

The School Board of Brevard County, Florida
TENTATIVE AGREEMENTS WITH BREVARD FEDERATION OF TEACHERS
2018-19

Article IV – Grievance Procedure

Section C – General Provisions

1. A representative of the Union shall have the right to be present and present his/her views at any formal meeting held pursuant to this Article. If the Union is not the grievant, it shall be notified of the time and place of such formal meeting concurrently with the transmission of notice to the teacher. In the processing of grievances, the teacher shall have the right at his/her option to represent himself/herself at his/her own expense, or at his/her own expense to be represented by some other person of his/her choosing at any formal meeting held pursuant to the Article. **The outcome of a grievance in which BFT did not participate shall not create precedent.**

Article V – Union Rights

Section B – Leave to Serve as Officer of Union

1. Leave of absence without pay shall be granted by the Board for the purpose of serving as an officer of the Brevard Federation of Teachers [limited to four (4)] and the Florida Education Association. Request for leave shall be made upon written application of such teacher to the Superintendent at least twenty-five (25) calendar days prior to the onset of the semester in which the leave is to begin. Such leave shall not be for less than one (1) school year. Such leave shall not be renewable for any longer than the duration of this agreement. **Upon completion of three (3) consecutive years, an annual contract teacher shall be eligible for union leave to serve as a union officer as long as he or she meets the conditions for reappointment as stated in Article VI Section F. Upon finishing his or her term, such annual contract teacher shall be reappointed to an annual contract.**

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 (36) hours of teacher work assignments providing a forty-four (44) 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.

Article VI – GENERAL CONDITIONS OF EMPLOYMENT

Section B - Calendar

6. The early release program shall be implemented in a manner that ensures compliance with Florida Statutes in regard to instructional time.

(a) Beginning with the 2018-2019 school year, early release shall begin the second Friday of the school year and continue each Friday thereafter, excluding the three (3) shortened student days at the end of each semester as outlined in paragraph 7 below. Students at each site shall be released a minimum of seventy-five (75) minutes earlier than the typical dismissal time for the site. **No more than six (6) early release Fridays shall be used for site-based professional development at the discretion of the principal with no more than three (3) per semester. The Principal shall establish a professional development calendar during pre-planning.** Beginning with the 2017-2018 school year, teachers may utilize Compensatory Time on early release days.

Article VI – General Conditions of Employment

Section B - Calendar

12. On days of both the primary and general elections, teachers shall be released as soon as the student day has ended and student supervisory duties have been completed.

Article VI –General Conditions of Employment

Section C – School Day/Workweek

1.(d) In cases where a self-contained exceptional education teacher does not receive his or her lunch due to documented concerns regarding student safety and supervision, the teacher will receive compensatory time by submitting a request within two (2) workdays.

Article VI – General Conditions of Employment

Section C – School Day / Workweek

2. Planning time

f. Classroom teachers assigned to teach in elementary schools shall have ~~Two (2)~~ **three (3)** of their five (5) forty (40) minute weekly preparation times as "No meeting zones" for uninterrupted preparation time. Each school will determine which days each week will be

so designated. Except in an emergency, the principal shall not adjust the schedule. Classroom teachers assigned to teach in secondary school shall have at least ~~two (2)~~ three (3) of their weekly preparation times without any scheduled meetings, except in an emergency.

A third (3) day of the five (5) weekly preparation times will be considered “no meeting zones” with the exception of meetings mandated by state or federal law including, but not limited to, IEP, 504, and LEP or meetings scheduled at the teacher’s request.

