

## ARTICLE V - UNION RIGHTS

### Section I – Union Representation at Board Meetings

1. The Union shall have the right to request to be placed on the Board agenda at all regular Board meetings. ~~The Board shall provide the Union at no cost with one (1) copy of the materials relating to all public Board meetings which are generally distributed to the press at a time after said materials are made available to the Board, but no later than when materials are distributed to the press for any regular meeting of the Board.~~ All Board materials are available to Brevard Federation of Teachers through the online portal. A copy of the minutes of the Board shall be made available on the district website.

Accept

TA  
9-27-21

Anty Cal 11-16-21

Kaufman 11-16-21



Brevard Federation of Teachers Proposal 9/13/2021

Counter Language – 9/27/21

## ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

### Section C - School Day / Workweek

#### 2. Planning time

k. Members of the bargaining unit will have the opportunity to volunteer to cover classes during their planning time. Members of the bargaining unit will be compensated \$15 for each class covered during their planning time (\$30 if a school is on block schedule). Those who volunteer for this will not be expected to give up more than two planning periods per week. These two planning periods shall be deducted from their 3 protected planning periods. At the end of each 9 weeks, members of the bargaining unit can decide to stop participating by informing their administrators.

This option is not to conflict with Article VI, Section 5 or Article VI, Section N of this agreement. Principals will continue to assign a teacher to class or classes of an absent teacher and to provide comp time if a teacher loses his/her prep time as a result of the assignment; and the responsibility for supervising students shall be rotated as equitably as possible among teachers if it is not reasonably possible to obtain a substitute teacher or some other voluntary solution cannot be found.

A teacher may receive either payment or comp time, but not both, for giving up a planning period.

Accept 10-11-21

*Angie* 11-16-21  
*Kayla* 11-16-21

### 3. Signing out

A teacher may leave the school site during his/her ~~workday~~ scheduled planning period or lunch after signing out on a Google form designed for such purposes indicating the date, name, personal/work related (if work related – where) and time of departure. The teacher must sign in if returning to the school site prior to the end of the day. If less than the time allowed for his/her planning period or lunch. ~~The~~ this time away from the site shall not be charged against the teachers' sick, personal, or compensatory time. This procedure is not meant to provide approval for the teacher with first period planning to regularly arrive late or last period planning to regularly leave the building early.

Accept

TA  
9-27-21

outy col 11-16-21

Kayle Sheer



**Brevard Federation of Teachers Proposal 9/13/2021**

Counter – 9/27/21

**ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT**

**Section C - School Day / Workweek**

4. Forty (40) hour week

d. ~~With at least twenty-four hours' notice,~~ With at least twenty-four hours' notice, Teachers shall be allowed to flexibly schedule up to a ~~half-hour~~ an hour per week of non-student time. Such time would be added to the beginning or end of a workday to make up for the time missed at the beginning or end of a workday of the same week. Such flex time is not intended to coincide with meetings, supervisory duties, scheduled professional development, or early release days. ~~, or early release days~~

**Accept 10-11-21**

Anty Col 11-16-21  
Kary Fisher 11-16-21



**Brevard Federation of Teachers Proposal 9/13/2021**

**REJECT – 9/27/21**

**ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT**

**Section C- School Day/ Workweek**

**New Proposal 10-11-21**

Counter – 10/25/2021

4. Forty (40) hour week

e. In the spring of each year, teachers will be informed if their school will have an additional hour the following year. Upon learning of that decision, the district will inform teachers of the open transfer process. Teachers who are not able to work at a school with additional time and who have not secured a position through the open transfer or internal transfer process, ~~shall~~ will be placed a teacher at another school following the summer deadline for internal transfers. ~~in the same position or an agreed upon position if the teacher does not want to or cannot work at the school with the additional time.~~

**BFT ACCEPTED COUNTER – 10/25/21**

ant col 11-16-21  
Karyll Green 11-16-21



## Brevard Federation of Teachers Proposal 9/13/2021

Counter – 9/27/21

### ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

#### 6. Compensatory Time Utilization

f. Up to ~~twenty-four (24)~~ ~~forty (40)~~ hours of unused compensatory time shall be carried forward to the next school year.

g. Up to ~~twenty-four (24)~~ ~~forty (40)~~ twenty-four (24) hours of accrued compensatory time shall be made available to that teacher for utilization during the normal student day. A teacher may use an additional sixteen (16) hours during non-student time. Nothing contained herein shall preclude a principal from approving utilization of compensatory time during the student day beyond the minimum guaranteed amount of ~~twenty-four (24)~~ ~~forty (40)~~ twenty-four (24) hours.

