

# **A G R E E M E N T**

between the

**SCHOOL BOARD OF BREVARD COUNTY**



and the

**THE BREVARD FEDERATION OF TEACHERS,  
Local 2098,  
FLORIDA EDUCATION ASSOCIATION, AFL-CIO,  
INC., AMERICAN FEDERATION OF TEACHERS,  
NATIONAL EDUCATION ASSOCIATION**

For

**PHYSICAL/OCCUPATIONAL THERAPIST  
ASSISTANTS**



2006-2007

## **TABLE OF CONTENTS**

		<b>Page(s)</b>
	<b>Agreement</b>	1
<b>Article I</b>	<b>Recognition</b>	2
<b>Article II</b>	<b>Definitions</b>	2-3
<b>Article III</b>	<b>Fair Practices</b>	3-4
<b>Article IV</b>	<b>Grievance Procedure</b>	
	Section A – Definitions	4
	Section B – Procedures	4-6
	Section C – General Provisions	6-8
<b>Article V</b>	<b>Union Rights</b>	
	Section A – Leave for Union Service	8-9
	Section B – Negotiations on School Time	9
	Section C – Bulletin Boards	10
	Section D – Union Meetings	10-11
	Section E – Distribution of Literature	11
	Section F – Superintendent – Union Conferences	11
	Section G – School Visitation by Union Representatives	11-12
	Section H – Union Representation at Board Meetings	12
	Section I – Union Representation on Board Committees	12-13
	Section J – POTA Directory	13
	Section K – Union Dues Deduction	13-14
	Section L – Other Deductions	14
	Section M – Time on Agenda of Faculty Meetings	14-15
	Section N – Use of School Supplies And Equipment	15
	Section O – Exclusivity Rights	15
<b>Article VI</b>	<b>General Conditions of Employment</b>	
	Section A – Fair Employment Practice	15-17
	Section B – Calendar	17

	Section C – School Day	17-18
	Section D – Evaluation	18
	Section E – Personnel Files	18-19
<b>Article VII</b>	<b>Termination of Employment</b>	19-21
<b>Article VIII</b>	<b>Leave with Pay</b>	
	Section A – Rules Governing	21-22
	Section B – Sick Leave	22-23
	Section C – Personal Leave	23-24
	Section D – Injury or Illness-In-Line-Of-Duty Leave	24
	Section E – Jury Duty or Duty As A Result Of A Subpoena	25
	Section F – Professional Leave	25
	Section G – Sick Leave Bank	25
	Section H – Sick Leave Buy Back	25-26
<b>Article IX</b>	<b>Leave Without Pay</b>	
	Section A – Leave of Absence	26
	Section B – Maternity Leave	26-27
	Section C – Military Leave	27-28
	Section D – Extended Illness	28
	Section E – Continuation of Benefits	28
<b>Article X</b>	<b>Rest and Lunch</b>	29
<b>Article XI</b>	<b>Inservice Training</b>	29
<b>Article XII</b>	<b>Safety and Health</b>	29
<b>Article XIII</b>	<b>Welfare</b>	
	Section A – Health Insurance	29-30
	Section B – Vision Insurance	30
	Section C – Dental Insurance	30
	Section D – Life Insurance	30
	Section E - Disability Insurance	30
	Section F – Tax Deferred Annuity Program	30
	Section G – Benefits Eligibility	31
	Section H – Extended Sick Leave Benefits	31
	Section I – Child Care	31
	Section J – Retroactivity of Contribution (Premium) Collections	31

<b>Article XIV</b>	<b>Salary</b>	32-34
<b>Article XV</b>	<b>Non-Discrimination</b>	34
<b>Article XVI</b>	<b>Conformity to Law and Savings Clause</b>	34
<b>Article XVII</b>	<b>Miscellaneous</b>	34-35
<b>Article XVIII</b>	<b>Matters Previously Not Covered</b>	35-36
<b>Article XIX</b>	<b>Rights of the Board</b>	36
<b>Article XX</b>	<b>Duration of the Agreement</b>	36
	<b>Appendix</b>	37-40

**AGREEMENT**

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This Agreement is made and entered into effective as of midnight August 23, 2006, by and between the School Board of Brevard County, Florida, hereinafter referred to as the "Board" and the Brevard Federation of Teachers, Local 2098, Florida Education Association, AFL-CIO, Inc., American Federation of Teachers, National Education Association, hereinafter referred to as the "Union."

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**ARTICLE I – RECOGNITION**

The Board hereby recognizes the Union as the sole and exclusive bargaining representative for the following Type "E", "J", (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:

Physical/Occupational Therapist Assistant (POTA)

**ARTICLE II – DEFINITIONS**

- A. The term **UNION** shall refer to the Brevard Federation of Teachers and its duly authorized representatives.
- B. The term **BOARD** shall refer to the School Board of Brevard County and all duly authorized representatives thereof.
- C. The term **AGREEMENT** shall mean the full and complete agreements between the Union and the Board.
- D. **ASSAULT AND BATTERY**
  - 1. An **"assault"** is an intentional, unlawful offer of corporal injury to another by force, or exertion of force directed toward another under such circumstances as to create a reasonable fear of imminent peril. The assault must be premised on affirmative act.
  - 2. A **"battery"** consists of the intentional infliction of a harmful or offensive contact on the person of another.
- E. The term **DISTRICT** shall refer to the School District of Brevard County.
- F. The term **FISCAL YEAR** shall mean July 1 to June 30, or as otherwise determined by the Florida Department of Education or higher authority.
- G. The term **PHYSICAL OCCUPATIONAL THERAPIST ASSISTANT** shall mean those employees who are appointed to work forty (40) hours per week and assist licensed physical or occupational therapists in the student's treatment plan.
- H. The term **PRINCIPAL** shall mean the head of any school to which POTA(s) are regularly assigned, or his/her designee.

- 1 I. The term **SCHOOL** shall mean building at a work location to which  
2 POTA(s) are regularly assigned.  
3
- 4 J. The term **SCHOOL DAY** shall mean the period of time during  
5 which POTA(s) are assigned to be at the school site.  
6
- 7 K. The term **SCHOOL SITE** shall mean buildings and grounds to  
8 which POTA(s) are regularly assigned.  
9
- 10 L. The term **STUDENT DAY** shall mean the hours of the day when  
11 the majority of students are required to attend their assigned  
12 schools.  
13
- 14 M. The term **SCHOOL YEAR** shall mean the period of time beginning  
15 with the first workday for POTAs and ending with their last  
16 workday, inclusive, as prescribed by the calendar as adopted by the  
17 Board.  
18
- 19 N. The term **SUPERINTENDENT** shall refer to the Superintendent of  
20 Schools of the School Board of Brevard County or his/her designee.  
21
- 22 O. The term **UNION REPRESENTATIVE** shall mean any person so  
23 designated by the Union President.  
24

### 25 **ARTICLE III – FAIR PRACTICES**

- 26
- 27 A. The Board hereby agrees that every Physical/Occupational  
28 Therapist Assistant, hereinafter referred to, as "POTA" shall have  
29 the right to organize, join, and support the Union. The Board  
30 agrees that it shall not directly or indirectly discourage, deprive, or  
31 coerce any POTA in the enjoyment of any rights conferred by this  
32 Agreement. The Board agrees that it will not discriminate against  
33 any POTA with respect to wages, hours, or any terms or conditions  
34 of employment by reason of membership in the Union, participation  
35 in any activities of the Union, negotiations with the Board, or  
36 institution of any grievance, complaint, or proceeding under this  
37 Agreement.  
38
- 39 B. The Board agrees that employment application forms and oral  
40 interview procedures for POTA's shall continue to omit any required  
41 reference to the applicant's membership in any employee  
42 organization, which seeks collective bargaining status.  
43

- 1 C. The Board agrees not to require any POTA to complete an oath of  
2 loyalty unless otherwise required by law.  
3

4 **ARTICLE IV – GRIEVANCE PROCEDURE**  
5

6 **Section A – Definitions**

- 7 1. A grievance is an allegation by a POTA that there has been a  
8 violation, misinterpretation, or misapplication of any of the  
9 specific provisions of this Agreement. Except by mutual  
10 agreement between the Board and the Union to the  
11 contrary, the filing of a grievance up to and including Step  
12 III shall be limited to one (1) specific provision of the  
13 Agreement per filing.  
14
- 15 2. For purposes of this article, the term “Physical Occupational  
16 Therapist Assistant” “POTA” shall mean either an individual,  
17 a group of POTAs having the same grievance, or the Brevard  
18 Federation of Teachers.  
19
- 20 3. For purposes of this Article, the term “principal” shall mean  
21 the administrative head or designee of the work site at  
22 which the POTA is regularly assigned.  
23
- 24 4. As used in this Article, the term “day” shall mean a regular  
25 POTA employment day except during the period of time  
26 outside the regular contract year when the term “day” shall  
27 mean Monday through Friday.  
28

29 **Section B – Procedures**

- 30 1. A representative of the Union shall have the right to be  
31 present and present his/her views at any formal meeting  
32 held pursuant to this Article. If the Union is not the  
33 grievant, it shall be notified of the time and place of such  
34 formal meeting concurrently with the transmission of notice  
35 to the POTA. In the processing of grievances, the POTA  
36 shall have the right at his/her option to represent  
37 himself/herself at his/her own expense, or at his/her own  
38 expense to be represented by some other person of his/her  
39 choosing at any formal meeting held pursuant to this Article.  
40
- 41 2. When a grievance meeting requires the attendance of a  
42 particular individual POTA, the time, date, and place for such  
43 meeting shall be set by the appropriate administrator  
44 provided that if such meeting is held before or after the



1 affected POTAs' workday, the times shall be by mutual  
2 agreement between the parties.

