8-18-1991

Brevard County, Florida School Board and Brevard Federation of Teachers, Florida Education Association/United, American Federation of Teachers, AFL-CIO, Local 2098 (1991)
Brevard County, Florida School Board and Brevard Federation of Teachers, Florida Education Association/United, American Federation of Teachers, AFL-CIO, Local 2098 (1991)

Location
Brevard Co., FL

Effective Date
8-18-1991

Expiration Date
8-19-1992

Number of Workers
3000

Employer
School Board of Brevard County, Florida

Union
Brevard Federation of Teachers

Union Local
Brevard Co., FL

NAICS
61

Sector
Local government

Item ID
6178-008b183f011_01

Keywords
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Comments
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AGREEMENT

between the

SCHOOL BOARD OF BREVARD COUNTY

and the

BREVARD FEDERATION OF TEACHERS
LOCAL 2098, FEA/UNITED, AMERICAN
FEDERATION OF TEACHERS, AFL-CIO

1991-1992
IN MEMORIAM

RALPH C. AITKEN

February 16, 1929 - August 24, 1989

Union Bargaining Team Member 1977-1989

Friend of Children, Teachers, and Education
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AGREEMENT

This Agreement is made and entered into effective as of midnight August 18, 1991, by and between the School Board of Brevard County, Florida, hereinafter referred to as the "Board" and the Brevard Federation of Teachers, Local 2098, FEA/United, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Union."
ARTICLE I
RECOGNITION

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

Classroom Teachers
Exceptional Education Teachers
Guidance Counselors (elementary and secondary)
Media Specialists
Resource Teachers
Area Counselors
Senior and Lead Teachers
Chapter I Learning Specialists
Chapter I Program Clinicians
Occupational Specialists
Coordinating Teacher Units
Driver Education Coordinators
Lead Teachers (Exceptional Education)
Teacher Planners
Child Find Specialists
Adult Education Resource Teachers
JROTC Teachers

ARTICLE II
DEFINITIONS

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

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

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

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

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

F. The term SUPERINTENDENT shall refer to the Superintendent of Schools of the School Board of Brevard County or his/her designee.
G. The term PRINCIPAL shall mean the head of any school to which teachers are regularly assigned, or his/her designee.

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

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

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

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

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

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

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

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

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

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

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

FAIR PRACTICES

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

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

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

ARTICLE IV

GRIEVANCE PROCEDURE

Section A - Definitions

1. A grievance is an allegation by a teacher that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

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

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

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

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

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

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

Step I (Informal) - The teacher and, if the teacher desires, a Union representative, shall first informally discuss the grievance with his/her principal.

Step II (Formal) - If not satisfied with the resolution of the grievance at Step I, the teacher may submit the completed grievance form to his/her principal. The filing of the grievance at Step II must be within eighteen (18) days of the event giving rise to the grievance. Within five (5) days of receipt of the Step II filing, the principal and the teacher shall meet in an effort to resolve the dispute. The teacher and the principal may mutually agree to waive the necessity to conduct the Step II meeting and allow the grievance to proceed forward to Step III. The principal shall submit his/her written decision to the teacher, with a copy to the Union, within seven (7) days of the Step II meeting, or if no Step II meeting is held, within five (5) days of the execution of the waiver described herein.

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

a. Within twelve (12) days of the receipt of the Step III response, the Union, if not satisfied with the resolution at Step III, may submit a written demand for arbitration to the American Arbitration Association. The Superintendent shall be concurrently notified of such demand. The parties agree that the postmark date shall be used to determine the date submitted. In the event the Superintendent's notification is provided in a manner other than U.S. mail, such notification shall be received in the Office of Labor Relations as per the twelve (12) day timeline provided herein. The American Arbitration Association shall furnish one or more panels of arbitrators pursuant to its procedures. The parties agree to subscribe to the then prevailing practices of the American Arbitration Association.

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

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

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

Section C - General Provisions

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

a. All such grievances shall have the same grievant;

b. All such grievances shall have the same date of event giving rise to the grievance;

c. All such grievances must have been processed through Step III as provided herein.
2. If the decision to be given by a teacher's principal or the Superintendent is not given within the respective times by said provisions specified, the teacher shall have the right to proceed with his/her appeal to the next step by giving notice of appeal or request for arbitration within the same time to the same parties and in the same manner as he/she would be required if a decision adverse to him/her had been rendered on the outside date prescribed above for rendering decisions.

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

4. Any written notice to be given under Section B by the teacher to his/her principal or to the Superintendent may be given by hand by the teacher or his/her representative or by mailing it by certified mail, return receipt requested, addressed to the principal or the Superintendent at their respective offices. Any notice or decision to be given to the teacher may be given by hand by the principal or Superintendent or their representative or by mailing by certified mail, return receipt requested, addressed to the teacher at his/her home address as shown in the Board's records. Any notice or decision to be given to the Union may be given to the President of the Union, or by mailing it by certified mail, return receipt requested, addressed to the Union at its offices. Any notice or decision given by hand will be verified by written receipt if requested.

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

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

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

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

8. No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation.
9. Grievance files shall be filed separately from other files of the teacher.

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

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

ARTICLE V
UNION RIGHTS

Section A - Leave for Union Service

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

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

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

3. Substitute cost incurred as a result of seven (7) such days shall be borne by the Board.

4. Except for paragraph 3 above, the cost of substitute(s) incurred as a result of such leave shall be at the expense of the Union.

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

6. No more than eleven (11) days of such leave shall be taken by any one teacher during any given school year. No more than five (5) of such days may be taken consecutively.

Leave of absence without pay shall be granted by the Board for the purpose of serving as an officer of the Brevard Federation of Teachers (limited to three (3)), the Florida Education Association/United, or the American Federation of Teachers upon written application of such teacher to the Superintendent at least twenty-five (25) calendar days prior to the onset of the semester in which the leave is to begin. Such leave shall not be for less than one (1) school year. Such leave shall not be renewable for any longer than the duration of this Agreement.

Union officers described above, and other Union officers who are also active teachers with the district who are not on leave, shall be allowed to participate in Board approved benefit plans, Florida Retirement, and Social Security plans which are available to other district teachers. Such participation shall be at no additional cost to the Board other than the cost the Board already incurs for its employees. Procedures shall be developed which are mutually acceptable to the Board and the Union. Said plan to be implemented by the beginning of the 1989-90 school year. Mutual agreement or the lack of same shall not be subject to the grievance procedure of this Agreement.
Section B - Negotiations on School Time

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

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

Section C - Bulletin Boards

1. The Board shall make available for exclusive use by the Union one (1) bulletin board located in the main faculty lounge at each school for posting of official Union material properly identified as such. If no bulletin board were in use as of March 19, 1979 in the main faculty lounge for the posting of such notices, a bulletin board shall be made available for such notices in an area to which teachers have ready access.

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

3. Campaign literature of a candidate for public office shall not be distributed through the Board's courier service, posted on a Union bulletin board, nor placed in a teacher's mailbox.

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

Section D - Union Meetings

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

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

Section E - Distribution of Literature
1. The Union shall have the right to place material dealing with Union business in the teachers' mailboxes provided that the following conditions for using such mailboxes are met:
   a. Union materials shall be designated as Union matter and dated where possible to show date of publication.
   b. Union material in bulk shall only be placed in or near the mailboxes.
   c. Concurrently, a courtesy copy of such material shall be provided to the principal and sent via courier or U.S. mail to the Director of Labor Relations or designee.

2. The courier service of the Board, if such exists, shall be available to the Union for the distribution of Union materials provided the cost of such service shall be borne by the Union at the rate set by the Board. The Union office shall be a regular stop on the courier route. If a court of competent jurisdiction or a pertinent regulatory agency shall determine that in providing such service the Board is in violation of any applicable laws or regulations by reason of the absence of postage being affixed thereto or otherwise, this paragraph shall not apply.

Section F - Superintendent-Union Conferences
The Superintendent shall meet at a mutually agreeable time in his/her office with the President of the Union or designee and either a Union vice-president or a representative of the Florida Education Association/United or the American Federation of Teachers for a limit of two (2) Union representatives in any one meeting to discuss matters relating to the implementation of this Agreement, provided (except by mutual consent) such meetings shall not occur more often than once each calendar month, and provided further that at least seven (7) calendar days written notice shall be given for the request of such meeting and the request shall include the suggested agenda for such meeting.
Section G - School Visitation by Union Representatives

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

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

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

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

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

5. Such visitations shall not be used for tax sheltered annuity presentations nor partisan political activity.

6. The parties agree to make financial information available to teachers which will aid in their personal financial planning. The following guidelines are agreed to as a means of accomplishing such objective:
   a. Joint planning between the parties for the development of such programs.
   b. Two presentations during the 1990-91 school year in each of the administrative areas of the district (north, central, south) for a total of six (6).
   c. One in each area to be offered in the P.M. on a day designated as a student holiday/teacher inservice day on the school calendar as adopted by the Board.
   d. One in each area to be offered during a non-workday for teachers.
   e. The programs will be offered to all employees.
   f. The intent of such meetings is to provide financial planning information to employees rather than promote any company or individual’s business opportunity.

