

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**



2005-2006

TABLE OF CONTENTS

| | | Page(s) |
|--------------|------------------------------------|----------------|
| | Agreement | 1 |
| Article I | Recognition | 2 |
| Article II | Definitions | 2-4 |
| Article III | Fair Practices | 4 |
| Article IV | Grievance Procedure | 4-8 |
| Section A | Definitions | 4-5 |
| Section B | Procedures | 5-7 |
| Section C | General Provisions | 7-8 |
| Article V | Union Rights | 8-15 |
| Section A | Leave for Union Service | 8-9 |
| Section B | Negotiations on School Time | 9-10 |
| Section C | Bulletin Boards | 10 |
| Section D | Union Meetings | 10-11 |
| Section E | Distribution of Literature | 11 |
| Section F | Supt. - Union Conferences | 11 |
| Section G | School Visitation by Union Rep. | 11-12 |
| Section H | Union Rep. at Board Meetings | 12 |
| Section I | Union Rep. on Board Committees | 12-13 |
| Section J | Teacher Directory | 13 |
| Section K | Union Dues Deduction | 13 |
| Section L | Other Deductions | 14 |
| Section M | Time on Agenda of Fac. Meetings | 14 |
| Section N | Use of School Supplies/Equip. | 14-15 |
| Section O | Orientation Meetings | 15 |
| Section P | Exclusivity Rights | 15 |
| Article VI | General Conditions of Employment | 15-39 |
| Section A | Fair Employment Practices | 15-16 |
| Section B | Calendar | 16-17 |
| Section C | School Day | 17-24 |
| Section D | Teaching Assignments/Duties | 24-27 |
| Section E | Vacancies/Promotional Vacancies | 27-28 |
| Section F | Assignments and Transfer | 29-32 |
| Section G | Teacher Evaluations | 32-34 |
| Section H | Personnel Files | 34-35 |
| Section I | Faculty Meetings | 35 |
| Section J | Class Interruptions | 35 |
| Section K | Parent Conferences | 35-36 |
| Section L | Teacher Facilities | 36-38 |
| Section M | Miscellaneous | 38-39 |
| Section N | Year Round Schools | 39 |
| Article VII | Teacher Protection | 39-42 |
| Article VIII | JROTC (Type "G" Employees) | 42-43 |

| | | |
|---------------|---|-------|
| Article IX | Student/Intern Assignments | 43-44 |
| Article X | Safety and Health | 44 |
| Article XI | Political Activity | 44 |
| Article XII | Emergency School Closing | 44-45 |
| Article XIII | Personal/Academic Freedom | 45 |
| Section A | Personal | 45 |
| Section B | Academic | 45 |
| Article XIV | Leaves of Absence | 46-53 |
| Section A | Rules Governing | 46 |
| Section B | Paid Leaves | 46-50 |
| Section C | Military Leave | 50-51 |
| Section D | Unpaid Leaves | 51-53 |
| Article XV | Reduction in Force | 53-55 |
| Article XVI | Welfare | 55-58 |
| Section A | Health Insurance | 55-56 |
| Section B | Vision Insurance | 56 |
| Section C | Dental Insurance | 56 |
| Section D | Life Insurance | 56 |
| Section E | Disability Insurance | 56 |
| Section F | Insurance Committee | 56 |
| Section G | Tax Deferred Annuity Program | 56 |
| Section H | Retired Teachers | 57 |
| Section I | Benefits Eligibility | 57 |
| Section J | Extended Sick Leave Benefits | 57 |
| Section K | Retirement Incentive Committee | 57-58 |
| Section L | Personal Property | 58 |
| Section M | Child Care | 58 |
| Section N | Retroactivity of Contributions (Premium) Collections | 58 |
| Article XVII | Salary | 59-66 |
| | 2005-2006 Salary Schedule | 59-63 |
| | Pay For Performance | 64-66 |
| Article XVIII | Extracurricular Activities and Supplemental Compensation | 66-71 |
| Article XIX | Nondiscrimination | 72 |
| Article XX | Availability of Agreement | 72 |
| Article XXI | Conformity to Law | 72 |
| Article XXII | Miscellaneous | 72-73 |
| Article XXIII | Matters Not Previously Covered | 73-74 |
| Article XXIV | Rights of the Board | 74 |
| Article XXV | Duration of Agreement | 74 |
| Article XXVI | Summer Employment | 75 |
| | Appendix | 76-79 |
| | Execution of Agreement | 80 |
| | Index | 81-89 |

AGREEMENT

This Agreement is made and entered into effective as of midnight August 10, 2005, by and between the School Board of Brevard County, Florida, hereinafter referred to as the "Board" and the Brevard Federation of Teachers, Local 2098, Florida Education Association, AFL-CIO, Inc., American Federation of Teachers, National Education Association, hereinafter referred to as the "Union."

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1 **ARTICLE I - RECOGNITION**

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

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

18
19 **ARTICLE II - DEFINITIONS**

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

- 1 G. 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 H. 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 I. 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 J. The term **PHYSICAL/OCCUPATIONAL THERAPIST ASSISTANT** shall
14 mean those employees who are appointed to work forty (40) hours per
15 week and assist licensed physical or occupational therapists in the student's
16 treatment plan.
17
- 18 K. The term **POSTPLANNING** shall mean those days designated as teacher
19 planning days scheduled after the last day for students as prescribed by the
20 calendar as adopted by the Board.
21
- 22 L. The term **PREPLANNING** shall mean those days designated as teacher
23 planning days scheduled prior to the first school day for students as
24 prescribed by the calendar as adopted by the Board.
25
- 26 M. The term **PRINCIPAL** shall mean the head of any school to which teachers
27 are regularly assigned, or his/her designee.
28
- 29 N. The term **SCHOOL** shall mean buildings at a work location to which
30 teachers are regularly assigned.
31
- 32 O. The term **SCHOOL DAY** shall mean the period of time during which
33 teachers are assigned to be at the school site.
34
- 35 P. The term **SCHOOL SITE** shall mean buildings and grounds to which
36 teachers are regularly assigned.
37
- 38 Q. The term **SCHOOL YEAR** shall mean the period of time beginning with the
39 first workday for teachers and ending with their last workday, inclusive, as
40 prescribed by the calendar as adopted by the Board.
41
- 42 R. The term **SHORT-TERM TEACHER** shall mean a teacher who is appointed
43 to work by the School Board to work in replacement for a regular contract

1 teacher for more than twenty (20) days but less than 99 days in any given
2 school year.

3
4 S. The term **STUDENT DAY** shall mean the hours of the day when the
5 majority of students are required to attend their assigned schools.

6
7 T. The term **SUPERINTENDENT** shall refer to the Superintendent of Schools
8 of the School Board of Brevard County or his/her designee.

9
10 U. The term **UNION REPRESENTATIVE** shall mean any person so designated
11 by the Union president.

12
13 **ARTICLE III - FAIR PRACTICES**

14
15 A. The Board hereby agrees that every teacher shall have the right to organize,
16 join, and support the Union. The Board agrees that it shall not directly or
17 indirectly discourage, deprive, or coerce any teacher in the enjoyment of any
18 rights conferred by this Agreement. The Board agrees that it will not
19 discriminate against any teacher with respect to wages, hours, or any terms
20 or conditions of employment by reason of membership in the Union,
21 participation in any activities of the Union, negotiations with the Board, or
22 institution of any grievance, complaint, or proceeding under this Agreement.

23
24 B. The Board agrees that employment application forms and oral interview
25 procedures for teachers shall continue to omit any required reference to the
26 applicant's membership in any employee organization which seeks collective
27 bargaining status.

28
29 C. The Board agrees not to require any teacher to complete an oath of loyalty
30 unless otherwise required by law.

31
32 **ARTICLE IV - GRIEVANCE PROCEDURE**

33
34 **Section A - Definitions**

35 1. A grievance is an allegation by a teacher that there has been a
36 violation, misinterpretation, or misapplication of any of the specific
37 provisions of this Agreement. Except by mutual agreement between the
38 Board and the Union to the contrary, the filing of a grievance up to and
39 including Step III shall be limited to one (1) specific provision of the
40 Agreement per filing.

41
42 2. As used in this Article, the term "teacher" shall mean either an
43 individual, a group of teachers having the same grievance, or the
44 Brevard Federation of Teachers.

- 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
13 of the time and place of such formal meeting concurrently with the
14 transmission of notice to the teacher. In the processing of grievances,
15 the teacher shall have the right at his/her option to represent
16 himself/herself at his/her own expense, or at his/her own expense to be
17 represented by some other person of his/her choosing at any formal
18 meeting held pursuant to this Article.
19
- 20 2. When a grievance meeting requires the attendance of a particular
21 individual teacher, the time, date, and place for such meeting shall be
22 set by the appropriate administrator provided that if such meeting is
23 held before or after the affected teachers' workday, the times shall be
24 by mutual agreement between the parties.
25
- 26 3. If the grievant(s) fail to meet the specified time restrictions provided
27 herein, the grievance shall be deemed to be withdrawn.
28

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

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

1 teacher, with a copy to the Union, within seven (7) days of the Step II meeting,
2 or if no Step II meeting is held, within five (5) days of the execution of the
3 waiver described herein.

4
5 **Step III (Formal)** - Within seven (7) days of the receipt of the Step II decision,
6 the teacher, if not satisfied with the resolution of the grievance at Step II, may
7 submit the completed grievance form to the superintendent. Within seven (7)
8 days of receipt of the Step III filing, the superintendent and the teacher shall
9 meet in an effort to resolve the grievance. The superintendent shall submit
10 his/her written decision to the teacher, with a copy to the union, within seven (7)
11 days of the Step III meeting.

12
13 **Step IV (Formal)**

- 14 a. Within sixteen (16) calendar days of the receipt of the Step III
15 response, the union, if not satisfied with the resolution at Step III,
16 may submit a written demand for arbitration to the American
17 Arbitration Association. The superintendent shall be concurrently
18 notified of such demand. The parties agree that the postmark date
19 shall be used to determine the date submitted. In the event the
20 superintendent's notification is provided in a manner other than
21 U.S. Mail, such notification shall be received in the Office of Labor
22 Relations as per the sixteen (16) calendar day timeline provided
23 herein. The American Arbitration Association shall furnish one or
24 more panels of arbitrators pursuant to its procedures. The parties
25 agree to subscribe to the then prevailing practices of the American
26 Arbitration Association.
- 27
28 b. The arbitrator shall schedule a hearing as promptly as possible.
29 He/She shall seek agreement of the parties as to the date of
30 hearing, but such shall be scheduled within thirty (30) calendar
31 days except as otherwise provided herein. The arbitrator shall
32 issue his/her decision not later than thirty (30) calendar days from
33 the date the hearing is concluded. Such decision shall be in writing
34 and shall set forth the arbitrator's opinion and conclusions on the
35 issues submitted. The decision shall be final and binding on the
36 parties.
- 37
38 c. The arbitrator shall be without power or authority to make any
39 decision contrary to or inconsistent with, or modify or vary in any
40 way the terms of this Agreement. He/She shall have no power to
41 add to, delete from, or modify in any way any of the provisions of
42 this Agreement. The arbitrator's award may include such remedy
43 as shall be authorized by law.
- 44

- 1 d. Fees and expenses of the arbitrator shall be shared equally by the
2 Board and the Union.
3

4 **Section C - General Provisions**

- 5 1. The right to proceed to the arbitration step of this procedure shall be
6 limited to the Union. Except for mutual written agreement to the
7 contrary, the Union's demand for arbitration shall be submitted so as to
8 limit the scope of each such demand to only one (1) grievance. The
9 parties agree that only subject to all of the conditions listed below, one
10 (1) or more grievance(s) may be concurrently considered in dispute at
11 the arbitration level only of the grievance procedure:
12

- 13 a. All such grievances shall have the same grievant;
14 b. All such grievances shall have the same date of event
15 giving rise to the grievance;
16 c. All such grievances must have been processed through
17 Step III as provided herein.
18

- 19 2. If the decision to be given by a teacher's principal or the
20 superintendent is not given within the respective times by said
21 provisions specified, the teacher shall have the right to proceed with
22 his/her appeal to the next step by giving notice of appeal or request for
23 arbitration within the same time to the same parties and in the same
24 manner as he/she would be required if a decision adverse to him/her
25 had been rendered on the outside date prescribed above for rendering
26 decisions.
27

- 28 3. Time limits may be extended beyond those specified only upon actual
29 written agreement between the parties. Whenever illness or other
30 incapacity prohibits either party from attending a grievance meeting,
31 the time limits shall be extended until the affected party(ies) can be
32 present.
33

- 34 4. Any written notice to be given under Section B by the teacher to his/her
35 principal or to the superintendent may be given by hand by the teacher
36 or his/her representative or by mailing it by certified mail, return receipt
37 requested, addressed to the principal or the superintendent at their
38 respective offices. Any notice or decision to be given to the teacher
39 may be given to the teacher by hand by the principal or superintendent
40 or their representative or by mailing by certified mail, return receipt
41 requested, addressed to the teacher at his/her home address as shown
42 in the Board's records. Any notice or decision to be given to the Union
43 may be given to the President of the Union, or by mailing it by certified
44 mail, return receipt requested, addressed to the Union at its offices.

1 Any notice or decision given by hand will be verified by written receipt if
2 requested.

3
4 If a notice or decision under this Article is provided to either party by
5 certified mail, the time limit required for response to such notice or
6 decision shall be extended to the receiving party by two (2) days.

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

35
36 **ARTICLE V - UNION RIGHTS**

37
38 **Section A - Leave for Union Service**

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

- 43
44 1. No less than one (1) workday may be taken at any one time.

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

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

24

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

35

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

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

42

43 If other activities directly related to this Agreement and mandated by law or this
44 Agreement are conducted during the regular teacher workday, leave of absence

1 sufficient to conduct such necessary activities shall be granted to the affected
2 teachers without loss of pay or accumulated leave.

3
4 **Section C - Bulletin Boards**

- 5 1. The Board shall make available for exclusive use by the Union one (1)
6 bulletin board located in the main faculty lounge at each school for
7 posting of official Union material properly identified as such. If no
8 bulletin board was in use as of March 19, 1979 in the main faculty
9 lounge for the posting of such notices, a bulletin board shall be made
10 available for such notices in an area to which teachers have ready
11 access.
- 12
- 13 2. Concurrently, a courtesy copy of such material shall be provided to the
14 principal and sent via Union courier, fax, or U.S. Mail to the Director of
15 Labor Relations or designee.
- 16
- 17 3. Campaign literature of a candidate for public office shall not be
18 distributed through the Board's courier service, posted on a Union
19 bulletin board, or placed in a teacher's mailbox.
- 20
- 21 4. The Union shall provide the principal with the name in writing of the
22 bargaining unit member who is designated by the Union as having the
23 responsibility to post such material. A district-wide master list of
24 teachers so designated shall be delivered to the Director of Labor
25 Relations upon request in writing two (2) times per year. Such list shall
26 contain the name and work location of each person designated.

27
28 **Section D - Union Meetings**

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

41
42 A meeting hereunder which has been scheduled shall not be cancelled by the
43 principal unless no other course of action is reasonably available to effectuate
44 the needs of the school. Provided one such meeting per month may be held

1 during the teacher workday, but outside the normal student day. Such meetings
2 held during the teacher workday shall be scheduled by the principal and BFT
3 building representative at a mutually agreed upon time. Under no circumstances
4 shall this language be interpreted that the Union shall not have the right to such
5 meetings.

6
7 **Section E - Distribution of Literature**

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

21 **Section F - Superintendent - Union Conferences**

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

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

33 Authorized Union representatives shall be allowed to visit schools where teachers
34 are assigned to conduct Union business under the following conditions:
35

- 36 1. The Union shall provide the Director of Labor Relations the names in
37 writing of the persons who are authorized by the Union to participate in
38 such visits provided that the Union shall only alter the list three (3)
39 times each school year.
40
41 2. Immediately upon arrival at the school site, the Union representative
42 shall report to the reception area of the administrative offices and shall
43 indicate to the principal the purpose for such visit.
44

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

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

- 17 1. The Union shall have the right to request to be placed on the Board
18 agenda at all regular Board meetings. The Board shall provide the
19 Union at no cost with one (1) copy of the materials relating to all public
20 Board meetings which are generally distributed to the press at a time
21 after said materials are made available to the Board, but no later than
22 when materials are distributed to the press for any regular meeting of
23 the Board. One (1) copy of the printed minutes of the Board shall be
24 supplied to the Union at no cost when said materials are made available
25 to the Board.
- 26
- 27 2. The Board shall provide each school with a copy of the summary
28 agenda of regular Board meetings to be posted in a conspicuous
29 location.
- 30

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

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

1 and that teacher will be added to the committee as the Union representative.
2 Such Union selected teacher shall meet the district requirements for committee
3 participation prior to such appointment as the Union representative.
4

5 **Section J - Teacher Directory**

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

11 **Section K - Union Dues Deduction**

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

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

1 **Section L - Other Deductions**

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

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

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

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

35
36 **Section N - Use of School Supplies and Equipment**

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

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

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

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

- 9
10 4. If it shall be ascertained that the disciplinary action taken against a
11 teacher resulted in loss of salary or other benefits without justification,
12 the teacher shall be restored such salary or other benefits to the extent
13 feasible. Such restoration shall include placement on the salary
14 schedule so that the teacher's salary shall be no less than the amount
15 that he/she was scheduled to receive prior to disciplinary action.
16
17 5. Teachers who no longer are employed by the Board shall retain the
18 right to grieve alleged violations of this Agreement, which occurred
19 during their employment or concurrent to their involuntary termination,
20 subject only to the provisions of Article IV.