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

7  
8 **Step I (Informal)** - The POTA and, if the POTA desires, a Union  
9 representative, shall first informally discuss the grievance with his/her  
10 principal. A written agenda is not required before a Step I meeting is  
11 scheduled. The Union, when requesting a meeting to discuss an alleged  
12 grievance, will identify that the meeting is to discuss an alleged grievance  
13 and will identify the specific article, section, paragraph and subparagraph,  
14 if applicable, of the collective bargaining agreement that allegedly has  
15 been violated.

16  
17 **Step II (Formal)** - If not satisfied with the resolution of the grievance at  
18 Step I, the POTA may submit the completed grievance form to his/her  
19 principal. The filing of the Grievance at Step II must be within eighteen  
20 (18) workdays of the event-giving rise to the grievance. Within five (5)  
21 days of receipt of the Step II filing, the principal and the POTA shall meet  
22 in an effort to resolve the dispute. The POTA and the principal may  
23 mutually agree to waive the necessity to conduct the Step II meeting and  
24 allow the grievance to proceed forward to Step III. The principal shall  
25 submit his/her written decision to the teacher, with a copy to the Union,  
26 within seven (7) days of the Step II meeting, or if no Step II meeting is  
27 held, within five (5) days of the execution of the waiver described herein.

28  
29 **Step III (Formal)** - Within seven (7) days of the receipt of the Step II  
30 decision, the POTA, if not satisfied with the resolution of the grievance at  
31 Step II, may submit the completed grievance form to the superintendent.  
32 Within seven (7) days of receipt of the Step III filing, the superintendent  
33 or designee and the POTA shall meet in an effort to resolve the grievance.  
34 The superintendent or designee shall submit his/her written decision to  
35 the teacher, with a copy to the union, within seven (7) days of the Step  
36 III meeting.

37  
38 **Step IV (Formal)**

- 39 a. Within sixteen (16) calendar days of the receipt of the Step  
40 III response, the union, if not satisfied with the resolution at  
41 Step III, may submit a written demand for arbitration to the  
42 American Arbitration Association. The superintendent shall  
43 be concurrently notified of such demand. The parties agree  
44 that the postmark date shall be used to determine the date

1 submitted. In the event the superintendent's notification is  
2 provided in a manner other than U.S. Mail, such notification  
3 shall be received in the Office of Labor Relations as per the  
4 sixteen (16) calendar day timeline provided herein. The  
5 American Arbitration Association shall furnish one or more  
6 panels of arbitrators pursuant to its procedures. The parties  
7 agree to subscribe to the then prevailing practices of the  
8 American Arbitration Association.  
9

10 b. The arbitrator shall schedule a hearing as promptly as  
11 possible. He/She shall seek agreement of the parties as to  
12 the date of hearing, but such shall be scheduled within thirty  
13 (30) calendar days except as otherwise provided herein.  
14 The arbitrator shall issue his/her decision not later than  
15 thirty (30) calendar days from the date the hearing is  
16 concluded. Such decision shall be in writing and shall set  
17 forth the arbitrator's opinion and conclusions on the issues  
18 submitted. The decision shall be final and binding on the  
19 parties.  
20

21 c. The arbitrator shall be without power or authority to make  
22 any decision contrary to or inconsistent with, or modify or  
23 vary in any way the terms of this Agreement. He/She shall  
24 have no power to add to, delete from, or modify in any way  
25 any of the provisions of this Agreement. The arbitrator's  
26 award may include such remedy as shall be authorized by  
27 law.  
28

29 d. Fees and expenses of the arbitrator shall be shared equally  
30 by the Board and the Union.  
31

### 32 **Section C - General Provisions**

33 1. The right to proceed to the arbitration step of this procedure  
34 shall be limited to the Union. Except for mutual written  
35 agreement to the contrary, the Union's demand for  
36 arbitration shall be submitted so as to limit the scope of  
37 each such demand to only one (1) grievance. The parties  
38 agree that only subject to all of the conditions listed below,  
39 one (1) or more grievance(s) may be concurrently  
40 considered in dispute at the arbitration level only of the  
41 grievance procedure:  
42

- 43 a. All such grievances shall have the same grievant;
- 44 b. All such grievances shall have the same date of event

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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 POTA's principal or the superintendent is not given within the respective times by said provisions specified, the POTA 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 POTA to his/her principal or to the superintendent or designee may be given by hand by the POTA or his/her representative or by mailing it by certified mail, return receipt requested, addressed to the principal or the superintendent or designee at their respective offices. Any notice or decision to be given to the POTA may be given to the POTA by hand by the principal or superintendent or designee or their representative or by mailing by certified mail, return receipt requested, addressed to the POTA 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

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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 POTA 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.

- 1           4.       Except for paragraph 3 above, the cost of substitute(s)  
2                   incurred as a result of such leave shall be at the expense of  
3                   the Union.  
4  
5           5.       No more than four (4) days notice shall be required for such  
6                   leave application.  
7  
8           6.       No more than eleven (11) days of such leave shall be taken  
9                   by any one teacher during any given school year. No more  
10                  than five (5) of such days may be taken consecutively.

11  
12   Leave of absence without pay shall be granted by the Board for the  
13   purpose of serving as an officer of the Brevard Federation of Teachers  
14   [limited to four (4)] and the Florida Education Association. Request for  
15   leave shall be made upon written application of such teacher to the  
16   Superintendent at least twenty-five (25) calendar days prior to the onset  
17   of the semester in which the leave is to begin. Such leave shall not be for  
18   less than one (1) school year. Such leave shall not be renewable for any  
19   longer than the duration of this Agreement.

20  
21   Union officers described above, other Union officers who are also active  
22   teachers with the district who are not on leave, and teachers whose leave  
23   days are charged to the twenty-seven leave days (27) as provided in this  
24   section, shall be allowed to participate in Board approved benefit plans,  
25   Florida Retirement, and Social Security plans which are available to other  
26   district teachers. Such participation shall be at no additional cost to the  
27   Board other than the cost the Board already incurs for its employees.  
28   Written procedures shall be developed which are mutually acceptable to  
29   the Board and the Union. Mutual agreement or the lack of same shall not  
30   be subject to the grievance procedure of this Agreement.

31  
32   **Section B - Negotiations on School Time**

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

38  
39   If other activities directly related to this Agreement and mandated by law  
40   or this Agreement are conducted during the regular teacher workday,  
41   leave of absence sufficient to conduct such necessary activities shall be  
42   granted to the affected teachers without loss of pay or accumulated leave.

