a. If eligible employees complete a Health Risk Assessment and a  
22 biometrics screening, at no cost to them, the in-network health plan  
23 deductible will be \$500.00/individual and \$1,000.00/family.  
24  
25 b. If eligible employees do not complete both a Health Risk Assessment  
26 and a biometrics screening, at no cost to them, the in-network deductible  
27 will be \$1,500.00/individual and \$3,000.00/family.

28  
29 In addition, the Board shall provide the following benefits:

30  
31 The Union shall be invited to submit to the Board written recommendations as to  
32 the content of bid specifications for the district hospitalization/medical options  
33 and benefit plans as provided herein. The Union shall be provided a copy of  
34 such final bid specifications prior to such being recommended to the School  
35 Board for approval. For calendar year 2016, the Board will offer a Medical plan  
36 option.

37  
38 **Section B - Vision Insurance**

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

43  
44

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1 **Section C - Dental Insurance**

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

5  
6 **Section D - Life Insurance**

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

16  
17 **Section E - Disability Insurance**

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

21  
22 **Section F - Insurance Committee**

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

29  
30 **Section G - Tax Deferred Annuity Program**

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

36  
37 **Section H - Retired Teachers**

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

41  
42  
43  
44

*J. Cox*



1 **Section I - Benefits Eligibility**

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

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

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

27 **Section K - Retirement Incentive Committee**

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

38 **Section L - Personal Property**

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

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

*deft*



- 1           2. The teacher has received written approval from the school principal for  
2           the teacher to place the property at his/her worksite.
- 3
- 4           3. The teacher has provided the principal with written documentation as to  
5           the current market value of the property.
- 6
- 7           4. The teacher has taken reasonable precautionary measures to protect the  
8           property against damage, theft, loss or other covered perils.
- 9
- 10          5. The maximum claim limit for each loss shall be \$300 per item.
- 11
- 12          6. The teacher shall pay the first \$50 per item as his/her deductible  
13          amount.
- 14
- 15          7. Procedures, forms and information necessary for the processing of  
16          claims shall be developed by the District and the Union and provided to  
17          each school.
- 18
- 19          8. The approval or rejection of a claim filed under this coverage shall not  
20          be subject to the grievance procedure of this Agreement.
- 21
- 22

23       **Section M - Child Care**

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

27

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

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

33

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37   **INTENTIONALLY LEFT BLANK**

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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. Below is the grandfathered Salary Schedule for 2015-2016 and the Pay-for-Performance Model:

**2015-16 SALARY SCHEDULES**

NOTE: All figures below include a COLA of \$650

<b>GRANDFATHERED RANGES</b>				<b>PAY FOR PERFORMANCE RANGES</b>			
AA	38,490	-	41,221	39,226	-	41,223	
BB	38,604	-	41,335	39,340	-	41,337	
CC	39,121	-	41,852	39,857	-	41,854	
DD	39,743	-	42,474	40,479	-	42,476	
EE	40,467	-	43,198	41,203	-	43,200	
FF	41,399	-	44,130	42,135	-	44,132	
GG	42,538	-	45,269	43,274	-	45,271	
HH	43,884	-	46,615	44,620	-	46,617	
II	45,333	-	48,064	46,069	-	48,066	
JJ	46,990	-	49,721	47,726	-	49,723	
KK	48,854	-	51,585	49,590	-	51,587	
LL	50,925	-	53,656	51,661	-	53,658	
MM	53,202	-	55,933	53,938	-	55,935	
NN	55,584	-	58,315	56,320	-	58,317	
OO	59,145	-	61,876	59,881	-	61,878	
Value of E		\$1,312		Value of E		\$1,312	
Value of HE		\$1,750		Value of HE		\$1,751	

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65 

**2015-2016  
PLACEMENT SALARY SCHEDULE**

Years of Experience	Level	10 –Month Salary
0-5	AA	\$39,226
6-7	BB	\$39,340
8-10	CC	\$39,857
11	DD	\$40,479
12	EE	\$41,203
13-14	FF	\$42,135
15-16	GG	\$43,274
17-18	HH	\$44,620
19-20	II	\$46,069
21-22	JJ	\$47,726
23-24	KK	\$49,590
25	LL	\$51,661
26	MM	\$53,938
27	NN	\$56,320
28+	OO	\$59,881

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

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

Please call Human Resources at 321-633-1000 Ext. 220 for more information.