Section H - Union Representation at Board Meetings

1. The Union shall have the right to request to be placed on the Board agenda at all regular Board meetings. The Board shall provide the Union at no cost with one (1) copy of the materials relating to all public Board meetings which are generally distributed to the press at a time after said materials are made available to the Board, but no later than when materials are distributed to the press for any regular meeting of the Board. One (1) copy of the printed minutes of the Board shall be supplied to the Union at no cost when said materials are made available to the Board.

2. The Board shall provide each school with a copy of the summary agenda of regular Board meetings to be posted in a conspicuous location.

Section I - Union Representation on Board Committees

If the Board shall determine to appoint a districtwide committee which shall include more than five (5) teachers thereon who shall
not be entitled to additional financial compensation excluding mileage for such committee participation and which shall be charged to review and/or report upon noncurricular matter(s) directly affecting the working conditions of teachers, the Union President shall be invited to submit to the Superintendent the name of at least one (1) teacher who shall be named to the committee. In the instance of a committee to deal with curriculum matters as described above, the names of the anticipated appointees shall be submitted in writing to the Union President or his/her designee who may select one teacher from such list as the Union representative. Such selection by the Union President shall be within seven (7) calendar days of his/her receipt of such list. If the Union President wishes to select a teacher who is not on the anticipated committee list, he/she may do so and that teacher will be added to the committee as the Union representative. Such Union selected teacher shall meet the district requirements for committee participation prior to such appointment as the Union representative.

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

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

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

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

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

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

5. All dues collected in this manner shall be remitted to a designated Union official or designee within ten (10) workdays following such deduction. Costs incurred by the Board in making such deductions shall be borne by the Board. The Union agrees to indemnify and hold harmless the School Board and its members, all of its agents and employees against any and all loss arising from any claims, suits, demands, or other actions arising from any action taken hereunder.
Section L - Other Deductions
The Board agrees to deduct a uniform political deduction and/or assessment for Union insurance programs from the paycheck, provided such deduction shall be authorized in writing by the teacher and the amount authorized shall remain uniform for the entire school year. All of the other provisions of Section K of this Article shall also be applicable to this deduction, except that the amount deducted for an individual insurance program shall not vary during the fiscal year. The amount deducted shall be transmitted to the Union along with the Union dues. The Union shall be responsible for the disbursement of such funds. The amount of such deduction shall be added to the amount of dues deducted pursuant to Section K and the total reflected on the payroll stub under the category of Union dues, provided that should a separate additional slot become available on such payroll stub, the Board shall report such deduction(s) pursuant to this Section separately as soon as procedures necessary for such change can be accomplished.

Section M - Time on Agenda of Faculty Meetings
A Union building representative shall be allowed to announce at faculty meetings the time and place of Union meetings provided that the following conditions are met:

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

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

1. The Union shall reimburse the Board the cost of all materials used and any per-copy cost incurred by the Board.
2. The Union shall assume full responsibility for any damage to such equipment.
3. The use of such equipment or materials shall not interfere with the instructional or administrative needs of the school.
4. The amount of such use of materials and supplies shall be promptly reported to the principal in writing.
5. Equipment may not be removed from the site without the prior approval of the principal.

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

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

ARTICLE VI
GENERAL CONDITIONS OF EMPLOYMENT

Section A - Fair Employment Practices
1. If the Superintendent shall recommend the dismissal or nonrenewal of any teacher, the teacher shall be given written notice thereof with reason(s) prior to final School Board action on such recommendation.

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

3. If any teacher shall be disciplined, i.e. demoted, suspended other than pursuant to dismissal, or suffer loss of pay, such discipline shall be for just cause and may be challenged pursuant to the provisions of Article IV of this Agreement. As used herein, "demoted" shall not be construed to include a determination of the Board to change any supplemental position assignment or extracurricular duty assignment.

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

Section B - Calendar

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

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

3. The following days shall be designated as paid teacher holidays during the Fiscal Year 1991-92:
   a. September 2, 1991
   b. November 28, 1991
   c. November 29, 1991
   d. January 20, 1992
   e. April 17, 1992
   f. May 25, 1992

4. Effective the 1991-92 school year, the district shall implement a nine (9)-week grading system for students. The parties agree that communication with parents between nine (9)-week reports is vital and such interim reporting method and times shall be developed by a District Committee established for that purpose. The composition of such Committee shall be five (5) parents, one chosen by each School Board Member, five (5) teachers appointed by the Union, and three (3) school Principals, one (1) from each level. The report from the elementary report card committee shall be utilized in the Committee's deliberations. The Restructuring for Improvement Site Committee may determine its own interim reporting method. Should a School Improvement Team determine the infeasibility of a nine (9)-week reporting system, such school shall submit a waiver to remain on a six (6)-week reporting system.

5. It is the intent that the three (3) shortened student days at the end of each semester and the teacher workday between the two semesters be utilized for those activities required to complete the student evaluation process.

6. Except for reporting at the end of the first semester and the end of the last semester, provided that grades are not due before the end of the workday, teachers who submit grades to Information Services shall have no less than two (2)
workdays after the end of the grading period to prepare grades before turning in such grades to the administration and/or school office.

7. Elementary schools, through a Request for Proposal submitted to the District Restructuring for School Improvement (DRSIP) Committee, shall develop through their school Restructuring for School Improvement (RSIP) Teams, a plan for an amount of time during the teacher workweek totaling no less than two (2) hours per month, where teachers and parents may confer, teachers may plan together or individually, and RSIP teams may meet. No mandatory inservice or meetings shall be held during this time and no use of compensatory time shall be requested. Such scheduling shall commence no later than the second semester of the 1991-92 school year. A request to delay implementation to school year 1992-93 made through the school RSIP Team shall be honored. By the beginning of the 1992-93 school year, all elementary and secondary schools will have submitted a proposed plan for review and recommendation to the Superintendent for implementation during the 1992-93 school year. The DRSIP Committee will work with the schools at their request to assist in implementing the school's program which may include, but not be limited to, pursuing the offering of enrichment programs provided by community based organizations.

Section C - School Day

1. A full-time teacher shall be entitled to a daily duty-free lunch period of no less than thirty (30) minutes inclusive of the time to escort students to the cafeteria, provided teachers assigned to self-contained exceptional education classes shall be entitled to such duty-free lunch when feasible. It is not the intent of the Board herein to preclude reasonable duty-free lunch time not provided herein, where such may be reasonably provided nor to preclude a principal from implementing an alternative method of providing such duty-free lunch to a teacher for whom duty-free lunch is not provided herein.

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

b. The Board agrees to study the use of teachers to supervise lunchrooms with a view toward examining the possibility of alternative methods for such supervision. A copy of such study shall be provided to the Union. Such study to be completed no later than May 1, 1987.

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

d. The Board and the Union shall develop and implement
a mutually agreed to plan to determine the educational
impact of counselors performing lunchroom supervision
duties with a view toward the elimination of lunchroom
supervision for counselors and exceptional education
resource teachers. A target date for the completion of
such a plan shall be no later than March 1, 1991.

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

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

a. The use of such preparation time shall normally be for
the purpose of teacher preparation, student staffings, in­
dividual parent conferences, department meetings,
evaluation conferences, and the like. It is not the intent
of the parties for planning time to be used for those pur­
poses which could better be accomplished by utilizing
a schoolwide faculty meeting.

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

c. The length of preparation time for full-time teachers in
middle schools, junior high schools, and high schools
shall normally be equal to the length of the students’
class period on the day preparation time is granted.

d. Full-time teachers in elementary schools shall be
scheduled for no less than two hundred (200) minutes
of preparation time during each full five (5) day workweek.
If the workweek is less than five (5) days, such prepara­
tion time shall be reduced pro-rata forty (40) minutes per
day for each day students are not scheduled to attend
full time.

e. Preparation time as provided herein shall be scheduled
within the six and one-half (6½) hour period of time im­
mediately following the beginning of the normal student
day. This paragraph shall be waived for a teacher who is assigned to teach beyond the normal thirty-seven and one-half (37½) hour workweek, i.e. the extended day program.

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

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

h. A teacher who is not assigned to the extended day program as provided herein and is scheduled for more than one (1) daily nonteaching period may be assigned to perform other duties as required during no more than two (2) of such additional daily nonteaching periods per teacher workweek.

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

4. The normal teacher workweek shall not exceed thirty-seven and one-half (37½) hours except in an emergency and/or to allow for compensatory time.

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

b. In the event a teacher is assigned to work beyond the normal thirty-seven and one-half (37½) hour workweek, then compensatory time shall be granted to the teacher. The rules governing compensatory time shall apply as stated in Article VI, Section C, paragraph 5.

c. In the event a principal assigns a teacher to perform duties which require a teacher to return to school for evening functions (e.g. open houses, individual parent conferences, other such functions), time spent at such assignments shall be accruable to compensatory time.

d. Compensatory time accrued by a teacher shall be made available to a teacher during the normal student day up to
fifteen (15) hours provided that such time shall be in increments of no less than one (1) full day. Nothing contained herein shall preclude a principal from approving compensatory time during the student day beyond the minimum guaranteed amount of fifteen (15) hours, nor from allowing the principal to waive the one (1) full day minimum at his/her discretion.

