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AGREEMENT

between the

SCHOOL BOARD OF BREVARD COUNTY

JUN 21 1996

and the

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

4,000 teachers

1994-95

6/30/95

THE SCHOOL BOARD
OF BREVARD COUNTY FLORIDA
HUMAN RESOURCES SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FLORIDA 32940-6699

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AGREEMENT

This Agreement is made and entered into effective as of midnight August 16, 1994, 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, herinafter 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, the term "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 teachers's workday, the times 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 post mark 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 grievance(s) 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 to the teacher 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 a 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 Union and the Board.

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, other Union officers who are also active teachers with the district who are not on leave, and teachers whose leave days are charged to the twenty-seven leave days (27) as provided in this section, 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. 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 was 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, or 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 districtwide 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 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 a 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 begin 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 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 or 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 on 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 a 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 a revocation.

5. All dues collected in this matter 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 nor 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 1994-95:

a. September 5, 1994
b. November 11, 1994
c. January 16, 1995
d. February 20, 1995
e. March 27, 1995
f. May 29, 1995

4. 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.

5. 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.

6. Elementary Schools, through a Request for Proposal submitted to the District Restructuring for School Improvement (DSRIP) 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 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 DSRIP 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. All schedules for teachers' lunch shall reflect the thirty (30) minutes provided for duty-free lunch and may include the statement that the thirty (30) minutes will include time to escort students to the cafeteria.

a. The principal is encouraged to consider the availability of all nonbargaining unit personnel when assigning supervisory lunch room 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 7, 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 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 procedures which will allow the media center to remain open during such lunch serving time.

2. Except as provided herein, full-time teachers who are assigned 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, individual 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 purposes which could be better 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 preparation time shall be made available to the affected teacher for such preparation time.

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 sixty (260) minutes of preparation time during each full five (5) day workweek. Sixty (60) of the two hundred sixty (260) minutes may be outside the normal student day. If the workweek is less than five (5) days, such preparation time shall be reduced pro-rata fifty two (52) minutes per day for each day students are not scheduled to attend full time. It is the intent of the parties that the allowance to schedule sixty (60) minutes of planning time as provided herein, should not be used to lower the amount of planning that has normally been scheduled during the student day.

e. Except as otherwise provided herein, preparation time as provided herein shall be scheduled within the six and one-half (6 1/2) hour period of time immediately 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 (37 ½) 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 to 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 (37 ½) 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 (37 ½) hour workweek, then compensatory time shall be granted to the teacher. Additionally, workweek adjustments shall be allowed only when the length of the work assignment(s) does not cumulatively exceed thirty (30) minutes in a normal workweek. Assignments beyond the thirty (30) minutes in such workweek are subject to the compensatory time provisions of this Agreement. The rules governing compensatory time shall apply as stated in Article VI, Section C, paragraph 5.

In the event a teacher meets with a parent of his/her students and such meeting causes the teacher to extend his/her thirty-seven and one half (37 1/2) hour workweek, time spent at the parent conference shall be subject to compensatory time provided that the principal and teacher have prior mutual agreement that such parent conference time will qualify for compensatory time. Parent conferences as used herein are those parent conferences in addition to those found on the school calendar as adopted by the Board. The requirement of "prior mutual agreement" may be met by the principal establishing a building policy on such requirement.

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 the utilization within one (1) day of the request. Other requests will be acted upon within two (2) days of the request. In the event the principal does not act on any request for compensatory time within the specified time frames, the request shall be considered approved. Provided that in circumstances where the requesting teacher is not assigned to the same worksite as his/her principal, such responses shall be extended by three (3) days. When a teacher applies for compensatory time two (2) or more school days prior to the day compensatory

time is requested to be used, the applicant cannot be required to supply his/her own substitute as a condition of approval for such compensatory time request.

4) Time limits as prescribed herein may be waived by the principal without precedent and at his/her discretion.

5) Failure of a teacher to utilize approved compensatory time may result, at the principal's discretion, in the reduction of such time from the teacher's accrued compensatory time balance.

6) In the event a teacher qualifies for compensatory time as provided herein and the teacher makes proper application which is subsequently denied, up to twelve (12) hours of such denied compensatory time shall be carried forward to the next school year. Such twelve (12) hours may be used at the teacher's option as either sick leave for the same purposes as other sick leave may be used or as personal leave charged to sick leave as provided in Article XIV.