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

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

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

*JCH*

*(22)*

1 Movement of employees on the Instructional Salary Schedule is  
2 accomplished only through negotiations between the Union and the Board  
3 subject to the provisions of Chapter 447, F.S. It is further understood that  
4 upon expiration of the Agreement, incremental steps on the salary schedule  
5 are subject to renegotiations and are not automatically payable until such  
6 time as a new salary schedule has been ratified.  
7

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

17 Hold Harmless language: For the 2015-2016 school year, the salary  
18 adjustment will be based on the outcome of the Summative Part 1 teacher  
19 evaluation due to the implementation of new state assessments.  
20

21 A teacher must have worked a minimum of two consecutive nine-week  
22 grading periods in the same school with the same students to be eligible for  
23 the District's state-approved Pay for Performance Program.  
24

- 25 B. Two (2) years of credit for purposes of placement on the salary schedule  
26 shall be given for military service completed since January 1, 1940. A year of  
27 experience shall be granted for twelve (12) months of active duty service. A  
28 partial year shall be counted if the active military service is within thirty (30)  
29 days of being a full year. Additional credit shall not be allowed for teaching  
30 assignments while in military service.  
31
- 32 C. Ninety-nine (99) or more days of full-time teaching, to include paid leave, in  
33 any single year shall be considered as one (1) full year of experience. If a  
34 full-time Brevard Public School (BPS) teacher works no less than one (1) full  
35 semester and such full semester has fewer than ninety-nine (99) days, one  
36 year of experience will be granted for pay purposes.  
37
- 38 D. Teachers hired before July 1, 2011, who had earned an advanced degree  
39 are grandfathered and will continue to be paid a supplement for the highest  
40 degree the teacher has earned. Teachers hired on or after July 1, 2011, will  
41 be paid a salary supplement annually for advanced degrees provided the  
42 advanced degree is held in the individual's area of certification. The teacher  
43 is responsible to submit appropriate academic credentials.  
44

*Jelt*



1	Master's Supplement	\$2,625.00
2	Specialist's Supplement	\$3,900.00
3	Doctorate Supplement	\$5,200.00
4		

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

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

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

41  
42 G. Salaries shall be paid twice a month in twenty-four (24) pays.  
43

*JJK*



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

*Jck*





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

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

19  
20 O. Effective July 1 with the 2004-2005 school year the following language shall  
21 be implemented. The salary of a teacher as reflected in Section A of this  
22 Article shall remain the same dollar amount under the following conditions:

23  
24 A teacher who is involved in an egregious incident, as determined by the  
25 superintendent, shall have his/her salary frozen for the subsequent school  
26 year. Upon completion of the subsequent school year with the  
27 demonstration of "effective" performance on his/her annual evaluation,  
28 vertical movement on the salary schedule shall be restored to the proper  
29 level where the employee would have been if the increment had not been  
30 frozen. The teacher shall have the right to appeal to the superintendent  
31 within fifteen (15) days of the date of the notification of the decision.  
32

### 33 **ARTICLE XVIII - DIFFERENTIATED PAY PLAN**

34  
35 A. The Board shall make an effort to find teacher volunteers for all positions  
36 pursuant to this Article. Part of such effort shall include e-mailing all  
37 teachers. The principal shall establish minimum qualifications for  
38 differentiated pay positions within a school and shall review all applicants  
39 who meet the minimum qualifications and make his/her determination as to  
40 who should fill the position. When other factors are judged to be equal, it is  
41 the intent of the district that teacher applicant(s) from the school with the  
42 vacant position shall be chosen.  
43