5. The rules governing compensatory time shall be as follows:
   a. The amount of compensatory time shall be equivalent to the amount of time a teacher was required to work as provided herein.
   b. Prior to being allowed to take compensatory time, the following conditions shall be met:
      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 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.
      4) Time limits as described 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.

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

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

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

f. The Board agrees to conduct an assessment of the district procedures regarding the accrual and utilization of compensatory time with a view toward determining the feasibility of providing financial compensation for certain unused compensatory time. Such assessment to be completed no later than June 30, 1987. The Board agrees that the Union President or designee shall be given the opportunity to express his/her views prior to the Board reaching any final conclusion regarding the study.

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

6. As used herein, the normal teacher workweek shall not include time devoted to performance of duties for which compensation is received pursuant to The Schedule of Supplements for Extracurricular and Supplemental Compensation. If such assignment is not included in the Schedule of
7. After reporting for duty at a school, if the teacher is required during the normal workday to travel to another school(s), the teacher shall be reimbursed for mileage between the first school and the other school(s), and between the last school and return to the original school or to the teacher's home, whichever shall be the lesser. The reimbursement shall be no less than the rate allowed by law. In the event a teacher is required by the Board to travel within the district but beyond the administrative area (North, Central, South) in which he/she is normally assigned, the teacher shall be entitled to mileage either to and from his/her normal worksite to the out-of-area worksite, or to and from his/her normal worksite to the out-of-area worksite, whichever shall be the lesser. This out-of-area provision is intended to entitle a teacher to reimbursement for travel to and from an assignment for which he/she received specific direction by the Board to attend and which also requires a teacher to travel from one administrative area to another.

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

9. The length of the teacher workday during the normal one hundred ninety-six (196) day school year shall be limited to four (4) hours on all days on which pupils are not normally required to attend classes, provided that at the principal's discretion the length of the teacher workday may be from 8 a.m. to 12 noon and from 1 p.m. to 4 p.m. only during preplanning, and provided further that such additional time above the preplanning four (4) hour workday shall be subject to the accrual and compensatory time provisions as described in Article VI, Section C, paragraph 5. Compensatory time as provided herein shall also apply to lead teachers and resource teachers who work above the preplanning four (4) hour workday. It is agreed that teacher assignments during preplanning shall be flexible enough so as to allow no less than eight (8) hours of the required twenty (20) hour workweek to prepare their classrooms for the beginning of school while providing for student registration to be on a continuous basis during the 8 a.m. to 4 p.m. period.

Section D - Teaching Assignments and Duties

1. a. No new teacher shall be employed who does not qualify for a valid Florida teaching certificate.

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

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

3. After May 15, the principal shall make available, upon request of the teacher, his/her anticipated teaching assignment for the following school year. Further, after January 15, the principal shall make available upon request of the teacher, his/her anticipated teaching assignment for the forthcoming school semester.

4. Schedules for all classroom teachers in secondary schools shall be posted in each school no later than September 28 of each school year. Room assignments, planning times, and grade assignments shall be similarly posted in each elementary school.

5. Assignments for summer or evening shall not be obligatory and shall be made with the consent of the teacher. Except as specifically provided herein, no other provisions of this Agreement shall be applicable to such assignments.

6. No teacher shall be required to formally evaluate any other teacher.

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

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

9. Teacher participation in school activities beyond the normal teacher workweek shall be voluntary wherever possible. If a situation arises where such assignment must be made where no volunteers are available, priority consideration will be given to the teacher's prior personal commitments. All assignments beyond the teacher workweek will be compensated pursuant to Article XVIII of this Agreement, or if such assignment is not included within Article XVIII, such amount as may be determined to be appropriate by the Board.
10. In the Board's determination as to which teachers shall be assigned to a normal forty (40) hour workweek resulting from an extended day instructional program in high schools and junior high/middle schools, the following procedures shall apply. Such teachers shall be compensated pursuant to Article XVIII, Section G, Schedule of Supplements.

a. Each Principal shall notify teachers in writing from his/her faculty of the possibility of assigning a teacher or teachers from such faculty to an extended workweek as provided herein.

b. A teacher so informed shall be given the opportunity to express his/her desire in writing to be assigned or not be assigned to such forty (40) hour workweek.

c. In the event the principal selects a teacher who has expressed a desire for such forty (40) hour workweek assignment, the teacher shall be notified in writing of such selection as soon as practicable.

d. Those teachers who expressed a desire for such forty (40) hour workweek and are not selected for such assignment at this time shall be notified in writing of their nonselection as soon as practicable.

e. In the event the principal selects a teacher for such assignment who has not expressed a desire for the assignment, such teacher shall be notified in writing of his/her assignment as soon as practicable. The parties agree that effort should be made to avoid such assignments if possible.

f. Among the factors to be considered in the selection of teachers for such forty (40) hour workweek shall be the following:

1) area(s) of certification
2) current and prior teaching assignments
3) supplemental position(s) held

11. Lesson Plans are required. The format for plans shall be decided by the teacher for the purpose of working with his/her students and shall include sufficient information for substitutes and evaluators. No routine requirement for submission of lesson plans shall be made unless the performance of the teacher is less than satisfactory. In this event, format and content may be part of an assistance plan.

12. No teacher shall be required, unless otherwise decided by the Restructuring for School Improvement Team, to do supervisory duties. All supervision of students outside the teacher's normal supervision of his/her own students shall be determined by the Restructuring for School Improvement Team.

13. Teachers who are assigned to teach in the shortened kindergarten program shall suffer no loss of rights conferred
by this Agreement. In those instances where a kindergarten
teacher is assigned to teach the class of an absent teacher,
the kindergarten teacher shall be notified of the assignment
to cover the class as soon as the principal becomes aware
of the necessity for such coverage.

Section E - Vacancies and Promotional Vacancies

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

2. The Assistant Superintendent for Personnel Services or
designee shall post, in his/her office where the same shall
be readily accessible to visitors, a listing of all current teacher
vacancies. A copy of such list shall be promptly forwarded
to each area office where it shall be likewise posted, and a
copy of such current list shall also be provided to the Union.
A copy of such list shall also be posted in all schools.

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

4. No promotional vacancy, 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 appli­
cant must file the application. Such notice shall also in­
clude information indicating the salary range for the posi­
tion and procedures for application.

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

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

6. A notice of instructional task forces and workshops to be ap­
pointed 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 con­
sideration shall be give 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 seek­
ing such appointments.
7. Compensation for adult education teaching and/or summer school teaching shall be as determined by the Board. The inclusion of salary schedules for adult education and summer school shall be for informational purposes only. A teacher who is assigned to teach in the adult education and/or summer school program shall not be entitled to any rights conferred by this Agreement.

8. Upon written request, teachers shall be granted interviews for all posted teaching vacancies for which they qualify before such vacancies are filled.

9. Training for ESOL/META endorsement shall be the District’s responsibility.

Section F - Assignments and Transfers

1. Voluntary Transfer from School to School
   a. A teacher who desires a change from his/her assigned school to another school in the district may request such reassignment by properly completing and submitting the appropriate application to the Superintendent.
   b. In the event that a teacher desires a transfer at the end of the regular school year, the teacher shall submit a written request that will be filed with the Superintendent for active consideration throughout the period that school is not in regular session. The teacher shall be responsible for notifying the Superintendent of an address and telephone number at which the applicant can be reached during the above period.
   c. Two teachers may voluntarily change positions or schools with the approval of the Superintendent.
   d. When approving or disapproving request for voluntary transfer, the Board agrees to include among the factors to be considered the following:
      1) Whether the teacher has been involuntarily transferred within the two (2) year period of time immediately preceding the year in which the voluntary transfer, if approved, would take place.
      2) The length of time the teacher requesting voluntary transfer has been assigned to his/her current teaching responsibilities or his/her current school site.
   e. In the event a teacher requests a voluntary transfer as provided herein and such request is denied, the teacher shall be provided an opportunity to confer with the Superintendent regarding such denial. The Superintendent shall give reasons for denial and upon request by the teacher a Union representative shall be present.

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

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

3. Involuntary Transfer

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

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

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

3) A listing of teacher vacancies shall be posted at each school which is reducing continuing contract teachers.

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

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

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

7) If the Board effectuates a reduction of continuing contract teachers by involuntary transfer, the following procedures shall be followed:

a) If within five (5) workdays after faculty notification as provided in paragraph 1 herein, there
remains the necessity to reduce continuing
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 in-
terview in the same manner and within the
same guidelines as provided to teachers who
have volunteered for transfer as provided
herein.

b) 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.

c) 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 from 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.

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

a) Upon notification, the teacher will be given the
opportunity to voluntarily transfer thirty (30)
days prior to the date of the transfer.

