

BFT Proposal

Description of Proposal

9/29/2023

Dataset Descriptions

Dataset pulled on 8/16/2023

Staff Information

# Employees	4,746
Fund 100 Units	4,393.701
Eligible for Performance*	3,926.526

Starting Base Salary

Minimum Base Salary	\$ 48,725
Total Salaries Estimate	\$ 234,251,515
Total Base Salaries Estimate	\$ 229,826,047

(excludes Advanced Degree Differentials)

Adjustment Details

Pay for Performance Adjustment

\$594,171

Contract	Est. In Group	Fund Units*	Per Person	Cost Estimate
Performance		2,553.060		
Highly Effective	85.0%	2,170.101	\$175	\$379,768
Effective	15.0%	382.959	\$125	\$47,870
Grandfather		1,373.466		
Highly Effective	85.0%	1,167.446	\$125	\$145,931
Effective	15.0%	206.020	\$100	\$20,602
		3,926.526		\$594,171

TIA
9-29-23

*Excludes teachers hired after January 2023

Cost of Living Adjustment

\$0

# Teachers	Fund 100 Units	Per Person	Cost Estimate
4,746	4,393.701	\$0	\$0

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10-2-23

Tiered Adjustment

\$5,292,782

Group	Portion	Fund 100 Units	Per Person	Cost Estimate
>= 1 Years	0.00	1,945.245	\$1,325	\$2,577,450
>= 10 Years	0.25	1,096.136	\$1,325	\$1,452,381
>= 20 Years	0.50	439.690	\$1,325	\$582,590
>= 25 Years	1.00	513.480	\$1,325	\$680,361
		3,994.551		\$5,292,782

MR
10/2/23

Total Proposal Estimate

\$7,115,095

Salary	\$5,886,953	Benefits at 20.86%	\$1,228,142
TSIA (Excluding Charter and Scholarship Portion)		\$5,043,436	
Additional Funds		\$2,071,659	
BFT Increase			
% Increase Total Salaries			2.51%
% Increase Base Salaries (Excl. Adv. Deg)			2.56%

Board to BFT – March 23, 2023

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:

Area Counselors

Certified Behavior Analysts

Child Find Specialists

Classroom Teachers

Coordinating Teacher Units

Exceptional Education Teachers

Exceptional Student Education

Staffing Specialists

JROTC Teachers

Guidance Counselors

Lead Teachers

Learning Director

Media Specialists

Occupational Specialists

Resource Teachers

Title I Parent Educator

Title 1 Teachers

Title I Teacher Trainer

CONTINGENT UPON FINAL ORDER FROM PERC

(M)
8/1/23

(AC)
8-1-23



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.

BPS RESPONSE
August 1, 2023

BPS Counters

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 and publish on the district website to the union yearly.

BFTCounter
August 1, 2023

The district will provide a list of all committees and members and publish it on the district website (Labor Relations page) . The list will be updated when a new committee is formed or a current committee is disbanded.

BPS ACCEPTS BFT COUNTER AUGUST 1, 2023

Roman Manning
8/1/23

AC
10-2-23



ARTICLE V-UNION RIGHTS

Section L - Union Dues Deduction

Although currently prohibited by law, if the law changes or there is court order nullifying the law, this provision will immediately take effect.

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

Section M – Other Deductions

Although currently prohibited by law, if the law changes or there is court order nullifying the law, this provision will immediately take effect.

BPS ACCEPTS

(M)
10/2/23

(AC) 10-2-23



ARTICLE V - UNION RIGHTS

Section S-Contracted Services

The board shall notify the union semesterly of contracted services being used to provide services that are within the scope of services provided under job descriptions of Members of the Bargaining Unit.

BFT resubmits with changes.

August 1, 2023

BPS ACCEPTS

Ac 10-2-23

TA

10/2/23



**BPS Resubmit to BFT
August 9, 2023**

**ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT
Section B - Calendar**

4. The length of the normal teacher workweek shall be forty (40) hours. During the ten (10) days totaling eighty (80) hours reflected on the Board-adopted school calendar as student non-attendance days, the Superintendent and/or Principal shall schedule ~~thirty-six~~ forty (3640) hours of teacher work assignments providing a ~~forty-four~~ (440) hour balance which shall be designated as teacher planning/preparation time. Counselors who may otherwise be prohibited from planning time shall be granted a minimum of eight (8) hours to plan/prepare on their own prior to preplanning. These hours are in addition to any hours previously allocated and will be paid at the teacher's hourly rate. The principal shall give to teachers on the first day of pre-planning a written schedule of the year's non-student days, specifying which hours are to be administratively designated and which hours are to be used as teacher planning/preparation time. Except in an emergency, the principal shall not adjust the schedule. In such case, the adjusted schedule shall be provided in writing with details of the emergency.

starting next year

TA

*(AC)
10-2-23*

*(A)
10/2/23*



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

h. Teachers who are scheduled to work on religious holidays may request, in writing, and shall be granted, up to 1 flex days based on notification of their principal. The employee will make up the time as mutually agreed by the principal.

BFT counters August 4, 2023

BPS COUNTERS August 4, 2023

h. Teachers who are scheduled to work on religious holidays may request, in writing, and shall be granted, up to 1 flex days based on notification of their principal. The employee will make up the time as mutually agreed determined by the administration.