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 compensatory time as provided herein and 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 non-student 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 post planning day as scheduled on the school calendar as adopted by the Board , such denial shall give the affected teacher(s) the right to use, at his/her option, compensatory time in lieu of and for the same purpose(s) as sick leave. The amount of any such compensatory time 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 a 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 Supplement for Extracurricular and Supplemental Compensation.** If such assignment is not included in the **Schedule of Supplements,** the amount paid for such assignment shall be as determined by the Board.

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 rate shall be no less than the rate allowed by law. In the event that 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 home 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 to 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 of 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 of 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. A teacher selected to teach in the District's academic summer school program shall receive the rate of pay as reflected on the previous school year's salary schedule. Each full time teacher who is selected to teach summer school 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 credited. A teacher who has accrued sick leave available to him/her shall be allowed to use such sick leave in order to be absent from his/her summer school teaching duties. The reasons for use of sick leave are the same as for such use during the teacher's normal work year. All summer school teaching positions shall be advertised and preferential consideration shall be given to continuing contract and professional services contract teachers who are certified in fields required for summer school programs. In the principal's determination as to which teachers shall be assigned to summer school, the principal shall ensure that a fair and equitable rotation of teacher applicants is established.

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

H, 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 experience

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. The parties agree that the provision for student supervision is primarily the responsibility of the professional employees in order to ensure a safe school environment. Supervisory duty assign-

ments shall be reviewed by the principal and a faculty committee to ensure adequate supervision and equitable distribution of assignments. Faculty volunteers to the committee will be sought and all volunteers will be able to serve on the committee.

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 coverage.

14. On inservice days as reflected in the Board-adopted district calendar, except as otherwise provided below, a teacher may exercise his/her option of attending the inservice, remaining on duty at his/her school, or requesting compensatory time, provided that when a teacher signs up to attend an inservice program he/she may neither remain in the building nor request compensatory time instead of attending such program. Inservice programs which are requested by Restructuring for School Improvement Teams, and newly adopted programs or changes to existing programs, may also carry a requirement for attendance. When District records show that a teacher has had, within the three (3) previous years, a specific inservice experience which is being required, the teacher may attend at his/her option.

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 applicant must file the application. Such notice shall also include information indicating the salary range for the position and procedures for application.

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

   C. A notice of promotional vacancy shall reflect the anticipated location of the vacancy if known.

6. A notice of instructional task forces and workshops to be appointed shall be posted in each school at least fifteen (15) calendar days prior to the closing of the application period for appointment thereto. Such notice shall include the criteria pertinent to the appointment. In filling such positions consideration shall be given to the prior opportunity of teachers to serve on such similar task forces and workshops so that they may be shared equitably among qualified teachers seeking such appointments.

7. 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 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 a 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 the 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 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 interview 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 priority 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 contained 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 apprisal 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. Apprisal 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. The District procedures for reappointment of annual contract teachers including anticipated timetables and notification processes shall be provided in writing to all nonrenewed annual contract teachers prior to the deadline for reappointment of such teachers.

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 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 will 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. Implementation of the Intervention Program shall begin at the beginning of the 1994-95 school year.

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 within fifteen (15) workdays of the date on which the 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 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 purpose(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 construed 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 construction, and schools in the planning stages, teachers shall be included in the planning, including but not limited to providing 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, duplicating equipment, and copy machines for use by a teacher who is regularly assigned to that school. Such use shall be for the purpose of assisting the teacher in preparation of instructional materials to be used in that particular school or in any other school in which that teacher has instructional duties.

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 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. Each teacher may, at his/her option, submit to the principal his/her recommended guidelines for

persons other than school district employees to visit his/her classroom. If approved by the principal, the teacher's plan shall be implemented.

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 from 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.

14. The Board agrees to provide physical education teachers with appropriate information regarding the dangers of long term exposure to the sun and elements.

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 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 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 the 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 own 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: Chapter 229, Florida Statutes, provides for, "A system of school improvement and accountability," and this Blueprint 2000 legislation definitively sets forth the directions and requirements by which each school district must be driven. The parties agree to use these directions and requirements 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. School Improvement Team: The individual School Improvement Team's composition and representation shall be as prescribed by law provided that in all cases the number of parent representatives shall be equal to the number of teacher representatives.