21
22 **Section B - Calendar**

- 23 1. The regular school year of all Type "E" employees covered by this
24 Agreement shall consist of no more than one hundred eighty (180)
25 student days and one hundred ninety-six (196) teacher days inclusive of
26 paid holidays.
27
28 2. Time spent at parent-teacher conferences which are scheduled on the
29 school calendar as adopted by the Board is not subject to additional
30 financial compensation. Such time spent at parent-teacher conferences
31 shall be accruable subject to the compensatory time provisions of this
32 Agreement.
33
34 3. The following days shall be designated as paid teacher holidays during
35 the Fiscal Year 2005-2006:
36
37 a. September 5, 2005
38 b. November 24, 2005
39 c. November 25, 2005
40 d. January 2, 2006
41 e. January 16, 2006
42 f. April 14, 2006
43

- 1 4. It is the intent that the three (3) shortened student days at the end of
2 each semester be utilized for those activities required to complete the
3 student evaluation process. The teacher workday between semesters
4 shall be for the purpose of uninterrupted teacher planning and
5 preparation.
6
- 7 5. Except for reporting at the end of the first semester and the end of the
8 last semester, provided that grades are not due before the end of the
9 workday, teachers who submit grades to Educational Technology
10 Services shall have no less than two (2) workdays after the end of the
11 grading period to prepare grades before turning in such grades to the
12 administration and/or school office.
13
- 14 6. Elementary schools may develop through the School Advisory
15 Committee, for submission through the district waiver process, a plan
16 for an amount of time during the teacher workweek where teachers and
17 parents may confer and teachers may plan together or individually. The
18 waiver process and form will be made available to the chairperson of
19 the School Advisory Committee and the Union office.
20

21 **Section C - School Day**

- 22 1. A teacher shall be entitled to a daily duty-free lunch period of no less
23 than thirty (30) minutes inclusive of the time to escort students to the
24 cafeteria, provided teachers assigned to self-contained exceptional
25 education classes shall be entitled to such duty-free lunch when
26 feasible. The forty (40) hour workweek shall be inclusive of the daily
27 lunch period. It is not the intent of the Board herein to preclude
28 reasonable duty-free lunch time not provided herein, where such may
29 be reasonably provided nor to preclude a principal from implementing
30 an alternative method of providing such duty-free lunch to a teacher for
31 whom duty-free lunch is not provided herein. All schedules for
32 teachers' lunch shall reflect the thirty (30) minutes provided for duty-
33 free lunch and may include the statement that the thirty (30) minutes
34 will include time to escort students to the cafeteria.
35
- 36 a. The principal is encouraged to consider the availability of all
37 nonbargaining unit personnel when assigning supervisory lunch
38 room duties.
- 39 b. Teachers of resource exceptional education classes shall not be
40 required to serve lunchroom supervision longer than a time equal
41 to the length of time allotted for individual students' lunch periods.
- 42 c. If a principal decides to close the school library in order for the
43 Media Specialist to serve lunchroom supervision, the principal is

1 encouraged to seek alternative procedures which will allow the
2 media center to remain open during such lunch serving time.
3

4 2. Except as provided herein, teachers who are assigned to teach in
5 elementary schools, middle schools, junior high schools, or high schools
6 shall be scheduled for a period of uninterrupted preparation time.
7

8 a. The use of such preparation time shall normally be for the purpose
9 of teacher preparation, student staffings, individual parent
10 conferences, department meetings, evaluation conferences, and
11 the like. It is not the intent of the parties for planning time to be
12 used for those purposes, which could be better accomplished by
13 utilizing a school-wide faculty meeting.
14

15 b. In the event a principal assigns a teacher to the class or classes of
16 an absent teacher and/or the teacher loses his/her preparation
17 time as a result of an assignment, compensatory time equal to the
18 amount of lost preparation time shall be made available to the
19 affected teacher for such preparation time.
20

21 c. The length of preparation time for teachers in middle schools,
22 junior high schools, and high schools shall normally be equal to the
23 length of the students' class period on the day preparation time is
24 granted. Except for schools with block scheduling, preparation time
25 for part-time teachers shall be scheduled pro rata.
26

27 d. Teachers in elementary schools shall be scheduled for no less than
28 two hundred sixty (260) minutes of preparation time during each
29 full five (5) day workweek. Sixty (60) of the two hundred sixty
30 (260) minutes may be outside the normal student day. If the
31 workweek is less than five (5) days, such preparation time shall be
32 reduced pro-rata fifty-two (52) minutes per day for each day
33 students are not scheduled to attend full time. It is the intent of the
34 parties that the allowance to schedule sixty (60) minutes of
35 planning time as provided herein, should not be used to lower the
36 amount of planning that has normally been scheduled during the
37 student day.
38

39 e. Except as otherwise provided herein, preparation time as provided
40 herein shall be scheduled within the six and one-half (6 1/2) hour
41 period of time immediately following the beginning of the normal
42 student day.
43

1 f. Vocational Teachers with multi-period blocks of classes and/or
2 other teachers not normally assigned to class groups shall not be
3 entitled to preparation time as described herein. This latter group
4 includes, but is not limited to, counselors, occupational specialists,
5 alternative education teachers, area counselors, resource teachers
6 and media specialists not assigned a full class load. Multi-period
7 blocks of classes as used herein shall mean only those instances in
8 which a teacher's classes are scheduled in multi-period blocks for
9 the entire student day, e.g. three (3) classes of two (2) period
10 blocks in a six (6) period day. Provided that in the event of an
11 emergency, planning time as provided herein for an exceptional
12 education teacher may not be provided.

13
14 g. It is not the intent of the Board herein to preclude reasonable
15 preparation time for teachers not covered herein, where such
16 preparation time may reasonably be provided.

17
18 3. A teacher may request to leave the school site during his/her workday.

19
20 4. The normal teacher workweek shall not exceed forty (40) hours
21 inclusive of a daily thirty (30) minute lunch period except in an
22 emergency and/or to allow for compensatory time.

23
24 a. If the teacher workweek shall be less than five (5) days as a
25 consequence of an official school recess or holiday, the normal
26 workweek shall be reduced pro-rata from paragraph 4 above.

27
28 b. In the event a teacher is assigned to work beyond the normal forty
29 (40) hour workweek, then compensatory time shall be granted to
30 the teacher. Additionally, workweek adjustments shall be allowed
31 only when the length of the work assignment(s) does not
32 cumulatively exceed thirty (30) minutes in a normal workweek.
33 Assignments beyond the thirty (30) minutes in such workweek are
34 subject to the compensatory time provisions of this Agreement.
35 The rules governing compensatory time shall apply as stated in
36 Article VI, Section C, Paragraph 5.

37
38 In the event a teacher meets with a parent of his/her students and
39 such meeting causes the teacher to extend his/her forty (40) hour
40 workweek, time spent at the parent conference shall be subject to
41 compensatory time provided that the principal and teacher have
42 prior mutual agreement that such parent conference time will
43 qualify for compensatory time. Parent conferences as used herein
44 are those parent conferences in addition to those found on the

1 school calendar as adopted by the Board. The requirement of
2 "prior mutual agreement" may be met by the principal establishing
3 a building policy on such requirement.
4

5 c. In the event a principal assigns a teacher to perform duties which
6 require a teacher to return to school for evening functions (e.g.
7 open houses, individual parent conferences, other such functions),
8 time spent at such assignments shall be accruable to compensatory
9 time. On the two board-adopted calendar parent conference nights,
10 teachers shall be released as soon as the student day has ended
11 and student supervisory duties have been completed.
12

13 d. Compensatory time accrued by a teacher shall be made available to
14 a teacher during the normal student day up to sixteen (16) hours.
15 Nothing contained herein shall preclude a principal from approving
16 compensatory time during the student day beyond the minimum
17 guaranteed amount of sixteen (16) hours.
18

19 e. The Board and the Union agree that the thirty (30) minute lunch
20 shall be a paid lunch and the additional one hundred fifty (150)
21 minutes to the workweek shall accommodate the needs of the
22 school, provided any day a teacher does not have an uninterrupted
23 planning time he/she shall receive compensatory time equal to the
24 length of the interruption as referenced in Article VI, Section C.2)b.
25

26 f. In the event a teacher chooses to use compensatory time in lieu of
27 sick/personal leave as provided herein, such teacher shall be given
28 a verification of such time being so charged to his/her
29 compensatory time balance.
30

31 g. In the event a teacher transfers from one school to another, any
32 unused compensatory time shall transfer with the teacher subject
33 to the following condition: Written verification of compensatory
34 time earned shall be provided from the sending principal to the
35 receiving principal at the time of the transfer.
36

37 5. The rules governing compensatory time shall be as follows:
38

39 a. The amount of compensatory time shall be equivalent to the
40 amount of time a teacher was required to work as provided herein.
41

42 b. Prior to being allowed to take compensatory time, the following
43 conditions shall be met:
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- 1) The teacher shall properly submit a written request to the principal for such use. If a teacher is assigned duties by an administrator for which compensatory time is earned, the administrator shall furnish to the teacher(s) a receipt for the time. This does not preclude a teacher(s) from applying for compensatory time accrual.
- 2) Such 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.
- 3) The principal shall act on requests for compensatory time submitted two (2) days prior to the utilization within one (1) day of the request. Other requests will be acted upon within two (2) days of the request. In the event the principal does not act on any request for compensatory time within the specified time frames, the request shall be considered approved. Provided that in circumstances where the requesting teacher is not assigned to the same worksite as his/her principal, such responses shall be extended by three (3) days. When a teacher applies for compensatory time two (2) or more school days prior to the day compensatory time is requested to be used, the applicant cannot be required to supply his/her own substitute as a condition of approval for such compensatory time request.
- 4) Time limits as prescribed herein may be waived by the principal without precedent and at his/her discretion.
- 5) Failure of a teacher to utilize approved compensatory time may result, at the principal's discretion, in the reduction of such time from the teacher's accrued compensatory time balance.
- 6) In the event a teacher qualifies for compensatory time as provided herein and the teacher makes proper application which is subsequently denied, up to twelve (12) hours of such denied compensatory time shall be carried forward to the next school year. Such twelve (12) hours may be used at the teacher's option as either sick leave for the same purposes as other sick leave may be used or as personal leave charged to sick leave as provided in Article XIV.

- 1 c. Except as otherwise provided herein, compensatory time shall only
2 be accrued and utilized during the school year in which it is earned.
3 Teachers shall be given the opportunity to utilize their
4 compensatory time as provided herein and shall not be carried
5 forward from one school year to another except as provided above.
6
- 7 d. Nothing contained herein shall be construed as precluding a
8 principal from allowing compensatory time on a non-student
9 attendance day as reflected on the school calendar as adopted by
10 the Board.
11
- 12 e. In the event a principal denies the use of accumulated
13 compensatory time on an inservice day or on a post planning day
14 as scheduled on the school calendar as adopted by the Board, such
15 denial shall give the affected teacher(s) the right to use, at his/her
16 option, compensatory time in lieu of and for the same purpose(s)
17 as sick leave. The amount of any such compensatory time used as
18 sick leave shall be no more than an amount equal to the time
19 designated by the Board for the affected inservice day or post-
20 planning day. Provided that any sick leave taken on an inservice
21 day or post-planning day shall be deducted from the accrued sick
22 leave balance of the teacher.
23
- 24 f. In the event a teacher chooses to use compensatory time in lieu of
25 sick/personal leave as provided herein, such teacher shall be given
26 a verification of such time being so charged to his/her
27 compensatory time balance.
28
- 29 6. As used herein, the normal teacher workweek shall not include time
30 devoted to performance of duties for which compensation is
31 received pursuant to The Schedule of Supplements For
32 **Extracurricular and Supplemental Compensation**. If such
33 assignment is not included in the **Schedule of Supplements**,
34 the amount paid for such assignment shall be as determined by the
35 Board.
36
- 37 7. Reimbursement of mileage for teachers required to travel to
38 another school(s) during the normal workday is as follows: After
39 reporting for duty at a school, if the teacher is required during the
40 normal workday to travel to another school(s), the teacher shall be
41 reimbursed for mileage between the first school and the other
42 school(s), and between the last school and return to the original
43 school or to the teacher's home, whichever shall be the lesser.
44

- 1 a. Employees who regularly travel among the various
2 schools and other location in the county to perform
3 their official duties, will be eligible for reimbursement
4 beginning with the first stop of the work day unless the
5 first stop is farther from their home than their
6 established work site.
- 7 b. If the first stop of the day is farther from the employee's
8 home than the established work site, the employee will be
9 eligible for mileage reimbursement for the difference
10 between the work site and the first stop of the day.
- 11 c. From the first stop of the day, the employee will be
12 eligible for reimbursement for mileage to other sites
13 for official business during the day.
- 14 d. The employee shall be reimbursed for mileage
15 between the last stop of the day and return to the
16 established work site or to the employee's home,
17 whichever shall be the lesser, which could result in
18 the employee being reimbursed for returning home
19 from work.
- 20 e. Since reimbursement for returning home is made
21 for personal, not business, miles traveled, it will
22 result in taxable income to the employee and will
23 be reported on the employee's W-2.
- 24 f. The reimbursement rate shall be no less than
25 the rate allowed by law.
- 26 g. In the event that a teacher is required by the Board to
27 travel within the district but beyond the administrative
28 area (North, Central, South) in which he/she is normally
29 assigned, the teacher shall be entitled to mileage either
30 to and from his/her normal worksite to the out-of-area
31 worksite, or to and from his/her home to the
32 out-of-area worksite, whichever shall be the lesser.
33 This out-of-area provision is intended to entitle a
34 teacher to reimbursement for travel to and from an
35 assignment for which he/she received specific
36 direction by the Board to attend and which also
37 requires a teacher to travel from one administrative
38 area to another.
- 39
- 40 8. Attendance of teachers at PTA or PTO meetings shall be voluntary.
- 41
- 42 9. The length of the normal teacher workweek shall be forty (40) hours.
43 During the ten (10) days (totaling eighty (80) hours) reflected on the
44 Board-adopted school calendar as student non-attendance days, the

1 Superintendent and/or principal shall schedule forty-four (44) hours of
2 teacher work assignments providing a thirty-six (36) hour balance which
3 shall be designated as planning time used at the teacher's discretion.
4 The principal shall give to teachers on the first day of pre-planning a
5 written schedule of the year's non-student days, specifying which hours
6 are to be administratively designated and which hours are to be used at
7 teacher discretion. Except in an emergency, the principal shall not
8 adjust the schedule. In such case, the adjusted schedule shall be
9 provided in writing with details of the emergency. Unless the teacher is
10 planning at a school board facility or approved site, such thirty-six (36)
11 hours are not subject to Workers' Compensation injury claims unless
12 otherwise specified under State Statute.