BFT ACCEPTS BPS COUNTER AUGUST 4, 2023

Roman Pruning
8/4/23

AR
10-2-23

ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

Section B - Calendar

8. The post-planning day will be at the teacher's discretion as long as all responsibilities, including check-out procedures have been completed. The day between the first and second grading periods will also be at the teacher's discretion for the entire duration Paragraph 11 (below) remains in the contract. The day between the third and fourth grading periods will also be at the teacher's discretion.

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10/2/23



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. All members of the bargaining unit who are not entitled to preparation time, shall be allowed to schedule office hours for up to 40 minutes per day. The scope of work done by these members of the bargaining unit during office hours shall be at their discretion. This language is not intended to provide members of the bargaining unit both planning time and office hours.

BFT resubmits with changes.


August 1, 2023

BPS Counter August 4, 2023

All members of the bargaining unit who are not entitled to preparation time, shall be allowed to schedule office hours for up to 40 minutes per day. The scope of work done by these members of the bargaining unit during office hours shall be at their discretion. This language is not intended to provide members of the bargaining unit both planning time and office hours.

TA


10/2/23


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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).

BPS RESPONSE
July 17, 2023

BPS Accepts

8/1/23
(M)

(AC)
8-1-23



Section E - Vacancies and Promotional Vacancies

1. A notice of all promotional vacancies shall be posted in each school at least five (5) workdays prior to the closing of the application period. ~~A copy of such notice shall be sent to the Union president at the time it is sent to schools.~~

2. The Deputy Superintendent / Chief Human Resources Officer or designee shall post on the district website a listing of all current teacher and promotional vacancies.

3. ~~The Board agrees to notify applicants and Union of the Board's decision regarding the filling of such vacancy(ies) provided that the applicant and Union have submitted a stamped self-addressed envelope with his/her application.~~

4. No promotional vacancy for which a pool exists, except vacancies which exist at the level of superintendent's staff, shall be permanently filled until all teachers who have properly submitted applications and who meet the qualifications as reflected on the posted notice and have highly effective or effective evaluations have been considered for an interview. If the applicant applies for at least five (5) positions and is not granted an opportunity to interview, he/she has the right to meet with the appropriate superintendent or designee along with a union representative.

5. For the Purpose of Promotion:

a. A notice of promotional vacancy shall set forth the qualifications, primary requirements, duties, and other pertinent information and the date by which the applicant must file the application. Such notice shall also include information indicating the salary range for the position and procedures for application.

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

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

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

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10-2-23

TA
8/4/23



**BPS Counter to BFT August 4, 2023
August 9, 2023**

Section G - Assignments and Transfers

1. ~~Voluntary~~ Transfer from School to School

- a. ~~A teacher who desires a change from his/her assigned school to another school in the district may request such reassignment by properly submitting in writing the request to the Superintendent or designee with a copy of the request to his/her principal. All members of the bargaining unit may transfer once per school year if offered a position at a different worksite, excluding the spring transfer period.~~
- b. ~~In the event that a teacher desires a transfer at the end of the regular school year, the teacher shall submit a written request that will be filed with the Superintendent or designee, with a copy to the principal, for active consideration throughout the period that school is not in regular session. The teacher shall be responsible for notifying the principal of an address and telephone number at which the applicant can be reached during the above period. After the 6-day count staffing plan is complete, any member of the bargaining unit effective by declining enrollment will be placed. Job postings will be available to current members of the bargaining unit at least 48 24 hours prior to the postings being open for external candidates.~~
- c. ~~Two teachers may voluntarily change positions or schools with the approval of the Superintendent or designee. By the end of the 3rd quarter, all members of the bargaining unit will be informed of declining enrollment at their worksite.~~
- d. No earlier than February, but no later than April of each year, schools will compile a list of anticipated vacancies for the next school year. The lists will be assembled at the district and then placed on Beacon the district's electronic job vacancy system or other internal electronic means. This will allow a consecutive two-week opportunity to interview for possible transfers, known as the spring transfer period. No position shall be permanently filled until at least 50% of teachers who have properly submitted applications and who met the qualifications as reflected on the posted notice and have a highly effective or effective annual evaluation have been interviewed.
 - i. All voluntary transfer candidates will have priority over non-involuntary transfer ~~When~~ candidates.
 - ii. All involuntary transfer candidates will be placed in a position without an interview if they are certified for the position. If more than one involuntary transfer candidates applies for a position, an interview will be conducted and the evaluation of the teacher.
 - iii. ~~approving or disapproving a request for voluntary transfer, the Board agrees to include among the factors to be considered the following:~~
 - 1) ~~Whether the teacher has been involuntarily transferred within the two (2) year period of time immediately preceding the year in which the voluntary transfer, if approved, would take place.~~

Rebecca [Signature]
8/9/23

[Signature] 8-2-23



**BPS Counter to BFT August 4, 2023
August 9, 2023**

~~2) The length of time the teacher requesting voluntary transfer has been assigned to his/her current teaching responsibilities or his/her current school site.~~