4. No member of the school team shall have the authority to limit the scope of areas which may be topics for discussion by the school team.

5. Waiver request: A School Improvement Team shall adhere to the following process when it wishes to request a waiver of an existing policy, provision of the Collective Bargaining Agreement, or rule.

   a. Waivers of School Board policy shall be submitted to the Superintendent on a form provided by the Board. The Superintendent will process the request and shall recommend approval or disapproval to the School Board as required by law.

   b. Waivers of any provision of the Collective Bargaining Agreement between the parties shall be submitted to the President of the BFT and to the Director of Labor Relations of the School District. After approval or disapproval by the parties, the request shall then be submitted to the Superintendent for action as described for a Board Policy waiver request.

   c. Waivers of any other type over which the School Board has no jurisdiction shall be sent to the Superintendent and final determination as to pursuing the request shall be made by the School Board.

6. Realizing that School Improvement activities may carry over beyond the normal teacher workweek, nothing in this Agreement shall be construed so as to prohibit the principal from approving compensatory time for teachers for such activities.

Section O - Year-Round Schools (Modified Calendar)

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

Section P - Inclusion

No later than October 1, 1994, there shall be formed a ten (10) member joint committee with five (5) representatives appointed each by the Superintendent and the Union to review the impact that current pilot school inclusion program(s) have on the employment conditions of teachers. Prior to additional implementation of programs designated as inclusion program(s), the parties agree to reopen negotiations on the impact of such action unless otherwise mutually agreed to by the parties.

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. Individual 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 opportunity to input his/her feelings regarding the disposition of the referral. Discipline procedures shall stress the importance of uniform application. When the offense is serious enough to warrant suspension of the student in accordance with the School Board policy and/or the School Discipline Plan, such referred student will not be returned to the teacher's class the same 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 accompanies the student.

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

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 student from class when the misbehavior or disruptive effect 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. Teacher's desks and lockers shall not be entered or searched except in an emergency or when it shall be necessary to locate a teacher's plan book 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 (1/2) 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. In the event a JROTC teacher's active duty pay would be less than the amount he/she would receive as a Type E employee, the JROTC teacher shall receive the higher amount.

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 post planning. Anything in this Agreement to the contrary notwithstanding, such ten (10) workdays after postplanning shall be normal workdays and 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 (2 ½) 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 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 become 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.

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

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

ARTICLE XI

POLITICAL ACTIVITY

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

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

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 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 (1/2) of this accumulated 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 (1/2) 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 (1/2) of the teacher assigned workday unless otherwise allowed by the principal.

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

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

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

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

c) Any form of work stoppage.

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

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

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

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

b. Such leave 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 emergency sick 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-the-line-of-duty leave. The term "event" as used herein shall mean an unforeseen, unexpected, or sudden happening, the nature of which is such that the injury sustained can logically be expected to result.

4. Professional Leave

Professional leave not to exceed thirty (30) calendar days may be granted to teachers when the experience shall be deemed to be of 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 post planning 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, 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 the 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 any 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 Leaves

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 as personal leave without pay.

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

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

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 the purpose of participating in the following:

1) Exchange teaching program.

2) Military teaching program.

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) years. Upon return from such leave, the teacher shall be credited with the 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 maximum 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 the 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 continuity 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) year. Upon proper reapplication, 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 exhausted. 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 the 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 1994-95 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. Prior to reducing the number of continuing contract/professional services contract teachers as provided herein, the Union shall be given the opportunity to express its views regarding such reduction. 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 the 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 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 assignments.

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

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 both 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 re-enrollment deadline. The Board agrees to explore with the Union ways which would involve teachers in the enrollment process. During the period January 1, 1995, through December 31, 1995, any increase in employee and/or dependent

premium cost shall be borne by the Board. Specific rates are shown for informational purposes in the Appendix of this Agreement and shall be the same rates as in calendar year 1993. Effective January 1, 1995, the Board agrees to continue the current Board contribution to the district flexible compensation plan of $244.00 per month for teachers who elect the Preferred Provider Organization (PPO) option and $230.00 per month for the teachers electing the health Maintenance Organization (HMO) option. Except as otherwise provided herein, effective January 1, 1993, 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, 1993, 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 addition, 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 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 benefit 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 Agreement. 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 Committee 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 deduction, 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 providing 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.