Accept 10-11-21

Art Col 11-16-21

Hayden 11-16-21

## Section D - Teaching Assignments and Duties

8. Lesson Plans are required and should reflect the standards and essential elements:
  - a. Targeted state-adopted standards
  - b. Evidence of learning/assessments that will demonstrate students' mastery of the state-adopted standards.
  - c. Daily learning activities.

The format for plans shall be decided by the teacher for the purpose of working with his/her students and shall include sufficient information for substitutes and evaluators. Teachers are expected to show necessary documentation for the student with IEP's, 504 plans, ESOL requirements and other accommodations. Such documentation includes a recording of when services were provided and, for all ESE direct services provided, the time/date/topic of what was taught. The teacher/service provider who delivers the service or provides the accommodation is responsible for the documentation. The documentation does not have to be in any set format or included in weekly lesson plans. There shall be no requirement that teacher's lesson plans are for more than one week at a time. Teachers leaving the district or transferring to another school shall turn in their lesson plan books and/or gradebooks to the principal as part of the checkout procedure. Routine submission of lesson plans shall not be required except in the following instances:

- a. when the performance of the teacher has been less than satisfactory. In this event, format and content may be part of an assistance plan.
- b. for teachers of students with disabilities whose IEP implementation is being challenged or monitored for compliance as a result of a district and/or state resolution or corrective action plan(s).

Lesson plan restrictions shall be waived for all "DA", "D" and "F" schools until they have regained at least "C" status.

20. Teachers coming to IEP and/or 504 meetings, provided they were notified of the meeting in a timely manner (i.e. at least 24 **72 hours**' notice), are expected to bring appropriate documentation and to be prepared to identify and answer questions about documentation, IEP goal data, accommodation data, provisions of special education and related services.

201. There shall be no expectation that an IEP be written more than a week before the IEP conference except in cases involving attorneys, advocates or litigation which will require IEPs to be written two (2) weeks prior to the meeting or IEP conference provided the writer of the IEP is given notice one week prior.

242. The Board shall encourage class sizes consistent with District goals, the nature of different subject matter, instructional objectives, the requirements of the different instructional processes, the capacities of the physical facilities, state laws and regulations, and the special needs of students.

BPS ACCEPTS – 10/25/21

*ang al* 11-16-21  
*Kayla* 11-16-21



COUNTER – November 8, 2021

ARTICLE VII - TEACHER PROTECTION

F. Any case of assault upon a teacher while in the performance of his/her assigned duties shall be promptly reported to the appropriate representative of the Board. The Board shall render reasonable assistance to the teacher in connection with handling of the incident by law enforcement authorities. In the case of battery, including battery due to the manifestation of a disability, the teacher shall not be required to submit to a second drug test within twenty-one (21) days of the first drug test, which is required upon the teacher's self-declaration of being injured, when the injury is caused by the same student, unless there was reasonable suspicion that the teacher was impaired.

Art Col 11-16-21

Kayla Moore 11-16-21



## Article VII – Teacher Protection

J. If it is deemed necessary to place a camera in an area identified by the district as a mass congregation area, every effort shall be made not to place a video and/or recording device with direct view of a teacher desk; exceptions may be made for safety if there is no other possible location for the device to fully cover an area.

1. Any recordings captured from video and/or audio recordings cannot be used in a teacher evaluation unless the recording is part of the investigative file that results in disciplinary action.

2. Video and/or audio recordings may not be viewed synchronously with the intention to discipline a member of the bargaining unit.

a. Administrators may use recorded materials as part of the investigative process when requested from Brevard Public Schools District Security.

Accepted 10-25-21 with caveat mass congregation area may not be the best term and possible modification

Submitted with modified language – 11/8/21

Accept  
11-8-21

ant S. Cal 11-16-21  
Kayla Chen 11-16-21

Counter 10-11-21

## Article X – Safety and Health

### Section D – Drug Free Workplace

1. Brevard Public Schools maintains a drug free workplace through its implementation of Board Policy 3124 and ap3124 Drug Free Workplace Technical Guide. This policy is guided by F.S. 440 on Workers' Compensation, 20 U.S.C. Omnibus Transportation Testing Act of 1991, 20 U.S.C. 701-706 Rehabilitative Act 1973 and 41 U.S.C. 701 et seq., Drug Free Workplace Act of 1988 among other Federal and State requirements for public school districts. Violations of Board Policy 3124 may result in termination according to the policy. If termination occurs, The If termination occurs, Brevard Federation of Teachers may utilize the terms in Article IV of this agreement to grieve the termination.

A teacher who reports a workplace accident/incident will declare whether or not he/she was injured while making the report. Teachers not claiming injury will not be sent for post-accident drug/alcohol screening. Should the teacher self-determine an injury occurred after the initial report has been made, the drug/alcohol post-accident screening will take place at that time.