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

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

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

b) The reason(s) for such transfer shall be con-
tained in such notification.

c) 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 or parents, provided this paragraph shall not be applicable to any Board meeting.

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

7. No later than April 1 of each contract year, the final recommendation as to whether a teacher eligible therefor should be advanced to continuing contract will be furnished to the teacher along with a copy of the final written evaluation report.
In the event a principal shall not recommend an annual contract teacher for reappointment, the teacher shall be notified of such recommendation no later than May 1. Provided, that the May 1 date may be extended upon written notice to the teacher of such extension with reasons provided therein. All teachers shall be furnished with a copy of their annual written evaluation by May 1. At the time of the conference for the formal evaluation, teachers shall receive a copy of the written evaluation.

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

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

10. In the event a teacher receives an overall rating of "Unsatisfactory" on his/her annual formal evaluation, he/she shall have been observed for no less than two (2) twenty (20) minute periods as provided herein. The term "overall rating of unsatisfactory" as used herein shall mean as described in the adopted District Performance Appraisal Plan. The parties agree that every reasonable effort shall be made to develop and implement in the school year 1989-90 a districtwide intervention program including peer assistance. The intervention program shall be contained in a separate document. Such document to be made available to each teacher and administrator prior to implementation. The document shall be developed by the Board and the Union and shall contain, among other things, the roles and responsibilities of the parties.

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

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

13. Parent and/or student complaint(s) shall be reported to the teacher prior to the inclusion of such complaints in the formal evaluation of the teacher. The teacher shall have the opportunity within a reasonable amount of time to resolve and/or respond to the complaint(s) before inclusion in the evaluation.

14. The quantity of discipline referrals shall not be considered
in isolation from other factors such as severity of offenses, level of classes, and number of preparations, but should be considered in conjunction with other factors.

Section H - Personnel Files

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

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

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

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

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

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

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

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

Section I - Faculty Meetings

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

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

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

Section J - Class Interruptions

1. An effort shall be made so that classrooms in which classes
are being held shall be free of unnecessary interruptions by
maintenance, custodial, or construction workers. Maintenance/repairs should be done when the students are
not in the classroom. When this is not possible, reasonable
notice should be given to the administration and teachers to
allow for appropriate planning.

2. Announcements over intercommunication systems shall be
made only if necessary. The parties agree that it is the intent
that any use of the intercom system shall result in a minimum
of disruption to the educational process.

Section K - Parent Conferences

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

Section L - Teacher Facilities

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

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

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

4. The Board shall make restroom facilities available at each
school for exclusive use by nonstudents.
5. The Board shall make available a room or portion of a room for exclusive use by teachers and nonstudents during the lunch period.

6. The Board shall make available in each school typing and duplicating equipment for use by a teacher who is regularly assigned to that school. Such use shall be for the purpose of assisting the teacher in the preparation of instructional materials to be used in that particular school or in any other school in which that teacher has instructional duties. Principals are encouraged to make copying machines available in each school for use by teachers who are regularly assigned to that school.

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

8. Classrooms
   a. The Board agrees to make available to all teachers appropriate physical facilities where applicable, such as a desk, a chalkboard, and storage space, consistent with the other needs and the financial resources of the district.
   b. No persons other than school administrative/supervisory personnel shall be authorized to enter a classroom for the purpose of evaluating and/or observing a teacher without the consent of the principal and prior notification has been given to the teacher.

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

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

11. In the principal’s determination, as provided by law, as to which area(s) within the school shall be designated as nonsmoking and smoking, he/she shall seek the opinion of the employees at the affected schools regarding such designation. The principal shall make known to his/her faculty reasons regarding his/her decision.

12. When a teacher is assigned to teach at more than one school, such teacher shall have available to him/her a place to store his/her working materials. Such storage area shall be secure from access by unauthorized persons. The teacher and administrator shall be responsible for following reasonable and prudent measures to assist in such security. The Board shall make every reasonable effort to ensure that such teacher is able to teach in the same room each day.

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

Section M - Miscellaneous

1. No teacher shall be required to transport students.

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

3. A teacher shall provide the Board with the results in writing of tuberculin skin test and/or X-ray. Such results shall normally be provided no more often than one (1) time during each three (3) years of employment. This once-each-three-year requirement shall not prohibit the Board from requiring particular individual teachers to submit to additional tests should such tests be needed to determine the condition of health of the affected teacher. Medical costs for the administering of such required tuberculin skin tests shall be borne by the Board. A teacher with a history of positive tuberculin skin tests followed by negative tuberculin X-rays shall at his/her option either submit to X-ray tests as required by the Board or provide the Board at his/her own expense a statement from a licensed medical doctor describing the teacher's physical condition regarding tuberculosis.

4. A teacher plus one (1) additional person who may accompany the teacher shall be permitted to attend school activities without charge subject to the following conditions. Each teacher shall be provided proper identification by his/her principal which shall be in such a form as to be reasonably convenient for carrying and presentation as required, i.e. card size identification.
   a. The teacher presents proper identification for admittance.
   b. The school to which the teacher is regularly assigned is a participant in the activity. When the activity does not involve the teacher's regularly assigned school, the teacher only shall be admitted without charge.
   c. Activities which are not controlled by the district, such as athletic playoff games and the like, are not applicable to this section.

5. Profits from vending machines in areas accessible primarily to teachers and for which teachers assume responsibility for daily stocking and maintenance, and all faculty funds shall be deposited and expended as determined by the teachers in the school to the extent that such deposits, expenditures and/or procedures do not violate any applicable rules, regulations, laws, or the internal accounts manual. Reference to the Internal accounts manual herein shall apply only to those funds deposited in the internal accounts of a school.
6. The Board shall make every reasonable effort to employ substitute teachers whenever a teacher is to be charged with paid or unpaid leave.

7. The classes of an absent teacher shall not be divided up and placed into other teachers' regular classes except in an emergency. This paragraph shall not apply to students assigned to independent study. The term "teachers" as used in this paragraph shall mean only those teachers who are normally assigned class groups. Teachers who meet with students on a resource-type basis, e.g. librarians, counselors, Chapter I, PREP, and the like are excluded from the term "teachers" for purposes of this paragraph.

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

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

10. The Board agrees to review the current methods utilized by principals to involve members of a school staff in developing recommendations to be made to the principal. Upon its completion, a report of such review shall be made available to the Union.

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

Section N - Restructuring for Excellence in Education

1. Vision Statement: The parties agree that School Site Restructuring Programs are an ongoing process through which all stakeholders working as a team use their creative and collaborative efforts to benefit students.
   a. Students are first
   b. Each school controls its plan
   c. Each school is accountable for progress toward its goals
   d. District's role is supportive
   e. Meaningful involvement of stakeholders is crucial

2. Definition: Restructuring for School Improvement in Brevard County is a process to vitalize the education of students through collaborative decision making by those persons closest to the students: the students themselves, teachers, parents, administrators, support staff and community representatives.
3. Components: The parties will implement their vision by establishing the Restructuring for School Improvement Program. Recognizing that training of all stakeholders is critical to the success of this endeavor, the parties will mutually identify resources which can be devoted to this training.

a. A Districtwide Restructuring for School Improvement Program Committee will consist of the Jacksonville Team, The District Restructuring Committee, one additional parent and one additional Community Representative appointed by the Union, and students (to be determined by the Committee.) The committee membership may be expanded by the Committee itself. The committee's duties/responsibilities shall include:

1) assisting schools in developing strategies to mobilize the community and coordinate educational resources.
2) participating in, identifying, and disseminating sources of training and cooperating with the district Staff Development Department in the development of inservice programs on restructuring.
3) providing assistance and guidance to schools and personnel.
4) establishing a review process for recommendation to the Superintendent.
5) determining procedures for interim reporting to the Board if required.
6) determining waiver approval procedures.
7) developing and implementing any other duties and responsibilities agreed to by the parties.

b. The Restructuring for School Improvement Program/Shared Decisionmaking Team shall consist of the Principal, a BFT Building Representative, teachers elected by teachers, school parents elected by school parents, and students, community representatives, school support representatives elected by their respective groups. Teachers and parents shall serve in equal numbers and in no case shall the number of teachers be fewer than five (5). A nomination list for the School Level Committee is due to the School Board no later than September 15, 1991. The duties of the team shall include, but not be limited to:

1) compiling needs assessment.
2) developing a response to needs assessment.
3) preparing and evaluating school improvement plan required pursuant to Section 230.236 (18) of the Florida Statute.
4) overseeing subcommittees formed as a result of action taken by the School Site Team.
5) Principals and Building Representatives may not delegate their attendance at meetings of the School Site Restructuring/School Improvement Program Team.

c. A restructuring/school improvement program proposal shall have as one of its components assurances that teachers have the opportunity to participate in decisions which affect their employment conditions. Areas of such participation may include, but are not limited to:

1) teaching assignments.
2) school budget expenditures.
3) curriculum materials.
4) discipline procedures.
5) duty assignments.
6) student schedules/assignments.
7) staff selection.
8) creative staffing options.
9) innovative methods and techniques.
10) alternative grade reporting.

d. School site plans which request the waiver of any provisions of Department of Education rules, School Board policy, or the Collective Bargaining Agreement between the parties shall be submitted to the District Committee for further review and recommendation to the Superintendent for action.

e. Realizing the need for assistance in the different areas of the county, the District will make every effort to provide equitable support based on the number of schools in each administrative area of the District. When the District elects to employ individuals to assist schools in their restructuring efforts, such individuals will apply to the District Restructuring for School Improvement Committee. The Committee will recommend to the Superintendent their choices from the applicants. Any individual hired shall attend monthly District Restructuring for School Improvement Program Committee meetings and work cooperatively with the Committee.