~~3) The evaluation of the teacher.~~

3) —

e. Two teachers may voluntarily change positions or schools with the approval of the Superintendent or designee. ~~In the event a teacher a highly effective or effective requests a voluntary transfer as provided herein and such request is denied, the teacher shall be provided an opportunity to confer with the Superintendent regarding the denial. The superintendent shall give reasons for denial and upon request by the teacher a Union representative shall be present.~~

f. ~~No earlier than February, but no later than April of each year, schools will compile a list of anticipated vacancies for the next school year. The lists will be assembled at the district and then placed on Share Point. This will allow a consecutive two-week opportunity to interview for possible transfer. No position shall be permanently filled until at least 50% of teachers who have properly submitted applications and who met the qualifications as reflected on the posted notice and have a highly effective or effective annual evaluation have been interviewed.~~

g. ~~If during pre-planning, teachers receive a teaching assignment different from the anticipated assignment provided to them the previous year, they shall be allowed the pursue a transfer to another school.~~

2. Reassignments Within a School

- a. A teacher shall have the right to request reassignment within the same school to which he/she is assigned.
- b. Teachers may voluntarily change positions with other teachers within a school with approval of the principal.

3. Involuntary Transfer

In the event a decline in student enrollment necessitates the Board reducing continuing contract and professional services contract teachers within a school, the following procedures shall be followed:

- a. The principal shall inform the faculty of the necessity to reduce continuing contract and professional services contract teachers and provide the faculty with the opportunity to request transfer to fill a vacancy at another school.
- b. Prior to the reappointment of any annual contract teachers, all continuing contract and professional services contract teachers, in the district, shall be assigned to a position -if no

12/8/23



**BPS Counter to BFT August 4, 2023
August 9, 2023**

position is secured during the Spring Transfer Period. Provided that in the event there is no continuing contract teacher or professional services contract teacher certified in a field in which there is a vacant position, an annual contract teacher may be appointed to fill such position.

~~e. A listing of teacher vacancies shall be posted at each school, which is reducing continuing contract or professional services contract teachers. The list shall be made available to all teachers on the district's website or other internal electronic means, no later than the first day of the transfer period.~~

~~d. e. If a teacher who volunteers to transfer to a vacancy meets the certification requirements for such vacancy, such teacher shall be given the opportunity to interview for the vacant position. Provided a request for such interview is made to the appropriate principal within a five (5) workday period immediately following the faculty notification as provided in paragraph 1 herein. The teacher must concurrently notify his/her current principal of such interview requests.~~

~~e. d. The teacher shall receive notification of the interviewing principal's decision regarding such transfer request.~~

f. c. In the event such transfer request is denied, the teacher shall have the right to meet with the superintendent and advance reasons why such voluntary transfer should be granted. A request for such meeting shall be in writing and shall be filed no later than five (5) workdays after notification of the denial of the transfer request is provided to the teacher.

g. d. If the Board effectuates a reduction of continuing contract and professional services contract teachers by involuntary transfer, the following procedures shall be followed:

- 1) If within five (5) workdays after faculty notification as provided in paragraph 1 herein, there remains the necessity to reduce continuing contract or professional services contract teachers, the Board shall give written notification to the selected teacher of the Board's intent to involuntarily transfer him/her. Within five (5) workdays of such notification, a teacher so selected shall be granted an interview in the same manner and within the same guidelines as provided to teachers who have volunteered for transfer as provided herein.
- 2) A teacher so selected shall have the right to meet with the superintendent and advance reasons why such involuntary transfer should not occur. A request for such meeting shall be filed no later than five (5) workdays after notification of such involuntary transfer.
- 3) A teacher whose involuntary transfer becomes effective at the beginning of the next school year shall have the option to return to the school from which he/she was involuntarily transferred provided the position from which he/she was transferred

 8/9/23



**BPS Counter to BFT August 4, 2023
August 9, 2023**

becomes vacant prior to Labor Day. The term “position” as used herein shall mean the same or substantially the same teaching assignment from which the teacher was involuntarily transferred.

h.e. In the event the Board determines to transfer a teacher for reasons other than declining enrollment, the following procedures shall apply:

- 1) Upon notification, the teacher will be given the opportunity to voluntarily transfer fifteen (15) days prior to the date of the transfer provided the teacher receives a complete list of available positions at the beginning of the fifteen (15) day window.
- 2) The teacher who volunteers will be given priority over new hires in the affected teacher’s field of certification in those schools at which the teacher has sought an interview.

h.f. In the event the teacher does not choose to volunteer, the following procedures will apply:

- 1) The teacher shall receive written notification as soon as the final decision to effectuate such transfer is made.
 - 2) The reason(s) for such transfer shall be contained in such notification.
 - 3) The teacher shall be given the opportunity to meet with the Superintendent for the purpose of advancing his/her reasons why such transfer should not take place.
4. In the event the Board decides to close a school for the following school year, ~~all members of the bargaining unit shall be placed prior to the Spring Transfer Period. Nothing shall preclude these teachers from transferring during the Spring Transfer Period~~ Continuing Contract (CC)/Professional Services Contract (PSC) teachers at the affected school shall have a separate transfer period that shall end no later than the beginning of the first voluntary transfer period as described in Article VI, Section F. 1. (f). Before such transfer period, it shall be determined to which school(s) students from the closing school will transfer. Teachers shall be allowed to interview at the school(s) that are to receive students from the closing school. Every reasonable effort shall be made to place CC/PSC teachers at the receiving schools, as long as there are positions available that match certifications. Teachers may then participate in voluntary transfer periods.