13
14 **Section D - Teaching Assignments and Duties**

- 15 1. a. Pursuant to state law, the Board may hire degreed, non-certificated
16 personnel for positions designated "critical shortage". The Union
17 will be notified seven (7) calendar days prior to the publication of
18 the Board agenda item concerning the Board designating such
19 "critical shortage" teaching areas. The Union may provide input
20 for the Board's consideration. All other teachers must qualify for a
21 valid Florida teaching certificate.
22
- 23 b. The Board and the Union agree to review the classroom
24 management training of the beginning teacher in order to
25 determine what changes, if any, should be made in order to better
26 equip beginning teachers to handle student discipline. On a
27 voluntary basis, Educational Research and Dissemination programs
28 on classroom management for the beginning teachers shall be
29 made available to teachers during the afternoon of the preplanning
30 period. The voluntary nature of such ER&D programs shall not
31 prohibit the principal from providing compensatory time for such
32 attendance, provided that up to four (4) ER&D instructors shall be
33 granted compensatory time for time spent in instructing the ER&D
34 Program described above.
35
- 36 2. Teachers shall be assigned to a grade level and/or subject for which
37 they are qualified. If teachers are assigned to a grade level and/or
38 subject beyond the scope of their certificate they shall be reassigned as
39 promptly as circumstances permit within the scope of their certificate.
40 The foregoing shall not preclude agreement of teachers to continue to
41 teach outside the scope of their certificate while working for the
42 acquisition of proper certification.
43

- 1 3. After May 1, the principal shall make available, upon request of the
2 teacher, his/her anticipated teaching and room assignment for the
3 following school year. Further, after December 1, the principal shall
4 make available upon request of the teacher, his/her anticipated
5 teaching assignment for the forthcoming school semester.
6
- 7 4. Schedules for all classroom teachers in secondary schools shall be
8 posted in each school no later than September 28 of each school year.
9 Room assignments, planning times, and grade assignments shall be
10 similarly posted in each elementary school.
11
- 12 5. No teacher shall be required to formally evaluate any other teacher.
13
- 14 6. If teachers are required to teach at more than one school, one school
15 shall be designated as his/her home base. Except as otherwise
16 provided herein, teachers who are assigned to teach in more than one
17 school and such assignment results in his/her traveling between such
18 schools during the student day, such teacher shall suffer no loss of the
19 rights conferred by this Agreement, including loss of planning time
20 and/or duty-free lunch as contained herein.
21
- 22 7. The use of time clocks for checking in and out shall be prohibited.
23
- 24 8. Teacher participation in school activities beyond the normal teacher
25 workweek shall be voluntary wherever possible. If a situation arises
26 where such assignment must be made where no volunteers are
27 available, priority consideration will be given to the teacher's prior
28 personal commitments. All assignments beyond the teacher workweek
29 will be compensated pursuant to Article XVIII of this Agreement, or if
30 such assignment is not included within Article XVIII, such amount as
31 may be determined to be appropriate by the Board.
32
- 33 9. Based on the instructional needs of the school as determined by the
34 principal, teachers are eligible for an Optional Class Supplement. This
35 assignment is on a voluntary regular daily basis and is limited to the
36 circumstances listed below:
37
 - 38 a. A teacher may volunteer to teach a class during his/her planning
39 period on a regular daily basis.
40
 - 41 b. A teacher assigned to teach five periods may volunteer to teach an
42 optional seventh period.
43

- 1 c. Each principal shall notify all teachers from his/her faculty of the
2 availability of scheduled optional classes.
3
- 4 d. Teachers desiring to work an optional class period must notify the
5 principal in writing of his/her desire to participate in such
6 assignment.
7
- 8 e. All applicants who express a desire to teach an optional class
9 period shall be notified of the principal's decision as soon as
10 possible.
11
- 12 f. Among the factors to be considered in the selection of teachers for
13 such optional class assignments shall be the following:
14
- 15 1) area(s) of certification
16 2) current and prior teaching experience
17 3) supplemental position(s) held
18
- 19 g. Such teachers shall be compensated pursuant to Article XVIII,
20 Section H, Schedule of Supplements.
21
- 22 10. Lesson Plans are required. The format for plans shall be decided by the
23 teacher for the purpose of working with his/her students and shall
24 include sufficient information for substitutes and evaluators. Teachers
25 leaving the district or transferring to another school shall turn in their
26 lesson planbooks and/or gradebooks to the principal as part of the
27 checkout procedure. Routine submission of lesson plans shall not be
28 required except in the following instance: when the performance of the
29 teacher has been less than satisfactory. In this event, format and
30 content may be part of an assistance plan. Lesson plan restrictions shall
31 be waived for all "D" and "F" schools until they have regained at least
32 "C" status.
33
- 34 11. The parties agree that the provision for student supervision is primarily
35 the responsibility of the professional employees in order to ensure a
36 safe school environment. Supervisory duty assignments shall be
37 reviewed by the principal and a faculty committee to ensure adequate
38 supervision and equitable distribution of assignments. Faculty
39 volunteers to the committee will be sought and all volunteers will be
40 able to serve on the committee.
41
- 42 12. The requirements and procedures for teacher attendance at Board-
43 adopted district inservice days as reflected on the Board-adopted district

1 calendar shall be as follows: Teachers shall attend inservice programs
2 held on inservice days except as provided below.

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

7
8 b. Upon a review of the inservice programs offered on a specific
9 inservice day, the teacher and his/her principal mutually agree that
10 the programs offered on that day do not contain activities which
11 would beneficially apply to the responsibilities of the teacher or the
12 teacher has renewed his/her certificate for that school year, the
13 teacher shall be allowed to remain at his/her school or at another
14 school board cost center, as assigned by the principal or request
15 compensatory time.

16
17 c. A teacher is granted an approved leave of absence for that day(s).

18
19 13. When a teacher receives a significant reassignment after the start of the
20 school year, the principal shall provide non-student time for planning
21 and preparation.

22
23 14. Teachers serving in supplemental positions at other than their home
24 school may, at the discretion of the principals involved, with reasons
25 given when denied, leave at the end of the school's student day to fulfill
26 those supplemental responsibilities.

27
28 **Section E - Vacancies and Promotional Vacancies**

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

33
34 2. The assistant superintendent for Human Resources Services or designee
35 shall post, in his/her office where the same shall be readily accessible to
36 visitors, a listing of all current teacher vacancies. A copy of such list
37 shall be promptly forwarded to each area office where it shall be
38 likewise posted, and a copy of such current list shall also be provided to
39 the Union. A copy of such list shall also be posted in all schools.

40
41 3. The Board agrees to notify applicants and Union of the Board's decision
42 regarding the filling of such vacancy(ies) provided that the applicant
43 and Union have submitted a stamped self-addressed envelope with
44 his/her application.

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4. No promotional vacancy, except vacancies which exist at the level of superintendent's staff, shall be permanently filled until all teachers who have properly submitted applications and who meet the qualifications as reflected on the posted notice have been given the opportunity to be interviewed.
5. For the Purpose of Promotion
 - a. A notice of promotional vacancy shall set forth the qualifications, primary requirements, duties, and other pertinent information and the date by which the applicant must file the application. Such notice shall also include information indicating the salary range for the position and procedures for application.
 - b. Promotional vacancies shall be positions on the Administrative and Support Salary Schedule as adopted by the Board.
 - c. A notice of promotional vacancy shall reflect the anticipated location of the vacancy if known.
6. A notice of instructional task forces and workshops to be appointed shall be posted in each school at least fifteen (15) calendar days prior to the closing of the application period for appointment thereto. Such notice shall include the criteria pertinent to the appointment. In filling such positions consideration shall be given to the prior opportunity of teachers to serve on such similar task forces and workshops so that they may be shared equitably among qualified teachers seeking such appointments.
7. Upon written request, teachers shall be granted interviews for all posted vacancies for which they qualify before such vacancies are filled.
8. Training for ESOL/META endorsement shall be the District's responsibility. Upon ratification of this agreement, for each person who qualifies for the ESOL endorsement through the 300-hour district ESOL Add-On Certification Program, the District will fund the \$56.00 application cost to the Department of Education. This payment is not retroactive.

1 **Section F - Assignments and Transfers**

2
3 1. Voluntary Transfer from School to School

- 4
5 a. A teacher who desires a change from his/her assigned school to
6 another school in the district may request such reassignment by
7 properly submitting in writing the request to the area
8 superintendent with a copy of the request to his/her principal.
9
10 b. In the event that a teacher desires a transfer at the end of the
11 regular school year, the teacher shall submit a written request that
12 will be filed with the area superintendent, with a copy to the
13 principal, for active consideration throughout the period that school
14 is not in regular session. The teacher shall be responsible for
15 notifying the principal of an address and telephone number at
16 which the applicant can be reached during the above period.
17
18 c. Two teachers may voluntarily change positions or schools with the
19 approval of the area superintendent.
20
21 d. When approving or disapproving a request for voluntary transfer,
22 the Board agrees to include among the factors to be considered
23 the following:
24
25 1) Whether the teacher has been involuntarily transferred within
26 the two (2) year period of time immediately preceding the year
27 in which the voluntary transfer, if approved, would take place.
28
29 2) The length of time the teacher requesting voluntary transfer
30 has been assigned to his/her current teaching responsibilities
31 or his/her current school site.
32
33 e. In the event a teacher requests a voluntary transfer as provided
34 herein and such request is denied, the teacher shall be provided an
35 opportunity to confer with the Superintendent regarding the denial.
36 The superintendent shall give reasons for denial and upon request
37 by the teacher a Union representative shall be present.
38

39 2. Reassignments Within a School

- 40
41 a. A teacher shall have the right to request reassignment within the
42 same school to which he/she is assigned.
43

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

4 3. Involuntary Transfer
5

6 In the event a decline in student enrollment necessitates the Board
7 reducing continuing contract and professional services contract
8 teachers within a school, the following procedures shall be followed:
9

- 10 a. The principal shall inform the faculty of the necessity to reduce
11 continuing contract and professional services contract teachers
12 and provide the faculty with the opportunity to request
13 transfer to fill a vacancy at another school.
14
- 15 b. Prior to the reappointment of any annual contract teachers, all
16 continuing contract and professional services contract teachers
17 shall be assigned to a position. Provided that in the event
18 there is no continuing contract teacher or professional services
19 contract teacher certified in a field in which there is a vacant
20 position, an annual contract teacher may be appointed to fill
21 such position.
22
- 23 c. A listing of teacher vacancies shall be posted at each school,
24 which is reducing continuing contract or professional services
25 contract teachers.
26
- 27 d. If a teacher who volunteers to transfer to a vacancy meets the
28 certification requirements for such vacancy, such teacher shall
29 be given the opportunity to interview for the vacant position.
30 Provided a request for such interview is made to the
31 appropriate principal within a five (5) workday period
32 immediately following the faculty notification as provided in
33 paragraph 1 herein. The teacher must concurrently notify
34 his/her current principal of such interview requests.
35
- 36 e. The teacher shall receive notification of the interviewing
37 principal's decision regarding such transfer request.
38
- 39 f. In the event such transfer request is denied, the teacher shall
40 have the right to meet with the superintendent and advance
41 reasons why such voluntary transfer should be granted. A
42 request for such meeting shall be in writing and shall be filed
43 no later than five (5) workdays after notification of the denial
44 of the transfer request is provided to the teacher.

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- g. If the Board effectuates a reduction of continuing contract and professional services contract teachers by involuntary transfer, the following procedures shall be followed:
 - 1) If within five (5) workdays after faculty notification as provided in paragraph 1 herein, there remains the necessity to reduce continuing contract or professional services contract teachers, the Board shall give written notification to the selected teacher of the Board's intent to involuntarily transfer him/her. Within five (5) workdays of such notification, a teacher so selected shall be granted an interview in the same manner and within the same guidelines as provided to teachers who have volunteered for transfer as provided herein.
 - 2) A teacher so selected shall have the right to meet with the superintendent and advance reasons why such involuntary transfer should not occur. A request for such meeting shall be filed no later than five (5) workdays after notification of such involuntary transfer.
 - 3) A teacher whose involuntary transfer becomes effective at the beginning of the next school year shall have the option to return to the school from which he/she was involuntarily transferred provided the position from which he/she was transferred becomes vacant prior to the beginning of such next school year or the beginning of the second semester of the next school year. The term "position" as used herein shall mean the same or substantially the same teaching assignment from which the teacher was involuntarily transferred.

- h. In the event the Board determines to transfer a teacher for reasons other than declining enrollment, the following procedures shall apply:
 - 1) Upon notification, the teacher will be given the opportunity to voluntarily transfer fifteen (15) days prior to the date of the transfer provided the teacher receives a complete list of available positions at the beginning of the fifteen (15) day window.
 - 2) The teacher who volunteers will be given priority over new hires in the affected teacher's field of certification in those schools at which the teacher has sought an interview.

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

- 1) The teacher shall receive written notification as soon as the final decision to effectuate such transfer is made.
- 2) The reason(s) for such transfer shall be contained in such notification.
- 3) The teacher shall be given the opportunity to meet with the Superintendent for the purpose of advancing his/her reasons why such transfer should not take place.

Section G - Teacher Evaluations

1. A teacher shall be apprised of the Board's formal evaluation procedures. Such appraisal shall be scheduled during preplanning provided that a teacher who is employed after the preplanning period shall be similarly apprised prior to the implementation of such procedures relative to the evaluation of such teacher. Appraisal as required in this paragraph shall include the teacher appraisal system, as well as any checklist type of form that an individual principal may determine to use in a particular school.
2. Observations of a teacher's performance for the purpose of formal evaluation shall be conducted either singularly or in combination by a school administrator(s), district level administrator(s), or other qualified persons, except other bargaining unit personnel, 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.
3. All formal observations shall be conducted with the knowledge of the teacher.
4. Any observation which is to be utilized as part of a formal evaluation shall be of no less than twenty (20) consecutive minutes in length 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 which are to be utilized in the evaluation of such teacher's performance shall be in writing.
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

1 or parents, provided this paragraph shall not be applicable to any Board
2 meeting.

- 3
- 4 6. Teachers shall be provided with a copy of all written observation
5 records and shall be given the opportunity to submit written comments
6 regarding such records for attachment thereto, provided such
7 comments are submitted within fifteen (15) workdays of the receipt by
8 the teacher of the observation record.
- 9
- 10 7. No later than April 1 of each contract year, the final recommendation as
11 to whether a teacher eligible therefore should be advanced to
12 professional services contract will be furnished to the teacher along with
13 a copy of the final written evaluation report. In the event a principal
14 shall not recommend an annual contract teacher for reappointment, the
15 teacher shall be notified of such recommendation no later than May 1.
16 Provided, that the May 1 date may be extended upon written notice to
17 the teacher of such extension with reasons provided therein. All
18 teachers shall be furnished with a copy of their annual written
19 evaluation by April 25. At the time of the conference for the formal
20 evaluation, teachers shall receive a copy of the written evaluation. The
21 evaluator and teacher shall initial every page of the evaluation. The
22 District procedures for reappointment of annual contract teachers
23 including anticipated timetables and notification processes shall be
24 provided in writing to all nonrenewed annual contract teachers prior to
25 the deadline for reappointment of such teachers.
- 26
- 27 8. A planned practice of using the intercommunications system in a school
28 for the purpose of gathering information to be used in the evaluation of
29 that teacher shall not be allowed.
- 30
- 31 9. For the purposes of this section, "formal observation" and "formal
32 evaluation" shall mean, respectively, the observations and procedures
33 conducted for the primary purpose of judging teacher performance.
- 34
- 35 10. In the event a teacher receives an overall rating of "Unsatisfactory" on
36 his/her annual formal evaluation, he/she will have been observed for no
37 less than two (2) twenty (20) minute periods as provided herein. The
38 term "overall rating of unsatisfactory" as used herein shall mean as
39 described in the adopted District Performance Appraisal Plan. Copies of
40 the district-wide Intervention Program, which has been mutually
41 developed by the Board and Union, shall be available to each teacher
42 and administrator.
- 43

- 1 11. In the event the Board shall desire to alter the contents of the teacher
2 evaluation instrument in use as of the effective date of this agreement,
3 prior to such alteration the Union shall be provided written notification
4 of the Board's intent to effect such alteration. The Union, upon receipt
5 of such notification shall be allowed seven (7) calendar days within
6 which to respond regarding such changes.
7
- 8 12. Whenever the principal schedules a conference with a teacher for the
9 purpose of discussing his/her formal evaluation, such teacher shall be
10 given prior notice of the purpose of such conference.
11
- 12 13. Parent and/or student complaint(s) shall be reported to the teacher
13 prior to the inclusion of such complaints in the formal evaluation of the
14 teacher. The teacher shall have the opportunity within fifteen (15)
15 workdays to resolve and/or respond to the complaint(s). The failure of a
16 teacher to respond as provided herein shall not prohibit the inclusion of
17 such material in the teacher's formal evaluation.
18
- 19 14. The quantity of discipline referrals and number of student failures shall
20 not be considered in isolation, but should be considered in conjunction
21 with other factors such as severity of discipline referral offenses, level of
22 classes, number of preparations, and grouping patterns.
23

24 **Section H - Personnel Files**

- 25 1. No complaints or evaluative material shall be placed in the files of a
26 teacher unless the teacher has had an opportunity to read the material.
27 The teacher shall acknowledge that he/she has read such material by
28 affixing his /her signature and date on the actual copy to be filed, with
29 the understanding that such signature merely signifies that he/she has
30 read the material to be filed and does not necessarily indicate
31 agreement with the content. Upon request, and at his/her expense, the
32 teacher shall receive a copy of said material at the time he/she affixes
33 his/her signature to the material.
34
- 35 2. The teacher shall have the right to submit written response to such
36 complaint or evaluative materials and such response shall be placed in
37 the personnel file of the teacher, provided such response shall be within
38 fifteen (15) workdays of the date on which the complaint or evaluative
39 material was made known to the teacher. Such response shall be
40 attached to all file copies of the complaint or evaluative material.
41
- 42 3. A teacher may place in his/her personnel file a reference to, or a
43 summary of, honors, awards, and official commendations, which relate
44 directly to the teacher's duties.