4. Process for initiating a school plan: School Improvement per Blueprint 2000 as spelled out in Florida Statute 229.591-594 can only be in effect through compliance with this Section of the Agreement.

a. Realizing that School Improvement activities may carry over beyond the thirty-seven and one-half (37 ½) hour workweek in order to accomplish the goals in Restructuring for School Improvement Plan, nothing in this Agreement shall prohibit the principal from providing compensatory time for teachers.
5. Time for Meeting
The District Committee shall meet no less than each month
at a time and place mutually agreed to by the parties, and at
any other times agreed to by the parties. Teachers attending
shall do so without loss of pay or accumulated leave.

Section O - Year-Round Schools (Modified Calendar)
There shall be a ten (10) member joint committee between the par­
ties with five (5) representatives appointed each by the Superinten­
dent and the Union to review the impact that a year-round school
year (modified calendar) would have on the employment conditions
of teachers. Prior to the Board's decision to implement a year-round
(modified calendar) school program, the parties agree to reopen
negotiations on the impact of such decision. The committee shall
have as one of its purposes to collaborate with any other district
committees which have as their purpose the review of year-round
schools (modified calendar).

ARTICLE VII
TEACHER PROTECTION

A. The Board acknowledges the desirability of giving reasonable
support and assistance to teachers with respect to proper
maintenance of control and discipline in the classroom. In­
dividual school procedures and policies for handling student
discipline shall be reviewed by each school's Restructuring
for School Improvement Team and revised or developed as
needed so as to ensure that the referring teacher has the op­
portunity to input his/her feelings regarding the disposition
of the referral. Discipline procedures shall stress the impor­
tance of uniform application. When the offense is serious
enough to warrant suspension of the student in accordance
with School Board policy and/or the School Discipline Plan,
such referred student will not be returned to the teacher's
class the same class period (or 30 minutes in elementary
school) from which the student was referred unless he/she
is escorted by an administrator or a written explanation from
same stating his/her reasons for the student's return accom­
panies the student. Before the student is returned to class,
serious consideration should be given to the effect such
return would have on the learning environment for the other
students in the class.

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

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

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

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

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

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

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

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

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

H. If any teacher is sued in a civil action as a result of any action taken by the teacher in the proper exercise of his/her responsibilities, the Board will provide for the defense thereof.
I. No reprimand or discipline shall be discussed by the adminis­trator(s) or the teacher or representative involved in the presence of students, parents, or employees not involved in the events giving rise to such reprimand or discipline, provided this shall not preclude such discussion as is necessary to establish the facts or to process such reprimand or discipline to the School Board, and provided such shall not preclude the teacher and/or representative discussing the same with appropriate Union officials.

J. A teacher shall be entitled to have present a representative when being officially reprimanded or disciplined. When a request for such representation has been made, no action shall be taken with respect to the teacher until such representative shall have a reasonable opportunity to be present.

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

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

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

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

O. School Volunteers.

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

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

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

**ARTICLE VIII**

**JROTC (Type “G” Employees)**

A. Salary - The Board shall pay Type “G” employees the difference between their active duty pay (including allowances which are an appropriate part thereof as designated by the branch of the employee's military service) and their retirement pay from the military, provided the Board is reimbursed one-half (½) the cost of the same from the military. Type “G” employees shall receive rank differentials as provided in Article XVII, effective 1986-87 school year. The Board and the Union agree to conduct a joint study of the possible benefits received if the JROTC teachers could be given the option of being paid from the regular teacher salary schedule or remaining on the Type “G” schedule. Copies of such study to be available by January 1, 1990.

B. The contract year for Type “G” employees shall be July 1 through June 30.

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

1. Type “G” employees shall begin their work year ten (10) workdays prior to the beginning of preplanning and end their work year ten (10) workdays after the last day of postplanning. Anything in this Agreement to the contrary notwithstanding, such ten (10) workdays prior to preplanning and such ten (10) workdays after postplanning shall be normal workdays and not subject to Article VI, Section C, paragraph 9. The total workdays for Type “G” employees shall be two hundred sixteen (216), exclusive of paid vacation.

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

3. Effective July 1 of each year, Type “G” employees shall be credited with paid vacation leave at an accrual rate of two and one-half (2½) days for each full calendar month the teacher was regularly employed during the twelve (12) calendar months immediately preceding June 30. All accrued vacation leave not taken prior to midnight on June 30 shall be deleted from the accrued vacation leave balance as of midnight each June 30.

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

5. Type “G” Employees shall not use vacation on those days designated as workdays as provided herein.
6. The daily pay rate for Type "G" employees shall be computed at one two hundred and forty-sixth (1/246) of the applicable annual salary.

D. This section shall be come effective July 1, 1979.

ARTICLE IX
STUDENT/INTERN ASSIGNMENTS
A. Teacher acceptance of student teacher or teacher intern assignments shall be voluntary.
B. Money or other similar consideration earmarked for the teacher as a result of student teacher or teacher intern assignments which has been received by the Board shall be transmitted to said teacher.
C. The maximum inservice credit allowed by the then current district Master Inservice Plan shall be awarded to a teacher for and upon completion of a student teacher or teacher intern assignment.

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

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

ARTICLE XII
EMERGENCY SCHOOL CLOSING
A. All of the schools in the school system will be open on all regularly scheduled days unless closed by the Superintendent because of an emergency.
1. When an emergency confronts the schools, notification of the closing of schools will be released for broadcast over local radio and television stations as soon as possible.
2. When the schools are officially closed by the Superintendent, the workday may be rescheduled and, if so, leave days previously arranged by a teacher will not be deducted for such day.

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

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

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

ARTICLE XIII
PERSONAL/ACADEMIC FREEDOM

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

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

ARTICLE XIV
LEAVES OF ABSENCE

Section A - Rules Governing
1. While on approved paid leave of absence, a teacher shall continue to receive the benefits of group fringe benefit plans.
which are provided by the Board for teachers who are not on leave of absence. A teacher on unpaid leave of absence may, with the consent of the insurance carrier, continue benefits under an insurance policy by paying all of the required premiums on a timely basis as prescribed by the Board provided all the conditions of such leave are met by the teacher.

2. Upon the expiration of any approved leave of absence, and if all the conditions of such leave have been met by the teacher, the Board shall continue to employ such teacher under the same circumstances and subject to such conditions as though such teacher had not been on leave. Except as otherwise provided herein, all unpaid leaves of 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 at the beginning of each month, provided that such leave shall not be used prior to the time it is earned and so credited. Full-time teachers shall be entitled to earn no more than one (1) day of sick leave times the number of months of employment during the year of employment.
      2) Unused sick leave shall accumulate from year to year without limit.
      3) Sick leave may be transferred into the school district from other public school systems in Florida without limit as to the number of days of sick leave accrued except that at least one-half (½) of this accumulative leave must be earned within this school district at any given time.
      4) For purposes of this section only, “full-time teacher” shall apply to any teacher who is regularly employed more than one-half (½) time.
b. Usage

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

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

c. Sick Leave Bank

The Board agrees to establish a Sick Leave Bank for employees. A committee of six (6) employees shall be appointed by the Superintendent for the purpose of developing recommendations to the Superintendent regarding guidelines, procedures, and rules for such bank. The Union President shall be invited to submit the names of two (2) employees who shall be appointed to the committee.

2. Personal Leave

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

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

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

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

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

1) The length of such leave shall be no less than one-half (½) of the teacher assigned workday unless otherwise allowed by the principal.
2) No more than eight percent (8%) of the teachers in any given school or one (1) teacher, whichever is greater, shall be absent on such leave from any given school at any given time, provided such limitation of eight percent (8%) may be waived by the Board in its discretion and without precedent.

3) Such leave shall not be granted under any of the following conditions:
   a) Activities which could result in taxable income to the employee.
   b) To attend Union (including any other employee organization which has represented or sought to represent public employees in collective bargaining) associated business.
   c) Any form of work stoppage.