Disciplinary action may be instituted against employees who have violated standards of conduct cited in this guide, and who the Board believes will not be assisted by rehabilitation or who the Board believes will have or have had a negative impact on students and/or staff, pursuant to Board policy, applicable Florida statutes, or State Board of Education rules. Disciplinary sanctions, if appropriate, will be implemented as articulated in Board policy, applicable Florida statutes, State Board of Education Rules, and 34 C.F.R. 86.201(b). The Board may not discharge, discipline, discriminate against, or request or require rehabilitation of an employee on the sole basis of a positive drug test, excluding breathalyzer testing, that is not verified by a confirmation test. Nothing will preclude the Board from seeking prosecution of the Drug-Free Workplace policy where the Board deems appropriate. Board employees who self-report substance abuse problems, prior to any incident requiring the employee's drug testing, will be afforded employee assistance with the District Employee Assistance Program. Depending upon the substance involved, this may necessitate the employee requesting a leave from his/her position while he/she is in treatment. This leave will be charged to the employee's accrued time.

**Still outstanding – 10-25-21**

**Accepted 11/8/21**

*ajce 11-16-21*  
*Kayla 11-16-21*

## ARTICLE XIII - PERSONAL/ACADEMIC FREEDOM

### Section B - Academic

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

Accept

TA  
9-27-21

Anty S. Cal 11-16-21

Kayla Green 11-16-21



**Brevard Federation of Teachers Proposal 9/13/2021**



Counter – 9/27/21

**ARTICLE XIV - LEAVES OF ABSENCE**

**Counter 10-11-21**

**Response to Counter – 10/11/21**

b. Usage

3.) Sick leave will not be charged if an employee needs to attend a scheduled appointment at an employee well-care center or a virtual appointment. The time allotted for this shall not exceed 3 hours per year per employee. Absences under this section must be approved twenty-four (24) hours in advance and with receipt of verification of completion of appointment, sick time will not be charged to the employee. Administration will work with Marathon Health Clinics to reserve slots for teacher appointments between the hours of 3:00 p.m. and close each day.

af Col - 11-16-21  
Krylova 11-16-21



**Brevard Federation of Teachers Proposal 9/13/2021**

Counter – 9/27/21

**New Proposal 10-11-21**

**ARTICLE XIV - LEAVES OF ABSENCE**

**Section B - Paid Leaves**

7. Parental Leave Up to ~~5 (five)~~ ~~15 (fifteen)~~ ~~10~~ SEVEN (7) days of parental leave shall be granted to any teacher within 30 (thirty) days of the date of delivery or adoption of a child.

a. Such leave shall only be available during school year.

b. This leave cannot be banked or sold.

c. An application for leave accompanied by a written statement from a licensed medical physician verifying the pregnancy and setting forth the estimated date of birth shall be submitted to the principal no later than five (5) calendar weeks prior to estimated date of the child's birth. In the case of adoption, a written application for such leave shall be submitted to the principal within two (2) calendar weeks after approval for adoption by the recognized agency or source.

~~d. Members of the bargaining unit may not participate in sick leave buy back in any year in which they this parental leave.~~

*ajc* 11-6-21

## ARTICLE XVII – SALARY

N. Effective July 1, with the 2002-03 school year, the following language shall be implemented. The salary of a continuing contract or professional services contract teacher as reflected in Section A of this Article shall remain the same dollar amount under the following conditions:

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

Accept

TA 9-27-21

ang cel 11-16-21

Kaylethen 11-16-21

**PROPOSAL** – 2 years for language (see below)

Language in effect through, including and will expire June 30, 2023

1 year for salary

Salary expires June 30, 2022

Counter Proposal – Salary and Benefits will be negotiated for the 22-23 Contract. Each party shall bring no more than 2 language proposals to negotiations for the 22-23 Contract.

Accepted 10-11-21

*ang ce* 11-16-21

*Kaylitha* 11-16-21

# DIFFERENTIATED PAY PROPOSALS - November 15, 2021

SUPPLEMENT NAME	AMOUNT OF SUPPLEMENT	NUMBER OF SCHOOLS	SUBTOTAL	FRINGE MULTIPLIER	TOTAL COST
<b>BPS PROPOSALS</b>					
Bowling 6 or less	\$1,572	7	\$11,004	1.19103	\$13,106.09 TA - 11-8
Bowling More than 6	\$1,965	8	\$15,720	1.19103	\$18,722.99 TA - 11-8
Social Media	\$300	86	\$25,800	1.19103	\$30,728.57 TA - 11-8
Vocational Clubs, Lane 1 **	\$54	80	\$4,320	1.19103	\$5,145.25 TA - 11-8
Vocational Clubs, Lane 2 **	\$60			1.19103	
Content Specialists, and others***	\$2,500	57	\$142,500	1.19103	\$169,721.78 TA 11-15
			<b>TOTAL RECURRING</b>		<b>\$232,279.43</b>
<b>MOA Proposals</b>					
9 hour day - Bonus	\$1,000		\$253,000	1.08208	\$273,766.24
Saturday pay			\$46,000.00	1.19103	\$54,787.38 TA - 11-8
			<b>TOTAL NON-RECURRING</b>		<b>\$328,553.62 TA - 11-8</b>

\*\*Vocational Clubs are currently paid at \$404/\$444 by General Fund.