Article VI – General Conditions of Employment

Section D – Teaching Assignments and Duties

12. When a teacher receives a significant reassignment after the start of the school year, the principal shall provide non-student time for planning and preparation. ~~Furthermore, if a teacher receives a significant reassignment after PGP’s have been submitted, the teacher will be given the opportunity to modify the PGP to better reflect the new assignment.~~

Article VII - Teacher Protection

- A. Before the student is returned to class, serious consideration should be given to the effect such return would have on the learning environment for the other students in the class. If the consequence of a discipline referral is a conference with administration, the teacher shall be allowed to attend that conference if he or she requests. *If a teacher requests a conference with an administrator or acting administrator about a referred non-ESE student, the teacher has the right to deny the entry of the referred student into his or her classroom for up to 45 minutes from the time of the incident. If the teacher invokes this clause, an administrator or acting administrator must have a conference with the teacher within three (3) days.*

Article VII – Teacher Protection

S. The use of cellphone apps or any other form of a software program that can be installed on a teacher’s personal device shall be used on a voluntary basis only. If a teacher chooses to install an app or software program on a personal device that has the ability to initiate contact with emergency responders or school personnel, the teacher shall not be subject to discipline or negative input on his or her evaluation if he or she selects another means to initiate communication with emergency responders or appropriate school personnel. If any app a teacher chooses to install on a personal device for the purposes of his or her employment has the ability to actively or passively track his or her location, that data cannot be used for evaluative or disciplinary purposes. No teacher shall be disciplined if he or she accidentally activates an app or software program that initiates contact with emergency responders or school personnel or if the app is activated when the personal device is outside of the teacher’s possession.

Article XVIII – Advanced Degrees

(New)

For those teachers hired on or after July 1, 2011, an advanced degree shall be deemed held in the individual’s area of certification in accordance with section 1012.22(1)(c)3, Fla Stat. Florida Statutes (20128), if the official transcript issued by the accredited post-secondary educational institution or an authorized clarifying letter from the educational institution, submitted directly from the university on letterhead in a sealed envelope, clearly and specifically provides a major, concentration, or specialization in the individual’s certification subject (e.g. mathematics, English, Elementary Education). The Bureau of Education Certification Degree Major List of the Florida Department of Education shall be used by the district as a tool in determining whether the advanced degree major is acceptable for the supplement.

Once documentation is provided and verified, the teacher will begin receiving the supplement pay from the date of verification forward. Teachers hired on or after July 1, 2011 may submit advanced supplement documentation as described above; however, payment will not begin until the verification process has been completed. No retroactive payments will be made.

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, 2018~~20~~ to December 31, 2018~~20~~.

The Brevard Public Schools Health Plan for 2017~~20~~

The following rates are based upon a monthly calculation:

Type	Premium Amount	Board Contribution	Employee Contribution
Employee	\$ 572.24	\$ 465.57	\$106.67
Employee /Spouse	\$ 1,258.93	\$815.06	\$443.87
Employee/Children	\$1,030.03	\$751.76	\$278.27
Employee/Family	\$1,716.72	\$1,155.25	\$561.47

Surcharge of \$250.00 for Spouse with insurance elsewhere.

Prescription Drug Plan

...and ~~\$125.00~~ 150.00 co-payment for non-preferred brand name drugs.

...The prescription drug plan has an annual out-of-pocket maximum of ~~\$2,000~~ 2,200 individual/~~\$4,000~~ 4,200 for two or more.