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

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

3. Illness/Injury-in-line-of-duty Leave
   a. A teacher shall be entitled to illness-in-line-of-duty leave up to ten (10) workdays per school year when he/she has to be absent from duty because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work.
   b. Such leave shall not accumulate from school year to school year and shall result in no loss of pay or accumulated sick leave. In case of sickness or injury occurring under such circumstances the Board may grant additional emergency sick leave. The granting or denial of such additional leave shall not be subject to the Grievance Procedure of this Agreement.
   c. The term "injury" as used in Article XIV, Section B, paragraph 3, is defined as the result of an event which causes the teacher to suffer an initial injury or a reinjury or reaggravation of an injury for which the teacher had previously been granted injury-in-line-of-duty leave. The term "event" as used herein shall mean an unforeseen, unexpected, or sudden happening, the nature of which is such that the injury sustained can logically be expected to result.
4. Professional Leave

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

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

b. Professional leave with pay may be granted during preplanning and postplanning under the following conditions:
   1) A teacher shall be granted no more than five (5) days of such leave in any one (1) school year whether such leave is taken during preplanning, or postplanning, or both.
   2) Such leave shall be granted no more than four (4) times during any period of six (6) consecutive years.
   3) Such leave application shall be submitted no later than June 1 and shall be accompanied by the registration deadline from the institution, if the reason for the request is to attend school.
   4) A teacher must have been employed by the Board as a teacher for at least one (1) school year and must be returning to the district as a teacher before such leave may be granted.
   5) A teacher shall be either enrolled in a master’s or higher level degree program at an accredited, approved institution and/or be attending school or institute in order to add subject area(s) to his/her certificate and/or to improve the instructional program of the school.

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

d. Professional leave without pay shall not be charged against accumulated earned leave.

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

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

b. Such time away from duty shall not be charged against accumulated earned leave.
c. This language shall apply to summons, subpoena, or subpoenas received by a teacher's dependent minor when the circumstances make it necessary for the teacher to accompany his/her minor dependent to the court proceedings.

Section C - Military Leave

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

2. Military leave for reserve and National Guard duty shall not be granted except under the following conditions:
   a. If the teacher must attend summer school to correct certification deficiencies;
   b. If the military certifies that special training is needed to maintain status and is not available during summer vacations.

3. Military leave may be granted up to a maximum of seventeen (17) days in any fiscal year without loss of time, pay or efficiency rating.

4. Leave request and copy of the military order, if possible, shall be received by the Board sixty (60) days in advance of the beginning date of the leave.

Section D - Unpaid Leave

1. Maternity Leave
   a. Any full-time teacher shall be granted maternity leave without pay as provided below.
   b. An application for leave accompanied by a written statement from a licensed medical physician verifying the pregnancy and setting forth the estimated date of confinement shall be submitted to the principal no later than five (5) calendar weeks prior to estimated date of confinement. If the teacher plans to take maternity leave.
c. Such leave, if taken, shall commence on a date prior to the final estimated date of delivery of the child, such to be determined by the teacher.

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

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

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

2. Extended Personal Leave

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

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

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

3. Advanced Study or Education Service Leave

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

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

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

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

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

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

4. Public Service

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

5. Personal or Exhausted Sick Leave

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

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

Section E - Sabbatical Leave

The Board and Union shall develop and implement a mutually
agreed to plan which shall provide opportunities for career teachers
with ten (10) or more years experience to enable them to revitalize
their teaching skills. A target date for such mutual agreement shall
be no later than the beginning of the 1991-92 school year.
ARTICLE XV
REDUCTION IN FORCE

A. If, in the exclusive judgment of the Board, it is determined to reduce the number of teachers on continuing contract, the Board shall attempt to accomplish such reduction by attrition. If such reduction of teachers on continuing contract cannot be accomplished by attrition, the following procedures shall be utilized in the following order:

1. The Board shall identify the instructional assignment(s), [grade(s)/subject(s)/special area(s)], to be reduced. All annual contract teachers in such assignments shall be nonrenewed prior to any reduction of continuing contract teachers.

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

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

3. The preceding section shall not be applicable to any continuing contract teacher identified by the Board as fulfilling educational requirements of the district. As used herein, “educational requirements” shall be construed as to mean activities within the district which relate to particular area(s) of curricular or extracurricular activities, or supplemental positions, with or without additional financial compensation and the particular ability of individual teachers to effectively complete these activities.

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

C. If the Board shall determine to employ teacher(s) at any time during the seventeen (17) calendar months next following such reduction in staff, such positions shall be offered in writing to the last continuing contract teacher in such instructional
assignment terminated in the inverse order of lay-off, provided such teacher holds the required certification and is deemed by the Board to be qualified to fulfill the educational requirements of the district. Such offer, delivered in person or by certified mail, shall be to the most current address of the teacher as reflected in the records of the Board.

Failure of the teacher to accept the offer within twelve (12) days of such mailing or ten (10) days of such service shall automatically terminate the teacher's reemployment rights as provided in this section.

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

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

ARTICLE XVI
WELFARE

Section A - Health Insurance
The parties agree that hospital and medical options and benefits shall be made available for teachers to select under the district flexible compensation plan. Such available options and benefits shall be no less than those which were available on July 1, 1987, unless otherwise mutually agreed to by the parties. A document developed by the Board and the Union containing information on insurance and other benefits shall be distributed to the teachers no later than three (3) weeks prior to the reenrollment deadline. The Board agrees to explore with the Union ways which would involve teachers in the enrollment process. Effective January 1, 1992, the Board agrees to increase the current Board contribution to the district flexible compensation plan from $219.00 per month to $244.00 per month for teachers who elect the Preferred Provider Organization (PPO) option and from $219.00 to $230.00 per month for the teachers electing the Health Maintenance Organization (HMO) option. Except as otherwise provided herein, effective January 1, 1992, a teacher who exercises his/her option to opt out of the district flexible compensation plan shall receive the amount of $657.00 ($54.75 per month). If both husband and wife are employees of the Board and one elects to opt out and be covered by the other spouse, the spouse who opts out shall receive the full amount of the Board's contribution and shall be exempt from provisions of insurability requirements as specified below. Such amount shall be determined by the plan election of the other spouse. Effective January 1, 1992, in the event a teacher who has opted out seeks to return to one of the district's health benefit programs during enrollment periods, such teacher must provide the insurance company, at his/her expense, satisfactory proof of
insurability, and in such instance pre-existing conditions shall not
be covered under the district plan for a period of twenty-four (24)
calendar months or as otherwise specified in the plan(s). In addi­
tion, the Board shall provide the following benefits:

1. A vision insurance plan which covers each individual teacher
   at no cost to the teacher.

2. Dental insurance plan option(s) which each teacher may
   choose to take as part of his/her flex dollar expenditure. Such
   plan shall include both single and dependent coverage.

3. The Union shall be invited to submit to the Board written
   recommendations as to the content of bid specifications for
   the district hospitalization/medical options and benefits plan
   as provided herein. The Union shall be provided a copy of such
   final bid specifications prior to such being recommended to
   the School Board for approval.

Section B - Life Insurance
The Board shall provide to each teacher, without cost to the teacher,
group term life insurance in an amount equal to the annual salary
of the teacher as reflected in the salary schedule of this Agree­
ment. Such amount to be computed to the nearest one thousand
dollars ($1,000). Each teacher may, at his/her own cost, purchase
a maximum amount equal to four (4) times his/her annual salary
by giving written authorization for payroll deductions thereof as
prescribed by the Board. The amount that such insurance coverage
can be increased in any one insurance plan year shall be limited
to one (1) time the annual salary of the teacher.

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

Section D - Insurance Committee
No less than three (3) members of the Personnel Benefits Com­
mittee shall be named by the Union President or designee. If the
proportion of teachers to nonteachers on such committee shall be
altered, the Union President or designee shall have the right to
name additional teacher(s) so the composition of such committee
shall remain the same as the ratio which prevailed during the
1981-82 school year.

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

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

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

ARTICLE XVII
SALARY

A. The basic salaries for all Type “E” teachers shall be as set forth in this Article. The basic salaries of all Type “G” teachers shall be as set forth in Article VIII of this Agreement.

1991-92 Instructional Salary Schedule - Level I

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A teacher’s salary shall be calculated as follows:
Lane 2 - teachers who hold a Continuing Contract or Professional Services Contract and have completed ten (10) years of teaching experience in Brevard County.
Lane 1 - all other teachers
For Master's Degree (or Rank II equivalent pursuant to the Florida Department of Education Rules), add $2,035 to the basic salary.

For Specialist's Degree (or Rank IA equivalent pursuant to the Florida Department of Education Rules), add $2,740 to the basic salary.

For Doctor's Degree (or Rank I equivalent pursuant to the Florida Department of Education Rules), add $3,460 to the basic salary.

Except as otherwise provided herein, a teacher who is assigned to work in an instructional capacity involving direct contact with students, e.g. elementary school foreign language programs, and when such assignments are during the teacher's normal work year and beyond the normal teacher thirty-seven and one-half (37 1/2) 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.

B. Credit shall be given for purposes of placement and vertical movement on the salary schedule for up to ten (10) years of teaching experience out of state and/or fifteen (15) years of Florida teaching experience, including college teaching, military experience, and kindergarten experience if part of an elementary school program. Credit for placement and movement as provided herein shall not exceed a total credit of fifteen (15) years.

C. 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.

D. Ninety-nine (99) or more days of full-time teaching, to include paid leave, in any single school year shall be considered as one (1) 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 as provided above, such work shall be considered as one (1) year of experience for pay purposes.