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1 **Section C - Bulletin Boards**

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

27

28 **Section D - Union Meetings**

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

43

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

9  
10 **Section E - Distribution of Literature**

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

26 **Section F - Superintendent - Union Conferences**

27 The superintendent shall meet at a mutually agreeable time in his/her  
28 office with the president of the Union or designee and either a Union vice  
29 president or a representative of the Florida Education Association or the  
30 American Federation of Teachers for a limit of two (2) Union  
31 representatives in any one meeting to discuss matters relating to the  
32 implementation of this Agreement, provided (except by mutual consent)  
33 such meetings shall not occur more often than once each calendar month,  
34 and provided further that at least seven (7) calendar days written notice  
35 shall be given for the request of such meeting and the request shall  
36 include the suggested agenda for such meeting.  
37

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

39 Authorized Union representatives shall be allowed to visit schools where  
40 teachers are assigned to conduct Union business under the following  
41 conditions:  
42

- 43 1. The Union shall provide the Director of Labor Relations the  
44 names in writing of the persons who are authorized by the

- 1 Union to participate in such visits provided that the Union  
2 shall only alter the list three (3) times each school year.  
3  
4 2. Immediately upon arrival at the school site, the Union  
5 representative shall report to the reception area of the  
6 administrative offices and shall indicate to the principal the  
7 purpose for such visit.  
8  
9 3. Such visitation shall in no way disrupt or interfere with  
10 educational procedures or programs.  
11  
12 4. No more than three (3) Union representatives, not to include  
13 the Union building representative, shall be present in any  
14 single work location at any one time.  
15  
16 5. Such visitations shall not be used for tax sheltered annuity  
17 presentations or partisan political activity.  
18  
19 6. The parties agree to make financial information available to  
20 teachers which will aid in their personal financial planning.  
21 The intent of such information is to provide financial  
22 planning information to employees rather than promote any  
23 company or individual's business opportunity.  
24

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

- 26 1. The Union shall have the right to request to be placed on  
27 the Board agenda at all regular Board meetings. The Board  
28 shall provide the Union at no cost with one (1) copy of the  
29 materials relating to all public Board meetings which are  
30 generally distributed to the press at a time after said  
31 materials are made available to the Board, but no later than  
32 when materials are distributed to the press for any regular  
33 meeting of the Board. One (1) copy of the printed minutes  
34 of the Board shall be supplied to the Union at no cost when  
35 said materials are made available to the Board.  
36  
37 2. The Board shall provide each school with a copy of the  
38 summary agenda of regular Board meetings to be posted in  
39 a conspicuous location.  
40

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

42 If the Board shall determine to appoint a district-wide committee, which  
43 shall include more than five (5) teachers thereon who shall not be entitled  
44 to additional financial compensation excluding mileage for such committee



1 participation and which shall be charged to review and/or report on  
2 curricular matter(s) directly affecting the working conditions of teachers,  
3 the Union President shall be invited to submit to the superintendent the  
4 name of at least one (1) teacher who shall be named to the committee. In  
5 the instance of a committee to deal with curriculum matters as described  
6 above, the names of the anticipated appointees shall be submitted in  
7 writing to the Union president or his/her designee who may select one  
8 teacher from such list as a Union representative. Such selection by the  
9 Union President shall be within seven (7) calendar days of his/her receipt  
10 of such list. If the Union President wishes to select a teacher who is not  
11 on the anticipated committee list, he/she may do so and that teacher will  
12 be added to the committee as the Union representative. Such Union  
13 selected teacher shall meet the district requirements for committee  
14 participation prior to such appointment as the Union representative.

15

16 **Section J – Physical/Occupational Therapist Assistant Directory**

17 Upon the written request of the Union President or designee, the Board  
18 shall provide four (4) times each year, without cost a listing of POTA by  
19 school which shall include their full names, full home mailing addresses,  
20 and their major grade or subject assignment.

21

22 **Section K - Union Dues Deduction**

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

26

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

30

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

34

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

42

43 4. The authorization for deduction shall remain in effect until a  
44 written revocation from the teacher is received by the Board

1 and the Union at least thirty (30) calendar days in advance  
2 of the payroll date on which the deductions are to cease.  
3 Termination of employment shall constitute a revocation.  
4

- 5 5. All dues collected in this matter shall be remitted to a  
6 designated Union official or designee within ten (10)  
7 workdays following such deduction. Costs incurred by the  
8 Board in making such deductions shall be borne by the  
9 Board. The Union agrees to indemnify and hold harmless  
10 the School Board and its members, all of its agents and  
11 employees against any and all loss arising from any claims,  
12 suits, demands, or other actions arising from any action  
13 taken hereunder.  
14

15 **Section L - Other Deductions**

16 The Board agrees to deduct a uniform deduction and/or assessment for  
17 Union insurance programs from the paycheck, provided such deduction  
18 shall be authorized in writing by the teacher and the amount authorized  
19 shall remain uniform for the entire school year. All of the other provisions  
20 of Section K of this Article shall also be applicable to this deduction,  
21 except that the amount deducted for an individual insurance program  
22 shall not vary during the fiscal year. The amount deducted shall be  
23 transmitted to the Union along with the Union dues. The Union shall be  
24 responsible for the disbursement of such funds. The amount of such  
25 deduction shall be added to the amount of dues deducted pursuant to  
26 Section K and the total reflected on the payroll stub, under the category of  
27 Union dues, provided that should a separate additional slot become  
28 available on such payroll stub, the Board shall report such deduction(s)  
29 pursuant to this Section separately as soon as procedures necessary for  
30 such change can be accomplished.  
31

32 **Section M - Time on Agenda of Faculty Meetings**

33 A Union building representative shall be allowed to announce at faculty  
34 meetings the time and place of Union meetings provided that the  
35 following conditions are met:  
36

- 37 1. The place in the meeting at which such announcements shall  
38 be given shall be scheduled by the principal.  
39  
40 2. Sufficient time shall be allowed for announcements limited to  
41 official Union business.  
42  
43 3. The principal shall provide a teacher with the opportunity to  
44 complete Union bargaining and/or calendar surveys and/or

1 to view presentations on Educational Research and  
2 Dissemination (ER&D) programs and other programs, which  
3 are endorsed by the district. Such programs must have a  
4 direct application to the role of the teacher and the  
5 presenter will be a person who is trained in such programs.  
6 Teacher attendance at such presentations shall be voluntary  
7 unless such programs are a required part of the regular  
8 faculty meeting.  
9

10 **Section N - Use of School Supplies and Equipment**

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

- 15  
16 1. The Union shall reimburse the Board the cost of all materials  
17 used and any per-copy cost incurred by the Board.
- 18  
19 2. The Union shall assume full responsibility for any damage to  
20 such equipment.
- 21  
22 3. The use of such equipment or materials shall not interfere  
23 with the instructional nor administrative needs of the school.
- 24  
25 4. The amount of such use of materials and supplies shall be  
26 promptly reported to the principal in writing.
- 27  
28 5. Equipment may not be removed from the site without the  
29 prior approval of the principal.  
30

31 **Section O - Exclusivity Rights**

32 Except as otherwise provided by law, rights granted to the Brevard  
33 Federation of Teachers in Article V of this Agreement shall not be granted  
34 to any other union or employee organization which is organized for the  
35 purpose of representing teachers in collective bargaining.  
36

37 **ARTICLE VI – GENERAL CONDITIONS OF EMPLOYMENT**

38  
39 **Section A – Fair Employment Practices**

- 40 1. All reports and forms required by the Board to be completed  
41 shall be completed on paid time.
- 42  
43 2. Each employee shall have the right to inspect his/her  
44 permanent file. Such examination shall be done during

1 normal business hours pursuant to an appointment made for  
2 such purposes, provided that the appropriate administrator  
3 may waive the need for an appointment. A representative  
4 of his/her choice may accompany the employee, and a  
5 representative of the Board may also be present during such  
6 review. The employee shall not permanently remove any  
7 item from his/her file, but shall be allowed copies of such at  
8 cost. The section shall not be applicable to  
9 recommendations or appraisals from other employers, or  
10 other such references.  
11

12 a. When any complaint, reprimand, or other such  
13 evaluative material is added, deleted, or changed in  
14 an employee's permanent file, a copy of the same  
15 shall be made available to the employee, who shall  
16 acknowledge receipt of the same. If any employee is  
17 required to sign any such material within his/her file,  
18 such signature shall designate receipt only and not  
19 agreement.  
20

21 If the Board chooses not to investigate a complaint,  
22 no copy of record shall be placed in the employee's  
23 personnel or department file. Uninvestigated  
24 complaints shall not be used as a basis for any  
25 reprimand, other disciplinary action, or evaluation.  
26 Anonymous information shall not be placed in a  
27 POTA(s) personnel file.  
28

29 b. All employees shall have the right to comment,  
30 responsively, without censorship, on all such  
31 evaluative material and said comments shall be  
32 included in their official records. Any such response  
33 must be submitted within fifteen (15) workdays after  
34 such material is provided to the employee. Such  
35 response shall be attached to file copies of such  
36 evaluative materials\ to which the response is  
37 directed. Material shall be released outside of the  
38 Board as required by law and as the interests of the  
39 Board and/or the employee clearly require. If  
40 released, the employee shall be advised of the same  
41 to the extent permitted by law.  
42

43 c. An employee shall be entitled to have present a  
44 representative when being officially reprimanded or

1                   disciplined. No reprimand or discipline shall be  
2                   discussed by the administrator(s) or representative  
3                   involved in the presence of students, parents, or  
4                   employees not involved in the events giving rise to  
5                   such reprimand or discipline. Provided this shall not  
6                   preclude such discussion as is necessary to establish  
7                   the facts and/or to process such reprimand or  
8                   discipline to the School Board.

