

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

Brevard Public Schools and the Brevard Federation of Teachers hereby confirm the following agreements, related to the unprecedented novel coronavirus (COVID-19) pandemic:

1. Leave provisions:

- a. Provide members of the bargaining unit paid leave under the provisions of the Families First Coronavirus Response Act. These guaranteed federal-leave provisions will be utilized prior to members of the bargaining unit using any other paid-leave provisions. The School Board of Brevard County has voluntarily elected to allow the leave provisions from this act to continue through the end of the 2020-21 school year. This includes the Brevard allowed provisions in "b." below.
- b. After depleting FFCRA paid sick leave provisions, members of the bargaining unit will be granted up to five (5) paid administrative leave days when appropriate documentation from a licensed physician is received and continues to indicate that the said member of the bargaining unit cannot perform job functions remotely due to their own personal COVID-19 illness. Furthermore, members of the bargaining unit may utilize any accrued compensatory time up to forty (40) hours for their own personal COVID 19 illness when appropriate documentation from a licensed physician is received and continues to indicate that the said member of the bargaining unit cannot perform job functions remotely due to their own personal COVID-19 illness.
 1. Members of the bargaining unit who are subject to a Federal, State or local quarantine or isolation order related to COVID-19 will work remotely under the provisions of 1.g.1-6 if they desire. If they do not, they will be expected to use personal leave time.
 2. Members of the bargaining unit who are subject to a Federal, State or Local quarantine or isolation order related to COVID-19 who cannot work remotely may apply for applicable expanded family and medical provisions identical to outlined in FFCRA.
 3. Nothing contained herein shall prevent a member of the bargaining unit from applying for illness in the line of duty/worker's compensation provisions.
 4. Members of the bargaining unit may not participate in sick leave buy back if they use any of these board provided additional days.
- c. Members of the bargaining unit may carry over the entire balance of their compensatory time from the 19-20 School Year to the 20-21 School Year.

- d. The district may grant members of the bargaining unit personal leave without pay up to one school year upon request. Members of the bargaining unit shall be permitted to find outside employment while on leave for this COVID-19 pandemic period during the school year 2020-2021 only.
- e. The district will inform all members of the bargaining unit about the process for utilizing Family Medical Leave Act (FMLA), the Families First Coronavirus Response Act and workman's compensation.
- f. Members of the bargaining unit may use compensatory time in lieu of sick time without two days advance notice for full day absences.

g. Distance learning while Teacher is Under Quarantine

1. Any distance learning circumstance which Brevard Public Schools may encounter this school year will be guided by the State of Florida Department of Education Order No. 2020-EO-06 issued July 6, 2020 & Florida Department of Education Order No. 2020- EO-07. As members of the bargaining unit will be compensated during a required quarantine, they will work their contractual eight (8) hour day. The teacher's work day and daily schedule will mirror the student day as if instruction were at the school site.
2. Some of his/her students may be learning in the classroom.
3. Some of his/her students may be eLearning.
4. The teacher has continual contact with students from his/her remote location in order to respond to academic needs and support his/her students during the work day while a substitute is managing student behavior and addressing student physical needs.
5. The teacher maintains all responsibility for planning, instructional activities, communication with parents/families, assessing student performance, providing feedback and all expectations as if the teacher were in a traditional setting.
6. The teacher will continue to have his/her regular meeting time, planning time and duty -free lunch.
7. If a teacher is not able to meet the expectations of distance learning during quarantine, he/she should consider taking a leave of absence.

2. Safe Environment

- a. The District will ensure that each worksite has adequate cleaning supplies, including disinfecting materials and hand sanitizer.
- b. Members of the bargaining unit are not required to clean or sanitize classrooms; however, these supplies will be readily available for their use if they desire to use them.
- c. If supplies are not available and members of the bargaining unit purchase such supplies with their own money, they shall be reimbursed, minus taxes paid, when receipts are submitted, if authorization was granted by the school principal based on available funds prior to the purchase. Supplies brought into the school must meet the standards of BPS environmental services' supplies list.
- d. Upon request, KN-95 or similar face covering will be provided to any member of the

bargaining unit who works in a situation where face coverings are not mandated and 6 ft. of social distancing is not possible and to any high-risk member of the bargaining unit. When social distancing cannot be adhered to, it is required that students, staff visitors, and vendors wear a face covering with certain approved exceptions.