- 1 4. Anonymous information shall not be placed in a teacher's personnel file.
- 2
- 3 5. A teacher shall have the right to review his/her personnel file during
- 4 normal business hours and when the teacher is not otherwise assigned,
- 5 provided such review shall be conducted in the presence of the
- 6 administrator or designee in charge of such file. The teacher may be
- 7 accompanied by a representative for such review. A teacher shall not
- 8 permanently remove any item from his/her file. A teacher shall have
- 9 the right to reproduce any material in his/her personnel file.
- 10
- 11 6. Except as provided by law, a teacher's personnel file shall be open to
- 12 inspection only by the School Board, the superintendent, the principal,
- 13 the individual teacher to whom the file applies and a representative who
- 14 may accompany the teacher during such inspection.
- 15
- 16 7. This section shall not be applicable to recommendations or appraisals
- 17 from other employers, universities or colleges or other references.
- 18
- 19 8. In the event the Board is required by law to develop changes in the
- 20 Board's procedures regarding teacher personnel files, the Board agrees
- 21 to notify the Union of such changes as may be necessitated by such
- 22 law.
- 23

24 **Section I - Faculty Meetings**

- 25 1. Except as circumstances otherwise clearly require, faculty meetings at
- 26 each school shall be held during the regular teacher workweek.
- 27
- 28 2. Except in an emergency, notification of each faculty meeting shall be
- 29 given at least two (2) calendar days prior to the meeting.
- 30
- 31 3. In the event a scheduled faculty meeting date is changed, notification
- 32 of such change shall be provided as promptly as the need for such
- 33 change is determined by the principal.
- 34

35 **Section J - Class Interruptions**

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

42 **Section K - Parent Conferences**

43 The parties agree that periodic individual parent conferences are desirable and
44 can be beneficial to the student, the teacher, and/or the parent(s). If the

1 principal shall schedule such a conference, he/she shall discuss an appropriate
2 time for such conference with the teacher(s) involved. When the principal
3 determines a date, time and place for the conference, the teacher shall be so
4 notified. Prior to such conference the teacher(s) shall be informed of the
5 purpose(s) for the conference to the extent that it is known by the principal.
6

7 **Section L - Teacher Facilities**

- 8 1. During the normal workweek, a teacher shall be provided free of charge
9 with an off-street area for parking at the school to which he/she is
10 regularly assigned. This shall not be construed as requiring the
11 expenditure of any additional funds by the Board.
12
- 13 2. Teachers at each school site shall have access to a lounge area
14 provided as a place for teachers to plan, work, and eat when not
15 otherwise assigned.
16
- 17 3. A telephone at each school shall be made available for teacher use for
18 local or collect calls. For all schools under construction, and schools in
19 the planning stages, teachers shall be included in the planning,
20 including but not limited to providing phones in private locations for
21 conferring with parents.
22
- 23 4. The Board shall make restroom facilities available at each school for
24 exclusive use by non-students.
25
- 26 5. The Board shall make available a room or portion of a room for
27 exclusive use by teachers and non-students during the lunch period.
28
- 29 6. The Board shall make available in each school typing, duplicating
30 equipment, and copy machines for use by a teacher who is regularly
31 assigned to that school. Such use shall be for the purpose of assisting
32 the teacher in preparation of instructional materials to be used in that
33 particular school or in any other school in which that teacher has
34 instructional duties.
35
- 36 7. The Board shall make available at each school a private area for parent-
37 teacher conferences.
38
- 39 8. Classrooms
40
- 41 a. The Board agrees to make available to all teachers appropriate
42 physical facilities where applicable, such as a desk, a chalkboard,
43 and storage space, consistent with the other needs and financial
44 resources of the district.

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

1 mean an assignment when a teacher is scheduled to teach in more than
2 two (2) locations within the school.

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

8
9 **Section M - Miscellaneous**

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

- 1 6. If it is not reasonably possible to obtain a substitute teacher, and some
2 other voluntary solution cannot be found, the responsibility for
3 supervising the students assigned to the absent teacher shall be rotated
4 as equitably as possible among the remaining teachers.
5
6 7. No vacancy shall be filled by a person or persons for more than thirty
7 (30) teacher employment days except in an emergency situation unless
8 they hold a valid Florida teaching certificate.
9
10 8. In the scheduling of inservice for exceptional education teachers, the
11 Board agrees to make every reasonable effort to provide such inservice
12 at a time when all appropriate exceptional education teachers can be
13 made available for such inservice.
14

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

16 The parties agree that in the event it becomes necessary to substantially alter
17 the employment conditions of teachers in the district's Modified School Calendar
18 schools and/or to increase the number of Modified School Calendar Schools, the
19 impact of such alteration and/or increase will be subject to negotiations between
20 the parties.
21

22 **ARTICLE VII**
23 **TEACHER PROTECTION**
24

- 25 A. The Board acknowledges the desirability of giving reasonable support and
26 assistance to teachers with respect to proper maintenance of control and
27 discipline in the classroom. Individual school procedures and policies for
28 handling student discipline shall be reviewed by each school's School
29 Advisory Council and revised or developed as needed so as to ensure that
30 the referring teacher has the opportunity to input his/her feelings regarding
31 the disposition of the referral. Discipline procedures shall stress the
32 importance of uniform application. When the offense is serious enough to
33 warrant suspension of the student in accordance with the School Board
34 policy and/or the School Discipline Plan, such referred student will not be
35 returned to the teacher's class the same period (or 30 minutes in elementary
36 school) from which the student was referred unless he/she is escorted by an
37 administrator or a written explanation from same stating his/her reasons for
38 the student's return accompanies the student.
39

40 Except as otherwise provided herein, when a student(s) is referred to the
41 administrator for disciplinary reasons, the teacher shall be informed of the
42 conditions, if any, which have been imposed on the student before he/she
43 reenters the class. Whenever the circumstances do not permit the
44 administrator to address a particular student referral, the administrator may

1 return the student to the referring teacher's class and recall the student at a
2 later time. The referring teacher shall be notified of the necessity of such
3 return and recall. If a serious situation exists, the teacher may return the
4 student to the principal.

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

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

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

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

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

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

36
37 1. Time for required appearances before a judicial body or legal authority
38 shall result in no loss of salary or reduction in accumulated leave.

39
40 2. In case of disability the teacher's wages shall continue in full without
41 reduction in accumulated leave until Worker's Compensation payments
42 begin. Thereafter the Board shall pay to the teacher the difference
43 between the compensation payment and the contractual salary of the
44 employee without reduction of accumulated leave until the teacher is

1 able to return to employment or is eligible for retirement, but in no
2 event more than one hundred ninety-six (196) teacher employment
3 days after the occurrence of the event giving rise to the application of
4 this section.

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

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

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

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

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

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

43

1 L. The Board shall continue to provide liability insurance coverage for all
2 teachers no less comprehensive than that in effect on the effective date of
3 this Agreement.
4

5 M. A written statement by the Board governing use of corporal punishment of
6 students shall be made available to teachers. The Board agrees to indemnify
7 teachers against any civil damages and provide for the defense of any act
8 authorized by such written statement of the Board.
9

10 N. No teacher shall be disciplined for refusing to check for head lice and/or
11 perform non-emergency medical procedures on students. It is not the intent
12 of the Board that scheduled routine medical procedures be construed as
13 emergencies.
14

15 O. School Volunteers

16 1. The Board agrees to include on the application for volunteers a question
17 as to any felony convictions and/or child abuse convictions.
18

19 2. Prior to the principal assigning a volunteer to work with a classroom
20 teacher, the teacher shall be given a reasonable amount of time during
21 which he/she may interview the volunteer and/or let his/her views be
22 known regarding the volunteer's assignment to the classroom. The
23 parties agree that the best interests of all parties are served when
24 volunteer assignments are made in an atmosphere of mutual
25 consideration.
26

27 3. If a conflict arises after placement of a volunteer in a teacher's
28 classroom, the teacher shall request, in writing, a change of volunteers.
29 If such request is denied, the principal's reasons for such a refusal shall
30 be stated in writing by the principal with copies to the teacher, the
31 volunteer, the Union president, and the area superintendent.
32

33 P. When the principal determines to change a student's placement, the
34 affected teacher(s) shall have been given notice of the change.
35

36 **ARTICLE VIII**
37 **JROTC (Type "G" Employees)**
38

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

1 school year. In the event a JROTC teacher's active duty pay would be less
2 than the amount he/she would receive as a Type E employee, the JROTC
3 teacher shall receive the higher amount.

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

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

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

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

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

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

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

38
39 **ARTICLE IX**
40 **STUDENT/INTERN ASSIGNMENTS**

41
42 A. Teacher acceptance of student teacher or teacher intern assignments shall
43 be voluntary.

1 B. Money or other similar consideration earmarked for the teacher as a result
2 of student teacher or teacher intern assignments which has been received
3 by the Board shall be transmitted to said teacher.
4

5 C. The Professional Development Council (PDC) shall review the feasibility of
6 awarding inservice credit to a teacher completing a student teacher or
7 student intern assignment. The maximum inservice credit allowed by the
8 then current district Master Inservice Plan shall be awarded to a teacher for
9 and upon completion of a student teacher or teacher intern assignment.
10

11 **ARTICLE X**
12 **SAFETY AND HEALTH**

13
14 No teacher shall be disciplined for failure to work in an unsafe or hazardous
15 situation where there is an imminent danger to the teacher's health, safety, or
16 well-being, provided this shall not be applicable in any circumstances where the
17 health and safety of students otherwise clearly require teacher intervention.
18

19 In the event the principal becomes aware of a situation as described in the
20 preceding paragraph, the principal shall notify the affected teachers as soon as
21 such situation becomes known to the principal.
22

23 The Board agrees to provide the Union with a written description of the District's
24 plan, which addresses the maintenance of the classroom environment.
25

26 **ARTICLE XI**
27 **POLITICAL ACTIVITY**

28
29 A. The political life of a teacher is not an appropriate concern of the Board
30 except as it impacts upon the teacher's employment or as otherwise
31 provided by law.
32

33 B. The right of a teacher to work and vote for the political party and/or
34 candidate(s) of his/her choice shall not be an appropriate concern of the
35 Board except as it impacts upon the teacher's employment or as otherwise
36 provided by law.
37

38 **ARTICLE XII**
39 **EMERGENCY SCHOOL CLOSING**

40
41 A. All of the schools in the school system will be open on all regularly
42 scheduled days unless closed by the Superintendent because of an
43 emergency.
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**ARTICLE XIV
LEAVES OF ABSENCE**

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Section A - Rules Governing

1. While on approved paid leave of absence, a teacher shall continue to receive the benefits of group fringe benefit plans, which are provided by the Board for teachers who are not on leave of absence. A teacher on unpaid leave of absence may, with the consent of the insurance carrier, continue benefits under an insurance policy by paying all of the required premiums on a timely basis as prescribed by the Board provided all the conditions of such leave are met by the teacher.
2. Upon the expiration of any approved leave of absence, and if all the conditions of such leave have been met by the teacher, the Board shall continue to employ such teacher under the same circumstances and subject to such conditions as though such teacher had not been on leave. Except as otherwise provided herein, all unpaid leaves of absence shall not be counted as experience, which warrants any advancement on the salary schedule.
3. Except as otherwise provided herein, all leave applications other than in emergency situations, shall be submitted at least ten (10) workdays in advance of the date the leave, if approved, would begin. Such ten (10) days advance submission requirement shall be waived in instances of sick leave, which preclude such notice.

Section B - Paid Leaves

1. Sick Leave
 - a. Accrual
 - 1) Each full-time teacher shall be credited with four (4) days of sick leave as of the first day of employment of each contract year. Thereafter, each full-time teacher shall be credited with one (1) day of sick leave for each month of employment to be credited by the end of each month, provided that such leave shall not be used prior to the time it is earned and credited. Full-time teachers shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment.
 - 2) Unused sick leave shall accumulate from year to year without limit.
 - 3) Sick leave may be transferred into the school district from other public school systems in Florida without limit as to the

1 number of days of sick leave accrued except that at least one-
2 half (1/2) of this accumulated leave must be earned within this
3 school district at any given time.
4

5 4) For purposes of this section only, "full-time teacher" shall apply
6 to any teacher who is regularly employed more than one-half
7 (1/2) time.
8

9 b. Usage

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

22 2) Sick leave days shall be granted for absences during the
23 regularly scheduled workday to the extent of the total number
24 of sick days the teacher has accumulated.
25

26 c. Sick Leave Bank

27 The Board agrees to establish a Sick Leave Bank for employees. A
28 committee of six (6) employees shall be appointed by the
29 superintendent for the purpose of developing recommendations to
30 the superintendent regarding guidelines, procedures, and rules for
31 such bank. The Union president shall be invited to submit the
32 names of two (2) employees who shall be appointed to the
33 committee.
34

35 2. Personal Leave

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

38 a. Written application for such leave shall be submitted to the school
39 principal no less than two (2) workdays prior to the beginning of
40 the leave except in cases of emergency.
41

42 b. Each application for such leave shall reflect as the reason for the
43 leave request the following disclaimer: **The purpose for which**

1 **this leave is taken is not a violation of the provisions of the**
2 **Collective Bargaining Agreement.**

3
4 c. Personal leave shall not accumulate from school year to school
5 year.

6
7 d. Personal leave shall be granted subject to the following conditions:
8 1) The length of such leave shall be no less than one-half (1/2) of
9 the teacher assigned workday unless otherwise allowed by the
10 principal.

11
12 2) No more than eight percent (8%) of the teachers in any given
13 school or one (1) teacher, whichever is greater shall be absent
14 on such leave from any given school at any time, provided
15 such limitation of eight percent (8%) may be waived by the
16 Board in its discretion and without precedent.

17
18 3) Such leave shall not be granted under any of the following
19 conditions:

20 a) Activities which could result in taxable income to the
21 employee.

22 b) To attend Union (including any other employee
23 organization which has represented or sought to represent
24 public employees in collective bargaining) associated
25 business.

26 c) Any form of work stoppage.

27
28 4) In the event of emergency, the nature of which is so serious as
29 to necessitate the presence of as many employees as possible,
30 all requests for personal leave may be denied for the duration
31 of the emergency.

32
33 5) Such leave shall not be granted for purposes for which any
34 other type of paid leave is available.

35
36 3. Illness/Injury-in-the-line-of-duty Leave.

37 a. A teacher shall be entitled to illness-in-the-line-of-duty leave up to
38 ten (10) workdays per school year when he/she has to be absent
39 from duty because of personal injury received in the discharge of
40 duty or because of illness from any contagious or infectious disease
41 or school building environmentally induced sickness contracted in
42 school work.
43

- 1 b. Such leave or the balance thereof may accumulate from a school
2 year to the next school year in the event of a continuation or
3 recurrence of a specific injury sustained during the previous school
4 year only.
5
- 6 c. The term "injury" as used in Article XIV, Section B, paragraph 3, is
7 defined as the result of an event which causes the teacher to suffer
8 an initial injury or a reinjury or reaggravation of an injury for which
9 the teacher had previously been granted injury-in-the-line-of-duty
10 leave. The term "event" as used herein shall mean an unforeseen,
11 unexpected, or sudden happening, the nature of which is such that
12 the injury sustained can logically be expected to result.
13
- 14 4. Professional Leave
15 Professional leave not to exceed thirty (30) calendar days may be
16 granted to teachers when the experience shall be deemed to be of
17 substantial benefit to the school district and shall have an immediate
18 application to the current role of the teacher.
19 a. Professional leave with pay may be granted for a teacher to attend
20 curriculum meetings or to observe instructional techniques.
21
- 22 b. Professional leave with pay may be granted during preplanning and
23 post planning under the following conditions:
24
- 25 1) A teacher shall be granted no more than five (5) days of such
26 leave in any one (1) school year whether such leave is taken
27 during preplanning, post-planning, or both.
28
- 29 2) Such leave application shall be submitted no later than June 1
30 and shall be accompanied by the registration deadline from the
31 institution, if the reason for the request is to attend school.
32
- 33 3) A teacher must have been employed by the Board as a teacher
34 for at least one (1) school year and must be returning to the
35 district as a teacher before such leave may be granted.
36
- 37 4) A teacher shall be either enrolled in a master's or higher level
38 degree program at an accredited, approved institution and/or
39 be attending school or institute in order to add subject area(s)
40 to his/her certificate and/or to improve the instructional
41 program of the school.
42
- 43 c. Professional leave with pay may be granted to permit teachers to
44 attend meetings of professional organizations (not including groups

1 who have sought recognition to represent employees in
2 negotiations, or groups affiliated with organizations who have
3 sought such recognition.)
4

- 5 d. Teachers participating in certification through National Board for
6 Professional Teaching Standards (NBPTS) shall have two (2) leave
7 days for the purpose of portfolio completion. One (1) day shall be
8 the teacher's personal leave day, matched by one (1) professional
9 leave day granted by the district. The scheduling of the
10 professional day only shall be mutually agreed to by the principal
11 and teacher.
12

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

- 14 a. A teacher absent from duty because he/she has been required by
15 summons or subpoena to appear before a court or regulatory
16 agency shall submit leave application for such absence.
17
- 18 b. Such time away from duty shall not be charged against any
19 accumulated earned leave.
20
- 21 c. This language shall apply to summons, subpoena, or subpoenas
22 received by a teacher's dependent minor when the circumstances
23 make it necessary for the teacher to accompany his/her minor
24 dependent to the court proceedings.
25

26 **Section C - Military Leave**

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

- 1 b. If the military certifies that special training is needed to maintain
2 status and is not available during summer vacations.
- 3
- 4 3. Military leave with pay will be granted in accordance with applicable
5 state and federal laws without loss of time, pay or efficiency rating.
- 6
- 7 4. Leave request and copy of the military orders shall be received by the
8 Board sixty (60) days in advance of the beginning date of the leave,
9 whenever possible. In cases of emergency deployment the sixty (60)
10 day advance notice will be waived.