- 9  
10                   d. A POTA may place in his/her personnel file a  
11                   reference to, or a summary of, honors, awards, and  
12                   official commendations that relate directly to the  
13                   POTA's duties.

14  
15                   **Section B – Calendar**

- 16                   1. The regular school year for all POTA's covered by this  
17                   Agreement shall consist of no more than one hundred eighty  
18                   (180) student days and one hundred ninety-six (196)  
19                   workdays inclusive of paid holidays with a 40-hour  
20                   workweek.  
21  
22                   2. The following days shall be designated as paid holidays for  
23                   the fiscal year 2006-2007:  
24  
25                   a. September 4, 2006  
26                   b. November 23, 2006  
27                   c. November 24, 2006  
28                   d. January 1, 2007  
29                   e. January 15, 2007  
30                   f. April 6, 2007

31  
32                   **Section C – School Day**

- 33                   1. A POTA may request to leave the school site during his/her  
34                   workday.  
35  
36                   2. An employee required by the Board to provide his/her  
37                   personal transportation shall be reimbursed by the Board at  
38                   no less than the rate allowed by law. Such requirement  
39                   shall not include routine travel to and from the employee's  
40                   home and the worksite to which assigned.  
41  
42                   3. If POTA(s) are required to provide services at more than one  
43                   school, one school shall be designated as his/her home  
44                   base. Except as otherwise provided herein, teachers who

1 are assigned to teach in more than one school and such  
2 assignment results in his/her traveling between such schools  
3 during the student day, such POTA(s) shall suffer no loss of  
4 the rights conferred by this Agreement.  
5

- 6 5. The parties agree that the provision for student supervision  
7 is primarily the responsibility of the professional employees  
8 in order to ensure a safe school environment. Supervisory  
9 duty assignments shall be reviewed by the principal and a  
10 faculty committee to ensure adequate supervision and  
11 equitable distribution of assignments. Faculty volunteers to  
12 the committee will be sought and all volunteers will be able  
13 to serve on the committee.  
14

#### 15 **Section D – Evaluation**

16 Evaluations for POTAs shall be in accordance with the Board’s established  
17 procedures for the evaluation of hourly employees.  
18

#### 19 **Section E – Personnel Files**

- 20 1. A POTA shall have the right to submit written response to  
21 discipline or evaluations and such response shall be placed  
22 in the personnel file of the POTA, provided such response  
23 shall be within fifteen (15) workdays of the date on which  
24 the complaint or evaluative material was made known to the  
25 POTA. Such response shall be attached to all file copies of  
26 the material.  
27
- 28 2. A POTA may place in his/her personnel file a reference to, or  
29 a summary of honors, awards, and official commendations,  
30 which relate directly to the POTA’s duties.  
31
- 32 3. Anonymous information shall not be placed in a POTA’s  
33 personnel file.  
34
- 35 4. A POTA shall have the right to review his/her personnel file  
36 during normal business hours and when the POTA is not  
37 otherwise assigned, provided such review shall be conducted  
38 in the presence of the administrator or designee in charge of  
39 such file. A POTA shall have the right to reproduce any  
40 material in his/her personnel file.  
41
- 42 5. Except as provided by law, a POTA’s personnel file shall be  
43 open to inspection only by the School Board, the  
44 Superintendent, the principal, the individual POTA to whom

1 the file applies and a representative who may accompany  
2 the POTA during such inspection.

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

9 **ARTICLE VII – TERMINATION OF EMPLOYMENT**

10  
11 A. An Employee who has completed ninety (90) calendar days of  
12 continuous service shall not thereafter be discharged except for  
13 just cause. Extensions to this period for no more than sixty (60)  
14 calendar days may be granted by mutual written consent of the  
15 Board and the employee. An employee on a paid leave of absence  
16 shall be deemed to be in continuous service. Employees who have  
17 not completed such period of employment may be discharged  
18 without recourse and shall not be subject to Article IV herein nor  
19 otherwise challengeable under any other provisions of this  
20 Agreement.

21  
22 B. An employee whose employment with the board is terminated  
23 (other than layoff) and thereafter is reemployed by the Board in  
24 the same job classification that he/she held immediately prior to  
25 termination shall be placed at the beginning level of his/her pay  
26 grade upon such reemployment. Provided that this provision may  
27 apply at the Board's discretion to such employees whose  
28 reemployment date falls within the six (6) calendar months  
29 immediately following the date of termination as provided herein.

30  
31 C. The term "just cause" as used herein shall include but not be  
32 limited to the following reasons. It is agreed that an employee who  
33 the Board determines to have committed any of the acts listed  
34 below shall be cause for immediate termination. This paragraph  
35 shall not be construed so as to require the Board to terminate an  
36 employee when it is determined by the Board that other disciplinary  
37 action may be more appropriate.

- 38  
39 1. Selling, using, being under the influence of or in possession  
40 of narcotics, intoxicants, drugs, or hallucinatory agents  
41 during working hours or reporting for work in such  
42 conditions.  
43

- 1           2.     Defacing, destroying, or otherwise doing harm to Board  
2           property.  Provided that the terms defacing, destroying,  
3           and/or harming as used herein shall not be construed to  
4           mean actions of an employee which are considered part of  
5           his/her normal work responsibilities nor any damages  
6           resulting therefrom.  
7
- 8           3.     Stealing, dishonesty, misconduct, or willful neglect of duty.  
9

10   D.     Corrective Measures

11     Discipline shall be corrective and progressive in nature, and shall be  
12     given as soon as possible in relationship to the event giving rise to  
13     such action, but in no case more than seven (7) working days after  
14     the investigation is complete.  Employees who are terminated for  
15     reasons other than the types of reasons described above shall be  
16     provided with the sequence of corrective measures as provided  
17     below:

- 18
- 19     1.     **First offense** – oral warning – no less than one (1) oral  
20     warning shall be required provided that additional oral  
21     warnings may be used at the Board’s discretion.  Oral  
22     warnings shall be reduced to writing and placed in the  
23     employee’s file, and signed by the employee as an  
24     acknowledgment of receipt.  
25
- 26     2.     **Second offense** – written reprimand if within ten (10)  
27     calendar months of the first offense.  
28
- 29     3.     **Third offense** – suspension by the Superintendent without  
30     pay for no more than three (3) days.  
31
- 32     4.     **Fourth offense** – termination.  The Board may, at its  
33     option, as a measure alternative to termination, return the  
34     employee to probation for a specified period of time in  
35     writing.  It is the intent of the parties that such return to  
36     probation is for the purpose of stimulating the employee to  
37     improve his/her actions.  An employee so returned shall  
38     suffer no loss of pay by reason of being returned to  
39     probationary status.  
40

41     Corrective measures taken under (1) and (2) above shall be  
42     taken for sufficient reason(s) and such actions shall not be  
43     subject to the arbitration step of the grievance procedure of  
44     this Agreement.  In the event that an employee is not



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terminated within fourteen (14) calendar months after either (1), (2), or (3) above, a notice will be placed in the employee’s file stating that termination was not necessary for the infractions giving rise to the actions of (1), (2), or (3).

The term “offense” as used herein shall not be construed so as to necessarily mean the same offense and may be applied to any act of the employee whether or not of the same type.

In actions of either (1), (2), or (3) above, the immediate supervisor of the affected employee shall schedule a meeting with the employee in order to discuss the action (s) above.

- E. The written actions in “D” above shall have as part of their content the briefly stated reasons for the discipline.

**ARTICLE VIII – LEAVE WITH PAY**

**Section A – Rules Governing**

- 1. While on approved paid leave of absence, a POTA shall continue to receive the benefits of group fringe benefit plans, which are provided by the Board for POTAs who are not on leave of absence. A POTA 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 POTA.
- 2. Upon the expiration of any approved leave of absence, and if all the conditions of such leave have been met by the POTA, the Board shall continue to employ such POTA under the same circumstances and subject to such conditions as though such POTA 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

1 submission requirement shall be waived in instances of sick  
2 leave, which preclude such notice.

3  
4 **Section B– Sick Leave**

5 1. Accrual

6 Each employee shall be credited with four (4) days of sick  
7 leave at the end of the first month of employment of each  
8 normal contract year. Thereafter, he/she shall be credited  
9 with one (1) day of sick leave for each month of  
10 employment. In the event an employee is employed for less  
11 than four (4) months during a work year, the four (4) days  
12 shall be prorated. An employee who is assigned to normally  
13 work less than forty (40) hours per week shall only be  
14 credited with his/her pro-rata share of sick leave as provided  
15 herein. No employee may earn, during any fiscal year, more  
16 than a total of one (1) day of sick leave for each complete  
17 month of employment. Except as provided herein sick leave  
18 shall only be used up to the maximum amount earned. The  
19 Board shall credit employees with earned sick leave at the  
20 beginning of each payroll period, not to exceed two (2)  
21 payrolls per month.