1. The student dress code applies to face coverings and only nose and mouths should be covered, not the full face.
 2. Teachers may provide and use their own personal face coverings. A package of face covering will be provided to each teacher for use within their classroom as needed which includes one (1) face covering per day for teachers if necessary.
 3. Upon request, members of the bargaining unit will be provided one face shield.
- e. Upon request, each member of the bargaining unit who interacts with students in a classroom setting shall be provided a plexiglass barrier if available.
 - f. Members of the bargaining unit can voluntarily check students' temperatures upon entry into their classroom following the guidelines established by the district. A thermometer will be provided by the district, if available.
 1. Members of the bargaining unit shall not be required to take temperatures or provide their own thermometer.
 - g. Members of the bargaining unit may send a student to the clinic at any time they determine it to be necessary.
 - h. All district protocols for training and cleaning will be posted on the BPS Covid-19 Resource Page which can be accessed from the main page of the Brevard Public Schools website.
 - i. ~~Protocols to anonymously report potentially dangerous conditions will be established by the district prior to the start of the school year.~~ Potentially dangerous working conditions may be reported anonymously at <https://www.brevardschools.org/cms/module/selectsurvey/TakeSurvey.aspx?SurveyID=146>
 - j. Protocols for when a member of the bargaining is recommended to be tested for COVID-19 will be established by the district and shared with members of the bargaining unit prior to the school year.
 1. Protocols for when members of the bargaining unit will be required to quarantine will be established by the district and shared with members of the bargaining unit prior to the school year.
 2. Protocols for members of the bargaining unit to return after being tested, quarantined, or having COVID 19 will be established by the district and shared with members of the bargaining unit prior to the school year.
 - k. Members of the bargaining unit who are high-risk or have a high-risk individual living in their households may request exclusion from any supervisory duties that are not socially distanced (6 ft.). Administrators may request medical documentation from the member of the bargaining unit.
 - l. Administrators will make every effort to schedule face-to-face staff meetings or

professional development in spaces that provide 6 ft. social distancing. In meetings where this is not possible, attendees are required to wear face coverings. ~~Any member of the bargaining unit who does not feel comfortable attending a meeting where face coverings are not worn will attend the meeting virtually.~~ If they desire, members of the bargaining unit may attend meetings virtually.

1. A virtual link will be provided in advance for all scheduled school-based professional development or staff meetings.
2. Members of the bargaining unit will not be expected to attend emergency meetings if a virtual link is not provided.

- m. ~~With the exception of early-release days, members of the bargaining unit will have the option of working off campus after student dismissal when there are no other obligations such as team meetings, IEP meetings, parent conferences.~~

With the exception of early-release days, non-itinerant school-based members of the bargaining unit will have the option of working off campus after student dismissal when there are no other obligations such as team meetings, IEP meetings, parent conferences or supervisory duties. "After student dismissal" is defined as after the buses have left, the "car loop" is empty and the students have, for the most part, departed school for the day. Nothing in this clause is meant to preclude an administrator from allowing an itinerant teacher or any member of the bargaining unit to leave after student dismissal with prior approval.

3. Evaluations

- a. Without finalized evaluations in 2019-2020 there are no final evaluations for instructional staff for 2020-21 and pay for performance is suspended for 2020-21 as per DOE guidance.
- b. Annual Contract Reappointment: Article VI Section F. 2 is waived.
- c. If it becomes necessary for the district to evaluate members of the bargaining unit based on remote instruction or eLearning, the union and district will form a committee to develop the terms prior to any formal observation taking place. Such committee will be developed and begin work no later than the 5th week of school.
- d. Due to social distancing guidelines, the following criteria from the Instructional Evaluation System (IPPAS) will be not be evaluated:
 1. Dimension 1 Element II Indicator 2 eliminate "small groups" from requirement
 2. Dimension 2 Element I Indicator 2
 3. Dimension 2 Element III
 4. Dimension 2 Element VII Indicator 1 eliminate "Socratic Discussions"

4. Remote Instruction **District-Wide Closure**

- a. As members of the bargaining unit will be compensated during the emergency closure of schools, it is expected that they will provide no less than 3 hours of consecutive or non-consecutive instruction per contract day during their regular work hours so they can be available for student interaction. As part of the above identified three hours of direct instruction, each teacher will provide daily contact with their students within the students' regularly scheduled times. In block classes,

teachers will provide at least 30 minutes of direct instruction per block per day. It must still be understood that teachers are compensated for and expected to work an eight (8) hour day.