11

12 **Section D - Unpaid Leaves**

- 13 1. Maternity Leave
- 14 a. Any teacher shall be granted maternity leave without pay as
15 provided below.
- 16
- 17 b. An application for leave accompanied by a written statement from a
18 licensed medical physician verifying the pregnancy and setting forth
19 the estimated date of confinement shall be submitted to the
20 principal no later than five (5) calendar weeks prior to estimated
21 date of confinement if the teacher plans to take maternity leave.
- 22
- 23 c. Such leave, if taken, shall commence on a date prior to the final
24 estimated date of delivery of the child, such to be determined by
25 the teacher.
- 26
- 27 d. The length of such leave shall be no longer than the balance of the
28 school year in which the leave began.
- 29
- 30 e. Upon return from maternity leave the teacher shall furnish a
31 certification by her doctor that she is medically able to perform her
32 duties. This statement and all others to be furnished by the
33 teacher's doctor shall be provided at the sole expense of the
34 teacher.
- 35
- 36 f. A teacher who has been granted maternity leave may apply for an
37 extension of such leave for child rearing. Upon approval such
38 extension shall begin immediately following the expiration of
39 maternity leave and be for a period of time not to exceed one (1)
40 school year.
- 41
- 42 2. Extended Personal Leave
- 43 a. A teacher who has fathered a child may apply for a child rearing
44 leave for a period not to exceed the balance of the school year in

1 which the child is born, and upon proper reapplication, one (1)
2 succeeding school year. Such leave shall be considered as personal
3 leave without pay.
4

5 b. A teacher who has adopted a child may apply for adoption leave for
6 a period not to exceed the balance of the school year in which such
7 adoption shall occur, and upon proper reapplication, the next
8 succeeding year. Written application for such leave shall be
9 submitted to the principal within two (2) calendar weeks after
10 approval for adoption by the recognized agency or source.
11

12 c. A teacher who has given birth to a child who was not on maternity
13 leave for such birth may apply for a child rearing leave for a period
14 not to exceed the balance of the school year in which the child is
15 born and, upon proper reapplication, one (1) succeeding school
16 year. Such leave shall be considered personal leave without pay.
17

18 3. Advanced Study or Education Service Leave

19 a. A leave of absence without pay not to exceed one (1) year may be
20 granted at the discretion of the Board to a continuing contract or
21 professional services contract teacher upon proper written
22 application for the purpose of participating in the following:
23

- 24 1) Exchange teaching program.
- 25 2) Military teaching program.
- 26 3) Full-time participation in the Peace Corps, Teacher Corps, or
27 Job Corps.
28

29 As a condition of such leave, the teacher shall include in the written
30 application an intention to return to the district for a minimum of
31 two (2) years. Upon return from such leave, the teacher shall be
32 credited with the equivalent teaching experience outside the
33 district.
34

35 b. Leave without pay may be granted at the discretion of the Board to
36 teachers on continuing contract or professional services contact for
37 a maximum of one (1) year for the purpose of engaging in study
38 related to the teachers' professional responsibility at an accredited
39 institution of higher learning. Such leave shall commence only at
40 the start of the school year.
41

42 c. Such leave may be renewed for no less than one (1) school year
43 per renewal and shall not be so renewed more than twice. Such

1 renewal shall be limited to the year(s) immediately following the
2 first year in which such leave originally began.

3
4 Authorized leave shall not be considered a break in continuity for
5 continuous service increments for continuing contract or
6 professional services contract teachers. All leave granted by the
7 Board shall expire on June 30 of each contract year unless
8 otherwise specified.
9

10 4. Public Service

11 A leave of absence without pay not to exceed one (1) year shall be
12 granted to any teacher for the purpose of serving any city, county,
13 state, or national elected public office provided such leave shall be in
14 units of not less than one (1) year. Upon proper reapplication, such
15 leave shall be renewed each year for the number of renewals necessary
16 to allow the teacher to be granted such leave for the duration of the
17 term of the public office as described herein.
18

19 5. Personal or Exhausted Sick Leave

20 a. Personal leave without pay may be granted to teachers up to one
21 (1) school year at the Board's discretion.
22

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

34 **ARTICLE XV**
35 **REDUCTION IN FORCE**
36

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

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

6
7 No continuing contract or professional services contract teacher who is
8 subject to reduction pursuant to this Article shall be reduced while an
9 annual contract teacher is employed in a position for which the
10 continuing contract or professional services contract teacher is certified,
11 as provided by law.

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

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

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 continuing contract or
40 professional services contract teacher in such instructional assignment
41 terminated in the inverse order of lay-off, provided such teacher holds the
42 required certification and is deemed by the Board to be qualified to fulfill the
43 educational requirements of the district. Such offer, delivered in person or

1 by certified mail, shall be to the most current address of the teacher as
2 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, 2005, the Board agrees to contribute to the district flexible
17 benefits plan \$359.00 per month for teachers electing the Basic Plan option;
18 \$515.00 per month for teachers electing Health Maintenance Organization (HMO)
19 options; \$515.00 per month for teachers electing the Exclusive Provider
20 Organization (EPO) option or \$515.00 per month for teachers electing the
21 Preferred Provider Option (PPO). Effective January 1, 2005, a teacher who
22 exercises his/her option to opt out of the district flexible benefits plan shall
23 receive the annual amount of \$657.00 (\$54.75 per month).

24
25 The board-adopted health care insurance rates are to be found in the Employee
26 Benefits Handbook, which will be distributed to each employee annually.

27
28 The board-adopted health care insurance rates shown in the Appendix of this
29 Agreement are informational only.

30
31 In addition, the Board shall provide the following benefits:

32
33 The Union shall be invited to submit to the Board written recommendations as to
34 the content of bid specifications for the district hospitalization/medical options
35 and benefit plans as provided herein. The Union shall be provided a copy of
36 such final bid specifications prior to such being recommended to the School
37 Board for approval. School Board for approval. For calendar year 2005, the
38 Board will offer at least one Preferred Provider Organization (PPO)-type option
39 and one Health Maintenance Organization (HMO)-type option.

40
41 Effective January 1, 2001, the Board agrees to contribute \$7.69 per pay period
42 for 26 paydays or \$9.52 per pay period for 21 paydays (maximum of \$200 per
43 plan year) for each employee to use solely toward the purchase of benefits
44 offered within the District's Section 125 Cafeteria Plan. The Section 125 Plan year

1 is January 1 to December 31. Any amount not used toward the purchase of
2 Section 125 benefits will be forfeited.

3
4 **Section B - Vision Insurance**

5 A vision insurance plan which covers each individual teacher at no cost to the
6 teacher. Such plan shall include the option of dependent coverage which each
7 teacher may choose to take as a payroll deduction.

8
9 **Section C - Dental Insurance**

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

13
14 **Section D - Life Insurance**

15 The Board shall provide to each teacher, without cost to the teacher, group term
16 life insurance in an amount equal to the annual salary of the teacher as reflected
17 in the salary schedule of this Agreement. Such amount to be computed to the
18 nearest one thousand dollars (\$1,000). Each teacher may, at his/her own cost,
19 purchase a maximum amount equal to four (4) times his/her annual salary by
20 giving written authorization for payroll deductions thereof as prescribed by the
21 Board. The amount that such insurance coverage can be increased in any one
22 insurance plan year shall be limited to one (1) time the annual salary of the
23 teacher.

24
25 **Section E - Disability Insurance**

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

29
30 **Section F - Insurance Committee**

31 No less than three (3) members of the Superintendent's Employee Benefits
32 Committee shall be named by the Union President or designee. If the proportion
33 of teachers to nonteachers on such committee shall be altered, the Union
34 President or designee shall have the right to name additional teacher(s) so the
35 composition of such committee shall remain the same as the ratio which
36 prevailed during the 1981-82 school year.

37
38 **Section G - Tax Deferred Annuity Program**

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

1 **Section H - Retired Teachers**

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

5
6 **Section I - Benefits Eligibility**

7 1. Regular, full-time teachers will be eligible to enroll in employee
8 benefits effective following the completion of forty-five (45) calendar days
9 of employment as a regular full-time teacher.

10
11 2. Teachers working twenty-five or fewer hours each week, part-time,
12 substitute and short-term contract teachers shall not be eligible for
13 employee benefits including, but not limited to, health care, dental and
14 vision coverage.

15
16 3. Benefits eligibility for substitute, part-time and short-term contract
17 teachers as well as those who work twenty-five (25) or fewer hours each
18 week, and are subsequently hired to a regular, full-time position will be
19 effective following the completion of forty-five (45) calendar days of
20 employment as a regular full-time teacher.

21
22 4. Teachers currently under contract for the 2002-03 school year working
23 twenty-five (25) or fewer hours each week shall earn full benefits through
24 June 30, 2003.

25
26 **Section J- Extended Sick Leave Benefits**

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

35
36 **Section K - Retirement Incentive Committee**

37 In the event the superintendent should decide to offer a Retirement Incentive
38 Program to employees, there shall be formed a district committee for the
39 purpose of developing a report to the Superintendent regarding a District
40 Retirement Incentive Plan. The composition of such committee shall be: Three
41 (3) appointed by the Brevard Federation of Teachers, three (3) appointed by
42 Local Union 1010, three (3) administrators appointed by the superintendent,
43 three (3) other non-unit classified employees appointed by the superintendent.

1 The charge of the committee shall be developed and mutually agreed to by the
2 Superintendent and the Brevard Federation of Teachers.

3
4 **Section L - Personal Property**

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

- 9
10 1. The property is physically located within the physical plant at which the
11 teacher is normally assigned.
12
13 2. The teacher has received written approval from the school principal for the
14 teacher to place the property at his/her worksite.
15
16 3. The teacher has provided the principal with written documentation as to the
17 current market value of the property.
18
19 4. The teacher has taken reasonable precautionary measures to protect the
20 property against damage, theft, loss or other covered perils.
21
22 5. The maximum claim limit for each loss shall be \$300 per item.
23
24 6. The teacher shall pay the first \$50 per item as his/her deductible amount.
25
26 7. Procedures, forms and information necessary for the processing of claims
27 shall be developed by the District and the Union and provided to each
28 school.
29
30 8. The approval or rejection of a claim filed under this coverage shall not be
31 subject to the grievance procedure of this Agreement.
32

33 **Section M - Child Care**

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

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

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

1 **ARTICLE XVII – SALARY**

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

2005-2006 Instructional Salary Schedules

| Level | 10 Month | 12 Month |
|--------------|-----------------|-----------------|
| 0 | \$ 32,100.00 | \$ 42,745.00 |
| 1 | \$ 32,350.00 | \$ 43,078.00 |
| 2 | \$ 32,850.00 | \$ 43,744.00 |
| 3 | \$ 32,850.00 | \$ 43,744.00 |
| 4 | \$ 33,350.00 | \$ 44,410.00 |
| 5 | \$ 33,850.00 | \$ 45,076.00 |
| 6 | \$ 34,350.00 | \$ 45,742.00 |
| 7 | \$ 34,600.00 | \$ 46,075.00 |
| 8 | \$ 35,600.00 | \$ 47,406.00 |
| 9 | \$ 35,600.00 | \$ 47,406.00 |
| 10 | \$ 36,600.00 | \$ 48,738.00 |
| 11 | \$ 37,600.00 | \$ 50,069.00 |
| 12 | \$ 38,550.00 | \$ 51,334.00 |
| 13 | \$ 39,050.00 | \$ 52,000.00 |
| 14 | \$ 40,100.00 | \$ 53,398.00 |
| 15 | \$ 40,100.00 | \$ 53,398.00 |
| 16 | \$ 40,600.00 | \$ 54,064.00 |
| 17 | \$ 41,850.00 | \$ 55,729.00 |
| 18 | \$ 43,570.00 | \$ 58,019.00 |
| 19 | \$ 45,750.00 | \$ 60,922.00 |
| 20 | \$ 49,080.00 | \$ 65,357.00 |
| 21+ | \$ 52,125.00 | \$ 69,411.00 |

6
7 Teachers shall accrue annual leave which will accrue consistent with board
8 policies for all other 12-month employees.
9

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

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

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

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

Except as otherwise provided herein, a teacher who is assigned to work in an instructional capacity involving direct contract 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.

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

B. Two (2) years of credit for purposes of placement and vertical movement 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 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. Adjustments to higher salary levels shall be made upon submission by the teacher of appropriate academic credentials. These adjustments shall be included in the first paycheck practicable following submission of the appropriate credentials and shall be paid retroactive to the date earned within the current fiscal year.

- 1 E. The Board shall provide terminal pay to any teacher upon the teacher's
2 retirement or to his/her estate or beneficiary if service is terminated by
3 death. However, such terminal pay shall not exceed the amount shown as
4 follows:
- 5 1. During the first three (3) years of district service, the daily rate of
6 pay multiplied by thirty-five percent (35%) times the number of
7 days of accumulated sick leave.
8
 - 9 2. During the next three (3) years of district service, the daily rate of
10 pay multiplied by forty percent (40%) times the number of days of
11 accumulated sick leave.
12
 - 13 3. During the next three (3) years of district service, the daily rate of
14 pay multiplied by forty-five percent (45%) times the number of
15 days of accumulated sick leave.
16
 - 17 4. During the next three (3) years of district service, the daily rate of
18 pay multiplied by fifty percent (50%) times the number of days of
19 accumulated sick leave.
20
 - 21 5. During and after the thirteenth (13th) year of district service, the
22 daily rate of pay multiplied by one hundred percent (100%) times
23 the number of days of accumulated sick leave.
24
 - 25 6. The four (4) days of sick leave credited to each teacher shall be
26 treated as four (4) days of entitlement upon the teacher's
27 retirement or to his/her estate or beneficiary if service is terminated
28 by death.
29
 - 30 7. Payment for terminal pay as described above will be paid sixty (60)
31 days after the date of normal retirement.
32
- 33 F. To calculate a teacher's daily rate of pay, the base salary shall be divided
34 by one hundred ninety-six (196). To calculate an eleven (11) or twelve
35 (12) month teaching contract salary, the ten (10) month base salary shall
36 be divided by one hundred ninety-six (196) days and multiplied by the
37 actual number of contract days.
38
- 39 G. Effective January 1, 1999, salaries for teachers shall be paid by direct
40 deposit. Effective July 1, 1999, salaries for teachers shall be paid by direct
41 deposit on a bi-weekly schedule over the term of their school year, or
42 twelve months at the teacher's discretion. For teachers on a traditional
43 calendar, the choice will be twenty-one (21) or twenty-six (26) paydays in
44 equal payments. Teachers hired after the first day of the normal contract

1 year (late hires) shall be paid the number of paychecks remaining in the
2 26-pay cycle for the balance of that contract year. For subsequent years
3 of continuous employment such late hire teachers shall have the option of
4 twenty-one (21) or twenty-six (26)-paydays in equal payments as
5 described above.
6

7 Exact pay dates will be mutually agreed to by the Union and the Board
8 prior to implementation and will be included on the school calendar as
9 adopted by the Board.
10

11 H. A teacher whose employment is terminated for any reason shall receive
12 his/her terminal pay, if any, and all salary earned prior to the date of said
13 termination less any deductions sixty (60) days after the termination date,
14 provided all obligations to the Board have been completed.
15

16 I. Upon written authorization of the teacher, the Board shall forward for
17 deposit into the teacher's bank account, all or a specified amount of the
18 teacher's net salary.
19

20 J. Teachers employed by the Board shall receive appropriate substitute pay
21 until such time as the Board officially ratifies their employment. Upon
22 official School Board ratification, the teacher shall receive the balance of
23 monies which insures full salary as a teacher retroactive to the date of the
24 appointment by the School Board in his/her next scheduled paycheck.
25

26 K. Any teacher required by the Board to provide his/her personal
27 transportation shall be reimbursed by the Board at no less than the rate
28 allowed by law. Such requirement shall not include routine travel to and
29 from the teacher's home and the school to which assigned.
30

31 L. Effective the beginning of the 1987-88 school year, the Board shall
32 provide a teacher with the option of an annual payment for sick leave
33 days accumulated during the school year provided such payment is
34 subject to the teacher's exemplary attendance for the school year as
35 reflected in the district payroll records. A teacher who is absent for more
36 than four (4) workdays during the school year shall not be eligible for
37 annual payment as provided herein. Provided that absences on approved
38 professional leave and/or line-of-duty leave, two (2) days of personal
39 leave charged to sick leave used for the purpose of religious observance,
40 personal leave used for NBPTS, paid military leave, and jury-duty leave
41 shall not adversely affect such record of exemplary attendance. Any other
42 absences from duty, including illness or injury in-line-of-duty shall act as a
43 bar to the benefit provided in this paragraph. Payment for such exemplary
44 attendance shall be calculated at eighty percent (80%) of the affected

1 teacher's daily rate times ten (10) days. Days for which such payment is
2 received shall be deducted from the accumulated sick leave balance.
3 Payment as provided herein shall be made as soon as payroll procedures
4 may reasonably permit, but no later than July 1, of the year in which the
5 application is made.

6
7 M. Compensation for adult education teaching and/or summer school
8 teaching shall be as determined by the Board except as provided in Article
9 XXVI, paragraph A.