22  
23 2. Usage

24 Sick leave may be used for either personal illness (including  
25 illnesses or disablement related to or disablement due to the  
26 birth of a child, provided the matters prescribed within these  
27 parentheses shall not be applicable to any employee on  
28 maternity leave) or illness or death of a child, spouse,  
29 parent, brother, sister, grandparent, grandchild, aunt, uncle,  
30 niece, nephew, child’s spouse, father-in law, mother-in-law,  
31 sister-in-law, brother-in-law, or a person residing in the  
32 same household as the employee.

33  
34 Sick leave days shall be used for absences during the  
35 regularly scheduled workday to the extent of the total  
36 number of days the employee has accumulated from year to  
37 year. Pay for each day of sick leave utilized shall be  
38 calculated at the employee’s straight time hourly rate. Sick  
39 leave pay shall be applicable to regularly scheduled  
40 workdays only. As used herein “day” shall mean the normal  
41 workday of the employee.

- 1           3.     Termination  
2                 In the event an employee terminates his/her employment  
3                 and has not accrued the four (4) days of sick leave available  
4                 to him/her, the Board shall withhold from the employee's  
5                 pay the average daily amount for sick leave used but  
6                 unearned.  
7  
8           4.     Summer Work Accrual and Usage  
9                 Employees who are selected for summer work shall accrue  
10                and may use sick leave during such summer assignment.

11  
12 **Section C – Personal Leave**

- 13           1.     Except as otherwise provided herein, an employee shall be  
14                 granted up to six (6) days of accumulated sick leave from  
15                 the employee's personal sick leave balance each fiscal year  
16                 for personal reasons as provided herein.  
17  
18           2.     Written application for such leave shall be submitted to the  
19                 supervisor, except in an emergency, no less than two (2)  
20                 workdays prior to the beginning of such leave.  
21  
22           3.     Each application for such leave shall reflect as the reason for  
23                 the leave request the following disclaimer: ***The purpose***  
24                 ***for which this leave is taken is not a violation of the***  
25                 ***provisions of the Collective Bargaining Agreement.***  
26  
27           4.     Personal leave shall not accumulate from year to year.  
28  
29           5.     Personal leave shall be granted subject to the following  
30                 conditions:  
31  
32                 a.     The length of such leave shall be for no less than  
33                        one-half (1/2) of the employee's assigned workday  
34                        unless otherwise allowed by the supervisor.  
35  
36                 b.     No more than eight percent (8%) or one (1),  
37                        whichever is greater, of employees at any given  
38                        worksite shall be absent on such leave at any given  
39                        time, provided such limitation shall be waived by the  
40                        Board at its discretion without precedent. The term  
41                        "worksite" as used herein shall mean the cost center  
42                        to which the employee is assigned for payroll  
43                        purposes.  
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- c. Such leave shall not be granted under any of the following conditions:
  - (1) activities, which could result in taxable income to the employee.
  - (2) to attend to Union (including any other employee organization, which has represented or sought to represent public employees in collective bargaining) associated business.
  - (3) any form of work stoppage.

**Section D – Injury or Illness In-Line-Of-Duty Leave**

- 1. An employee shall be entitled to injury or illness-in-line-of duty leave when it is necessary that he/she be absent from his/her duties because of illness from any contagious or infectious disease contracted in school work, or personal injury received in the proper discharge of his/her duties.
- 2. The term *"injury"* as used herein shall be defined as the result of an event which causes the employee to suffer an initial injury or a re-injury or re-aggravation of an injury from which the employee had previously been granted injury-in-line-of-duty leave. The term *"event"* as used herein shall mean an unforeseen, unexpected, or sudden happening, the nature of which is such that the injury sustained can logically be expected to result. No deduction shall be made from sick leave for these absences.
- 3. Such leave shall not exceed ten (10) days in any one fiscal year. When regular sick leave is used for line-of-duty illness or injury, the sick leave used shall be reinstated based on the pro rata value of the worker's compensation benefits received divided by the employee's regular daily rate of pay. Such leave shall be non-cumulative. While on injury or illness-in-line-of-duty leave, an employee shall accrue vacation, seniority, and sick leave, and shall suffer no loss of insurance benefits, provided any worker's compensation payments for such period shall be deducted from any salary payments and all required employee contributions are paid. The completion of the fiscal year shall not bar an otherwise qualified employee from receiving his/her balance of unused injury or illness-in-line-of-duty leave.

1 **Section E – Jury Duty Or Duty As A Result Of A Subpoena**

2 If an employee is called for jury duty or is otherwise subpoenaed, except  
3 for any action in which he/she or the Union is party, the proper leave  
4 application shall be submitted. An employee shall receive his/her regular  
5 salary calculated at the employee’s straight time. This language shall  
6 apply to summons or subpoena received by an employee’s dependent  
7 minor when the circumstances make it necessary for the employee to  
8 accompany his/her minor dependent to the court proceedings.

9  
10 **Section F – Professional Leave**

11 Professional leave of absence not to exceed thirty (30) calendar days may  
12 be granted to employees, provided regular employees with at least one  
13 (1) full year of employment may be granted professional leave up to one  
14 (1) calendar year.

15  
16 Professional leave with pay may be granted when the experience shall be  
17 deemed to be of substantial benefit to the Board and shall have direct and  
18 immediate application to the current role of the employee. Such leave  
19 may include meetings of professional organizations and such paid leave  
20 shall not be charged against accumulated earned leave.

21  
22 Employees who are required by the Board to receive specialized training,  
23 as a condition of continued employment shall not suffer a loss of pay or  
24 accumulated leave as a result of time spent receiving such specialized  
25 training. Specialized training as used herein shall be requirements, which  
26 are applied by the Board subsequent to employment of the employee and  
27 are necessary for the employee to continue to meet the job requirements  
28 of the position.

29  
30 **Section G – Sick Leave Bank**

31 The Board agrees to establish a Sick Leave Bank for employees. The  
32 Superintendent shall appoint a committee of six (6) employees for the  
33 purposes of developing recommendations to the Superintendent regarding  
34 guidelines, procedures, and rules for such bank. The Union President  
35 shall be invited to submit the names of two (2) employees who shall be  
36 appointed to the committee. “Employees” as used herein shall not be  
37 construed to mean only bargaining unit members.

38  
39 **Section H – Sick Leave Buy Back**

40 The Board shall provide an employee with the option of an annual  
41 payment for sick leave days accumulated during the school year provided  
42 such payment is subject to the employee’s exemplary attendance for the  
43 normal work year as reflected in the district’s payroll records. An  
44 employee who is absent for more than five (5) workdays during the

1 normal work year shall not be eligible for annual payment as provided  
2 herein. Provided that absences of approved professional leave, line-of-  
3 duty leave, jury duty leave, or vacation leave shall not adversely affect  
4 such record of exemplary attendance. Any other absences from duty shall  
5 act as a bar to the benefit provided in this paragraph. Payment for such  
6 exemplary attendance shall be calculated at eighty percent (80%) of the  
7 affected employee's normal daily rate times ten (10) days. Days for which  
8 such payment is received shall be deducted from the accumulated sick  
9 leave balance. Payment as provided herein shall be included in the  
10 affected employee's first regular paycheck of the following regular work  
11 year. Employees whose normal work year is less than twelve (12) months  
12 shall receive payment no later than the first normal biweekly payroll in  
13 July following the end of their normal work year.