Section H - Teacher Evaluations

1. A teacher shall be apprised of the Board’s formal evaluation procedures. Such appraisal shall be scheduled during preplanning provided that a teacher who is employed after the preplanning period shall be similarly apprised prior to the implementation of such procedures relative to the evaluation of such teacher. Appraisal as required in this paragraph shall include the teacher appraisal system, as well as any checklist type of form that an individual principal may determine to use in a particular school.



**BPS Counter to BFT August 4, 2023
August 9, 2023**

- a. An IPPAS focus group shall be assembled once a year, in the spring semester, to discuss successes and issues of the evaluation system. The focus group shall be jointly chaired by the President of BFT, or designee, and the Superintendent, or designee. Recommendations may be made by this focus group for changes in the IPPAS to which may be implemented the following year.
 - b. No teacher shall be required to formally evaluate any other teacher, except for the purpose of assessing individual collaborative mutual accountability within school teams as required in the District's Instructional Personnel Performance Appraisal System (IPPAS). There shall be no requirement that peer observations be reported to administration.
2. Observations of a teacher's performance for the purpose of formal evaluation shall be conducted either singularly or in combination by a school administrator(s), district level administrator(s), or other qualified persons, who may be specifically requested by the Board to assist in such observation(s). If an evaluator is used who is not regularly assigned to work in the same school as the teacher being evaluated, such evaluator shall be identified to the teacher prior to such evaluation. A teacher may decline to accept input from a teacher, except a peer mentor teacher, that will ultimately be used as part of his or her evaluation.
- a. A teacher may decline to be observed by a specific teacher or teachers except for a peer mentor teacher.
 - b. Where a school has more than one (1) administrator assigned, a teacher may request one of the administrators not be assigned to do the teachers' evaluation.
3. All formal observations shall be conducted with the knowledge of the teacher.
4. Every teacher will have no less than one (1) consecutive twenty (20)-minute administrative observation as part of a formal annual evaluation and no longer than the period of time that the particular class or activity is in session and shall be reduced to writing. Any other observations of a teacher's performance by administration which are to be utilized in the evaluation of such teacher's performance shall be in writing and provided to the teacher within five (5) working days.
5. Formal observations shall be discussed with the teacher within ten (10) workdays following the observations. The purpose for such discussion shall be for the evaluator and teacher to examine the teacher's strengths and weaknesses and possible assistance to be given and means for improvement of those strengths and weaknesses. Such evaluation shall not be discussed with nor displayed in front of students or parents, provided this paragraph shall not be applicable to any Board meeting. The teacher shall be provided a signed copy of the formal evaluation within twenty-four (24) hours of the discussion.
6. Teachers shall be provided with a copy of all written observation records and shall be given the opportunity to submit written comments regarding such records for attachment thereto, provided

 8/9/23



**BPS Counter to BFT August 4, 2023
August 9, 2023**

such comments are submitted within fifteen (15) workdays of the receipt by the teacher of the observation record.

7. A planned practice of using the intercommunications system in a school for the purpose of gathering information to be used in the evaluation of that teacher shall not be allowed.
- ~~8. For the purposes of this section, "formal observation" and "formal evaluation" shall mean, respectively, the observations and procedures conducted for the primary purpose of judging teacher performance.~~
- ~~9.~~8. In the event the Board shall desire to alter the contents of the teacher evaluation instrument in use as of the effective date of this agreement, prior to such alteration the Union shall be provided written notification of the Board's intent to affect such alteration. The Union, upon receipt of such notification shall be allowed seven (7) calendar days within which to respond regarding such changes.
- ~~10.~~9. Whenever the principal schedules a conference with a teacher for the purpose of discussing his/her formal evaluation, such teacher shall be given prior notice of the purpose of such conference.
- ~~11.~~10. Parent and/or student complaint(s) shall be reported to the teacher prior to the inclusion of such complaints in the formal evaluation of the teacher. The teacher shall have the opportunity within fifteen (15) workdays to resolve and/or respond to the complaint(s). The failure of a teacher to respond as provided herein shall not prohibit the inclusion of such material in the teacher's formal evaluation.
- ~~12.~~11. The quantity of discipline referrals and number of student failures shall not be considered in isolation but should be considered in conjunction with other factors such as severity of discipline referral offenses, level of classes, number of preparations, and grouping patterns.
- ~~13.~~12. When assigning evaluation scores for individual elements in Dimensions 1 through 4 of the Instructional Practices piece of IPPAS, a rating of "U", or Unsatisfactory, shall not be assigned after March 1 unless one or more of the following conditions exist:
 - a. There is supporting evidence of a "U" being assigned at least once to an Informal or Formal observation prior to March 1; and/or
 - b. The employee is on a Professional Development Action Plan for that dimension initiated before March 1; and/or
 - c. The employee has engaged in conduct with rises to the level of discipline either before or after March 1.
- ~~14.~~13. Artifacts submitted to an evaluator before a final observation shall be reviewed by and evaluating administrator and given due consideration in final evaluation.

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**BPS Counter to BFT August 4, 2023
August 9, 2023**

14. During a pre-observation conference, a teacher shall have the opportunity to discuss the anticipated lesson to be observed. If an evaluator cannot observe the lesson and needs to reschedule the observation, the teacher shall of the right to another pre-observation conference, if requested.