This proposal increases the supplement to \$458/\$504 with the difference being paid by Perkins Grant.

*afce 11-16-21*  
*Kayla Khan 11-16-21*



**AGREEMENT THROUGH BARGAINING  
BETWEEN  
BREVARD PUBLIC SCHOOLS  
AND  
THE BREVARD FEDERATION OF TEACHERS  
AGREED TO ON NOVEMBER 15, 2021**

All members of the bargaining unit will receive a one-time \$2000 bonus.

All members of the bargaining unit currently receiving the longevity supplement will receive an additional one-time \$1100 bonus to be paid on or before March 11, 2022.



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Anthony Colucci, President Brevard Federation of Teachers



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Karyle Green, Ed.D. Chief Negotiator Brevard Public Schools

**BPS COUNTER TO BFT'S 2021-22 SALARY INFORMATION DATED 11/8/2021  
PRESENTED 11/15/2021**

TEACHER SALARY INCREASE ALLOCATION					
2020-21 BPS PROPORTIONAL SHARE (LESS CHARTERS)			11,993,068.15		
2021-22 BPS PROPORTIONAL SHARE (LESS CHARTERS)			11,366,243.00		
AMOUNT REMAINING AFTER MAINTAINING 2020-21 NEW MINIMUM			626,825.15		
80% TSIA			501,460.12		
80% REMAINING FROM 2020-21			34,831.98		
80% ADJUSTED TOTAL			536,292.10		
20% TSIA			125,365.03		
	# of Teachers	Minimum Salary or Salary Increase	Estimated Salary Cost	Estimated Cost w/Fringe	Source of Funding
<b>GROUP 1</b>					
Full-time Classroom Teachers & Full-time Preschool Handicapped Teachers Paid Through the FEFP Under \$46,800	1,837.132	46,800	448,116.65	533,720.37	80% TSIA
<b>GROUP 2</b>					
All Teachers Above \$46,800	2,374.315	45.00	106,830.68	127,238.54	20% TSIA
<b>GROUP 3</b>					
Teachers Excluded from Group 1 Under \$46,800	201.776	46,800	59,799.18	71,222.62	BPS Contribution
		80% TSIA	20% TSIA		
<b>TOTAL ESTIMATED COST</b>		<b>533,720.37</b>	<b>127,238.54</b>		
<b>REMAINING FUNDS</b>		<b>2,571.73</b>	<b>(1,873.51)</b>		
<b>ESTIMATED COST OF TOTAL PACKAGE</b>			<b>732,181.53</b>		

*af ce 11-16-21*

*Kayla Steen 11-16-21*

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BREVARD PUBLIC SCHOOLS  
AND  
THE BREVARD FEDERATION OF TEACHERS**

Brevard Public Schools and the Brevard Federation of Teachers hereby confirm the following agreements related to schools that require teachers to work a 9-hour day.

Teachers who are employees at these sites at the end of the school year will receive a \$1,000 retention bonus.

  
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Anthony Colucci, President Brevard Federation of Teachers

  
\_\_\_\_\_  
Karyle Green, Ed.D., Chief Negotiator Brevard Public Schools Brevard Public Schools

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BREVARD PUBLIC SCHOOLS  
AND  
THE BREVARD FEDERATION OF TEACHERS**

Brevard Public Schools and the Brevard Federation of Teachers hereby confirm the following agreements related to members of the bargaining unit presenting, attending, or supporting workshops, task force development or curriculum and/or instructional materials, and other such assignments which have district wide or area-wide application.

Members of the bargaining unit will be compensated their hourly rate for presenting, attending, or supporting workshops, task force development or curriculum and/or instructional materials, and other such assignments which have district wide or area-wide application when the assignment is on Saturday. Additionally, Article XVIII Section B doesn't prevent members of the bargaining unit to be paid their hourly rate when completing extra assignments beyond the normal teacher work week and Inservice preparation or teacher.

  
\_\_\_\_\_  
Anthony Colucci, President Brevard Federation of Teachers

  
\_\_\_\_\_  
Karyle Green, Ed.D., Chief Negotiator Brevard Public Schools

**ACCEPT – November 8, 2021**