Section H - Retirement Incentive Committee

In the event the Superintendent should decide to offer a Retirement Incentive Program to employees, there shall be formed a district committee for the purpose of developing a report to the Superintendent regarding a District Retirement Incentive Plan. The composition of such committee shall be: Three (3) appointed by the Brevard Federation of Teachers, three (3) appointed by Local Union 1010, three (3) administrators appointed by the Superintendent, three (3) other nonunit classified employees appointed by the Superintendent. The charge of the committee shall be developed and mutually agreed to by the Superintendent and the Brevard Federation of Teachers.

Section I - Personal Property

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

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

2. The teacher has received written approval from the school principal for the teacher to place the property at his/her worksite.

3. The teacher has provided the principal with written documentation as to the current market value of the property.

4. The teacher has taken reasonable precautionary measures to protect the property against damage, theft, loss or other covered perils.

5. The maximum claim limit for each loss shall be $300 per item.

6. The teacher shall pay the first $50 per item as his/her deductible amount.

7. Procedures, forms and information necessary for the processing of claims shall be developed by the District and the Union and provided to each school.

8. The approval or rejection of a claim filed under this coverage shall not be subject to the grievance procedure of this Agreement.

ARTICLE XVII

SALARY

A. The basic salaries for all Type "E" employees 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.

1994-95 Instructional Salary Schedule - Level I

YEARS EXPERIENCE	
0	$ 23,275
1	23,639
2	23,705
3	24,316
4	24,921
5	25,004
6	25,202
7	25,531
8	25,630
9	26,235
10	26,882
11	27,907
12	28,924
13	29,711
14	30,622
15	31,381
16	32,091
17	33,322
18	38,273

For Master's Degree (or Rank II equivalent pursuant to Florida Department of Education Rules), add $2,085 to the basic salary.

For Specialist's Degree (or Rank IA equivalent pursuant to the Florida Department of Education Rules), add $2,790 to the basic salary.

For Doctor's Degree (or Rank I equivalent pursuant to the Florida Department of Education Rules), add $3,510 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 ½) hour workweek, time spent on such assignments shall

be paid at the affected teacher's hourly rate. For each one hour of work time, the teacher shall be scheduled for no less than fifteen (15) minutes of preparation time.

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

B. Except as otherwise provided herein, 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 of fifteen (15) years. Beginning with the 1995-96 school year, the limit of ten (10) years out-of-state experience shall increase to eleven (11) years and each subsequent year thereafter shall be increased one (1) additional year until a maximum of fifteen (15) years for out-of-state teaching experience is reached at the start of the school year 1999-2000.

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 year shall be considered as one (1) full year of experience. If a full-time teacher works no less than one (1) full semester and such full semester has fewer than ninety-nine (99) days 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 and shall be paid to the date earned within the current fiscal year.

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

1. During the first three (3) years of 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 payment 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 the Florida Retirement System. The results of such review shall be reported to the Superintendent 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 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 pay dates 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 the 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 the 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.

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. Part of such effort shall include placing written notice of such vacancy on a bulletin board(s) in the teachers' lounge(s) or other area where teachers' mailboxes exist. The principal shall establish minimum qualifications for supplemental positions within a school and shall review all applicants who meet the minimum qualifications and make his/her determination as to who should fill the position. When other factors are judged to be equal, it is the intent of the district that teacher applicant(s) from the school with the vacant position shall be chosen.

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. In the event an elementary teacher plans to engage in an activity which he/she views as qualifying for a special Elementary Program supplement, the teacher may submit a written request for such supplement to

his/her principal. Such request shall contain the anticipated number of hours beyond the normal teacher thirty-seven and one-half (37 1/2) hour workweek. Upon review of the material, the principal shall submit the request in a timely fashion along with his/her recommendation for final determination, including his/her reasons for such recommendation.