*Act*



- 1 B. Paid extracurricular duty and differentiated pay positions shall be those set  
 2 forth in this Article.  
 3
- 4 C. No compensation for any differentiated pay positions shall be paid from cost  
 5 center internal accounts unless expressly provided herein.  
 6
- 7 D. Teachers participating in supervisory duties of events unrelated to the  
 8 necessary operation of the schools outside the normal teacher workweek  
 9 and which generate funds, including but not limited to athletic events,  
 10 dances, and other social functions, shall be compensated at ten dollars and  
 11 zero cents (\$10.00) per hour.  
 12
- 13 E. Nothing shall be construed as to require the filling of any position listed  
 14 herein, nor to preclude payment of any amount to a teacher for the  
 15 performance of duties not prescribed herein which occurs outside the  
 16 normal teacher workweek.  
 17
- 18 F. Payments for differentials which are not paid on a monthly basis shall be  
 19 included in the teacher's regular paycheck upon completion of the sponsored  
 20 activity.  
 21
- 22 G. In the event an elementary teacher plans to engage in an activity which  
 23 he/she views as qualifying for a special Elementary Program differential, the  
 24 teacher may submit a written request for such differential to his/her  
 25 principal. Such request shall contain the anticipated number of hours beyond  
 26 the normal teacher forty (40) hour workweek. Upon review of the material,  
 27 the principal shall submit the request in a timely fashion along with his/her  
 28 recommendation for final determination, including his/her reasons for such  
 29 recommendation.  
 30
- 31 H. Schedule of Differentiated Pay

ACADEMICS	Experiential Lane	
	2015-16	(6+ years)
Alternative Learning Center Teachers	\$1,100.00	N/A
Assistant Band (High School)	\$1,551.00	\$1,718.00
Assistant Band (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> grade)	\$ 807.00	\$ 889.00
Auditorium Manager	\$ 550.00	N/A
Band (Senior High)	\$3,500.00	\$3,851.00
Band (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> grade)	\$1,562.00	\$1,718.00
Beta Club	\$ 458.00	\$ 504.00
Choral (Middle School) (7 <sup>th</sup> and 8 <sup>th</sup> grade)	\$1,333.00	\$1,466.00
Choral (Senior High)	\$2,319.00	\$2,550.00
Class Sponsor (Senior)	\$ 673.00	\$ 740.00

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Class Sponsor (Junior)	\$ 673.00	\$ 740.00
Combination Team Leader and Department Head (Middle School) Coordinating Unit	\$1,023.00	\$1,125.00
Dance Corps	\$ 807.00	\$ 889.00
Department Head (Senior High)	\$ 889.00	\$ 977.00
Department Head (Middle School)	\$ 889.00	\$ 977.00
District Memory Match League (Senior High)	\$ 673.00	\$ 740.00
Drama (Senior High)	\$1,562.00	\$1,718.00
Drama (Middle School)	\$1,023.00	\$1,125.00
Elementary Music	\$ 889.00	\$ 978.00
ESE Staffing Specialist* (not subject to indexing)	\$5,500.00	N/A
Forensics (Senior High)	\$1,346.00	\$1,481.00
Forensics (Middle School)	\$1,023.00	\$1,125.00
Future Educators Club of America	\$ 458.00	\$ 504.00
Future Problem Solving (two per school)	\$ 528.00	\$ 581.00
Honor Society (Senior High)	\$ 458.00	\$ 504.00
Honor Society (Middle School)	\$ 458.00	\$ 504.00
Lego Robotics (Elementary)	\$ 458.00	N/A
Literary Magazine (Senior High)	\$ 404.00	\$ 444.00
Memory Match	\$1,023.00	\$1,125.00
Newspaper (Senior High)	\$1,266.00	\$1,393.00
Newspaper (Middle School)	\$1,023.00	\$1,125.00
Odyssey of the Mind (three per school)	\$ 350.00	\$ 385.00
Optional Class (not subject to indexing)	\$3,509.00	N/A
Orchestra (Senior High)	\$2,319.00	\$2,550.00
Orchestra (Middle School)	\$1,333.00	\$1,466.00
Pre-K Diagnostician (not subject to indexing)	\$5,500.00	N/A
Regional Science Fair Coordinator	\$1,562.00	\$1,718.00
Resource Teacher – Full (N/A to Adult Ed) (Not subject to indexing)	\$5,500.00	N/A
Resource Teacher – Half (N/A to Adult Ed) (Not subject to indexing)	\$2,750.00	N/A
Robotics (Middle/High School)	\$ 770.00	N/A
ROTC (Masters) (not subject to indexing) Shall be paid commensurate with the prevailing instructional master's supplement	\$2,625.00	N/A
ROTC Drill Team, Color Guard, Rifle Team, Drum and Bugle Corps (one differential per Activity listed above per school)	\$673.00	\$ 740.00
School Safety Patrol	\$ 807.00	\$ 889.00
Science Research Specialist Teacher	\$2,209.00	\$2,429.00
SECME or Math Counts	\$ 458.00	\$ 504.00