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

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

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

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

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

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

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

7. Payment(s) for terminal pay as described above shall be allowed at the retiree’s option, as follows:
   - Option One - payment in one (1) lump sum.
   - Option Two - one payment in January of the year following retirement.

Times of such payments shall normally be on the last monthly payroll date on which the retiree would have been paid had he/she continued as a regular employee.

In the event Option Two is found not to be in compliance with regulations of the Internal Revenue Service, it shall become void and any teacher so paid shall be solely liable for any payment deemed necessary to the Internal Revenue Service.

8. The Board agrees to conduct a review of the benefit the district might receive by purchasing an annuity for any teacher with twenty-five (25) or more years of creditable service who has reached age fifty (50) and has applied for retirement under Florida Retirement System. The results of such review shall be reported to the Superintendent and to the Union no later than May 1, 1990.
G. To calculate a teacher's daily rate of pay, the basic salary shall be divided by one hundred ninety-six (196).

H. Salaries for teachers shall be paid in twelve (12) equal payments on the fifteenth (15th) of each month. If that date falls on a weekend, the salaries shall be paid on the last regular teacher workday in that week. Teachers shall receive their July and August payments in a lump sum with the June paycheck. The Board and the Union agree to jointly study the feasibility of providing teachers with the option of receiving their salary as is currently done or on some other payment schedule. Such study shall be concluded no later than May 1, 1990. Effective the 1991-92 school year, teachers shall be paid in twenty (20) equal paychecks. Final checks will be issued on the last day of post planning. Exact paydates will be mutually agreed to by the Union and the Board prior to implementation and will be included on the school calendar as adopted by the Board.

I. A teacher whose employment is terminated for any reason shall receive his/her terminal pay, if any, and all salary earned prior to date of said termination less any deductions within thirty (30) calendar days of termination date, provided all obligations to the Board have been completed.

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

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

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

M. Effective the beginning of the 1987-88 school year, the Board shall provide a teacher with the option of an annual payment for sick leave days accumulated during the school year provided such payment is subject to the teacher's exemplary attendance for the school year as reflected in the district payroll records. A teacher who is absent for more than four (4) workdays during the school year shall not be eligible for annual payment as provided herein. Provided that absences on approved professional leave and/or line-of-duty leave shall
not adversely affect such record of exemplary attendance. Any other absences from duty shall act as a bar to the benefit provided in this paragraph. Payment for such exemplary attendance shall be calculated at eighty percent (80%) of the affected teacher’s daily rate times ten (10) days. Days for which such payment is received shall be deducted from the accumulated sick leave balance. Payment as provided herein shall be made as soon as payroll procedures may reasonably permit, but no later than July 15, of the year in which the application is made.

N. $28,000 shall be allocated to pay those teachers who were in the process of qualifying for the District’s Quality Instruction Incentives Program Plan benefits of tuition reimbursement and incentive awards during the 1990-91 school year. The Board shall post a notice in each school of this provision and teachers who wish to apply may do so by October 15, 1991, on a form provided by the Board, and the money will be distributed pro-rata based on hours taken.
ARTICLE XVIII

EXTRACURRICULAR ACTIVITIES AND SUPPLEMENTAL COMPENSATION

A. The Board shall make an effort to find teacher volunteers for all positions pursuant to this Article.

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

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

D. Teachers participating in supervisory duties of events unrelated to the necessary operation of the schools outside the normal teacher workweek and which generate funds, including but not limited to athletic events, dances, and other social functions, shall be compensated at eight dollars and fifty cents ($8.50) per hour.

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

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

G. Schedule of Supplements

<table>
<thead>
<tr>
<th>Curriculum, Instruction &amp; Supervision</th>
<th>1991-92</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regional Science Fair Coordinator</td>
<td>$1140</td>
</tr>
<tr>
<td>District Memory Match League Coordinator (Senior High)</td>
<td>465</td>
</tr>
<tr>
<td>Science Research Specialist Teacher</td>
<td>1635</td>
</tr>
<tr>
<td>*Resource Teacher - Full (n/a to Adult Ed.)</td>
<td>2020</td>
</tr>
<tr>
<td>*Resource Teacher - Half (n/a to Adult Ed.)</td>
<td>1010</td>
</tr>
<tr>
<td>*Lead Teacher - Exceptional Education</td>
<td>2020</td>
</tr>
</tbody>
</table>

Extra assignments beyond the normal teacher workweek within the school year (except for inservice preparation or teaching) pertaining to workshops, task force development or curriculum and/or instructional materials, and other such assignments which have districtwide or areawide application per hour $15.00

| Inservice Preparation & Teaching (max. of 5 hours per day) | per hour 20.50 |
| Homebound Instruction (including travel) per hour 21.00 |
| Coordinating Unit | 2020 |
| Department Head (Senior High) | 640 |
| Department Head/Team Leader (Junior High/Middle) | 640 |
| Forty hour Extended Workweek (for Seventh Period) | 2265 |
G. Schedule of Supplements (continued)

Music

Band (Senior High) 2280
Band (Junior High/Middle School) 1065
Choral (Senior High) 1330
Choral (Junior High/Middle School) 745
Orchestra (Junior High/Middle School) 500

Services & Special Programs

Assistant Teacher/Peer Intervention 500
School Safety Patrol 560
Gymnastics (approved exemplary program only) 745
Drama (Junior High/Middle School) 615
Drama (Senior High) 720
Memory Match 745
Forensics (Junior High/Middle School) 755
Forensics (Senior High) 965
Pool Manager 1200
Yearbook or Newspaper (Junior High/Middle School) 745
Yearbook or Newspaper (Senior High) 925
Dance Corps (approved programs only) 590
Student Government (Junior High/Middle School) 590
Student Government (Senior High) 690
Special Olympics 690
Special Programs (approved programs only) 315
(Secondary School) 315
BETA Club 315
Future Educators Club of America 315
Honor Society (Junior High/Middle School) 315
Honor Society (Senior High) 315
Senior Class Sponsor (Senior High) 465
Junior Class Sponsor (Senior High) 465
ROTC Drill Team, Color Guard, Rifle Team (Two (2) per school) 500
Vocational Program (approved programs) 285

Athletics - Senior High 10-12

Athletic Business Manager 1065
Athletic Director 2970
Athletic Trainer - All Sports (licensed or certified only) 1170
Head Football 2585
Assistant Football 1635
J.V. Head Football 1635
J.V. Assistant Football 1515
Head Basketball 2005
J.V. Basketball 1065
Head Baseball 2005
Assistant Baseball 1065
Head Track 2005
Assistant Track 1065
Cross Country 1065
Golf 745
Head Wrestling 1900

58
G. Schedule of Supplements (continued)

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.V. Wrestling</td>
<td>$1,065</td>
</tr>
<tr>
<td><strong>Crew</strong></td>
<td>$720</td>
</tr>
<tr>
<td><strong>Head Swimming</strong></td>
<td>$1,900</td>
</tr>
<tr>
<td><strong>Assistant Swimming</strong></td>
<td>$1,065</td>
</tr>
<tr>
<td><strong>Cheerleader Sponsor</strong></td>
<td>$1,525</td>
</tr>
<tr>
<td><strong>J.V. Cheerleader Sponsor</strong></td>
<td>$1,405</td>
</tr>
<tr>
<td>Tennis</td>
<td>$745</td>
</tr>
<tr>
<td><strong>Volleyball</strong></td>
<td>$1,225</td>
</tr>
<tr>
<td><strong>J.V. Volleyball</strong></td>
<td>$800</td>
</tr>
<tr>
<td>Softball</td>
<td>$2,005</td>
</tr>
<tr>
<td>Assistant Softball</td>
<td>$1,065</td>
</tr>
<tr>
<td>Intramural Director</td>
<td>$710</td>
</tr>
<tr>
<td>Intramural Instructor (Total of $1,420 per school)</td>
<td>$710</td>
</tr>
<tr>
<td>Head Soccer</td>
<td>$1,600</td>
</tr>
<tr>
<td>Assistant Soccer</td>
<td>$925</td>
</tr>
</tbody>
</table>

Athletics - Senior High 9-12

Same supplements available as Senior High 10-12, with the addition of the following for 9th grade athletic programs.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Director</td>
<td>$615</td>
</tr>
<tr>
<td>Head Football</td>
<td>$1,330</td>
</tr>
<tr>
<td>Assistant Football</td>
<td>$895</td>
</tr>
<tr>
<td>Basketball</td>
<td>$1,025</td>
</tr>
<tr>
<td>Business Manager</td>
<td>$615</td>
</tr>
<tr>
<td>Cheerleader Sponsor (Football)</td>
<td>$690</td>
</tr>
<tr>
<td>Cheerleader Sponsor (Basketball)</td>
<td>$690</td>
</tr>
</tbody>
</table>

