



ARTICLE IV - GRIEVANCE PROCEDURE

Section C – General Provisions

10. No reprisals of any kind shall be taken against any participant in the grievance procedure or for any other reason beyond the grievance procedure by reason of such participation.



ARTICLE V - UNION RIGHTS

Section J - Union Representation on Board Committees

If the Board shall determine to appoint a district-wide committee, which shall include more than five (5) teachers thereon who shall not be entitled to additional financial compensation excluding mileage for such committee participation and which shall be charged to review and/or report on curricular matter(s) directly affecting the working conditions of teachers, the Union President shall be invited to submit to the superintendent the name of at least one (1) teacher who shall be named to the committee. In the instance of a committee to deal with curriculum matters as described above, the names of the anticipated appointees shall be submitted in writing to the Union president or his/her designee who may select one teacher from such list as a Union representative. Such selection by the Union President shall be within seven (7) calendar days of his/her receipt of such list. If the Union President wishes to select a teacher who is not on the anticipated committee list, he/she may do so, and that teacher will be added to the committee as the Union representative. Such selection by the Union President shall be within seven (7) calendar days of his/her receipt of such list. If the Union President wishes to select a teacher who is not on the anticipated committee list, he/she may do so, and that teacher will be added to the committee as the Union representative. Such Union selected teacher shall meet the district requirements for committee participation prior to such appointment as the Union representative. All committees will meet regularly and will not be disbanded without written approval from the union. The district will provide a list of all committees and members to the union yearly.



ARTICLE V - UNION RIGHTS

Section S-Contracted Services

The board shall not any hire teachers via contracted services without negotiating a memorandum of understanding with the union. The memorandum shall include the number of teachers being hired, duration of contract, and amount being paid per teacher.



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ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

Section B - Calendar

5. The following days shall be designated as paid teacher holidays.

- a. Labor Day
- b. Veterans Day
- c. Thanksgiving Day
- d. Day After Thanksgiving Day
- e. New Year's Day
- f. Martin Luther King Day

g. Juneteenth (11 and 12 month teachers)

h. Teachers who are scheduled to work on religious holidays may request, in writing, and shall be granted, up to 2 paid leave days based on notification of their principal. The employee will make up the time as mutually agreed by the principal.



Section C - School Day / Workweek

2. Planning time

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



ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

Section D - Teaching Assignments and Duties

3. In assigning teachers for the upcoming school year, every effort shall be made not to move a teacher from a primary to an intermediate assignment or from an intermediate assignment to a primary assignment or more than two grade levels from his or her current assignment without the consent of the teacher. Every effort shall be made not to move a secondary teacher more than two grade levels, or out of or into specialized programs without the consent of the teacher. Every effort shall be made to not give a secondary teacher a third preparation. Every effort will be made that teacher assignments, preparations, and rooms will not change. In the event a teacher assignment change may be necessary, student data, performance evaluation, certification, teacher input, and overall instructional needs of the school will be considered. Every effort will be made to assign members of the bargaining unit who serve multiple schools to schools that are in the same area as their homes, unless the member requests otherwise.



ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

Section D - Teaching Assignments and Duties

9. The parties agree that the provision for student supervision is primarily the responsibility of the professional employee in order to ensure a safe school environment. Supervisory duty shall be reviewed to ensure adequate supervision and equitable distribution of assignments. Non-classroom teachers shall not be required to perform supervisory duties for more than 45 minutes per day. A monthly schedule of duties shall be provided to all members of the bargaining two weeks prior to start of the month.



ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

Section D - Teaching Assignments and Duties

11. The requirements and procedures for teacher attendance at Board-adopted district in-service days as reflected on the Board-adopted district calendar shall be as follows: Teachers shall attend in-service programs held on in-service days except as provided below.

- a. When district records show that a teacher has had, within the three (3) previous years, a specific in-service experience, which is being required, the teacher may attend at his/her option.
- b. Upon a review of the in-service programs offered on a specific in-service day, the teacher and his/her principal mutually agree that the programs offered on that day do not contain activities which ~~would do~~ not pertain to the job duties of the member of the bargaining unit ~~beneficially apply to the responsibilities of the teacher~~ or the teacher has renewed his/her certificate for that school year, the teacher shall be allowed to remain at 24 his/her school or at another school board cost center, as assigned by the principal or request compensatory time.
- c. A teacher is granted an approved leave of absence for that day(s).



ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

Section G - Assignments and Transfers

H. Teachers may transfer to another school or worksite at any time during the school year if they are hired at another school or worksite.



ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

Section M - Teacher Facilities

8. If the air conditioning is not working properly in a teacher's room, he or she may leave immediately after student dismissal unless there is a previously scheduled meeting in a room with working air conditioning.



ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

Section N – Miscellaneous

~~15. School Career and Technical Education Classroom Teachers shall not be held responsible for procurement of quotes, processing of purchase orders for services, supplies, and equipment when using CAPE Money.~~

16. Career and Technical Education Classroom Teachers shall not be held responsible for maintenance and repairs of related program equipment and facilities.



ARTICLE IX - STUDENT/INTERN ASSIGNMENTS

A. Teacher acceptance of student teacher or teacher intern assignments shall be voluntary.

B. Money or other similar consideration earmarked for the teacher as a result of student teacher or teacher intern assignments which has been received by the Board shall be transmitted to said teacher.

C. The Professional Development Council (PDC) shall review the feasibility of awarding in-service credit to a teacher completing a student teacher or student intern assignment. The maximum inservice credit allowed by the then current district Master Inservice Plan shall be awarded to a teacher for and upon completion of a student teacher or teacher intern assignment.

D. Career and Technical Educators shall not be responsible for student internships.

1. An on-site CTE teacher who has a full class load shall be excused from fulfilling the duties of an OJT or Internship Teacher/Coordinator and/or Work-Based Learning Specialist.
2. Classroom teachers teaching four or more classes shall not be 'Teacher of Record' or teacher/coordinator.
3. It is hereby agreed that a representative other than the on-site full-time classroom teacher shall be responsible for conducting On the Job Training (OJT) site visits.
4. The OJT records and audit files shall be securely maintained by the CTE Director or personnel at the Educational Services Facility (ESF) in accordance with all applicable laws and regulations.
5. Planning periods for CTE on-site school instructors/teachers shall not be used for OJT/internship planning.
6. CTE classroom teachers with more than 3 classes in FOCUS shall not have OJT/internship students placed on their rosters in FOCUS and shall not be responsible for grading or attendance of OJT/internship students.



ARTICLE XIV - LEAVES OF ABSENCE

Section B - Paid Leaves

6. Bereavement Leave Up to ~~three (3)~~ **five (5)** days of Bereavement Leave shall be granted to a teacher at the time of the death of a family member.

7. Parental Leave Parental Leave - Up to ~~ten (10)~~ **thirty (30)** 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.



ARTICLE XVIII - DIFFERENTIATED PAY PLAN

7. Summer Training rate per hour ~~\$ 15.00 per hour~~ Hourly Rate



ARTICLE XVIII - DIFFERENTIATED PAY PLAN

8. Pay for Performance Supplements

c. Speech Language Pathologists with the Certificate of Clinical Competence issued by the American Speech-Language-Hearing Association (ASHA) ~~\$ 275.00~~ **\$5,500**



ARTICLE XVIII - DIFFERENTIATED PAY PLAN

8. Pay for Performance Supplements

g. Board Certified Behavior Analysts \$10,000

h. Occupational/Physical Therapists \$5,500

i. Media Specialists \$2,500



ARTICLE XVIII - DIFFERENTIATED PAY PLAN

8. Pay for Performance Supplements

I. A "Difficult School Assignment" differentiated pay to be paid to all teachers at the Area Alternative Learning Centers and Juvenile Justice sites. The amount of the differential shall be \$1,100. This includes members of the bargaining who regularly provide services and are assigned to the school, although it may not be considered their home school.

J. Differentiated pay to teachers at schools designated by the State as a "F" school.

1. The amount of the differential for all members of the bargaining unit who teach or provide services at the school ~~teachers who provide direct academic instruction~~ shall be \$1,200.00. ~~These teachers may include:~~

~~a. Pre-K-6 Teachers~~

~~b. Title I teachers who regularly provide direct academic instruction.~~

~~c. Special reading, writing or math teachers who regularly provide direct academic instruction.~~

~~d. Exceptional Education teachers who regularly provide direct academic instruction.~~

2. The amount of the differentiated pay for all support teachers who do not provide regular direct academic instruction shall be \$600.00



ARTICLE XXI - CONFORMITY TO LAW AND SAVINGS CLAUSE

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

Both BFT and the Board acknowledge that if Florida Statutes or other laws are modified during the duration of this Agreement, upon expiration and renewal of this Agreement such changes will be incorporated.