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Special Programs (Elementary School approved Programs only – five per school)	\$ 458.00	\$ 504.00
Student Government (Senior High)	\$ 943.00	\$1,036.00
Student Government (Middle School)	\$ 807.00	\$ 889.00
Team Leader (Middle School)	\$ 889.00	\$ 977.00
Unique Program Area (funded by internal accounts)	\$ 807.00	\$ 889.00
** Vocational Program (approved programs)	\$ 404.00	\$ 444.00
Yearbook (Senior High)	\$1,266.00	\$1,392.00
Yearbook (Middle School)	\$1,023.00	\$1,125.00

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

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

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

Extra assignments beyond the normal teacher work week within the school year (except for inservice preparation or teaching) pertaining to workshops, task force development or curriculum and/or instructional materials, and other such assignments which have district-wide or area-wide application	\$17.00 per hour
Inservice preparation and teaching (maximum of five hours Per day)	\$ 22.50 per hour
Homebound Instruction (including travel)	\$ 22.50 per hour
Summer Training rate per hour	\$ 15.00 per hour

- Pay for Performance Supplements
- a. Statutory Supplements – Title I; Critical Shortage; D or F schools \$165.00
  - b. Teacher Leaders – Peer Coaching; Mentor Teacher; Curriculum Coaches \$165.00
    - Peer coaching, with a commitment to conduct a minimum of six peer observations with feedback
    - Mentor teacher, with a commitment to support two or more new teachers
    - Curriculum coach, with a commitment to provide a minimum of three site-based professional development opportunities targeting School Improvement Plan priority goals.
  - c. Speech Language Pathologists with the Certificate of Clinical Competence issued by the American Speech-Language-Hearing Association (ASHA) \$275.00
  - d. Those teacher who hold certification from the National Board for Professional Teaching Standards shall receive a yearly supplement of \$260.00

1 Grant Management Supplements based upon Grant Award Amount and payable  
 2 annually in the final teacher pay run for the fiscal year upon completion of all  
 3 grant management responsibilities as verified by the principal or area  
 4 superintendent.

5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	Tier	Supplement	Grant Amount	Description										
	I	\$250.00	\$2000-\$5,000	1-2 hours per month beyond the normal workweek										
	II	\$500.00	\$5,000-\$50,000	3-4 hours per month beyond the normal workweek										
	III	\$1,000	\$50,000-\$1 million	4-5 hours per month beyond the normal workweek										
	IV	\$1,500	\$1 million+	5+ hours per month beyond the normal workweek										

20		2015-16	Experiential Lane (6+ years)
	<b>ATHLETICS</b>		
	Athletic Business Manager (Senior High/9th Grade)	\$2,395.00	\$2,993.00
	Athletic Director - Assistant (Senior High with enrollment exceeding 1,200 students offering full athletic program - differential paid at the end of the year)	\$1,123.00	\$1,404.00
	Athletic Director (9th grade through 12th grade)	\$5,238.00	\$6,548.00
	Athletic Director (Middle School)	\$1,123.00	\$1,404.00
	Athletic Director (7th and 8th Grade)	\$1,123.00	\$1,404.00
	Athletic Trainer - All Sports (1st Semester) full time	\$5,500.00	N/A
	Athletic Trainer - All Sports (2nd Semester) full time	\$5,500.00	N/A
	Athletic Trainer - All Sports (1st Semester) part time	\$2,750.00	N/A
	Athletic Trainer - All Sports (2nd Semester) part time	\$2,750.00	N/A
	Baseball - Head	\$2,918.00	\$3,648.00
	Baseball - Assistant	\$1,572.00	\$1,965.00
	Baseball - Head JV	\$1,572.00	\$1,965.00
	Basketball - Head	\$2,918.00	\$3,648.00
	Basketball - JV	\$1,541.00	\$1,926.00
	Basketball - Assistant - Varsity	\$1,572.00	\$1,965.00
	Basketball - Middle School	\$1,497.00	\$1,871.00
	Basketball - 9th Grade	\$1,497.00	\$1,871.00
	Cheerleader Sponsor - JV - Fall	\$1,197.00	\$1,497.00