- b. Members of the bargaining unit must be available to administration during their regular hours but there is no expectation that they immediately return calls or emails. Calls and emails should be returned within one (1) work day.
- c. Staff meetings, IEP, EP, 504 meetings and other federally/state required meetings may be held outside the 3 hours.
- d. There is no expectation that members of the bargaining unit communicate with parents or students outside the workday; however, they should respond to parent requests within one (1) workday.
- e. Members of the bargaining unit will not be required to use their cellphones.
 - 1. Members of the Bargaining Unit can use an approved district platform to communicate with students, parents, and staff in lieu of cellphone.
 - 2. Members of the Bargaining Unit will not be required to sign up for an approved communication platform using a personal email.
- f. The district will provide internet access and/or a laptop computer to any member of the bargaining unit who makes such requests if available.
 - 1. Members of the bargaining unit cannot be disciplined if they are unable to work remotely because the district cannot provide the necessary equipment
- g. The district will provide the usual curriculum and resources to teachers such as Focus documents and pacing guides.
- h. Members of the bargaining unit can use personal leave or compensatory time during remote learning by following the proper procedures to request such leave.
- i. It is expected that if a member of the bargaining unit is unable to work during the day, he/she will request the appropriate leave.
 - 1. If a member of the bargaining unit needs to take leave, he/she will do so by emailing the principal or the designated substitute coordinator and posting notice on Focus.
- j. The district will provide an online platform that allows members of the bargaining unit to use live video with students.
- k. Students who do not follow the Brevard Public School's Code of Student Conduct may be subject to discipline.
 - 1. Students that record a member of the bargaining unit without his or her knowledge or permission may be subject to discipline.
 - 2. Principal or designee will conference with the teacher prior to issuing a corrective strategy.
- l. If necessary, district professional development will be made available online to assist staff in completion of requirements for recertification.
- m. Resource teachers, content specialists or other members of the bargaining unit will not be required to work outside days other members of the bargaining unit will not. A supervisor may request, on a volunteer basis, for some members of these groups to work if it becomes necessary due to current conditions.

~~n. Distance learning while Teacher is Under Quarantine~~

~~a. Any distance learning circumstance which Brevard Public Schools may encounter this school year will be guided by the State of Florida Department of Education Order No. 2020-EO-06 issued July 6, 2020. As members of the bargaining unit will be compensated during a required quarantine, they will work their contractual eight (8) hour day. The teacher's work day and daily schedule will mirror the student day as if instruction were at the school site.~~

~~1. Some of his/her students may be learning in the classroom.~~

~~2. Some of his/her students may be eLearning.~~

~~3. The teacher has continual contact with students from his/her remote location in order to respond to academic needs and support his/her students during the work day while a substitute is managing student behavior and addressing student physical needs.~~

~~4. The teacher maintains all responsibility for planning, instructional activities, communication with parents/families, assessing student performance, providing feedback and all expectations as if the teacher were in a traditional setting.~~

~~5. The teacher will continue to have his/her regular meeting time, planning time and duty-free lunch.~~

~~6. If a teacher is not able to meet the expectations of distance learning during quarantine, he/she should consider taking a leave of absence.~~

~~o. Distance learning in the event of a school closure~~

~~1. Protocols for when a school is forced to close but less than a district-wide shut down will be developed in collaboration with BFT prior to the first student day in SY21.~~

~~p. n. All applicable provisions in E Learning should apply in remote learning.~~ District -Wide Closure

5. E Learning

a. Elementary and Secondary E-Learning platforms shall not be implemented without BFT input.

Preference for any position that is virtual or limits contact with students will be given to members of the bargaining unit who are considered high risk following the process established for applicants claiming Veteran's Preference. High Risk shall be deemed valid for any employee who submits medical evidence from a licensed physician indicating one or more conditions defined as high risk per Center for Disease Control and Prevention, i.e. employees over the age of 65, employees with chronic medical conditions placing them at risk.

