

Section N - Retroactivity of Contribution (Premium) Collections

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

ARTICLE XVII – SALARY

- A. The base salaries for all Type "E" and Type "J" employees shall be as set forth in this Article. The base salaries of all Type "G" teachers shall be set forth in Article VIII of this Agreement. Below is the grandfathered Salary Schedule for 2016-2017 and the Pay-for-Performance Model:

2017-18 SALARY SCHEDULES

NOTE: In addition to all salaries reflected in the salary schedules, all employees will be paid a one-time bonus of \$200.

| GRANDFATHERED RANGES | | | PAY FOR PERFORMANCE RANGES | | |
|-----------------------------|-------------|----------|-----------------------------------|-------|--------|
| AA | 38,490 | - 41,802 | 39,226 | - | 41,805 |
| BB | 38,604 | - 41,916 | 39,340 | - | 41,919 |
| CC | 39,121 | - 42,433 | 39,857 | - | 42,436 |
| DD | 39,743 | - 43,055 | 40,479 | - | 43,058 |
| EE | 40,467 | - 43,779 | 41,203 | - | 43,782 |
| FF | 41,399 | - 44,711 | 42,135 | - | 44,714 |
| GG | 42,538 | - 45,850 | 43,274 | - | 45,853 |
| HH | 43,884 | - 47,196 | 44,620 | - | 47,199 |
| II | 45,333 | - 48,645 | 46,069 | - | 48,648 |
| JJ | 46,990 | - 50,302 | 47,726 | - | 50,305 |
| KK | 48,854 | - 52,166 | 49,590 | - | 52,169 |
| LL | 50,925 | - 54,237 | 51,661 | - | 54,240 |
| MM | 53,202 | - 56,514 | 53,938 | - | 56,517 |
| NN | 55,584 | - 58,896 | 56,320 | - | 58,899 |
| OO | 59,145 | - 62,457 | 59,881 | - | 62,460 |
| | Value of E | \$600 | Value of E | \$600 | |
| | Value of HE | \$875 | Value of HE | \$876 | |

Salary adjustment will be based on the outcome of the Summative Part 1 combined with the Student Achievement Scores to create the Summative Part 2 Evaluation. Salary increases will be paid retroactively to July 1, 2017 and will be paid in a lump sum. To be eligible of the salary increase, members of the bargaining until must be employed with the District at time of payout.

2017-18 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.

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

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

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

- B. Two (2) years of credit for purposes of placement on the salary schedule shall be given for military service completed since January 1, 1940. A year of experience shall be granted for twelve (12) months of active duty service. A partial year shall be counted if the active military service is within thirty (30) days of being a full year. Additional credit shall not be allowed for teaching assignments while in military service.
- C. Ninety-nine (99) or more days of full-time teaching, to include paid leave, in any single year shall be considered as one (1) full year of experience. If a full-time Brevard Public School (BPS) teacher works no less than one (1) full semester and such full semester has fewer than ninety-nine (99) days, one year of experience will be granted for pay purposes.

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

| | |
|-------------------------|------------|
| Master's Supplement | \$2,730.00 |
| Specialist's Supplement | \$4,056.00 |
| Doctorate Supplement | \$5,408.00 |

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

1. During the first three (3) years of district service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
2. During the next three (3) years of district service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
3. During the next three (3) years of district service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.
4. During the next three (3) years of district service, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
5. During and after the thirteenth (13th) year of district service, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave.
6. The four (4) days of sick leave credited to each teacher shall be treated as four (4) days of entitlement upon the teacher's retirement or to his/her estate or beneficiary if service is terminated by death.
7. Payment for terminal pay as described above will be paid sixty (60) days after the date of normal retirement.

F. To calculate a teacher's daily rate of pay, the base salary shall be divided by one hundred ninety-six (196). To calculate an eleven (11) or twelve (12)

month teaching contract salary, the ten (10) month base salary shall be divided by one hundred ninety-six (196) days and multiplied by the actual number of contract days.

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

- M. Compensation for adult education teaching and/or summer school teaching shall be as determined by the Board except as provided in Article XXVI, paragraph A.
- N. Effective July 1, with the 2002-03 school year, the following language shall be implemented. The salary of a teacher as reflected in Section A of this Article shall remain the same dollar amount under the following conditions:
1. The teacher receives an overall "needs to improve" on his/her annual evaluation for two (2) consecutive years. The teacher's movement on the salary schedule shall be frozen for the subsequent school year(s) until that teacher demonstrates "effective" performance. At such time, vertical movement on the salary schedule shall be restored to the proper level where the employee would have been if the increment had not been frozen.
 2. The teacher receives an overall "unsatisfactory" on his/her annual evaluation. The teacher's movement on the salary schedule shall be frozen for the subsequent school year(s) until that teacher demonstrates "effective" performance on two (2) annual evaluations. At such time, vertical movement on the salary schedule shall be restored to the proper level where the employee would have been if the increment had not been frozen.
- O. Effective July 1 with the 2004-2005 school year the following language shall be implemented. The salary of a teacher as reflected in Section A of this Article shall remain the same dollar amount under the following conditions:

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

ARTICLE XVIII - DIFFERENTIATED PAY PLAN

- A. The Board shall make an effort to find teacher volunteers for all positions pursuant to this Article. Part of such effort shall include e-mailing all teachers. The principal shall establish minimum qualifications for differentiated pay positions within a school and shall review all applicants who meet the