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Cheerleader Sponsor - JV - Winter	\$1,197.00	\$1,497.00
Cheerleader Sponsor - 9th Grade - Fall	\$1,123.00	\$1,404.00
Cheerleader Sponsor - 9th Grade - Winter	\$1,123.00	\$1,404.00
Cheerleader Sponsor - Middle School (7th & 8th grade Winter	\$1,123.00	\$1,404.00
Cheerleader Sponsor - Fall	\$1,309.00	\$1,637.00
Cheerleader Sponsor - Winter	\$1,309.00	\$1,637.00
Crew	\$1,123.00	\$1,404.00
Cross Country	\$1,572.00	\$1,965.00
Football - Head	\$3,742.00	\$4,677.00
Football - Head 9th Grade	\$1,871.00	\$2,340.00
Football - Head JV	\$2,395.00	\$2,993.00
Football - Assistant JV	\$2,208.00	\$2,760.00
Football - Assistant (three positions at each school)	\$2,395.00	\$2,993.00
Football - 9th Grade Assistant (second position available with more than 35 participants)	\$1,309.00	\$1,637.00
Golf	\$1,572.00	\$1,965.00
Intramural Director (9th to 12th Grades)	\$1,123.00	\$1,404.00
Intramural Director (Middle School - 7th & 8th Grds)	\$1,123.00	\$1,404.00
*Intramurals - Grades 9 through 12		
**Intramurals - Grades 7 and 8 and Middle School		
Pool Manager	\$1,572.00	\$1,965.00
Soccer - Head	\$2,918.00	\$3,648.00
Soccer - Assistant	\$1,572.00	\$1,965.00
Soccer - JV	\$1,572.00	\$1,965.00
Softball - Head	\$2,918.00	\$3,648.00
Softball - Head JV	\$1,541.00	\$1,926.00
Softball - Assistant	\$1,572.00	\$1,965.00
Special Olympics	\$1,572.00	\$1,965.00
Swimming - Head	\$2,918.00	\$3,648.00
Swimming - Assistant (two positions at each school)	\$1,572.00	\$1,965.00
Tennis	\$1,572.00	\$1,965.00
Track - Head	\$2,918.00	\$3,648.00
Track - Assistant	\$1,572.00	\$1,965.00
Track (Middle School) (7th and 8th Grade)	\$1,123.00	\$1,404.00
Volleyball - Head	\$2,918.00	\$3,648.00
Volleyball - JV	\$1,572.00	\$1,965.00
Volleyball (9th Grade)	\$1,497.00	\$1,871.00
Wrestling - Head	\$2,918.00	\$3,648.00
Wrestling - JV	\$1,572.00	\$1,965.00



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

4  
5 Professional duties related to Southern Association accreditation are specifically  
6 excluded from financial remuneration on the Schedule of Differentiated Pay.

7  
8 \*Eliminate lanes for Intramural Instructor. Allocation to be disbursed in  
9 increments determined by the Intramural Director. Total allocation for grades 9  
10 through 12 is \$2,500.00.

11  
12 \*\*Eliminate lanes for Intramural Instructor. Allocation to be disbursed in  
13 increments determined by the Intramural Director. Total allocation for grades 7  
14 and 8 and Middle School is \$3,500.00.

15  
16 Additional Competition Levels:

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

25  
26 Additional Compensation Schedule:

27	Head Football	\$ 143.00
28	Assistant Football	\$ 98.00
29	Head Basketball	\$ 143.00
30	Assistant Basketball	\$ 98.00
31	Head Baseball	\$ 143.00
32	Assistant Baseball	\$ 98.00
33	Volleyball	\$ 143.00
34	Softball	\$ 143.00
35	Band Director	\$ 115.00
36	Assistant Band Director	\$ 58.00

37  
38 All others, including track, cross country, golf, wrestling, swimming, tennis,  
39 soccer, cheerleading sponsors, and academic club and team coaches:  
40 \$ 86.00 per game/event

41  
42 I. A "Difficult School Assignment" differentiated pay to be paid to all  
43 teachers at the Area Alternative Learning Centers. The amount of the  
44 differential shall be \$1,000.00.

