

**Tentative Agreement between Brevard Public Schools and Brevard Federation of Teachers
November 15, 2021**

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. 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.

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.

3. Signing out

A teacher may leave the school site during his/her 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, 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.

4. Forty (40) hour week

- d. With at least twenty-four hours' notice, teachers shall be allowed to flexibly schedule up to a 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.

- 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, will be placed at another school.

6. Compensatory Time Utilization

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

- g. Up to 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 twenty-four (24) hours.

Section D – Teaching Assignment and Duties

- 20. Teachers coming to IEP and/or 504 meetings, provided they were notified of the meeting in a timely manner (i.e. at least 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.

- 21. 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.

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, unless there was reasonable suspicion that the teacher was impaired.

- 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.

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, Brevard Federation of Teachers may utilize the terms in Article IV of this agreement to grieve the termination.

2. 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.

3. 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.

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, within the planned instructional program as determined by normal instructional and/or administrative procedures 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.

ARTICLE XIV - LEAVES OF ABSENCE

Section B - Paid Leaves

1. Sick Leave –
 - 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 three (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.
7. Parental Leave - Up to 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.

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. The teacher's movement on the salary schedule shall be frozen for the subsequent school year(s) until that teacher demonstrates "effective" performance.
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

SALARY MEMORANDUM OF AGREEMENT

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.

DIFFERENTIATED PAY ADDITIONS

SUPPLEMENT NAME	AMOUNT OF SUPPLEMENT
Bowling 6 or less	\$1,572
Bowling More than 6	\$1,965
Social Media	\$300
Vocational Clubs, Lane 1**	\$458
Vocational Clubs, Lane 2**	\$504
Content Specialists, and others***	\$2,500

MOA ITEMS FOR 2021-22	
9 hour day - Bonus	\$1,000
Saturday pay	Hourly rate

TEACHER SALARY INCREASE ALLOCATION

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2020-21 BPS PROPORTIONAL SHARE (LESS CHARTERS)			11,993,066.15		
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
GROUP 1					
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
GROUP 2					
All Teachers Above \$46,800	2,374.315	45.00	106,830.68	127,235.54	20% TSIA
GROUP 3					
Teachers Excluded from Group 1 Under \$46,800	201.776	46,800	59,799.18	71,222.62	BPS Contribution
TOTAL ESTIMATED COST		80% TSIA	533,720.37	20% TSIA	127,238.54
REMAINING FUNDS			2,571.73		(1,873.51)
ESTIMATED COST OF TOTAL PACKAGE			732,181.53		

ESTIMATED COST BASED ON 10.14.2021 DATA THAT WAS SHARED WITH BFT ON 10.20.2021

LENGTH OF CONTRACT

Salary and Benefits will be negotiated for the 2022-23 contract. Each party shall bring no more than two language proposals to negotiations for the 2022-23 contract.