H. Schedule of Supplements

CURRICULUM, INSTRUCTION & SUPERVISION		1994-95
Regional Science Fair Coordinator		1190
District Memory Match League Coordinator (Senior High)		485
Science Research Specialist Teacher		1700
*Resource Teacher - Full (n/a to Adult Ed.)		2105
*Resource Teacher - Half (n/a to Adult Ed.)		1053
*Lead Teacher - Exceptional Education		2105
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 area wide application	Per hour	16.00
Inservice Preparation & Teaching (Max. of 5 hours per day)	Per hour	21.50
Homebound Instruction (including travel)	Per hour	21.50
Coordinating Unit		2105
Department Head (Senior High)		670
Department Head (Junior High/Middle)		670
Team Leader (Jr. High/Middle)		670
Combination Team Leader and Dept. Head(Jr. High/Middle)		775
Forty hour Extended Workweek (for Seventh Period)		2360
MUSIC		
Band (Senior High		2400
Band (Junior High/Middle School)		1200
Assistant Band (High School)		1200
Orchestra (Senior High)		1000
Assistant Band (Junior High/Middle School)		600
Choral (Senior High)		1385
Choral (Junior High/Middle School)		775
Orchestra (Junior High/Middle School)		520
SERVICES & SPECIAL PROGRAMS		
Assistant Teacher/Peer Intervention		520
School Safety Patrol		585
Gymnastics (approved exemplary program only)		775
Drama (Junior High/Middle School)		785

1	Drama (Senior High)	1005
2	Memory Match	775
3	Forensics (Junior High/Middle School)	785
4	Forensics (Senior High)	1005
5	Pool Manager	1250
6	Yearbook or Newspaper (Junior High/Middle School)	775
7	Yearbook or Newspaper (Senior High)	965
8	Dance Corps (approved programs only)	615
9	Student Government (Junior High/Middle School)	615
10	Student Government (Senior High)	720
11	Special Olympics	720
12	Special Programs (approved programs only)	
13	(Elementary School)	330
14	BETA Club	330
15	Future Educators Club of America	330
16	Honor Society (Junior High/Middle School)	330
17	Honor Society (Senior High)	330
18	Senior Class Sponsor (Senior High)	485
19	Junior Class Sponsor (Senior High)	485
20	ROTC Drill Team, Color Guard, Rifle Team	
21	[Two (2) per school]	520
22	***Vocational Program (approved programs)	300
23	Odyssey of the Mind	250
24	Literary Magazine (Sr. High)	300
25	*TIPs AT (per intervention)	250
26	**TIPs CIC	300
27	*Teacher Intervention Program, Assisting Teacher	
28	**County Intervention Committee	
29		
30	ATHLETICS - SENIOR HIGH 10-12	
31	Athletic Business Manager	1110
32	Athletic Director	3090
33	Athletic Trainer - All Sports (licensed or certified only)	2000
34	Head Football	2690
35	Assistant Football	1700
36	J.V. Football	1700
37	J.V. Assistant Football	1580
38	Head Basketball	2085
39	J.V. Basketball	1110
40	Head Baseball	2085
41	Assistant Baseball	1110
42	Head Track	2085
43	Assistant Track	1110
44	Cross Country	1110
45	Golf	775
46	Head Wrestling	1980
47	J.V. Wrestling	1110
48	**Crew	750

1	**Head Swimming	1980
2	**Assistant Swimming	1110
3	**Cheerleader Sponsor	1590
4	**J.V. Cheerleader Sponsor	1465
5	Tennis	775
6	**Volleyball	1275
7	**J.V. Volleyball	835
8	Softball	2085
9	Assistant Softball	1110
10	Intramural Director	740
11	Intramural Instructor (Total of $1,480 per school)	740
12	Head Soccer	1664
13	Assistant Soccer	965
14	JV Soccer	965
15		
16	ATHLETICS- SENIOR HIGH 9-12	
17	Same supplements available as Senior High 10-12, with the	
18	addition of the following for the 9th grade athletic programs.	
19	Athletic Director	640
20	Head Football	1385
21	Assistant Football	935
22	Basketball	1070
23	Business Manager	640
24	Cheerleader Sponsor (Football)	745
25	Cheerleader Sponsor (Basketball)	745
26	Volleyball	745
27		
28		
29	ATHLETICS - JUNIOR HIGH	
30	Athletic Director	935
31	Head Football	1385
32	Assistant Football	935
33	Basketball	1070
34	Track	775
35	Intramurals (Total of $2,520 per school)	1260
36	Intramural Director	740
37	Cheerleader Sponsor (Football)	745
38	Cheerleader Sponsor (Basketball)	745
39	Volleyball (9th)	745
40	Volleyball (7th & 8th)	745
41		
42	ATHLETICS - MIDDLE SCHOOL	
43	Athletic Director	775
44	Basketball	1070
45	Track	775
46	Intramurals (Total of $2,520 per school)	1260
47	Intramural Director	740
48	Cheerleader Sponsor	745

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. 600

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.