Act



- 1 J. Differentiated pay to teachers at schools designated by the State as a "F"  
2 school.  
3 1. The amount of the differential for all teachers who provide direct  
4 academic instruction shall be \$1,200.00. These teachers may  
5 include:  
6 a. Pre-K-6 Teachers  
7  
8 b. Title I teachers who regularly provide direct academic  
9 instruction.  
10  
11 c. Special reading, writing or math teachers who regularly  
12 provide direct academic instruction.  
13  
14 d. Exceptional Education teachers who regularly provide direct  
15 academic instruction.  
16  
17 2. The amount of the differentiated pay for all support teachers who  
18 do not provide regular direct academic instruction shall be \$600.00.  
19  
20 K. In order to be eligible for the differentiated pay, teachers must have  
21 taught at the site(s) for more than 99 days.  
22

### 23 **ARTICLE XIX - NONDISCRIMINATION**

24  
25 The Board agrees that it shall not illegally discriminate against any teacher with  
26 respect to wages, hours, or conditions of employment by reason of race, color,  
27 creed, national origin, sex, religion, or age. The Board further agrees that sexual  
28 harassment and actions that create a hostile work environment shall not be  
29 tolerated.  
30

31 This Article shall not be construed as to preclude the Board participation in any  
32 Affirmative Action Program or to comply with mandated programs or to preclude  
33 or overcome any form of illegal discrimination.  
34

### 35 **ARTICLE XX - AVAILABILITY OF AGREEMENT**

36  
37 The agreement shall be made available to all teachers at the Board's web site  
38 [www.brevard.k12.fl.us](http://www.brevard.k12.fl.us). and the Union's web site at <http://bftteach.org>. If the  
39 Agreement shall be printed by other than Board facilities, the Union may  
40 designate such printer and the Union shall pay all of the added cost above that  
41 which would be incurred if the Agreement were to be printed by Board facilities.  
42  
43  
44

*Jck*





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

2  
3    If any provision of this Agreement is or shall at any time be determined contrary  
4    to law by a court of competent jurisdiction, then such provision shall not be  
5    applicable or performed, or enforced except to the extent permitted by law;  
6    however, all other provisions of this Agreement shall continue in effect.

7  
8                   **ARTICLE XXII - MISCELLANEOUS**

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

*Jck*



1 H. The Union acknowledges those provisions of the Florida Statutes  
2 prohibiting work stoppages and providing penalties therefore, and agrees  
3 to adhere thereto.  
4

5 **ARTICLE XXIII – MATTERS PREVIOUSLY NOT COVERED**  
6

7 A. Any previously adopted rule or regulation of the Board which is in conflict  
8 with a provision of this Agreement shall be superseded by the applicable  
9 provisions of this Agreement.  
10

11 B. The Board agrees that if, during the period of this Agreement, it shall  
12 consider the adoption or amendment of any Board policy which shall  
13 substantially affect the working conditions of teachers, the Union shall  
14 have the right to submit its views in writing on such proposed policy  
15 change prior to the Board meeting at which the policy is to be considered,  
16 or orally at said meeting.  
17

18 Notification of intention to consider such policies and the Union response  
19 thereto shall be completed within the requirements of the Administrative  
20 Procedure Act. Notwithstanding the foregoing, the Board may take  
21 emergency action as permitted by the Administrative Procedure Act, and  
22 provided further, that this section shall not be construed to limit or affect  
23 the provisions of Article XXII, Section H. of this Agreement.  
24

25 C. Whenever any notice is required to be given either party to this  
26 Agreement by the other party, either shall do so by certified mail, return  
27 receipt requested, at the following addresses:  
28

29 If to the Union: 1007 South Florida Avenue  
30 Rockledge, FL 32955  
31 321/636-3323  
32

33 If to the Board: 2700 Judge Fran Jamieson Way  
34 Viera, FL 32940-6601  
35 321/633-1000, extension 265  
36

37 **ARTICLE XXIV - RIGHTS OF THE BOARD**  
38

39 It is understood and agreed that all functions, rights, power, or authority of the  
40 administration of the school district and of the School Board which are not  
41 specifically limited by the express language of this Agreement are retained by the  
42 administration and the Board, provided however that no such right shall be  
43 exercised so as to violate any of the specific provisions of this Agreement.  
44