15. All teacher evaluations must be complete by April 1st.

a. An informal observation and meeting must be held prior to a formal observation

b. Mid-year evaluations must be completed by the start of the second semester

i. Prior to the end of the 1st Semester all teachers will receive an informal observation; 1st-year teachers will receive their first formal prior to the end of the 1st quarter and 1st formal observation by the end of the 1st semester provided they are hired prior to September 1st.

ii. All 1st year teachers, 2nd informal observation must be completed before the final formal observation and by the end of the 3rd quarter.

c. ~~Whether or not a teachers has a full evaluation, nor a certain number of workdays, shall not preclude an administrator from recommending a 1st-year teacher for reappointment.~~

~~15.~~

BFT ACCEPTS BPS COUNTER AUGUST 9, 2023

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8/9/23



Section H - Teacher Evaluations

10. Teachers teaching a dual enrollment class may be observed by an agent of the institution governing the program. This observation shall not be used for any formal or informal BPS evaluation of the teacher.

(Handwritten signature)
10/2/23

TA - 9-12-23
(Handwritten signature) 10-2-23



ARTICLE VI - GENERAL CONDITIONS OF EMPLOYMENT

Section N – Miscellaneous

15. District Career and Technical Education Staff shall work with CTE teachers for procurement of quotes, processing of purchase orders for services, supplies, and equipment when using CAPE Money.

16. Career and Technical Education District Staff shall assist CTE teachers concerning maintenance and repairs of related program equipment and facilities.

17. Career and Technical Education District Staff shall assist teachers with fulfilling the duties of student internships.

BFT counters August 4, 2023

BPS ACCEPTS


10/2/23


10-2-23



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.

BPS Counter August 4, 2023

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 will be limited to a maximum of ~~shall not be required to perform~~ two (2) supervisory duties totaling ~~for no more than 45~~ sixty (60) minutes per day, except with the initial two (2) weeks of the school year. Activities such as exam proctoring, class transitions, assemblies and similar responsibilities are not considered supervisory duties. These examples are not exhaustive. A monthly schedule of duties shall be provided to all members of the bargaining two weeks prior to start of the month.

BPS Counter September 12, 2023

Non-classroom teachers Exceptional Student Education (ESE) service providers, due to the intensive and individualized attention required to cater to students' diverse needs, shall ~~be limited to a maximum of~~ shall not be required to perform two (2) supervisory duties ~~for~~ not totaling more than 45 sixty (60) minutes per day. During the initial two (2) weeks of the school year, all non-classroom teachers, including ESE service providers, may be required to assist with supervisory duties as part of ensuring a smooth transition into the new academic term. The school district and union shall collaboratively review the distribution of supervisory duties on a regular basis to ensure that duties are fairly allocated and to address any concerns that may arise. A monthly schedule of duties shall be provided to all members of the bargaining two weeks prior to start of the month.

BFT COUNTER September 25, 2023

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 will be limited to a maximum of two (2) supervisory duties no more than sixty (60) minutes per day, except with the initial two (2) weeks of the school year. Activities such as exam proctoring, class transitions, assemblies and similar responsibilities are not considered supervisory duties. These examples are not exhaustive. This 60 minute per day limit is not applicable to Athletic Directors and Teachers on



Assignment; however, the school district and union shall collaboratively review the distribution of supervisory duties for all members of the bargaining unit on a regular basis to ensure that duties are fairly allocate and to address and concerns that may arise.

BPS COUNTER September 25, 2023

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. Exceptional Student Education Service Providers (ESE) Non-Classroom teachers will be limited to a maximum of two (2) supervisory duties not totaling more than sixty (60) minutes per day, except with the initial two (2) weeks of the school year. Activities such as exam proctoring, class transitions, assemblies and similar responsibilities are not considered supervisory duties. These examples are not exhaustive. This 60 minute per day limit is not applicable to Athletic Directors and Teachers on Assignment; however, the school district and union shall collaboratively review the distribution of supervisory duties for all members of the bargaining unit on a regular basis to ensure that duties are fairly allocate and to address and concerns that may arise.

During preplanning, the principal will provide the schedule of supervisory duties to all teach members of the bargaining unit.

*T/A
9-25-23
10/2/23*



ARTICLE VIII - JROTC (TYPE "G" EMPLOYEES)

~~6. Advanced degree supplements will be paid in compliance with Article XVII.D.~~

BPS Counter August 9, 2023

ARTICLE VIII - JROTC (TYPE "G" EMPLOYEES)

Section H

6. Advanced degree supplements will be paid in compliance ~~with Article XVII.D~~ with Florida Statutes.

TA

(A) 10-2-23

(A) 10/2/23



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.

BPS COUNTERS
August 1, 2023

ARTICLE XIV - LEAVES OF ABSENCE

Section B - Paid Leaves

- 6. Bereavement Leave Up to 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 ~~thirty (30)~~ **fifteen (15)** 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.

MA
10/2/23

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10-2-23



**BPS Resubmit to BFT
September 12, 2023**

ARTICLE XVI - WELFARE

Section A – Health Insurance

Effective January 1, 2023, the Board agrees to contribute to the district benefits plan for teachers electing the Brevard Public Schools Health Plan.