Athletics - Junior High

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Director</td>
<td>$895</td>
</tr>
<tr>
<td>Head Football</td>
<td>$1,330</td>
</tr>
<tr>
<td>Assistant Football</td>
<td>$895</td>
</tr>
<tr>
<td>Basketball</td>
<td>$1,025</td>
</tr>
<tr>
<td>Track</td>
<td>$745</td>
</tr>
<tr>
<td>Intramurals (Total of $2,420 per school)</td>
<td>$1,210</td>
</tr>
<tr>
<td>Intramural Director</td>
<td>$710</td>
</tr>
<tr>
<td>Cheerleader Sponsor (Football)</td>
<td>$690</td>
</tr>
<tr>
<td>Cheerleader Sponsor (Basketball)</td>
<td>$690</td>
</tr>
<tr>
<td>Volleyball</td>
<td>$745</td>
</tr>
</tbody>
</table>

Athletics - Middle School

<table>
<thead>
<tr>
<th>Activity</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Athletic Director</td>
<td>$745</td>
</tr>
<tr>
<td>Basketball</td>
<td>$1,025</td>
</tr>
<tr>
<td>Track</td>
<td>$745</td>
</tr>
<tr>
<td>Intramurals (Total of $2,420 per school)</td>
<td>$1,210</td>
</tr>
<tr>
<td>Intramural Director</td>
<td>$710</td>
</tr>
<tr>
<td>Cheerleader Sponsor</td>
<td>$690</td>
</tr>
</tbody>
</table>

A school may submit a plan for one unique program area provided it is a student activity approved by the Superintendent, with supplement paid from internal accounts not to exceed the amount shown. $575
G. Schedule of Supplements (continued)

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

*To be paid to persons on Instructional Salary Schedule only.

**Total supplement may be divided equally between head and assistant coach at principal's discretion.

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

The parties agree to a joint labor management study of the Compensation Plans and contract hours of Speech Pathologists. Such study to be completed by May 3, 1991.

ARTICLE XIX

NONDISCRIMINATION

The Board agrees that it shall not illegally discriminate against any teacher with respect to wages, hours, or conditions of employment by reason of race, color, creed, national origin, sex, religion, or age.

If any grievance occurs alleging a violation of this Article, as a condition precedent to the use of the arbitration step of the grievance procedure contained in this Agreement, the grievant(s) and the Union shall execute a waiver of their right to bring such asserted discrimination to any administrative agency, court, or any other forum, to withdraw the same with prejudice. If any court of competent jurisdiction or any administrative agency shall determine that the waiver provided herein is in any respect invalid or void, this Article shall be thereupon determined inoperative.

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

ARTICLE XX

AVAILABILITY OF AGREEMENT

Copies of this Agreement shall be printed at the shared expense of the Board and the Union within thirty (30) days after the Agreement is signed in a form and by a process to be mutually agreed upon, in sufficient quantity that one (1) copy may be presented to each teacher, administrator, and Board member, and at least three hundred (300) additional copies each, to the Board and the Union.

If the Agreement shall be printed by other than Board facilities, the Union may designate such printer and the Union shall pay all of the added cost above that which would be incurred if the Agreement were to be printed by Board facilities.
The Board shall make available to all new teachers employed after the ratification of this Agreement a copy of said Agreement.

ARTICLE XXI

CONFORMITY TO LAW AND SAVINGS CLAUSE

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

ARTICLE XXII

MISCELLANEOUS

A. The parties agree to negotiate in good faith.

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

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

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

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

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

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

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

**ARTICLE XXIII**

**MATTERS NOT PREVIOUSLY COVERED**

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

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

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

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

If to the Union: RO. Box 1925
Cocoa, FL 32923-1925

If to the Board: 2700 St. Johns Street
Melbourne, FL 32940-6699

**ARTICLE XXIV**

**RIGHTS OF THE BOARD**

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

ARTICLE XXV

DURATION OF AGREEMENT

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

B. This Agreement shall be effective until midnight the day immediately preceding the first day of the beginning of the 1992-93 teacher work year.

C. Negotiations for a subsequent Agreement shall commence no later than May 1, 1992 except as otherwise mutually agreed to by the parties.

ARTICLE XXVI

SUMMER EMPLOYMENT

The parties agree that Summer School Employment of teachers will be a topic of negotiations to be included in the next successor agreement.
APPENDIX

Employee Hospitalization/Medical Plan

In addition to the employee benefits otherwise contained in the Collective Bargaining Agreement between the parties, the following employee benefits and other pertinent information shall become effective upon ratification by the employees and the School Board.

Aetna Partners Preferred Provider Organization (PPO)

Deductibles and stop loss levels will be as follows for the twelve (12) month period from January 1, 1992 through December 31, 1992.

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Stop Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td>75/25 (PPO in Network)</td>
<td>Individual $1,500 (in Network)</td>
</tr>
<tr>
<td>55/45 (Out of Network)</td>
<td>Family $3,000 (in Network)</td>
</tr>
<tr>
<td>Individual</td>
<td>$400</td>
</tr>
<tr>
<td>Family</td>
<td>$800</td>
</tr>
<tr>
<td>Individual</td>
<td>$2,000 (out of Network)</td>
</tr>
<tr>
<td>Family</td>
<td>$4,000 (out of Network)</td>
</tr>
</tbody>
</table>

During the plan year January 1, 1992 through December 31, 1992, only expenses incurred in the plan year will be allowed to count toward the deductible for that plan year. The practice of allowing payments made during the last three (3) months of the previous plan year is no longer in effect beginning January 1, 1991.

AETNA PPO Health Insurance


- 75/25 in network-
- 55/45 out of network

Employee - $244
Spouse - $244
Children - $118
Other - $347
Non-Medicare - $244
Medicare - $160

PPO · Plan copayment - $10.00 for each in-network nonsurgical office visit. Outpatient surgery covered the same as if surgery was performed as an Inpatient.

The following additional benefits will become effective January 1, 1992.

a. One annual cancer screening to include Mammogram, PAP smear, colorectal, prostate, blood test for uterine cancer as applicable. Such annual tests shall be covered at 100% after $10.00 co-payment per doctor visit for in Network.

b. Prescription drugs paid at 100% at participating pharmacies after $5.00 co-payment for generic and $10.00 co-payment for brand name drugs. The above co-payments will be applied to each prescription and each refill.
c. Mail-order service for long-term maintenance prescription drugs - an $8.00 co-payment for brand name drugs will be required.

Blue Cross/Blue Shield HMO
Monthly rates for the period January 1, 1992 - December 31, 1992

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee</td>
<td>$230</td>
</tr>
<tr>
<td>Spouse</td>
<td>$230</td>
</tr>
<tr>
<td>Children</td>
<td>$112</td>
</tr>
<tr>
<td>Other</td>
<td>$327</td>
</tr>
<tr>
<td>Non-Medicare</td>
<td>$230</td>
</tr>
<tr>
<td>Medicare</td>
<td>$230</td>
</tr>
</tbody>
</table>

Co-payment for each participating doctor office visit - $10.00
Co-payment for generic drugs at participating pharmacies - $5.00
Co-payment for name brand drugs at a participating pharmacy - $10.00
If no generic drug is available, a $10.00 co-payment is required.

Teachers must elect a primary physician to provide primary care and to direct covered persons to other specialists.

CONTINUATION OF BENEFITS
In the event a teacher's contract is not renewed at the end of the regular school year and such teacher elects to continue medical, vision, and life insurance benefits under COBRA provisions, should such teacher subsequently be reemployed at the beginning of the following school year, the Board will reimburse the teacher for the amount the Board would have paid for medical, vision and life insurance benefits as the Board paid for other employees during July and August.
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this renegotiated Agreement on this 27th day of August, 1991 to be effective as stated herein.

THE SCHOOL BOARD OF BREVARD COUNTY

By: Kathy Carlson
   Chairman

Att: Chrisworth
   Superintendent of Schools

THE BREVARD FEDERATION OF TEACHERS
FEA/United, AFT, AFL-CIO, Local 2098

By: Frances L. Baer
   President

Att: Harold Carter
   Vice President
BOARD BARGAINING TEAM

Bob Barrett, Chief Negotiator
  Ann-Marie Brush
  Jerry Copeland
  Marjorie Ebersbach
  John Forbes
  Rita Galbraith
  Ella Greenwade
  Al Narvaez
  Judy Preston
  Tom Sawyer
  Bill Terry

UNION BARGAINING TEAM

Frances Baer, Chief Negotiator
  Diana Breedlove
  James Dorman
  Richard Flowers
  Sammle Graham, Jr.
  Charles McNeal
  Shirley Ross
  Joy Salamone
  Carla Stevenson
  Lynda Tempest
  Lloyd Williams

NON-DISCRIMINATION NOTICE

It is the policy of the School Board of Brevard County to offer the opportunity to students to participate in appropriate programs and activities without regard to race, color, religion, national origin, sex, handicap, marital status, or age, except as otherwise provided by Florida State Law.

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

Title IX/Section 504 Coordinator
Office of Civil Rights Compliance
Equity Act Coordinator
Florida Educational Equity Act

School Board of Brevard County
2700 St. Johns Street
Melbourne, FL 32940-6699
(407)631-1911