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## **ARTICLE IX – LEAVE WITHOUT PAY**

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### **Section A – Leave of Absence**

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### **Section B – Maternity Leave**

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An employee shall be granted maternity leave without pay as provided  
below:

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1. 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 supervisor no later than five (5) calendar weeks prior to estimated date of confinement if the employee plans to take maternity leave.
2. 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 employee.
3. The length of such leave shall be no longer than the balance of the fiscal year in which the leave began. Provided in instances where the circumstances necessitate an extension

- 1 of maternity leave beyond a fiscal year, the length of the  
2 original leave combined with the extension shall be a total of  
3 no more than twelve (12) calendar months.
- 4 4. Upon return from maternity leave, the employee shall  
5 furnish a certification by her physician that she is medically  
6 able to perform her duties. This statement and all others  
7 furnished by the employee's physician shall be provided at  
8 the sole expense of the employee.  
9
- 10 5. An employee who has been granted maternity leave may  
11 apply for an extension of such leave for child rearing. Upon  
12 approval, such extension shall begin immediately following  
13 the expiration of maternity leave and be for a period of time  
14 not to exceed a total of twelve (12) calendar months.  
15
- 16 6. An employee who has fathered a child may apply for child  
17 rearing leave for a period not to exceed the balance of the  
18 school year in which the child is born and upon proper  
19 reapplication, one (1) succeeding school year. Such leave  
20 shall be considered personal leave without pay.  
21

### 22 **Section C – Military Leave**

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

- 1       3. Military leave with pay will be granted in accordance with  
2       applicable state and federal laws without loss of time, pay or  
3       efficiency rating.  
4
- 5       4. Leave request and copy of the military orders shall be received  
6       by the Board sixty (60) days in advance of the beginning date of  
7       the leave, whenever possible. In cases of emergency  
8       deployment the sixty (60) day advance notice will be waived.  
9

#### 10   **Section D – Extended Illness**

11  
12   An employee who shall exhaust all accumulated sick leave, but who shall  
13   continue to be sick or disabled and unable to return to employment, shall  
14   be granted, upon application in writing to the Superintendent or designee,  
15   a leave of absence without pay for a portion of or the balance of the  
16   school year. Provided that when the employee's physician does not  
17   release the employee without restriction on the indicated return date, the  
18   employee shall be entitled to one (1) additional leave for a portion of or  
19   the balance of the school year. In instances where the employee's illness  
20   is prolonged and continuous, such application shall be transmitted not  
21   later than ten (10) working days following the exhaustion of sick leave,  
22   provided that the Board may waive the ten (10) day requirement when  
23   conditions surrounding the illness do not permit the application for said  
24   leave. In all other instances where sick leave is exhausted, the application  
25   for said leave shall be transmitted within two (2) working days after the  
26   affected employee returns to work.  
27

28   If such employee shall continue to be sick or disabled, he/she may apply  
29   for one (1) additional year of leave without pay by filing a request for the  
30   same in writing to the Superintendent or designee no later than April 1.  
31   Such unpaid leave shall not exceed the maximum of two (2) years.  
32

#### 33   **Section E – Continuation of Benefits**

34   An employee who shall be granted unpaid leave of absence shall, during  
35   the period of such leave accrue no other benefits and with the approval of  
36   the plan administrators such employee may continue benefits by paying  
37   all of the required premiums on a timely basis as prescribed by the Board.  
38   An employee on unpaid leave due to illness or injury shall receive holiday  
39   pay for any holiday prescribed under Article VI, Section B, Calendar, of  
40   this Agreement if such holiday occurs during the first thirty (30) calendar  
41   days of the unpaid leave provided that in no instance shall such holiday  
42   pay be granted for more than two (2) such holidays.  
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**ARTICLE X – REST AND LUNCH**

POTA’s who are assigned to be present at the worksite for eight (8) continuous hours per day shall be schedule to two (2) ten minute paid breaks and one (1) thirty minute unpaid meal.

**ARTICLE XI – INSERVICE TRAINING**

All employees required by the Board to participate in any training shall be compensated at their regular rate of pay for the length of the program(s). Employees absent from the program(s) shall not be compensated for those hours unless assigned elsewhere by their immediate supervisor.

**ARTICLE XII – SAFETY AND HEALTH**

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

In the event the principal becomes aware of a situation as described in the preceding paragraph, the principal shall notify the affected employee(s) as soon as the situation becomes known to the principal.

**ARTICLE XIII – WELFARE**

**Section A – Health Insurance**

The parties agree that medical benefits and options shall be made available for employees to select under the district flexible benefit plan. A document containing information on insurance and other benefits shall be distributed to the employees no later than three (3) weeks prior to the re-enrollment deadline. Effective January 1, 2007, the Board agrees to contribute to the district flexible benefit plan \$358.83 to the Basic Plan option; \$524.23 to the Health Maintenance Organization (HMO) option; \$524.23 per month for employee selecting the Exclusive Provider Option (EPO); \$524.23 per month for employees electing the Preferred Provider Organization (PPO) option. Effective January 1, 2007, an employee 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). For calendar year 2007, the Board will offer at least one Preferred Provider Organization (PPO)-type option and one Health Maintenance Organization (HMO)-type option. In addition, the Board shall provide the following benefits:

1 Effective for calendar year 2007, each employee will pay an additional  
2 \$260.00 per year for medical plan coverage (HMO, EPO, PPO).

3  
4 Effective January 1, 2006, the Board agrees to contribute a maximum of  
5 \$200 per plan year for each employee to use solely toward the purchase  
6 of benefits offered within the District's Section 125 Cafeteria Plan. The  
7 Section 125 Plan year is January 1 to December 31. Any amount not used  
8 toward the purchase of Section 125 benefits will be forfeited.

9  
10 **Section B – Vision Insurance**

11 A vision insurance plan will be offered as a payroll deduction, which  
12 covers each eligible employee at no cost to the employee. Such plan shall  
13 include the option of dependent coverage, which each eligible employee  
14 may choose to take as part of his/her Section 125 credit or as a payroll  
15 deduction.

16  
17 **Section C – Dental Insurance**

18 Dental insurance options(s), which each eligible employee may choose to  
19 take, will be offered as part of his/her Section 125 credit or as a payroll  
20 deduction. Such plan shall include dependent coverage.

21  
22 **Section D – Life Insurance**

23 The Board shall provide to each eligible employee, without cost to the  
24 employee, group term life insurance in an amount equal to the annual  
25 salary of the employee as reflected in the salary schedule of this  
26 Agreement. Such amount to be computed to the nearest one thousand  
27 dollars (\$1,000). Each employee may, at his/her own cost, purchase a  
28 maximum amount (including board paid) equal to four (4) times his/her  
29 salary by giving written authorization for payroll deductions thereof as  
30 prescribed by the Board. The amount that such insurance coverage can  
31 be increased in any one insurance year shall be limited to one (1) time the  
32 annual salary of the employee.

33  
34 **Section E – Disability Insurance**

35 The Board shall continue to make available to each eligible employee at  
36 his/her own cost through payroll deduction short and long term disability  
37 insurance coverage provided responsible bids for the same can be  
38 obtained and the employee qualifies.

39  
40 **Section F – Tax Deferred Annuity Program**

41 The Board shall continue to make available, through payroll deduction, tax  
42 deferred annuity programs to all employees in accordance with the  
43 policies in effect on the effective date of this Agreement.

44

1 **Section G – Benefits Eligibility**

2 Effective June 30, 2003, employee eligibility for benefits such as health,  
3 dental, vision, disability or life insurance is as follows:

- 4 1. Regular, full-time employees will be eligible to enroll in  
5 employee benefits effective following the completion of forty-  
6 five (45) calendar days of employment as a regular full-time  
7 employee.  
8
- 9 2. Employees working twenty-five (25) or fewer hours each week,  
10 substitute and temporary employees shall not be eligible for  
11 employee benefits including, but not limited to, health care,  
12 dental and vision coverage.  
13
- 14 3. Benefits eligibility for substitute and temporary employees as  
15 well as those who work twenty-five (25) or fewer hours each  
16 week, and are subsequently hired to a regular, full-time position  
17 will be effective following the completion of forty-five (45)  
18 calendar days of employment as a regular full-time employee.  
19

20 **Section H – Extended Sick Leave Benefits**

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

30 **Section I– Child Care**

31 A fifty-percent (50%) discount will be offered to school board POTAs on  
32 the district program rates for school board operated child care at school  
33 board facilities.  
34

35 **Section J – Retroactivity of Contribution (Premium) Collections**

36 Payroll deductions for employee contributions (premiums) for insurance  
37 benefits shall be retroactive to January 1 of each insurance plan year  
38 should the Union and Board fail to approve and ratify agreement as to  
39 those contributions (premiums) prior to January 1 of each calendar year.  
40  
41  
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**ARTICLE XIV – SALARY**

A. The hourly salaries for all Physical/Occupational Therapist Assistants shall be as set forth in this Article.

<b>0 Yrs</b>	<b>1 Yrs</b>	<b>2 Yrs</b>	<b>3 Yrs</b>	<b>4 Yrs</b>	<b>5 Yrs</b>	<b>6 Yrs</b>	<b>7 Yrs</b>	<b>8 Yrs</b>	<b>9 Yrs</b>	<b>10 Yrs</b>
14.09	14.46	14.74	15.13	15.59	16.02	16.59	16.80	17.58	18.80	19.76

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

C. Adjustments to higher salary levels shall be made upon submission by the POTA of appropriate experience credentials. These adjustments shall be included in the first paycheck practicable following submission of the appropriate documentation and shall be retroactive to the date earned within the current fiscal year.