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

Additional Compensation Schedule:

Head Football	$125 per game
Assistant Football	85 per game
Head Basketball	125 per game
Head Baseball	125 per game
Volleyball	125 per game
Softball	125 per game
Band Director	100 per game
Assistant Band Director	50 per game

All others, including track, cross country, golf, wrestling, swimming, tennis, soccer, cheerleader sponsors, receive $75 per game or event.

The parties agree to form a Supplemental Pay Study Group of equal representation for the purpose of comparing supplement amounts, number and types and to present a recommendation to the Superintendent no later than April 1, 1995. The report shall also include recommendations as to the feasibility of paying supplements based on years of experience in a particular supplemented position.

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 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 PREVIOUSLY NOT 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:	P.O. 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 immediately 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 1995-96 teacher work year.

C. Negotiations for a subsequent Agreement shall commence no later than May 1, 1995 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, 1995 through December 31, 1995.

Deductible		Stop Loss		
80/20 (PPO In Network)		Individual	$1,500	(In Network)
60/40 (PPO Out of Network)		Family	$3,000	(In Network)
Individual	$400	Individual	$2,000	(Out of Network)
Family	$800	Family	$4,000	(Out of Network)

During the plan year January 1, 1995 through December 31, 1995, 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

Monthly rates for the period January 1, 1995 to December 31, 1995.

80/20 In Network	
60/40 Out of Network	
Employee -	$244
Spouse -	$244
Children	$118
Other	$347
Non-Medicare	$244
Medicare	$160

PPO - Plan co-payment - $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 continue to be effective January 1, 1995.

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, limited to a thirty (30) day supply, 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, 1995 through December 31, 1995:

Employee -	$230
Spouse -	$230
Children -	$112
Other -	$327
Non-Medicare	$230
Medicare	$230

Co-payment for each participating doctor office visit - $10.00

Co-payment for generic drugs at participating pharmacies - $5.00.

Co-payment for brand name 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 the event a teacher's employment is terminated with the Board, the District shall calculate the coverage such teacher is due based on his/her premium contributions and appropriate insurance coverage shall be provided by the Board.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this negotiated Agreement on this 16th day of August, 1994 to be effective as stated herein.

THE SCHOOL BOARD OF BREVARD COUNTY

By: _____
Chairman

Attest: _____
Superintendent of Schools

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

By: _____
President

Attest: _____
Vice President

BOARD BARGAINING TEAM

Bob Barrett, Chief Negotiator
Ann-Marie Brush
Jane Chaney
Jerry P. Copeland
Ella Greenwade
Ann Mittman
Al Narvaez
Judy Preston
Bill Terry

UNION BARGAINING TEAM

Frances Baer, Chief Negotiator
Diana Breedlove
Richard Flowers
Pat Freeman
Robin Gipson
Marge Green
Debi Lusk
Shirlene Pryor
Ronn Rosen
Shirley Ross
Anne Spencer
Carla Stevenson
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, disability, marital status, or age, except as otherwise provided by Florida State Law.

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

Dr. Daniel T. Scheurer Equity Coordinator Assistant Superintendent Dept. of Curriculum Services	or	Ms. Marjorie Ebersbach Director, Secondary Education Dept. of Curriculum Services	School Board of Brevard County 2700 St. Johns Street Melbourne, Florida 32940-6699 (407) 631-1911

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

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

Mr. Jerry P. Copeland Assistant Superintendent Dept. of Human Resources Services	or	Ms. Sula Tucker Director, Employee Benefits Dept. of Human Resources Services	School Board of Brevard County 2700 St. Johns Street Melbourne, Florida 32940-6699 (407) 631-1911

This publication or portions of this publication can be made available to persons with disabilities in a variety of formats, including large print, Braille or audiotape. Telephone or written requests should include your name, address, and telephone number. Requests should be made to Kim Riddle, Exceptional Education Projects, 631-1911, extension 535, at least two (2) weeks prior to the time you need the publication. 9/94

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