1. Applicants must meet the qualifications of the position.

2. Applicants must provide documentation of high-risk status as stated above.

3. Applicants must confirm their understanding that virtual is a temporary placement and there is no guarantee it will last the entire year.
 4. A high risk applicant will be offered the virtual position for which he/she applied if items 1 through 3 are affirmed.
- b. Members of the bargaining unit shall be notified in advance when video cameras or other recording equipment is installed in a workplace.
 - c. Video cameras or recording equipment can be used in computer labs for the purpose of monitoring for vandalism and theft.
 - d. If live video or recorded instruction is used:
 1. Members of the bargaining unit must be trained on complying with applicable student and personal privacy including, but not limited to, HIPAA and FERPA prior to the first day of the usage of such audio/visual devices.
 2. Members of the bargaining unit must be notified of which students in their classrooms have signed applicable consent forms and be trained on district policies and procedures for dealing with students whose parents have not provided consent.
 3. Members of the bargaining unit must be trained on the proper usage of such equipment, how the data is stored, and who has access to the data.
 4. Members of the bargaining unit are to be held harmless for any malfunction of said equipment provided the malfunction was not caused by negligence.
 - e. Students who record a member of the bargaining unit without his or her knowledge or permission may be subject to discipline according to the District's disciplinary plan.
 - f. All recordings and class instruction videos are the property of the school district and posting them online without the district's permission is subject to action by the district and notice of this will be given to parents.
 - g. If a teacher becomes concerned with a student switching learning modalities on a frequent basis, he/she may discuss the concern with the administration who, in turn, will contact the child's parent or guardian to communicate the concern.

6. Distance Learning in the Event of a School Closure

- a. All members of the bargaining unit can choose to work from home if they desire provided they have the equipment and resources to provide all learning opportunities for their students as if they were at the school site.
- b. Teachers who do not have the equipment and resources to provide all learning opportunities for their students must report to school for their scheduled work day.
- c. Teachers may choose to utilize their personal equipment and resources if choosing to work from home.
- d. All applicable provisions of E Learning and Distance Learning while Teacher is Under Quarantine shall apply.

6.7. Make-Up Days and Absences

- a. The District will follow DOE guidelines for waivers related to COVID-19. Any change to the calendar and/or workday will be negotiated with the union.

- b. If an educator determines an assignment is required for a grade it will be provided. However, with any extended absence it should be understood that students will miss instruction and other learning activities because those can't be replaced in a home setting. Current procedures for extended student absences will be followed. These can be found at the district website:
<https://www.brevardschools.org/Page/4930>
- c. ~~During pre-planning~~ **During the first two weeks of the 3rd Quarter**, members of the bargaining unit will have the opportunity to volunteer to cover classes during their planning time. Secondary teachers will be compensated \$30 for each class covered during their planning time. Elementary teachers will be compensated \$15 for each class covered during their planning time. 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.

7.8. Calendar

- a. Brevard Public Schools and the Brevard Federation of Teachers hereby confirm the following agreements, related to the 2020-2021 teacher/student calendar. This MOA is valid only upon approval of a 2020-2021 teacher/student calendar by the BPS School Board which moves four (4) days of teacher planning and professional development to the beginning of the school year.
 - 1. The teacher planning day scheduled between the 1st and 2nd nine-week grading period is moved to the beginning of the teacher/student calendar year. This is an 8 hour work day where teachers have the option to report to their work site or plan from another location.
 - 2. The teacher planning day scheduled between the 3rd and 4th nine-week grading period is moved to the beginning of the teacher/student calendar year. This is an 8 hour work day to be completed at their work site.
 - 3. The teacher post planning day scheduled after the last day of school for students is moved to the beginning of the teacher/student calendar year. This is an 8 hour work day where teachers have the option to report to their work site or plan from another location.
 - 4. The professional development day previously scheduled in February is moved to the beginning of the teacher/student calendar year. This is an 8 hour work day to be completed at their work site.
 - 5. School principals are to schedule 36 hours of work assignments providing a 44-hour balance which shall be designated as teacher planning/preparation during the 10 days of pre-planning.
 - 6. Principals are to provide teachers with a schedule of the early-release Fridays that will be designated for site based professional development during the school year. Principals may utilize no more than three early release Fridays as professional development per semester.
 - 7. The two Friday early release days prior to the end of a nine-week grading period will be designated as teacher planning for the 75 minute early release time to assist teachers in finalizing grades.

8. Principals have the discretion to determine when the designated professional development days and teacher planning days will be held during the 10 days of pre-planning and will provide the schedule of time on the first day.

8. Retirement

~~A retirement incentive may be discussed following the 2020-21 six (6) day count process.~~

This Memorandum of Agreement shall be in effect through ~~December 31, 2020~~ the end of the 2020-2021 School Year unless new recommendations, executive orders or other legislative action necessitates the clauses in this MOA be revisited prior to this date.

**Anthony Colucci, President
Brevard Federation of Teachers**

**Karyle Green, Ed.D., Chief Negotiator
Brevard public Schools**