*Jax*



1 **ARTICLE XXV - DURATION OF AGREEMENT**

- 2
- 3 A. Except as otherwise provided in specific Articles, this Agreement shall be
- 4 effective immediately upon ratification by the parties.
- 5
- 6 B. This Agreement shall be effective until midnight the day immediately
- 7 preceding the first day of the beginning of the 2016-2017 teacher work
- 8 year.
- 9
- 10 C. Negotiations for a subsequent Agreement shall commence no later than
- 11 May 15, 2016 except as otherwise mutually agreed to by the parties. If
- 12 any additional funds should become available for salary adjustments due
- 13 to any legislative action the parties shall immediately return to the table to
- 14 negotiate all monetary issues.
- 15

16 **ARTICLE XXVI**

17 **SUMMER EMPLOYMENT**

- 18
- 19 A. A teacher selected to teach in the District's academic summer school
- 20 program shall receive the rate of pay as reflected on the previous school
- 21 year's salary schedule. Each full time teacher who is selected to teach
- 22 summer school shall be credited with one (1) day of sick leave for each
- 23 month of employment to be credited at the beginning of each month,
- 24 provided that such leave shall not be used prior to the time it is earned
- 25 and credited. A teacher who has accrued sick leave available to him/her
- 26 shall be allowed to use such sick leave in order to be absent from his/her
- 27 summer school teaching duties. The reasons for use of sick leave are the
- 28 same as for such use during the teacher's normal work year. All summer
- 29 school teaching positions shall be advertised and preferential
- 30 consideration shall be given to continuing contract and professional
- 31 services contract teachers who are certified in fields required for summer
- 32 school programs. In the principal's determination as to which teachers
- 33 shall be assigned to summer school, the principal shall ensure that a fair
- 34 and equitable rotation of teacher applicants is established.
- 35
- 36 B. A teacher who is assigned to teach in the adult education program shall
- 37 not be entitled to any rights conferred by this Agreement. A teacher who
- 38 is assigned to teach in the summer school program shall not be entitled to
- 39 any rights conferred by this Agreement except as provided herein.
- 40
- 41
- 42
- 43
- 44



1 **APPENDIX "A"**

2  
3 **Employee Hospitalization/Medical Plan**

4 In addition to the employee benefits otherwise contained in the Collective  
5 Bargaining Agreement between the parties, the following employee benefits and  
6 other pertinent information shall become effective upon ratification by the  
7 employees and the School Board. Upon ratification these benefit plan rates are  
8 effective for the period of January 1, 2016 to December 31, 2016.

9  
10 **The Brevard Public Schools Health Plan for 2016**

11 The following rates are based upon a monthly calculation:

12 Type	13 Premium Amount	14 Board Contribution	15 Employee Contribution
16 Employee	\$ 720.90	\$ 614.23	\$106.67
17 Employee /Spouse	\$1,058.10	\$ 614.23	\$443.87
18 Employee/Children	\$ 892.50	\$ 614.23	\$278.27
19 Employee/Family	\$1,175.70	\$ 614.23	\$561.47

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

21  
22 **Prescription Drug Plan**

23 The prescription drug plan is available as part of the BPS Health Plan.  
24 Prescription drugs, limited to a thirty (30) day supply are paid at 100% at  
25 participating pharmacies, after a \$20.00 co-payment for generic; \$50.00 co-  
26 payment for preferred brand-name drugs; and \$125.00 co-payment for non-  
27 preferred brand name drugs. The above co-payments will be applied to each  
28 prescription and each refill.

29  
30 Retail and Mail order service for long-term maintenance prescription drugs is  
31 available, limited to a 90-day supply. Mail 90, there is a \$40.00 co-payment for  
32 generic drugs, \$100.00 co-payment for preferred brand-name drugs, and  
33 \$250.00 co-payment for non-preferred brand-name drugs.

34  
35 Retail 90, co-payments are \$60.00 for generic drugs, \$150.00 co-payment for  
36 preferred brand-name drugs and \$375.00 co-payment for non-preferred brand-  
37 name drugs. The prescription drug plan has an annual out-of-pocket maximum  
38 of \$2,000.00 individual/\$4,000.00 for two or more.

39  
40 Specialty drugs will be filled by the Pharmacy Benefit Manager's (PBM's) Specialty  
41 Pharmacy Home Delivery Program. This change will be phased in to allow the  
42 employee to retain two specialty fills before the required switch to the PBM's  
43 Specialty Pharmacy.