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

1. During the first three (3) years of district service, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave.
2. During the next three (3) years of district service, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave.
3. During the next three (3) years of district service, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave.

- 1 4. During the next three (3) years of district service, the daily  
2 rate of pay multiplied by fifty percent (50%) times the  
3 number of days of accumulated sick leave.  
4
- 5 5. During and after the thirteenth (13<sup>th</sup>) year of district service,  
6 the daily rate of pay multiplied by one hundred percent  
7 (100%) times the number of days of accumulated sick leave.  
8
- 9 6. The four (4) days of sick leave credited to each POTA shall  
10 be treated as four (4) days of entitlement upon the POTA's  
11 retirement or to his/her estate or beneficiary if service is  
12 terminated by death.  
13
- 14 7. Payment for terminal pay as described above will be paid  
15 sixty (60) days after the date of normal retirement.  
16
- 17 E. Effective January 1, 1999, salaries for POTAs shall be paid by direct  
18 deposit. Effective January 1, 1999, salaries for POTAs shall be paid  
19 by direct deposit on a bi-weekly schedule over the term of their  
20 school year.  
21
- 22 F. Exact pay dates will be mutually agreed to by the Union and the  
23 Board prior to implementation and will be included on the school  
24 calendar as adopted by the Board.  
25
- 26 G. Upon written authorization of the POTA, the Board shall forward for  
27 deposit into the POTA's bank account, all or a specified amount of  
28 the POTA's net salary.  
29
- 30 H. Effective with the beginning of the 2004-2005 school year, the  
31 Board shall provide a POTA with the option of an annual payment  
32 for sick leave days accumulated during the school year provided  
33 such payment is subject to the POTA's exemplary attendance for  
34 the school year as reflected in the district payroll records. A POTA  
35 who is absent for more than four (4) workdays during the school  
36 year shall not be eligible for annual payment as provided herein.  
37 Provided that absences on approved line-of-duty leave, paid  
38 military leave, and jury duty leave shall not adversely affect such  
39 record of exemplary attendance. Any other absences from duty,  
40 including illness or injury in-the-line-of-duty shall act as a bar to the  
41 benefit provided in this paragraph. Payment for such exemplary  
42 attendance shall be calculated at eighty percent (80%) of the  
43 affected POTA's daily rate times ten (10) days. Days for which  
44 such payment is received shall be deducted from the accumulated

1 sick leave balance. Payment as provided herein shall be made as  
2 soon as payroll procedures may reasonably permit, but no later  
3 than July 1, of the year in which application is made.  
4

5 **ARTICLE XV – NONDISCRIMINATION**  
6

7 The Board agrees that it shall not illegally discriminate against any POTA  
8 with respect to wages, hours, or conditions of employment by reason of  
9 race, color, creed, national origin, sex, religion, or age. The Board further  
10 agrees that sexual harassment and actions that create a hostile work  
11 environment shall not be tolerated.  
12

13 This Article shall not be construed as to preclude the Board participation in  
14 any Affirmative Action Program or to comply with mandated programs or  
15 to preclude or overcome any form of illegal discrimination.  
16

17 **ARTICLE XVI – CONFORMITY TO LAW AND SAVINGS CLAUSE**  
18

19 If any provision of this Agreement is or shall at any time be determined  
20 contrary to law by a court of competent jurisdiction, then such provision  
21 shall not be applicable or performed, or enforced except to the extent  
22 permitted by law; however, all other provisions of this Agreement shall  
23 continue in effect.  
24

25 **ARTICLE XVII – MISCELLANEOUS**  
26

- 27 A. The parties agree to negotiate in good faith.  
28
- 29 B. Time and place for the purpose of negotiating shall be set by  
30 mutual agreement of the parties.  
31
- 32 C. Neither party in any negotiations shall have any control over the  
33 selection of the bargaining representatives of the other party  
34 provided that the Union shall not select any employee of the Board  
35 who is not a POTA and the Board shall not select any POTA. The  
36 parties mutually pledge that their representatives will be clothed  
37 with all the necessary power to make proposals, counter proposals,  
38 and to reach tentative agreement on items being negotiated.  
39
- 40 D. If any contract between the Board and an individual POTA contains  
41 any language inconsistent with this Agreement, this Agreement  
42 shall be controlling. Further, individual POTA contracts shall  
43 conform to this Agreement to the extent permitted by law and  
44 regulation

- 1 E. All personnel policies hereinafter adopted by the Board shall be  
2 made known to POTAs within thirty (30) days of their adoption.  
3
- 4 F. All POTAs who participate in the production of tapes, publications,  
5 or other produced educational material shall retain residual rights  
6 should they be copyrighted and sold by the district for profit,  
7 provided nothing herein shall preclude any agreement between the  
8 Board and the POTAs(s) regarding such rights.  
9
- 10 G. This Agreement constitutes the full and complete agreement  
11 between the Board and the Union. This Agreement may be altered  
12 or modified only upon the voluntary mutual consent of the parties  
13 in writing and fully executed as an amendment to this Agreement.  
14 For the life of this Agreement, each party voluntarily waives the  
15 right to negotiate over any matter during the term of this  
16 Agreement except as otherwise specifically required by the  
17 preceding section of this Article.  
18
- 19 H. The Union acknowledges those provisions of the Florida Statutes  
20 prohibiting work stoppages and providing penalties therefore, and  
21 agrees to adhere thereto.  
22

### 23 **ARTICLE XVIII – MATTERS PREVIOUSLY NOT COVERED**

24

- 25 A. Any previously adopted rule or regulation of the Board, which is in  
26 conflict with a provision of this Agreement shall be superseded by the  
27 applicable provisions of this Agreement.  
28
- 29 B. The Board agrees that if, during the period of this Agreement, it shall  
30 consider the adoption or amendment of any Board policy which shall  
31 substantially affect the working conditions of POTAs, the Union shall  
32 have the right to submit its views in writing on such proposed policy  
33 change prior to the Board meeting at which the policy is to be  
34 considered, or orally at said meeting.  
35

36 Notification of intention to consider such policies and the Union  
37 response thereto shall be completed within the requirements of the  
38 Administrative Procedure Act. Notwithstanding the foregoing, the  
39 Board may take emergency action as permitted by the Administrative  
40 Procedure Act, and provided further, that this section shall not be  
41 construed to limit or affect the provisions of Article XXII, Section H. of  
42 this Agreement.  
43

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

4  
5 If to the Union: 1007 South Florida Avenue  
6 Rockledge, FL 32955  
7 321/636-3323

8  
9 If to the Board: 2700 Judge Fran Jamieson Way  
10 Viera, FL 32940-6699  
11 321/633-1000, extension 265

12  
13 **ARTICLE XIX – RIGHTS OF THE BOARD**

14  
15 It is understood and agreed that all functions, rights, power, or authority of  
16 the administration of the school district and of the School Board which are  
17 not specifically limited by the express language of this Agreement are  
18 retained by the administration and the Board, provided however that no  
19 such right shall be exercised so as to violate any of the specific provisions  
20 of this Agreement.

21  
22 **ARTICLE XX – DURATION OF AGREEMENT**

23  
24 A. Except as otherwise provided in specific Articles, this Agreement shall  
25 be effective immediately upon ratification by the parties.

26  
27 B. This Agreement shall be effective until midnight the day immediately  
28 preceding the first day of the beginning of the 2006-2007 POTA work  
29 year.

30  
31 C. Negotiations for a subsequent Agreement shall commence no later  
32 than May 15, 2007 except as otherwise mutually agreed to by the  
33 parties.

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38 **(THIS SECTION INTENTIONALLY LEFT BLANK)**

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1 **APPENDIX**

2  
3 **Employee Hospitalization/Medical Plan**

4  
5 In addition to the employee benefits otherwise contained in the Collective  
6 Bargaining Agreement between the parties, the following employee  
7 benefits and other pertinent information shall become effective upon  
8 ratification by the employees and the School Board. Upon ratification  
9 these benefit plan rates are effective for the period of January 1, 2007  
10 through December 31, 2007.