1. Effective January 1, 202~~2~~³, the in-network deductible will be as follows:
 - a. If eligible employees and their covered spouse complete a Health Risk Assessment and an ~~an biometrics screening~~ annual physical, at no cost to them, the in-network health plan deductible will be \$750.00/individual and \$1,~~250~~500.00/family on the Silver Plan and \$1,500/individual and \$3,000/family on the Gold Plan.
 - b. If eligible employees and their covered spouse do not complete both a Health Risk Assessment and an ~~an biometrics screening~~ annual physical, at no cost to them, the in-network deductible will be \$1,750.00/individual and \$3,500.00/family on the Silver Plan and \$2,500/individual and \$5,000/family on the Gold Plan.

TA

AC
10-2-23

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**BPS Resubmit to BFT
September 12, 2023**

Section H - Retired Teachers

The Board shall provide a teacher at the time of his/her normal retirement the option of participating, at his/her own expense, in the Board's medical insurance ~~program.~~program as long as the retiring teacher is not eligible for Medicare. If Medicare eligible, the Florida School Retiree Benefits Consortium (FSRBC) is an option.

- Not a change

TN

AC
10-2-23

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10/2/23



**BPS Resubmit to BFT
September 12, 2023**

Section I - Benefits Eligibility

1. For benefits eligibility purposes only, a REGULAR FULL-TIME TEACHER shall mean a teacher who is appointed to work a minimum of thirty-two (32) hours per week.
2. Teachers working twenty-five or fewer hours each week, part-time, substitute and short-term contract teachers shall not be eligible for employee benefits including, but not limited to, health care, dental and vision coverage.
3. Benefits eligibility for substitute, part-time and short-term contract teachers as well as those who work twenty-five (25) or fewer hours each week, and are subsequently hired to a regular, full-time position may enroll in employee benefits within the first ~~thirty~~ten (30~~10~~) days of their hire as a regular full-time teacher. Employee benefits for these full-time teachers that enroll within the first ~~thirty~~ten (30~~10~~) days of their initial hire as a full-time teacher will be in effect starting on the teacher's ~~forty-sixth~~fifteenth (46~~15~~th) day of employment as a regular full-time teacher.

✓✓

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10/2/23

10-2-23



**BPS Resubmit to BFT
August 9, 2023**

ARTICLE XVIII - DIFFERENTIATED PAY PLAN

- A. The Board shall make an effort to find teacher volunteers for all positions pursuant to this Article. Part of such effort shall include e-mailing all teachers. The principal shall establish minimum qualifications for differentiated pay positions within a school and shall review all applicants who meet the minimum qualifications and make his/her determination as to who should fill the position. When other factors are judged to be equal, it is the intent of the district that teacher applicant(s) from the school with the vacant position shall be chosen.
- B. For all athletic positions, the Board may advertise internally and externally concurrently with teachers at the school. Teachers at the school will receive an additional ten (10) percent on the scoring rubric.

BFT ACCEPTS BPS COUNTER AUGUST 9, 2023

Ryan Gray
8/9/23

IK
8-9-23



ARTICLE XVIII - DIFFERENTIATED PAY PLAN

5. Inservice preparation and teaching (Maximum of five hours Per day) \$ 22.50 per hour Hourly rate

10/2/23
MS

AC
10-2-23

TA
9-25-23



ARTICLE XVIII - DIFFERENTIATED PAY PLAN

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

BPS RESPONSE
July 17, 2023

BPS Accepts

(MA)
8/1/23

(AC)
8-1-23



ARTICLE XVIII - DIFFERENTIATED PAY PLAN

D. Teachers participating in supervisory duties of events unrelated to the necessary operation of the schools outside the normal teacher workweek and which generate funds, including but not limited to athletic events, dances, and other social functions, shall be compensated at ~~ten dollars~~ and zero cents (~~\$10.00~~) \$15.00 per hour.