10
11 N. Effective July 1, with the 2002-03 school year the following language shall
12 be implemented. The salary of a teacher as reflected in Section A of this
13 Article shall remain the same dollar amount under the following
14 conditions:

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

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

31
32 O. Effective July 1 with the 2004-2005 school year the following language
33 shall be implemented. The salary of a teacher as reflected in Section A of
34 this Article shall remain the same dollar amount under the following
35 conditions:

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

1 P. Pay for Performance Plan

2
3 Employee Name: _____ Employee Position: _____

4 School: _____ School Number: _____

5
6 I. PROGRAM PARTICIPATION/ELIGIBILITY REQUIREMENTS

7
8 A teacher who meets the program requirements below shall be considered a
9 candidate for a Pay for Performance supplement for the 2005-2006 school year.

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

21
22 II. COMPONENTS OF THE PAY FOR PERFORMANCE PLAN

23
24 STUDENT ACHIEVEMENT DATA

25
26 Demonstrates growth in student achievement data and uses data to design and
27 improve classroom instruction and results.

28
29 TPBA – Teacher Performance-Based Accountability Committee

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

35
36 ANNUAL ASSESSMENT OF LEARNING GAINS (Teachers may apply individually or
37 as a group)

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

1 alternative assessment must demonstrate annual learning gains on the approved
2 instrument.

3
4 **Option II:** Annual Learning Gains as demonstrated on a standardized criterion
5 referenced assessment in a specific subject area. Teachers in any grade who do
6 not provide direct instruction in reading or math (Grades 4 through 10) may
7 select this achievement standard. The assessment instrument must be published
8 or district developed for use in a test-retest model. A minimum of 90% of the
9 students must demonstrate annual learning gains equal to one year's growth on
10 the instrument. A minimum of 70% of the students who took the alternative
11 assessment must demonstrate annual learning gains on the approved
12 instrument.

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

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

30
31 **Option V:** School-wide performance demonstrating gains on one of the FCAT
32 measures. Teachers who do not provide direct instruction in reading or math
33 (Grades 4 through 10) may select this standard. Teachers may select from the
34 following:

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

42 70 points = Eligible Candidate Total Points

1 III. CALCULATION AND DISTRIBUTION OF PAY FOR
2 PERFORMANCE SUPPLEMENT

- 3
- 4 1. All teacher who successfully complete the option chosen shall be awarded the
5 supplement by lottery until all funds are expended.
- 6
- 7 2. The five percent (5%) supplement for each teacher shall be calculated from
8 the base contract salary.
- 9
- 10 3. Payment will be made no later than the last pay period in October of the
11 subsequent school year.

12

13 **ARTICLE XVIII -**
14 **EXTRACURRICULAR ACTIVITIES AND SUPPLEMENTAL COMPENSATION**

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

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

4
 5 G. In the event an elementary teacher plans to engage in an activity which
 6 he/she views as qualifying for a special Elementary Program supplement,
 7 the teacher may submit a written request for such supplement to his/her
 8 principal. Such request shall contain the anticipated number of hours
 9 beyond the normal teacher forty (40) hour workweek. Upon review of the
 10 material, the principal shall submit the request in a timely fashion along
 11 with his/her recommendation for final determination, including his/her
 12 reasons for such recommendation.

13
 14 H. Schedule of Supplements

| <u>ACADEMICS</u> | <u>2004-05</u> | <u>Experiential Lane (6+ years)</u> |
|--|----------------|---|
| Abeyance Teachers | \$1,000.00 | \$ N/A |
| Assistant Band (High School) | \$1,410.00 | \$1,562.00 |
| Assistant Band (Middle School) (7 th and 8 th grade) | \$ 734.00 | \$ 808.00 |
| Auditorium Manager | \$ 500.00 | \$ N/A |
| Band (Senior High) | \$3,182.00 | \$3,501.00 |
| Band (Middle School) (7 th and 8 th grade) | \$1,420.00 | \$1,562.00 |
| Beta Club | \$ 416.00 | \$ 458.00 |
| Choral (Middle School) (7 th and 8 th grade) | \$1,212.00 | \$1,333.00 |
| Choral (Senior High) | \$2,108.00 | \$2,318.00 |
| Class Sponsor (Senior) | \$ 612.00 | \$ 673.00 |
| Class Sponsor (Junior) | \$ 612.00 | \$ 673.00 |
| Combination Team Leader and Department Head (Middle School) | \$ 930.00 | \$1,023.00 |
| Coordinating Unit | \$2,693.00 | \$ N/A |
| Dance Corps | \$ 734.00 | \$ 808.00 |
| Department Head (Senior High) | \$ 808.00 | \$ 888.00 |
| Department Head (Middle School) | \$ 808.00 | \$ 888.00 |
| District Memory Match League (Senior High) | \$ 612.00 | \$ 673.00 |
| Drama (Senior High) | \$1,420.00 | \$1,562.00 |
| Drama (Middle School) | \$ 930.00 | \$1,023.00 |
| Elementary Music | \$ 808.00 | \$ 889.00 |
| ESE Staffing Specialist* (not subject to indexing) | \$5,000.00 | \$ N/A |
| Forensics (Senior High) | \$1,224.00 | \$1,346.00 |
| Forensics (Middle School) | \$ 930.00 | \$1,023.00 |
| Future Educators Club of America | \$ 416.00 | \$ 458.00 |
| Future Problem Solving (two per school) | \$ 480.00 | \$ 528.00 |

| | | <u>Experiential</u> |
|----|---|-----------------------|
| | | <u>Lane</u> |
| | <u>2004-05</u> | <u>(6+years)</u> |
| 3 | <u>ACADEMICS</u> | |
| 4 | Honor Society (Senior High) | \$ 416.00 \$ 458.00 |
| 5 | Honor Society (Middle School) | \$ 416.00 \$ 458.00 |
| 6 | Literary Magazine (Senior High) | \$ 367.00 \$ 404.00 |
| 7 | Memory Match | \$ 930.00 \$1,023.00 |
| 8 | Newspaper (Senior High) | \$1,151.00 \$1,266.00 |
| 9 | Newspaper (Middle School) | \$ 930.00 \$1,023.00 |
| 10 | Odyssey of the Mind (three per school) | \$ 318.00 \$ 350.00 |
| 11 | Optional Class (not subject to indexing) | \$3,190.00 \$ N/A |
| 12 | Orchestra (Senior High) | \$2,108.00 \$2,318.00 |
| 13 | Orchestra (Middle School) | \$1,212.00 \$1,333.00 |
| 14 | Pre-K Diagnostician (not subject to indexing) | \$5,000.00 \$ N/A |
| 15 | Regional Science Fair Coordinator | \$1,420.00 \$1,562.00 |
| 16 | Resource Teacher – Full (N/A to Adult Ed) | \$5,000.00 \$ N/A |
| 17 | (Not subject to indexing) | |
| 18 | Resource Teacher – Half (N/A to Adult Ed) | \$2,500.00 \$ N/A |
| 19 | (Not subject to indexing) | |
| 20 | ROTC (Masters) (not subject to indexing) | \$2,485.00 \$ N/A |
| 21 | ROTC Drill Team, Color Guard, Rifle Team, | |
| 22 | Drum and Bugle Corps (one supplement per | |
| 23 | Activity listed above per school) | \$ 612.00 \$ 673.00 |
| 24 | School Safety Patrol | \$ 734.00 \$ 808.00 |
| 25 | Science Research Specialist Teacher | \$2,008.00 \$2,208.00 |
| 26 | SECME | \$ 416.00 \$ 458.00 |
| 27 | Special Programs (Elementary School approved | |
| 28 | Programs only – five per school) | \$ 416.00 \$ 458.00 |
| 29 | Student Government (Senior High) | \$ 857.00 \$ 942.00 |
| 30 | Student Government (Middle School) | \$ 734.00 \$ 808.00 |
| 31 | Team Leader (Middle School) | \$ 808.00 \$ 888.00 |
| 32 | Unique Program Area (funded by internal accounts) | \$ 734.00 \$ 808.00 |
| 33 | ** Vocational Program (approved programs) | \$ 367.00 \$ 404.00 |
| 34 | Yearbook (Senior High) | \$1,151.00 \$1,266.00 |
| 35 | Yearbook (Middle School) | \$ 930.00 \$1,023.00 |

36
37 Extra Duty – Transportation \$8.00 per ride

38
39 *To be paid to persons on the Instructional Salary Schedule Only.

40
41 **In Vocational Clubs with more than one sponsor in the same club, each
42 sponsor will receive an amount equal to one-half of the designated supplement
43 rounded up to the next \$5.00.

44

| | | | |
|----|---|--------------------------|---------------------|
| 1 | Foreign Language – district or higher level competition | | |
| 2 | | \$130.00 per competition | |
| 3 | | | |
| 4 | Extra assignments beyond the normal teacher work week within the school year | | |
| 5 | (except for inservice preparation or teaching pertaining to workshops, task force | | |
| 6 | development or curriculum and/or instructional materials, and other such | | |
| 7 | assignments which have districtwide or areawide application | | |
| 8 | | (hourly rate) \$ | 17.00 |
| 9 | | | |
| 10 | Inservice preparation and teaching (maximum of five hours | | |
| 11 | Per day) | (hourly rate) \$ | 22.50 |
| 12 | | | |
| 13 | Homebound Instruction (including travel) | (hourly rate) \$ | 22.50 |
| 14 | | | |
| 15 | | | |
| 16 | | | <u>Experiential</u> |
| 17 | | | <u>Lane</u> |
| 18 | <u>ATHLETICS</u> | <u>2004-05</u> | <u>(6+years)</u> |
| 19 | Athletic Business Manager (Senior High/9 th Grade) | \$2,177.00 | \$2,721.00 |
| 20 | Athletic Director – Assistant (Senior High with | | |
| 21 | enrollment exceeding 1200 students offering | | |
| 22 | full athletic program – supplement paid at | | |
| 23 | the end of the year) | \$1,021.00 | \$1,276.00 |
| 24 | Athletic Director (9 th grade through 12 th grade) | \$4,762.00 | \$5,953.00 |
| 25 | Athletic Director (Middle School) | \$1,021.00 | \$1,276.00 |
| 26 | Athletic Director (7 th and 8 th Grade) | \$1,021.00 | \$1,276.00 |
| 27 | Athletic Trainer – All Sports (1 st semester) full time | \$5,000.00 | \$ N/A |
| 28 | Athletic Trainer – All Sports (2 nd semester) full time | \$5,000.00 | \$ N/A |
| 29 | Athletic Trainer – All Sports (1 st semester) part time | \$2,500.00 | \$ N/A |
| 30 | Athletic Trainer – All Sports (2 nd semester) part time | \$2,500.00 | \$ N/A |
| 31 | Baseball – Head | \$2,653.00 | \$3,316.00 |
| 32 | Baseball – Assistant | \$1,429.00 | \$1,786.00 |
| 33 | Baseball – Head JV | \$1,429.00 | \$1,786.00 |
| 34 | Basketball – Head | \$2,653.00 | \$3,316.00 |
| 35 | Basketball – Asst. Varsity | \$1,429.00 | \$1,786.00 |
| 36 | Basketball (Middle School) | \$1,361.00 | \$1,701.00 |
| 37 | Basketball (9 th Grade) | \$1,361.00 | \$1,701.00 |
| 38 | Cheerleader Sponsor – JV – Fall | \$1,088.00 | \$1,361.00 |
| 39 | Cheerleader Sponsor – JV – Winter | \$1,088.00 | \$1,361.00 |
| 40 | Cheerleader Sponsor – 9 th Grade – Fall | \$1,021.00 | \$1,276.00 |
| 41 | Cheerleader Sponsor – 9 th Grade – Winter | \$1,021.00 | \$1,276.00 |
| 42 | | | |
| 43 | | | |
| 44 | | | |

| | <u>2004-05</u> | <u>Experiential Lane (6+years)</u> |
|----|--|--|
| 1 | | |
| 2 | | |
| 3 | <u>ATHLETICS</u> | |
| 4 | Cheerleader Sponsor (Middle School) (7 th and 8 th | |
| 5 | Grade) - Winter | \$1,021.00 \$1,276.00 |
| 6 | Cheerleader Sponsor – Fall | \$1,190.00 \$1,488.00 |
| 7 | Cheerleader Sponsor – Winter | \$1,190.00 \$1,488.00 |
| 8 | Crew | \$1,021.00 \$1,276.00 |
| 9 | Cross Country | \$1,429.00 \$1,786.00 |
| 10 | Football – Head | \$3,402.00 \$4,252.00 |
| 11 | Football – Head 9 th Grade | \$1,701.00 \$2,127.00 |
| 12 | Football – Head JV | \$2,177.00 \$2,721.00 |
| 13 | Football – Assistant JV | \$2,007.00 \$2,509.00 |
| 14 | Football – Assistant | |
| 15 | (three positions at each school) | \$2,177.00 \$2,721.00 |
| 16 | Football - 9 th grade Assistant (second position | |
| 17 | available with more than 35 participants) | \$1,190.00 \$1,488.00 |
| 18 | Golf | \$1,429.00 \$1,786.00 |
| 19 | Intramural Director (9 th to 12 th Grades) | \$1,021.00 \$1,276.00 |
| 20 | Intramural Director (Middle School) (7 th and 8 th | \$1,021.00 \$1,276.00 |
| 21 | Grades) | |
| 22 | *Intramurals – Grades 9 through 12 | |
| 23 | **Intramurals – Grades 7 and 8 and Middle School | |
| 24 | Pool Manager | \$1,429.00 \$1,786.00 |
| 25 | Soccer – Head | \$2,653.00 \$3,316.00 |
| 26 | Soccer – Assistant | \$1,429.00 \$1,786.00 |
| 27 | Soccer – JV | \$1,429.00 \$1,786.00 |
| 28 | Softball – Head | \$2,653.00 \$3,316.00 |
| 29 | Softball – Head JV | \$1,401.00 \$1,751.00 |
| 30 | Softball – Assistant | \$1,429.00 \$1,786.00 |
| 31 | Special Olympics | \$1,429.00 \$1,786.00 |
| 32 | Swimming - Head | \$2,653.00 \$3,316.00 |
| 33 | Swimming - Assistant (two positions at each school) | \$1,429.00 \$1,786.00 |
| 34 | Tennis | \$1,429.00 \$1,786.00 |
| 35 | Track – Head | \$2,653.00 \$3,316.00 |
| 36 | Track – Assistant | \$1,429.00 \$1,786.00 |
| 37 | Track (Middle School) (7 th and 8 th Grade) | \$1,021.00 \$1,276.00 |
| 38 | Volleyball – Head | \$2,653.00 \$3,316.00 |
| 39 | Volleyball – JV | \$1,429.00 \$1,786.00 |
| 40 | Volleyball (9 th Grade) | \$1,361.00 \$1,701.00 |
| 41 | Wrestling – Head | \$2,653.00 \$3,316.00 |
| 42 | Wrestling – JV | \$1,429.00 \$1,786.00 |
| 43 | | |

1 A school may submit a plan for programs provided they present student activities
2 approved by the Superintendent, with supplements 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 Supplements.

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 | | |
| 28 | Head Football | \$ 130.00 |
| 29 | Assistant Football | \$ 89.00 |
| 30 | Head Basketball | \$ 130.00 |
| 31 | Head Baseball | \$ 130.00 |
| 32 | Volleyball | \$ 130.00 |
| 33 | Softball | \$ 130.00 |
| 34 | Band Director | \$ 104.00 |
| 35 | Assistant Band Director | \$ 52.00 |

36
37 All others, including track, cross country, golf, wrestling, swimming, tennis,
38 soccer, cheerleading sponsors, and academic club and team coaches:

39
40 \$ 78.00 per game/event

1 **ARTICLE XIX - NONDISCRIMINATION**

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

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

12 **ARTICLE XX - AVAILABILITY OF AGREEMENT**

13
14
15 Copies of this agreement shall be printed at the shared expense of the Board and
16 the Union within thirty (30) days after the Agreement is signed in a form and by
17 a process to be mutually agreed upon, in sufficient quantity that one (1) copy
18 may be presented to each administrator, one (1) copy to the BFT Building
19 Representative, Board member, and one (1) copy retained in the school's
20 professional library. The agreement shall be made available to all teachers at
21 the Board's web site www.brevard.k12.fl.us. or the Union's web site at
22 <http://bftteach.org> If the Agreement shall be printed by other than Board
23 facilities, the Union may designate such printer and the Union shall pay all of the
24 added cost above that which would be incurred if the Agreement were to be
25 printed by Board facilities.

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

27
28
29 If any provision of this Agreement is or shall at any time be determined contrary
30 to law by a court of competent jurisdiction, then such provision shall not be
31 applicable or performed, or enforced except to the extent permitted by law;
32 however, all other provisions of this Agreement shall continue in effect.