11  
12 **Cigna Basic Plan** (This plan will be available effective January 1, 2007)

13 The following rates are based upon a monthly calculation:

14 Type	15 Premium 16 Amount	17 Board 18 Contribution	19 Employee 20 Contribution
21 Employee	\$218.95	\$218.95	\$ 0.00
22 Employee/Spouse	\$487.65	\$358.83	\$128.82
23 Employee/Children	\$451.18	\$358.83	\$ 92.35
24 Employee/Family	\$701.90	\$358.83	\$343.07
25 Joint*	\$772.12	\$717.66	\$ 54.46

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

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

- 40 Pharmacy: Deductible \$50.00
- 41 Generic 30% of the cost of the prescription or a minimum cost of \$0  
(\$20.00 for mail service)
- 42 Preferred 30% of the cost of the prescription or a minimum cost of \$20.00  
(\$40.00 for mail service)

1 Non-Preferred 30% of the cost of the prescription or a minimum cost of  
2 \$35.00 (\$70.00 for mail service.)  
3  
4

5 **Cigna EPO or Blue Cross/Blue Shield of Florida (BlueCare)**  
6 **Exclusive Provider Organization (EPO)**

7 The following rates are based upon a monthly calculation:  
8

9 Type	Premium	Board	Employee
10	Amount	Contribution	Contribution
11 Employee	\$ 545.90	\$ 524.23	\$ 21.67
12 Employee /Spouse	\$ 883.10	\$ 524.23	\$358.87
13 Employee/Children	\$ 717.50	\$ 524.23	\$193.27
14 Employee/Family	\$1,000.70	\$ 524.23	\$476.47
15 Joint*	\$1,124.12	\$1,048.46	\$ 75.66

16 \*Joint costs for employee are per couple. Each employee will pay one-  
17 half of the amount shown.  
18

19 Co payments: Primary Care Physician (PCP) office visit \$15.00  
20 Specialist office visit \$25.00  
21 In-patient care \$300.00  
22 Out-patient surgical care \$25.00  
23 Major Out-patient procedures (Cardiac Catherization,  
24 MRI, CT Scan, PET Scan and Lithotripsy) \$50.00  
25

26 One annual cancer screening to include Mammogram, PAP smear,  
27 colorectal, prostate, blood test for ovarian cancer as applicable.  
28 Discontinuation of coverage for artificial insemination.  
29

30 **Cigna PPO or Blue Cross/Blue Shield of Florida (BlueChoice)**  
31 **Preferred Provider Organization (PPO)**

32 The following rates are based upon a monthly calculation:  
33

34 Type	Premium	Board	Employee
35	Amount	Contribution	Contribution
36 Employee	\$ 567.50	\$ 524.23	\$ 43.27
37 Employee/Spouse	\$ 927.50	\$ 524.23	\$403.27
38 Employee/Children	\$ 741.50	\$ 524.23	\$217.27
39 Employee/Family	\$1,072.70	\$ 524.23	\$548.47
40 Joint*	\$1,196.14	\$1,048.46	\$147.68

41 \*Joint costs for employee are per couple. Each employee will pay one-half  
42 of the amount shown.  
43

1 Deductible and stop loss levels will be as follows for the twelve (12)  
2 month period from January 1, 2007 through December 31, 2007:

3			
4	Plan Benefit/Teacher Responsibility	Type	Stop Loss
5			
6	85/15 (In-Network) Individual		\$2,000 (In-network)
7			Family \$4,000(In-Network)
8	70/30 (Out-of-Network)		Individual \$4,000(Out-Network)
9			Family \$8,000 (Out-Network)

10			
11	Deductible	Type	Amount
12	Individual	In-Network	\$300
13	Family	In-Network	\$600
14	Individual	Out-of-Network	\$400
15	Family	Out-of-Network	\$800
16			

17 During the plan year January 1, 2007 through December 31, 2007, only  
18 expenses incurred in the plan year will be allowed to count toward the  
19 deductible for that plan year. PPO Plan Co-payment: General Practitioner  
20 office visit \$25.00 for each In-Network non-surgical office visit. Specialist  
21 office visit including preventative care \$25.00. Out-patient surgery  
22 covered the same as if surgery was performed as an in-patient. One  
23 annual cancer screening to include Mammogram, PAP smear, colorectal,  
24 prostate, blood test for ovarian cancer as applicable. Such annual  
25 diagnostic tests shall be covered at 100% in-network and 70% out-of-  
26 network.

27

### 28 **Prescription Drug Plan**

29 The prescription drug plan is available for all medical plan types. Refer to  
30 the Summary Plan Description (SPD) for Basic Plan prescription drug  
31 information.

32

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

38

39 Mail order service for long-term maintenance prescription drugs is  
40 available, limited to a 90-day supply, with a \$20.00 co-payment for  
41 generic drugs, \$40.00 co-payment for preferred brand-name drugs and  
42 \$70.00 co-payment for non-preferred brand-name drugs.

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**Mental Health Plan**

The Mental Health Plan services are provided by Bradman-Unipsych. This plan is available through all five medical insurance plans, ( Cigna Basic and Cigna EPO and PPO and Blue Cross/Blue Shield of Florida Blue Care and Blue Choice

**Continuation of Benefits**

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

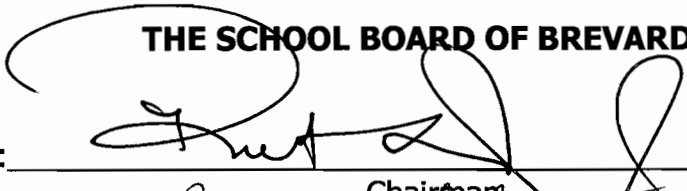
*Should there be a discrepancy between this Appendix and the Summary Plan Description (SPD), the provisions of the SPD prevail.*

**(THIS SECTION INTENTIONALLY LEFT BLANK)**

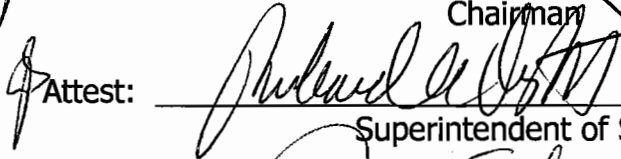
1 IN WITNESS WHEREOF, the parties hereto have caused their duly  
2 authorized representatives to execute this negotiated Agreement on this  
3 23rd day of August, 2006 to be effective as stated herein.

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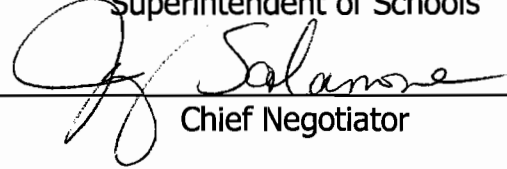
**THE SCHOOL BOARD OF BREVARD COUNTY**

By:   
\_\_\_\_\_

Chairman

Attest:   
\_\_\_\_\_

Superintendent of Schools

Attest:   
\_\_\_\_\_

Chief Negotiator

**THE BREVARD FEDERATION OF TEACHERS, Local 2098,  
FLORIDA EDUCATION ASSOCIATION, AMERICAN  
FEDERATION OF TEACHERS, NATIONAL EDUCATION  
ASSOCIATION, AFL-CIO, INC.**

By:   
\_\_\_\_\_

President/Chief Negotiator

Attest:   
\_\_\_\_\_

Vice President

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**BOARD BARGAINING TEAM**

Joy A. Salamone, Chief Negotiator  
Betsy B. Butler  
Robert Fish  
Anthony Hines  
Jim Hudson  
Barry Pichard  
Judy Preston  
Susan G. Standley  
Rhonda R. Stewart  
Karen Strickland  
Kenneth Winn

**UNION BARGAINING TEAM**

Anne Spencer, Chief Negotiator  
Dolores Barfield  
Patrick Craanen  
Vicki Dyer  
Janet Eastman  
Larry Finch  
Jim Fisher  
Victoria Gillis  
Cherline Gipson  
John Russo  
Juanita Saylor  
Judith Teter

### NONDISCRIMINATION NOTICE

It is the policy of the School Board of Brevard County to offer the opportunity to all **students** to participate in appropriate programs and activities without regard to race, color, gender, religion, national origin, disability, marital status, or age, except as otherwise provided by Federal law or by Florida state law.

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

Dr. Richard A. DiPatri  
Superintendent  
Brevard Public Schools

Ms. Brenda Blackburn  
Associate Superintendent,  
Division of Curriculum  
and Instruction  
Equity Coordinator

Dr. Walter Christy, Director  
Secondary Education

Ms. Eva Lewis, Director  
ESE Program Support Services  
ADA/Section 504 Coordinator

School Board of Brevard County  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940-6699  
(321) 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:

Ms. Susan G. Standley, Director  
Office of  
Compensation & Benefits

Ms. Joy Salamone, Director  
Human Resources Services  
and Labor Relations

School Board of Brevard County  
2700 Judge Fran Jamieson Way  
Viera, Florida 32940-6699  
(321) 631-1911

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