44  
*JEH*



1 **Mental Health Plan**

2 The Mental Health Plan services are provided. This plan is available through the  
3 Brevard Public BPS Health Plan.  
4

5 **Continuation of Benefits**

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

17 ***Should there be a discrepancy between this Appendix and the***  
18 ***Summary Plan Description (SPD), the provisions of the SPD prevail.***  
19  
20  
21  
22  
23

(INTENTIONALLY LEFT BLANK)

Act



**Brevard Public Schools Health Plan  
Schedule of Benefits for Calendar Year 2016**

Benefit Feature	In-Network Employee Pays		Out-of-Network Employee Pays
Lifetime / Annual Maximum	None		
Calendar Year Deductible (CYD)			
Completed Biometric & Health Risk Assessment	\$500 individual - \$1,000 2 or more		\$1,000 individual - \$2,000 2 or more
Did Not Complete Biometric or Health Risk Assessment (does not apply to copay) (applies to co-insurance)	\$1,500 individual - \$3,000 2 or more		\$3,000 individual - \$6,000 2 or more
Out-of-Pocket Maximum Per Calendar Year ***	\$4,000 individual - \$8,000 2 or more		\$6,000 individual - \$12,000 2 or more
Both work for School Board = Combined Married Household	\$4,000 individual - \$8,000 2 or more		\$6,000 individual - \$12,000 2 or more
	<b>Copay</b>	<b>Coinsurance</b>	<b>Coinsurance</b>
In-Patient Hospital; average semi-private rate	\$600 copay	20% coinsurance	40% coinsurance after CYD
In-Patient Mental Health & Substance Abuse	\$600 copay	20% coinsurance	40% coinsurance after CYD
Outpatient Surgery	\$0	20% coinsurance	40% coinsurance after CYD
Emergency Room	\$250 copay plus 20% coinsurance		
Office Visit – PCP or Mental Health	\$30 copay	\$0	40% coinsurance after CYD
Office Visit – Specialist	\$50 copay	\$0	40% coinsurance after CYD
Urgent Care Center/Convenience Care	\$45 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
Contracted 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 -Max benefit for trans, lodging & 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

\*For more information regarding the preventive care recommendations that are covered, please see the federal government website:

*Act*



<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](http://www.brevardschools.org).

1  
2

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**APPENDIX "B"**

**GRIEVANCE  
PROCESS**

***Step I to Step II***

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

***Step II to Step III***

<b>Step II Filed</b>	Five (5) Days	Seven (7) Days	Seven (7) Days
	Step II Meeting	Response to Step II Meeting	File Step III

***Step III to Step IV***

<b>Step III Filed</b>	Seven (7) Days Step III Meeting	Seven (7) Days Response to Step III Meeting
-----------------------	------------------------------------	--

*Jck*





**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 26th day of October 2015 to be effective as stated herein.

**THE SCHOOL BOARD OF BREVARD COUNTY**

By:   
Chairperson

Attest:   
Superintendent of Schools

Attest:   
Chief Negotiator

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


By:   
President

Attest:   
Vice President/Chief Negotiator






**BOARD BARGAINING TEAM**

Jim Hickey, Chief Negotiator   
Arby Creach  
Lena Koch  
Mark Langdorf  
Ena Leiba  
Christine Moore  
Richard Morton  
Dr. Debra P. Pace  
Judy Preston  
Heather Price  
Robert Pruett  
Dr. Jane Respass  
Rhonda R. Stewart  
Karen Strickland

**UNION BARGAINING TEAM**

Dan Bennett, Chief Negotiator   
John Chybion  
Anthony Colucci  
Stephanie Connolly  
Michelle Craanen  
Vickie Dyer  
Sandra Edwards  
Dr. Stephanie Eley  
Larry Finch  
David Meader  
Debbie Sandstrom  
Vanessa Skipper  
Jessica Taylor

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

Dr. Desmond Blackburn  
Superintendent  
Brevard Public Schools

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

Robin Novelli, Director  
Secondary Education

Dr. Patricia Fontan  
Director  
ESE Program Support  
Services  
ADA/Section 504  
Coordinator

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

Mr. Mark D. Langdorf, Director  
Office of  
Employee Benefits & Risk  
Management

Mr. James C. Hickey, Director  
Human Resources Services  
and Labor Relations

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