33 **ARTICLE XXII - MISCELLANEOUS**

- 34
35
36 A. The parties agree to negotiate in good faith.
37
38 B. Time and place for the purpose of negotiating shall be set by mutual
39 agreement of the parties.
40
41 C. Neither party in any negotiations shall have any control over the selection
42 of the bargaining representatives of the other party provided that the
43 Union shall not select any employee of the Board who is not a teacher and
44 the Board shall not select any teacher. The parties mutually pledge that

1 their representatives will be clothed with all the necessary power to make
2 proposals, counter proposals, and to reach tentative agreement on items
3 being negotiated.
4

5 D. If any contract between the Board and an individual teacher contains any
6 language inconsistent with this Agreement, this Agreement shall be
7 controlling. Further, individual teacher contracts shall conform to this
8 Agreement to the extent permitted by law and regulation.
9

10 E. All personnel policies hereinafter adopted by the Board shall be made
11 known to teachers within thirty (30) days of their adoption.
12

13 F. All teachers who participate in the production of tapes, publications, or
14 other produced educational material shall retain residual rights should
15 they be copyrighted and sold by the district for a profit, provided nothing
16 herein shall preclude any agreement between the Board and the
17 teacher(s) regarding such rights.
18

19 G. This Agreement constitutes the full and complete agreement between the
20 Board and the Union. This Agreement may be altered or modified only
21 upon the voluntary mutual consent of the parties in writing and fully
22 executed as an amendment to this Agreement. For the life of this
23 Agreement, each party voluntarily waives the right to negotiate over any
24 matter during the term of this Agreement except as otherwise specifically
25 required by the preceding section of this Article.
26

27 H. The Union acknowledges those provisions of the Florida Statutes
28 prohibiting work stoppages and providing penalties therefore, and agrees
29 to adhere thereto.
30

31 **ARTICLE XXIII – MATTERS PREVIOUSLY NOT COVERED**

32

33 A. Any previously adopted rule or regulation of the Board which is in conflict
34 with a provision of this Agreement shall be superseded by the applicable
35 provisions of this Agreement.
36

37 B. The Board agrees that if, during the period of this Agreement, it shall
38 consider the adoption or amendment of any Board policy which shall
39 substantially affect the working conditions of teachers, the Union shall
40 have the right to submit its views in writing on such proposed policy
41 change prior to the Board meeting at which the policy is to be considered,
42 or orally at said meeting.
43

1 Notification of intention to consider such policies and the Union response
2 thereto shall be completed within the requirements of the Administrative
3 Procedure Act. Notwithstanding the foregoing, the Board may take
4 emergency action as permitted by the Administrative Procedure Act, and
5 provided further, that this section shall not be construed to limit or affect
6 the provisions of Article XXII, Section H. of this Agreement.
7

- 8 C. Whenever any notice is required to be given either party to this
9 Agreement by the other party, either shall do so by certified mail, return
10 receipt requested, at the following addresses:
11

12
13 If to the Union: 1007 South Florida Avenue
14 Rockledge, FL 32955
15 321/636-3323
16

17 If to the Board: 2700 Judge Fran Jamieson Way
18 Viera, FL 32940-6699
19 321/633-1000, extension 265
20

21 **ARTICLE XXIV - RIGHTS OF THE BOARD**

22
23 It is understood and agreed that all functions, rights, power, or authority of the
24 administration of the school district and of the School Board which are not
25 specifically limited by the express language of this Agreement are retained by the
26 administration and the Board, provided however that no such right shall be
27 exercised so as to violate any of the specific provisions of this Agreement.
28

29 **ARTICLE XXV - DURATION OF AGREEMENT**

- 30
31 A. Except as otherwise provided in specific Articles, this Agreement shall be
32 effective immediately upon ratification by the parties.
33
34 B. This Agreement shall be effective until midnight the day immediately
35 preceding the first day of the beginning of the 2005-2006 teacher work
36 year.
37
38 C. Negotiations for a subsequent Agreement shall commence no later than
39 May 15, 2006 except as otherwise mutually agreed to by the parties, to
40 include only the following: Pay for Performance, Article XVI, Welfare,
41 Article XVIII, Extracurricular Activities and Supplemental Compensation,
42 and one (1) other Article to be mutually agreed by the parties.
43
44

**ARTICLE XXVI
SUMMER EMPLOYMENT**

- 1
2
3
4 A. A teacher selected to teach in the District's academic summer school
5 program shall receive the rate of pay as reflected on the previous school
6 year's salary schedule. Each full time teacher who is selected to teach
7 summer school shall be credited with one (1) day of sick leave for each
8 month of employment to be credited at the beginning of each month,
9 provided that such leave shall not be used prior to the time it is earned
10 and credited. A teacher who has accrued sick leave available to him/her
11 shall be allowed to use such sick leave in order to be absent from his/her
12 summer school teaching duties. The reasons for use of sick leave are the
13 same as for such use during the teacher's normal work year. All summer
14 school teaching positions shall be advertised and preferential
15 consideration shall be given to continuing contract and professional
16 services contract teachers who are certified in fields required for summer
17 school programs. In the principal's determination as to which teachers
18 shall be assigned to summer school, the principal shall ensure that a fair
19 and equitable rotation of teacher applicants is established.
20
21 B. A teacher who is assigned to teach in the adult education program shall
22 not be entitled to any rights conferred by this Agreement. A teacher who
23 is assigned to teach in the summer school program shall not be entitled to
24 any rights conferred by this Agreement except as provided herein.
25
26
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31

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1 **APPENDIX**

2
3 **Employee Hospitalization/Medical Plan**

4
5 In addition to the employee benefits otherwise contained in the Collective
6 Bargaining Agreement between the parties, the following employee benefits and
7 other pertinent information shall become effective upon ratification by the
8 employees and the School Board. Upon ratification these benefit plan rates are
9 effective for the period of January 1, 2005 through December 31, 2005.

10
11 **Basic Plan** (This plan will be available effective January 1, 2005)

12 The following rates are based upon a monthly calculation:

| 13 Type | 14 Premium 15 Amount | 16 Board 17 Contribution | 18 Employee 19 Contribution |
|----------------------|-------------------------|-----------------------------|--------------------------------|
| 20 Employee | \$227.00 | \$359.00 | \$ 0.00 |
| 21 Employee/Spouse | \$487.78 | \$359.00 | \$128.78 |
| 22 Employee/Children | \$451.31 | \$359.00 | \$ 92.35 |
| 23 Employee/Family | \$702.03 | \$359.00 | \$343.07 |
| 24 Joint* | \$702.03 | \$718.00 | \$ 54.46 |

25 *Joint costs for employee are per couple. Each employee will pay one-half of the
26 amount shown.

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

- 39 Pharmacy: Deductible \$50.00
- 40 Generic 30% of the cost of the prescription or a minimum cost of \$15.00
- 41 Preferred 30% of the cost of the prescription or a minimum cost of \$25.00
- 42 Non-Preferred 30% of the cost of the prescription or a minimum cost of \$50.00

43 Mandatory usage of mail service for maintenance drugs.

1 **Aetna or Health First Health Maintenance Organization (HMO)**

2 The following rates are based upon a monthly calculation:

3

| 4 Type | Premium | Board | Employee |
|---------------------|------------|--------------|--------------|
| 5 | Amount | Contribution | Contribution |
| 7 Employee | \$ 536.67 | \$ 515.00 | \$ 21.67 |
| 8 Employee /Spouse | \$ 873.87 | \$ 515.00 | \$358.87 |
| 9 Employee/Children | \$ 708.27 | \$ 515.00 | \$193.27 |
| 10 Employee/Family | \$ 991.47 | \$ 515.00 | \$476.47 |
| 11 Joint* | \$1,195.00 | \$1,030.00 | \$ 75.66 |

12 *Joint costs for employee are per couple. Each employee will pay one-half of the
13 amount shown.

14
15 Co payments: Primary Care Physician (PCP) office visit \$15.00
16 Specialist office visit \$25.00
17 In-patient care \$300.00
18 Out-patient surgical care \$50.00
19 Major Out-patient procedures (Cardiac Catherization, MRI,
20 CT Scan, PET Scan and Lithotripsy) \$50.00
21 40% co-insurance for non-emergency in-patient admisions
22 to an out-of-network hospital.

23
24 One annual cancer screening to include Mammogram, PAP smear, colorectal,
25 prostate, blood test for ovarian cancer as applicable. Discontinuation of
26 coverage for artificial insemination. Teachers must elect a primary care
27 physician to provide primary care and to direct covered persons to other
28 specialists.

29
30 **Cigna Exclusive Provider Organization (EPO)**

31 The following rates are based upon a monthly calculation:

32

| 33 Type | Premium | Board | Employee |
|----------------------|------------|--------------|--------------|
| 34 | Amount | Contribution | Contribution |
| 35 Employee | \$ 733.47 | \$ 515.00 | \$ 43.27 |
| 36 Employee/Spouse | \$1,254.27 | \$ 515.00 | \$403.27 |
| 37 Employee/Children | \$ 986.67 | \$ 515.00 | \$217.27 |
| 38 Employee/Family | \$1,461.87 | \$ 515.00 | \$548.47 |
| 39 Joint* | \$1,562.88 | \$1,030.00 | \$147.68 |

40 *Joint costs for employee are per couple. Each employee will pay one-half of the
41 amount shown.

42
43 Co payments: Primary Care Physician (PCP) office visit \$15.00
44 Specialist office visit \$25.00

1 In-patient care \$300.00
 2 Out-patient surgical care \$50.00
 3 Major Out-patient procedures (Cardiac Catherization, MRI,
 4 CT Scan, PET Scan and Lithotripsy) \$50.00
 5 40% co-insurance for non-emergency in-patient admissions
 6 to an out-of-network hospital.
 7

8 One annual cancer screening to include Mammogram, PAP smear, colorectal,
 9 prostate, blood test for ovarian cancer as applicable. Discontinuation of
 10 coverage for artificial insemination. Teachers must elect a primary care
 11 physician to provide primary care and to direct covered persons to other
 12 specialists.
 13

14 **Cigna Preferred Provider Organization (PPO)**

15 The following rates are based upon a monthly calculation:
 16

| 17 Type | Premium | Board | Employee |
|----------------------|------------|--------------|--------------|
| 18 | Amount | Contribution | Contribution |
| 19 Employee | \$ 733.47 | \$ 515.00 | \$218.47 |
| 20 Employee/Spouse | \$1,254.27 | \$ 515.00 | \$739.27 |
| 21 Employee/Children | \$ 986.67 | \$ 515.00 | \$471.67 |
| 22 Employee/Family | \$1,461.87 | \$ 515.00 | \$946.87 |
| 23 Joint* | \$1,562.88 | \$1,030.00 | \$532.88 |

24 *Joint costs for employee are per couple. Each employee will pay one-half of the
 25 amount shown.
 26

27 Deductible and stop loss levels will be as follows for the twelve (12) month
 28 period from January 1, 2005 through December 31, 2005:
 29

| 30 Plan Benefit/Teacher Responsibility | Type | Stop Loss |
|--|------------|--------------------------|
| 31 85/15 (In-Network) | Individual | \$2,000 (In-network) |
| | Family | \$4,000 (In-Network) |
| 32 70/30 (Out-of-Network) | Individual | \$4,000 (Out-of-Network) |
| | Family | \$8,000 (Out-of-Network) |

| 37 Deductible | Type | Amount |
|---------------|----------------|--------|
| 38 Individual | In-Network | \$300 |
| 39 Family | In-Network | \$600 |
| 40 Individual | Out-of-Network | \$400 |
| 41 Family | Out-of-Network | \$800 |

42
 43 During the plan year January 1, 2005 through December 31, 2005, only
 44 expenses incurred in the plan year will be allowed to count toward the deductible

1 for that plan year. PPO Plan Co-payment: General Practitioner office visit \$25.00
2 for each In-Network non-surgical office visit. Specialist office visit including
3 preventative care \$25.00. Out-patient surgery covered the same as if surgery
4 was performed as an in-patient. One annual cancer screening to include
5 Mammogram, PAP smear, colorectal, prostate, blood test for ovarian cancer as
6 applicable. Such annual diagnostic tests shall be covered at 100% in-network
7 and 70% out-of-network.

8 9 **Prescription Drug Plan**

10 The prescription drug plan is available for all medical plan types (HMO, EPO, and
11 PPO). Refer to the Summary Plan Description (SPD) for Basic Plan prescription
12 drug information.

13
14 Prescription drugs, limited to a thirty (30) day supply are paid at 100% at
15 participating pharmacies, after a \$10.00 co-payment for generic; \$20.00 co-
16 payment for preferred brand-name drugs and \$35.00 co-payment for non-
17 preferred brand name drugs. The above co-payments will be applied to each
18 prescription and each refill.

19
20 Mail order service for long-term maintenance prescription drugs is available,
21 limited to a 90-day supply, with a \$20.00 co-payment for generic drugs, \$40.00
22 co-payment for preferred brand-name drugs and \$70.00 co-payment for non-
23 preferred brand-name drugs.

24 25 **Mental Health Plan**

26 The Mental Health Plan services are provided by Bradman-Unipsych. This plan is
27 available through all four medical insurance plans, Aetna HMO, Health First HMO,
28 Brevard Partnership EPO and the Brevard Partnership PPO.

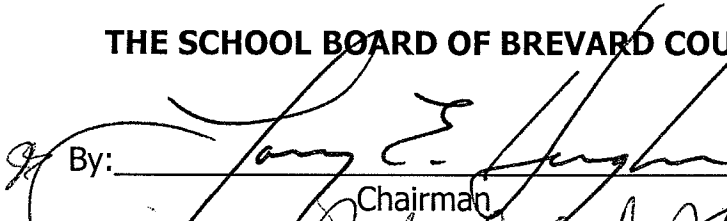
29 30 **Continuation of Benefits**

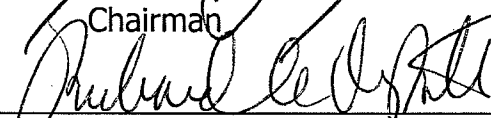
31 In the event a teacher's contract is not renewed at the end of the regular school
32 year such teacher may elect to continue medical, dental, and vision benefits
33 under the COBRA provisions and life insurance, should such teacher
34 subsequently be re employed at the beginning of the following school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

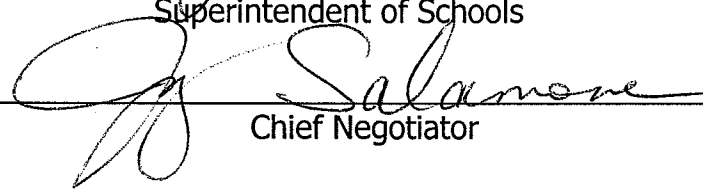
41
42 *Should there be a discrepancy between this Appendix and the Summary Plan*
43 *Description (SPD), the provisions of the SPD prevail.*

1 IN WITNESS WHEREOF, the parties hereto have caused their duly authorized
2 representatives to execute this negotiated Agreement on this 10th day of
3 August, 2005 to be effective as stated herein.
4
5

6 **THE SCHOOL BOARD OF BREVARD COUNTY**

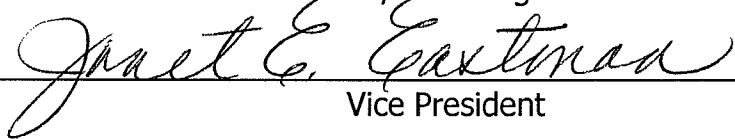
7
8
9 By: 
10 Chairman

11
12 Attest: 
13 Superintendent of Schools

14
15 Attest: 
16 Chief Negotiator
17
18
19

20 **THE BREVARD FEDERATION OF TEACHERS, Local 2098,**
21 **Florida Education Association, AFL-CIO, Inc., American Federation of**
22 **Teachers, National Education Association**
23