2018-2019 Plan Year Schedule of Benefits Summary

TA
AC
12-17-18
TA 12/17/18
RL

Benefit Feature	In-Network Employee Pays		Out-of-Network Employee Pays
Lifetime / Annual Maximum	None		
Calendar Year Deductible (CYD)			
Completed Biometric & Health Assessment	\$500750 individual - \$1,0001,250 2 or more		\$1,0001,250 individual - \$2,0002,250 2 or more
Did Not Complete Biometric or Health Assessment	\$1,5001,750 individual - \$3,0003,250 2 or more		\$3,0003,250 individual - \$6,0006,250 2 or more
<i>(does not apply to copay) (applies to co-insurance)</i>			
Out-of-Pocket (OOP) Maximum Per Calendar Year *** Both partners work for School Board = Combined Married Household	\$4,0004,500 individual - \$8,0008,500 2 or more		\$6,0006,500 individual - \$12,00012,500 2 or more
	Copay	Coinsurance	Coinsurance
In-Patient Hospital; average semi-private rate	\$600 copay	CYD then 20% coinsurance	CYD then 40% coinsurance
In-Patient Mental Health & Substance Abuse	\$600 copay	CYD then 20% coinsurance	CYD then 40% coinsurance
Outpatient Surgery	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Emergency Room	\$250300 copay, CYD then 20% coinsurance		
Office Visit – PCP or Mental Health	\$30 copay	\$0	CYD then 40% coinsurance
Office Visit – Specialist	\$50 copay	\$0	CYD then 40% coinsurance
Acupuncture -limited to twelve (12) visits a calendar year -PCP office	\$30 copay	\$0	CYD then 40% coinsurance
Acupuncture -limited to twelve (12) visits a calendar year -Specialist	\$50 copay	\$0	CYD then 40% coinsurance
BPS Well-Care Centers	\$0 copay		
BPS Preferred Health Centers	\$1530 copay		
Urgent Care Center/Convenience Care	\$4550 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		CYD then 40% coinsurance
Well Baby Exam			CYD then 40% coinsurance
Well Child Exam			CYD then 40% coinsurance
Annual Well Adult Exam			CYD then 40% coinsurance
Mammography, PAP, & PSA Screenings			CYD then 40% coinsurance
Colonoscopy Screening			CYD then 40% coinsurance
Ambulance Services	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Major Diagnostic Services (e.g., x-rays, MRI, PET etc)	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Maternity Care	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Outpatient Hospital Facility including but not limited to ambulatory surgery, diagnostic, laboratory, rehabilitation	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Contracted Laboratory Services - Physician Office or Reference Lab	\$0	\$0	CYD then 40% coinsurance
Chiropractic Coverage -limited to twenty (20) visits per calendar year	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Short-term rehabilitative Services (**PT, ST, OT, pulmonary) Limited to a combined sixty (60) visits per calendar year	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Chemotherapy, Radiation Therapy at outpatient facility	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Skilled Nursing Facility (includes rehab hosp & sub-acute facilities - limited to 120 days per calendar year)	\$0	CYD then 20% coinsurance	CYD then 40% 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 40% coinsurance
Durable Medical Equipment (includes Diabetes Supplies)	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Hospice	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Cardiac Rehabilitative Services - Limited to 36 visits per calendar year	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
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 40% coinsurance
External Prosthetic Devices	\$0	CYD then 20% coinsurance	CYD then 40% coinsurance
Penalty for failure to pre-certify listed procedures	\$0	\$0	15% reduction in allowance of benefits

*For more information regarding the preventive care recommendations that are covered, please see the federal government website: <http://www.healthcare.gov/center/regulations/prevention/recommendations.html>

**PT – Physical Therapy, ST – Speech Therapy, OT – Occupational Therapy

***Calendar Year Deductible, copay, and coinsurance all apply to the Out-of-Pocket Maximum per year.

Note: This schedule is subject to change. This benefit summary is for informational purposes and is not to be construed as a contract or complete analysis of the coverage. The provisions of the actual policy as described in the Summary Plan Description (SPD) will prevail. The SPD can be found at www.brevardschools.org.

BOARD APPROVED ITEMS FROM IMPASSE:

On June 24, 2019, the School Board resolved the impasse Articles by adopting the Superintendent's recommendation to provide the following:

1. A recurring performance-based raise to the current base pay of all teachers consisting of \$1,100 for a highly effective rating and \$825 for an effective rating. This raise is based on the results of the teachers' evaluations for the 2017-18 school year that were completed in the fall of 2018;
2. A non-recurring, one-time bonus for all teachers of \$650;
3. A non-recurring, one-time bonus of \$500 for first year teachers who have agreed to return to teach for the 2019-20 school year; and
4. A supplement for Exception Student Education (ESE) teachers of \$835 (\$835 above the current ESE supplement of \$165).