Fifteen

TA

*10/2/23
10*

(AK) 10-2-23



BFT Counter

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~~ \$2,000.00

g. Board Certified Behavior Analysts \$2,000.00

h. Occupational/Physical Therapists \$2,000.00

BPS Counter September 25, 2023

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~~ \$21,000.00

g. Board Certified Behavior Analysts \$21,000.00

h. Occupational/Physical Therapists \$21,000.00

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10-4-23

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10/4/23



**BPS Resubmit to BFT
September 12, 2023**

BPS Health Plan "Gold Plan" Schedule of Benefits for Calendar Year 2023⁴

Benefit Feature	In-Network Employee Pays		Out-of-Network Employee Pays
Lifetime / Annual Maximum	None		
Calendar Year Deductible (CYD) / Applies to coinsurance not to copays: Completed Biometric & Health Assessment ONLY Covered Employee OR Covered Spouse completed Biom & HA Did Not Complete Biometric or Health Assessment	\$1,500 individual - \$3,000 2 or more \$2,000 individual - \$4,000 2 or more \$2,500 individual - \$5,000 2 or more		\$3,000 individual - \$6,000 2 or more \$4,000 individual - \$8,000 2 or more \$5,000 individual - \$10,000 2 or more
Out-of-Pocket (OOP) Maximum Per Calendar Year *** (Medical) Both partners work for School Board = Married Combined Household	\$5,500 individual - \$11,000 2 or more		\$12,500 individual - \$25,000 2 or more
	Copay	Coinsurance	Coinsurance
In-Patient Hospital; average semi-private rate	\$900 copay	CYD then 20% coinsurance	CYD then 50% coinsurance
In-Patient Mental Health & Substance Abuse	\$900 copay	CYD then 20% coinsurance	CYD then 50% coinsurance
Outpatient Surgery	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Emergency Room	\$450 copay, CYD then 20% coinsurance		
Office Visit – PCP or Mental Health	Copays: GGDTier I \$30; Non- GGDTier I \$45	\$0	CYD then 50% coinsurance
Office Visit – Specialist	Copays: GGDTier I \$50; Non- GGDTier I \$75	\$0	CYD then 50% coinsurance
Acupuncture -limited to twelve (12) visits a calendar year -PCP office	\$30 copay	\$0	CYD then 50% coinsurance
Acupuncture -limited to twelve (12) visits a calendar year -Specialist	\$50 copay	\$0	CYD then 50% coinsurance
BPS Well-Care Centers	\$0 copay		
BPS Preferred Health Centers	\$30 copay		
Urgent Care Center/Convenience Care	\$75 copay		
Preventive Care Benefits* such as:	Subject to Health Care Reform (PPACA) Preventive Care Benefits are 100% covered within Clinical Guidelines based on age and gender		
Well-Baby Exam, Well-Child Exam, Annual Well-Adult Exam			CYD then 50% coinsurance
Colonoscopy, Mammography, PAP, & PSA Screenings			CYD then 50% coinsurance
Ambulance Services	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Major Diagnostic Services (e.g., x-rays, MRI, PET etc.)	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Maternity Care	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Outpatient Hospital Facility including but not limited to ambulatory surgery, diagnostic, rehabilitation	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Contracted Laboratory Services - Physician Office or Preferred Lab (Quest or LabCorp)	\$0	\$0	CYD then 50% coinsurance
Chiropractic Coverage - limited to twenty (20) visits per calendar yr	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Short-term rehabilitative Services (**PT, ST, OT, pulmonary) Limited to a combined sixty (60) visits/ calendar year	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Chemotherapy, Radiation Therapy at outpatient facility	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Skilled Nursing Facility (includes rehab hospital & sub-acute facilities - limited to 120 days per calendar year)	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Home Health Care – Multiple visits can occur in one day' with a visit defined as a period of 2 hours or less to a max of 8 visits/day	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Durable Medical Equipment (includes Diabetes Supplies)	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Hospice	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Cardiac Rehabilitative Services - Limited to 36 visits per calendar year	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance

AC 10/2/23

TR 10/2/23

TR 9/12/23

Transplant Services -Max benefit for trans, lodging & meals \$10,000, subject to guidelines in Section IV of the plan document. (SPD)	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
External Prosthetic Devices	\$0	CYD then 20% coinsurance	CYD then 50% coinsurance
Penalty for failure to pre-certify listed procedures	\$0	\$0	15% reduction in allowance of benefits



**BPS Resubmit to BFT
September 12, 2023**

APPENDIX A

Employee Hospitalization/Medical Plan

In addition to the employee benefits otherwise contained in the Collective Bargaining Agreement between the parties, the following employee benefits and other pertinent information shall become effective upon ratification by the employees and the School Board. Upon ratification these benefit plan rates are effective for the period of January 1, 2023, to December 31, 2023. Starting January 1, 2023, the Board will offer two separate employee health plans for staff to choose from:

1. SILVER PLAN premiums per month will be as follows:

<u>Type</u>	<u>Premium Amount</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Employee	\$ 747.53822.28	\$ 637.00711.75	\$ 110.53
Employee / Spouse	\$ 1,648.771,813.65	\$ 1,125.001,289.88	\$ 523.77
Employee/Children	\$ 1,347.281,482.01	\$ 1,040.001,174.73	\$ 307.28
Employee/Family	\$ 2,247.332,472.06	\$ 1,606.001,830.73	\$ 641.33

Surcharge of \$250.00 per month for a Spouse with eligible for medical insurance elsewhere with their employer, but only elects BPS Health Plan Coverage.

Surcharge of \$50.00 per month if employee or covered spouse uses tobacco.

2. GOLD PLAN premiums per month will be as follows:

<u>Type</u>	<u>Premium Amount</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
Employee	\$ 779.26857.19	\$ 630.00707.93	\$ 149.26
Employee / Spouse	\$ 1,746.431,921.07	\$ 1,140.001,314.64	\$ 606.43
Employee/Children	\$ 1,408.311,549.14	\$ 1,050.001,190.83	\$ 358.31
Employee/Family	\$ 2,357.192,592.91	\$ 1,615.001,850.72	\$ 742.19

Surcharge of \$250.00 per month for a Spouse with eligible for medical insurance elsewhere with their employer, but only elects BPS Health Plan coverage.

Surcharge of \$250.00 per month if employee or covered spouse uses tobacco.