24
25 By: 
26 President/Chief Negotiator

27
28 Attest: 
29 Vice President
30
31
32
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42
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| | Index | |
|----|---|-------|
| 1 | | |
| 2 | academic freedom | 45 |
| 3 | academic supplements | 66-71 |
| 4 | access to school after hours | 37 |
| 5 | accruing sick leave | 46 |
| 6 | activities, attending | 38 |
| 7 | activities, supervision at | 66 |
| 8 | adjustment to workweek | 19 |
| 9 | adoption, extended personal leave and | 51 |
| 10 | adult education, compensation for | 63 |
| 11 | advanced study, leave and | 52 |
| 12 | agreement, defined | 1 |
| 13 | annual contract reappointments | 33 |
| 14 | Appendix (Health Insurance) | 76 |
| 15 | arbitration of grievance | 6 |
| 16 | assault and battery | 2 |
| 17 | assault - defined | 2 |
| 18 | assault on a teacher | 40 |
| 19 | assault, premised on affirmative act | 2 |
| 20 | assault, time lost resulting from | 40 |
| 21 | assault while performing duties | 40 |
| 22 | assignment out of area | 25 |
| 23 | assignments and transfers | 29 |
| 24 | assignments beyond workweek | 25 |
| 25 | athletic supplements | 69 |
| 26 | attending inservice | 26-27 |
| 27 | attending PTA/PTO meetings | 23 |
| 28 | Availability of Agreement - Article XX | 72 |
| 29 | bargaining procedures | 72-73 |
| 30 | battery - defined | 2 |
| 31 | base salary | 59 |
| 32 | benefits while on leave | 46 |
| 33 | bids for health insurance | 55 |
| 34 | board policies affecting agreement | 73 |
| 35 | board, defined | 2 |
| 36 | bulletin boards | 10 |
| 37 | calendar | 16-17 |
| 38 | campaign literature | 10 |
| 39 | carrying over comp time | 21 |
| 40 | checking for head lice | 42 |
| 41 | child rearing leave | 51 |
| 42 | class interruptions | 35 |
| 43 | classroom furnishings | 36 |
| 44 | classroom management training, ER&D and | 24 |

| | | |
|----|---|-------|
| 1 | classroom visitors | 37 |
| 2 | closing media center | 17-18 |
| 3 | COBRA | 79 |
| 4 | college courses, professional leave and | 49 |
| 5 | commendations in personnel files | 34 |
| 6 | comp time carryover | 22 |
| 7 | comp time for interrupted planning | 20 |
| 8 | comp time for parent conference | 19 |
| 9 | comp time guidelines | 20-22 |
| 10 | comp time in lieu of personal leave, verification for | 22 |
| 11 | comp time in lieu of sick leave | 22 |
| 12 | comp time on inservice day | 27 |
| 13 | comp time use | 20 |
| 14 | comp time, assignments beyond workweek and | 19 |
| 15 | comp time, parent conferences | 19 |
| 16 | comp time, request to use | 20-21 |
| 17 | comp time, transferring | 20 |
| 18 | complaints used in evaluations | 34 |
| 19 | complaints in personnel files | 34-35 |
| 20 | Conformity to Law and Savings Clause - Article XXI | 72 |
| 21 | continuation of benefits | 79 |
| 22 | continuing contract, reducing | 53-55 |
| 23 | copy machines | 36 |
| 24 | corporal punishment | 42 |
| 25 | court appearance, leave and | 50 |
| 26 | courtesy copy, bulletin board posting | 10 |
| 27 | courtesy copy, union literature | 10 |
| 28 | covering classes of absent teacher | 38-39 |
| 29 | credit for one year on salary schedule | 60 |
| 30 | credit toward salary, years of experience | 60 |
| 31 | critical shortage areas, hiring in | 24 |
| 32 | daily rate of pay | 61 |
| 33 | Definitions - Article II | 2-4 |
| 34 | degreed, non-certificated personnel | 24 |
| 35 | dental insurance | 56 |
| 36 | desk, search of teacher's | 41 |
| 37 | direct deposit, pay and | 61-62 |
| 38 | disability insurance | 56 |
| 39 | disability resulting from assault | 40-41 |
| 40 | disciplinary action against teacher following complaint | 41 |
| 41 | discipline, maintaining | 39-40 |
| 42 | discipline, school advisory council and | 39 |
| 43 | discussion of reprimands | 41 |
| 44 | dismissal of teacher | 15-16 |

| | | |
|----|---|----------|
| 1 | distribution of literature | 10 |
| 2 | district, defined | 2 |
| 3 | dividing classes | 38 |
| 4 | doctorate degree, salary and | 60 |
| 5 | duplicating equipment | 36 |
| 6 | Duration of Agreement - Article XXV | 74 |
| 7 | duty-free lunch | 17 |
| 8 | education service, leave and | 52 |
| 9 | egregious act | 63 |
| 10 | Emergency School Closing - Article XII | 44-45 |
| 11 | employee hospitalization/medical plan | 76 |
| 12 | ER&D programs | 24 |
| 13 | ESOL training | 28 |
| 14 | evaluation by teachers | 25 |
| 15 | evaluation conference | 34 |
| 16 | evaluation, discipline referrals and | 34 |
| 17 | evaluation, parent/student complaints and | 34 |
| 18 | evening functions, comp time and | 20 |
| 19 | exclusivity rights | 15 |
| 20 | extended personal leave | 51-52 |
| 21 | extended sick leave benefits | 53 |
| 22 | Extracurricular Activities and Supplemental Compensation – | |
| 23 | Article XVIII | 66 |
| 24 | faculty committee | 26 |
| 25 | faculty meetings | 35 |
| 26 | faculty meetings, union announcements | 14 |
| 27 | fair employment practices | 15-16 |
| 28 | Fair Practice - Article III | 4 |
| 29 | filling vacancies | 39 |
| 30 | financial planning information | 12 |
| 31 | fiscal year, defined | 3 |
| 32 | force, reasonable | 40 |
| 33 | formal evaluations | 32 |
| 34 | formal observations | 32 |
| 35 | forty hour workweek | 17,19,23 |
| 36 | freedom, personal/academic | 45 |
| 37 | full-time teacher, defined | 3 |
| 38 | General Conditions of Employment - Article VI | 15 |
| 39 | good faith negotiating | 72-73 |
| 40 | grades due | 17 |
| 41 | Grievance Procedure - Article IV | 4-8 |
| 42 | hazardous situation | 44 |
| 43 | head lice, checking for | 42 |
| 44 | health insurance benefits | 76-79 |

| | | |
|----|--|-------|
| 1 | health insurance costs | 76-79 |
| 2 | health insurance | 76-78 |
| 3 | HMO (Health Maintenance Organization) | 76 |
| 4 | holidays, paid | 16 |
| 5 | home base school designation | 23 |
| 6 | hours on non-student days | 23-24 |
| 7 | illness/injury in the line of duty | 48 |
| 8 | inservice day options | 26 |
| 9 | inservice for ex. ed. teachers | 38-39 |
| 10 | instruction outside workday, planning for | 19 |
| 11 | instructional salary schedule | 59 |
| 12 | instructional task forces and workshops | 29 |
| 13 | insurance committee | 56 |
| 14 | insurance while on leave | 46 |
| 15 | intercom, used for listening, intercommunications system | 33-34 |
| 16 | intervention program | 33 |
| 17 | involuntary transfer | 30 |
| 18 | itinerant teachers, lunch and | 26 |
| 19 | itinerant teachers, mileage and | 23-24 |
| 20 | itinerant teachers, planning time and | 26 |
| 21 | job classifications | 2 |
| 22 | Job Corps, leave and | 52 |
| 23 | JROTC (Type "G" Employees) - Article VIII | 42-43 |
| 24 | judgment against teacher, criminal or civil | 40-42 |
| 25 | jury duty, leave and | 50 |
| 26 | leave for union service | 10 |
| 27 | leave school, request to | 20 |
| 28 | leave, adoption of a child | 51 |
| 29 | leave, advanced study and education service | 51-53 |
| 30 | leave, child rearing | 52 |
| 31 | leave, maternity | 51 |
| 32 | leave, personal or exhausted sick | 53 |
| 33 | leave, public service | 53 |
| 34 | Leaves of Absence - Article XIV | 46-53 |
| 35 | leaves, paid | 46-47 |
| 36 | leaves, unpaid | 51-53 |
| 37 | legal defense, board provided | 41 |
| 38 | lesson plans required | 26 |
| 39 | lesson plans, format | 26 |
| 40 | lesson plans, submission | 26 |
| 41 | lesson plans, waived, D-F Schools | 26 |
| 42 | liability insurance provided by board | 42 |
| 43 | life insurance | 56 |
| 44 | locking storage | 37 |

| | | |
|----|---|----------|
| 1 | lost time resulting from assault | 40 |
| 2 | lunch duty, assigning personnel | 17 |
| 3 | lunch duty, closing media center | 17 |
| 4 | lunch duty, resource ex. ed. teachers | 17 |
| 5 | lunch, duty-free | 17 |
| 6 | lunch, paid | 17 |
| 7 | make-up days after school closing | 44-45 |
| 8 | master's degree, salary and | 59 |
| 9 | maternity leave extension | 51 |
| 10 | maternity leave | 51 |
| 11 | Matters Previously Not Covered - Article XXIII | 73 |
| 12 | media center, closing for lunch duty | 17 |
| 13 | medical examination | 38 |
| 14 | mileage for itinerant teachers | 22-23 |
| 15 | mileage for required out of area inservice | 23 |
| 16 | military leave | 50-51 |
| 17 | military service credit toward salary | 62-63 |
| 18 | minimum qualifications, extracurriculars and | 66 |
| 19 | misbehavior, correction of | 37-38 |
| 20 | miscellaneous (general conditions) | 35 |
| 21 | Miscellaneous - Article XXII | 72 |
| 22 | modified school calendar schools | 40 |
| 23 | moving materials | 38 |
| 24 | National Board certification, professional leave and | 50 |
| 25 | National Guard, leave for | 50 |
| 26 | needs improvement evaluation/salary freeze | 63 |
| 27 | negotiations on school time | 17 |
| 28 | Nondiscrimination - Article XIX | 72 |
| 29 | non-emergency medical procedures, performing | 41 |
| 30 | non-renewal of any teacher | 15 |
| 31 | non-student days | 23 |
| 32 | notice to vacate a classroom | 37 |
| 33 | notification of school closing | 44 |
| 34 | observations | 33 |
| 35 | opt out, health insurance and | 55 |
| 36 | optional class supplement | 68 |
| 37 | orientation meeting for incoming teachers | 15 |
| 38 | out of area assignments | 23 |
| 39 | paid holidays | 16 |
| 40 | paid leaves | 46-51 |
| 41 | paid lunch | 21 |
| 42 | paid vacation, ROTC | 42-43 |
| 43 | parent complaints | 41 |
| 44 | parent conferences | 19,20,35 |

| | | |
|----|--|-------|
| 1 | parent conferences, comp time for | 19 |
| 2 | parent-teacher conferences, facilities for | 36 |
| 3 | parking for teachers | 36 |
| 4 | part-time teacher, defined | 3 |
| 5 | pay dates | 61-62 |
| 6 | pay for degree/experience | 59-60 |
| 7 | pay frequency | 61 |
| 8 | payroll deduction, union dues | 13 |
| 9 | payroll deduction, union insurance | 14 |
| 10 | Peace Corps, leave and | 52 |
| 11 | peer evaluation prohibition | 32 |
| 12 | performing non-emergency medical procedures | 42 |
| 13 | personal leave | 47-48 |
| 14 | personal or exhausted sick leave | 53 |
| 15 | personal property, insurance for | 58 |
| 16 | personal transportation, reimbursement for | 62 |
| 17 | Personal/Academic Freedom - Article XIII | 45 |
| 18 | personnel files | 34-35 |
| 19 | placement, changing student | 43 |
| 20 | placement, changing volunteer | 43 |
| 21 | planning for instruction outside workday | 63 |
| 22 | planning period, length of | 18-19 |
| 23 | planning time, elementary | 18-19 |
| 24 | planning time, exceptions to | 18-19 |
| 25 | planning time, subbing during | 18-19 |
| 26 | planning time, uninterrupted | 18 |
| 27 | planning time, uses | 18 |
| 28 | playoffs, supplements for | 71 |
| 29 | Political Activity - Article XI | 44 |
| 30 | posting vacancies/promotional | 28 |
| 31 | postplanning, defined | 3 |
| 32 | ppo (preferred provider organization) | 55 |
| 33 | preparation time | 18-19 |
| 34 | preplanning, defined | 3 |
| 35 | principal, defined | 3 |
| 36 | professional services contract, recommendation for | 33 |
| 37 | Professional Development, Intern Assignments and | 43 |
| 38 | professional leave | 49 |
| 39 | PTA/PTO meetings, attending | 23 |
| 40 | public service, leave and | 53 |
| 41 | punishment, corporal | 42 |
| 42 | quantity of discipline referrals | 34 |
| 43 | reappointments | 31 |
| 44 | reasonable force | 42 |

| | | |
|----|--|-------|
| 1 | reassignment within a school | 33 |
| 2 | reassignment outside the school/discipline or reprimand | 45 |
| 3 | Recognition - Article I | 3 |
| 4 | Reduction in Force - Article XV | 53 |
| 5 | reemployment after leave | 51 |
| 6 | referral for misbehavior | 41 |
| 7 | referral, informing teacher of results of | 39 |
| 8 | referral, return of student after | 39 |
| 9 | referrals, evaluations and | 33 |
| 10 | representation, right to | 16,41 |
| 11 | reprimand, discussion of | 41 |
| 12 | reprimand, right to representation and | 16,41 |
| 13 | request reassignment within same school | 29 |
| 14 | request to leave school | 19 |
| 15 | rescheduling after school closing | 42 |
| 16 | reserve duty, leave for | 50 |
| 17 | responses in personnel files | 35 |
| 18 | restrictions on personal leave | 46 |
| 19 | restrooms | 36 |
| 20 | retired teachers, insurance and | 57 |
| 21 | retirement incentive committee | 57 |
| 22 | retroactive pay for degree/experience | 61 |
| 23 | return of student after referral | 40 |
| 24 | reviewing personnel files | 35 |
| 25 | right to representation for reprimand | 16,41 |
| 26 | Rights of the Board - Article XXIV | 74 |
| 27 | room and teaching assignment for following year/semester | 24 |
| 28 | ROTC salary | 42-43 |
| 29 | ROTC, paid vacation | 42-43 |
| 30 | roving | 37 |
| 31 | Safety and Health - Article X | 44 |
| 32 | salary study committee | 61 |
| 33 | Salary - Article XVII | 59 |
| 34 | salary, ROTC | 42-43 |
| 35 | school activities, attending | 26,38 |
| 36 | school day | 17 |
| 37 | school day, defined | 3 |
| 38 | school site, defined | 3 |
| 39 | school visitation by union representatives | 12 |
| 40 | school volunteers | 42 |
| 41 | school year, defined | 3 |
| 42 | school, defined | 3 |
| 43 | search of teacher's desk | 41 |
| 44 | shortened days, end of semester | 17 |

| | | |
|----|--|-------|
| 1 | sick leave bank | 47 |
| 2 | sick leave | 46-47 |
| 3 | sick leave, summer school and | 75 |
| 4 | smoking areas | 37 |
| 5 | southern association, supplements and | 71 |
| 6 | specialist's degree, salary and | 59 |
| 7 | storage | 36 |
| 8 | student complaints | 34 |
| 9 | student day, defined | 4 |
| 10 | student placement changes | 42 |
| 11 | student suspension, offenses warranting | 37 |
| 12 | Student/Intern Assignments - Article IX | 41 |
| 13 | subpoenas, leave and | 50 |
| 14 | substitute pay for teachers | 62 |
| 15 | substitutes | 39 |
| 16 | Summer Employment - Article XXVI | 75 |
| 17 | summer school, compensation for | 75 |
| 18 | superintendent, defined | 4 |
| 19 | superintendent-union conferences | 11 |
| 20 | supervision at activities | 66 |
| 21 | supervisory duty assignments | 26 |
| 22 | supervisory lunch room duties | 17 |
| 23 | supplements, academic | 67-69 |
| 24 | supplements, athletic | 69-71 |
| 25 | tax deferred annuity program | 56 |
| 26 | Teacher Corps, leave and | 52 |
| 27 | teacher directory | 13 |
| 28 | teacher evaluations | 32-34 |
| 29 | teacher facilities | 36 |
| 30 | teacher intervention program | 33 |
| 31 | teacher lounge area | 36 |
| 32 | teacher observations | 32-34 |
| 33 | teacher parking | 36 |
| 34 | Teacher Protection - Article VII | 39 |
| 35 | teacher, defined - full and part-time | 3 |
| 36 | teaching and room assignment for following year/semester | 25 |
| 37 | teaching assignments and duties | 24-27 |
| 38 | telephones | 36 |
| 39 | terminal pay | 60-61 |
| 40 | terminal pay, date for | 61 |
| 41 | time clock prohibition | 25 |
| 42 | time on agenda of faculty meetings/union | 14 |
| 43 | transfer, involuntary | 30 |
| 44 | transfer, voluntary | 29 |

| | | |
|----|--|-------|
| 1 | transferring comp time | 20 |
| 2 | transferring sick leave from other districts | 46 |
| 3 | transportation, reimbursement for | 62 |
| 4 | transporting students | 38 |
| 5 | travel out of area | 25 |
| 6 | traveling between schools | 22-23 |
| 7 | typing equipment | 36 |
| 8 | uninterrupted planning time | 18 |
| 9 | union business, personal leave and | 9 |
| 10 | union conferences | 11 |
| 11 | union dues deduction | 13-14 |
| 12 | union exclusivity rights | 15 |
| 13 | union meetings | 10 |
| 14 | union membership | 2 |
| 15 | union representation at board meetings | 12 |
| 16 | union representation on board committees | 12-13 |
| 17 | union representative, defined | 4 |
| 18 | Union Rights - Article V | 8-15 |
| 19 | union service, leave for | 8-9 |
| 20 | union, defined | 2 |
| 21 | unpaid leaves | 51-53 |
| 22 | unsafe working conditions | 44 |
| 23 | unsatisfactory evaluation | 33,63 |
| 24 | unused sick leave, annual payment for | 46,62 |
| 25 | unused sick leave, terminal pay for | 60-61 |
| 26 | use of school equipment and supplies | 12 |
| 27 | using sick leave | 46 |
| 28 | vacancies and promotional vacancies | 27-28 |
| 29 | vacancies, filling | 28 |
| 30 | vacancies, filling - 30 days | 39 |
| 31 | vacate, notice to | 38 |
| 32 | vision insurance | 56 |
| 33 | visiting classrooms/48 hour notice | 37 |
| 34 | voluntary transfers | 29 |
| 35 | volunteers/school | 42 |
| 36 | Welfare - Article XVI | 55 |
| 37 | work stoppage, personal leave and | 48 |
| 38 | workshops and instructional task forces | 28 |
| 39 | workweek adjustment | 19 |
| 40 | workweek, forty hours | 19,23 |
| 41 | work year, ROTC | 43 |
| 42 | year-round schools | 39 |

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