AC
 10-4-23
 10/4/23

**THE SCHOOL DISTRICT OF BREVARD COUNTY, FL AND
THE BREVARD FEDERATION OF TEACHERS
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Brevard Federation of Teachers (BFT) is the certified bargaining agent for the School District of Brevard County, Florida; and,

WHEREAS, the School District of Brevard County, Florida (District) is the employer and party to the Teacher Collective Bargaining Agreement (CBA) with BFT; and,

WHEREAS, Gardendale Separate Day School provides comprehensive, individualized, research based educational, and behavioral services to students identified by the Child Study Team.

WHEREAS, it is crucial that the Gardendale Separate Day School is staffed with teachers who can meet the unique needs of these students by the start of the school year.

WHEREAS, the District is experiencing a teacher shortage;

NOW, THEREFORE the district agrees to pay the teachers at this school a bonus of up to \$5,000 paid in the following manner.

- Teachers who have agreed to transfer to, or are hired for, or employed with Gardendale Separate Day School and are on board by August 30, 2023, and are in an active status, will receive \$1,700, prorated by their 1.0 full time equivalent on October 13, 2023.
- Teachers who are employed by September 29, 2023, and remain in place February 29, 2024, will receive \$1,700, pro-rated by their 1.0 full time equivalent on April 15, 2024.
- Teachers who are employed on or before March 1, 2024, and who are still on-board May 28, 2024, will receive \$1,600 pro-rated by their 1.0 full time equivalent on June 28, 2024.

BY:  7/31/23
Rosemary Browning Date
Manager, Labor Relations
Professional Standards & Labor Relations

BY:  7-31-23
Anthony Colucci Date
BFT President

**THE SCHOOL DISTRICT OF BREVARD COUNTY, FL AND
THE BREVARD FEDERATION OF TEACHERS
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the State of Florida recognizes Career and Technical Student Organizations, (CTSOs) and

Whereas these organizations include:


- Business Professionals of America (BPA)
- Distributive Education Clubs of America (DECA)
- Florida Public Service Association, Inc. (FPSA)
- Future Business Leaders of America (FBLA)
- National Future Farmers of America (FFA)
- Family, Career and Community Leaders of America (FCCLA)
- Future Health Professionals (HOSA)
- SkillsUSA
- Technology Student Association (TSA)
- Florida Future Educators of America (FFEA), and

Whereas these CTSOs are aligned to the sixteen national CTE career clusters,

Therefore, Brevard Public Schools will pay a supplement of \$1500, up from \$444, to teachers volunteering to sponsor one of the organizations above for teachers who complete the following:

1. Within the first thirty (30) days of school, submit a *Guide of Engagement* (GOE) form to the Director of Career & Technical Education encompassing the work outlined below.
2. Hold at least four (4) organization chapter meetings during the year.
3. Implement activities from prescribed list for student participation at least three (3) times during the year.
4. Provide opportunities for student members to participate in a skills event, related to the organization during the year.
5. Participate in at least one (1) professional learning opportunity, related to the organization's career cluster, either in district or in state.
6. Provide at least four (4) opportunities related to career awareness of the organization's career cluster, during the year.
7. Provide relevant instruction to prepare students for career and college opportunities of the organization's career cluster at least four (4) times during the year.
8. Prior to May 1, submit the one (1) page "End of Year Activities" form to their principal for approval of payment process.

BY:  10/4/23
Gail D. Williams, Director Date
Professional Standards & Labor Relations

BY:  10-4-23
Anthony Colucci, President Date
Brevard Federation of Teachers



**BPS Resubmit to BFT
September 25, 2023**

ARTICLE XXIV - DURATION OF AGREEMENT

- A. Except as otherwise provided in specific Articles, this Agreement shall be effective immediately upon ratification by the parties.
- B. This Agreement shall be effective until midnight the day immediately preceding the first day of the beginning of the ~~2022-2023~~2023-2025 teacher work year. Salary and Benefits will be negotiated for the 20234-245 contract. ~~Each party shall bring no more than two language proposals to negotiations for the 20234-245 contract.~~
- C. Negotiations for a subsequent Agreement shall commence no later than May 15th except as otherwise mutually agreed to by the parties. If any additional funds should become available for salary adjustments due to any legislative action the parties shall immediately return to the table to negotiate all monetary issues.

TA
9/29/23

9-29-23

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10/2/23

AC
10-2-23

**THE SCHOOL DISTRICT OF BREVARD COUNTY, FL AND
THE BREVARD FEDERATION OF TEACHERS
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the Brevard Federation of Teachers (BFT) is the certified bargaining agent for the School District of Brevard County, Florida; and,

WHEREAS, the School District of Brevard County, Florida (District) is the employer and party to the Teacher Collective Bargaining Agreement (CBA) with BFT; and,

WHEREAS, Wednesday, August 30, 2023 was cancelled due to Hurricane Idalia; and

WHEREAS, 18 secondary schools do not have enough minutes built into their First Semester Schedules to cover the loss of instructional time.

NOW, THEREFORE the district and union agree to the following:

- The required time needed will be made up by extending the First Semester one day into the Second Semester (Monday, January 8, 2024).
- If a 2nd hurricane make-up day is needed, First Semester shall be extended to January 9, 2024.
- If a 3rd hurricane make-up day is needed, First Semester shall be extended to January 10, 2024. April 22nd shall be used to ensure enough minutes in Second Semester.

BY: _____

Date

BY: Anthony S Colucci 9-22-23

Anthony Colucci, President

Date