

**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 Brevard Public Schools limited provisions of the now-expired Families First Coronavirus Response Act. The School Board of Brevard County has voluntarily elected to allow limited portions of the leave provisions from this act to continue through December 31, 2021. **The maximum allowance of this limited provision is a cumulative ten (10) days total for the 2021-22 school year.**
  1. Subject to a Federal State or local quarantine or isolation order.
  2. Advised by a Health Care Provider or Department of Health to self-quarantine.
  3. Experiencing COVID-19 symptoms and am seeking a medical diagnosis within 48 hours of initial sick day.
  4. Caring for an individual subject to an order described in (1) and advised by the Department of Health to self-quarantine due to COVID 19 concerns or is caring for a child whose place of care or school is closed or childcare provider is unavailable for reasons related to COVID-19.
- b. After depleting FFCRA paid sick leave provisions, fully vaccinated 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. Fully vaccinated means two (2) weeks have passed since the second dose of vaccine in the case of Pfizer and Moderna and two (2) weeks past the single dose Johnson & Johnson vaccine. Anyone who has received only one of the Pfizer or Moderna vaccines or is not two (2) weeks post completion of the vaccine series is ineligible for this additional five days. Those members not vaccinated are ineligible for these additional five days.
  1. Members of the bargaining unit who are subject to a Federal, State or local quarantine or isolation order related to COVID-19 may work remotely under the provisions *Distance Learning while Teacher is Under Quarantine* if they desire. If they do not, they will be expected to use personal leave time until the portions of the limited Brevard Public Schools leave have been exhausted.
  2. Nothing contained herein shall prevent a member of the bargaining unit from applying for illness in the line of duty/workers' compensation provisions.
  3. The district will inform all members of the bargaining unit about the process for utilizing Family Medical Leave Act (FMLA), the Brevard Public Schools limited portion of FFCRA and workers' compensation.

- c. Members of the bargaining unit may use compensatory time in lieu of sick time without two days advance notice for full day absences for COVID-related issues.
- d. Distance learning while Teacher is under Quarantine
  1. 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. 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.
  3. 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.
  4. The teacher will continue to have his/her regular meeting time, planning time and duty-free lunch.
  5. If a teacher is not able to meet the expectations of distance learning during quarantine, he/she should take 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 face masks will be provided to any member of the bargaining unit.
- e. Upon request, KN95 face masks will be provided to any member of the bargaining unit.
- f. Upon request, each member of the bargaining unit who interacts with students in a classroom setting shall be provided a plexiglass barrier if available.
- 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. All district protocols for quarantining, testing, and returning to work will be posted on the BPS Covid-19 Resource Page, which can be accessed from the main page of the Brevard Public Schools website.
- j. While Brevard County is identified as having *high* transmissibility (defined as greater than 100 positive cases per 100,000 persons in the last seven days) or *substantial*

transmissibility (defined as having between 50 and 99 positive cases per 100,000 persons in the last seven days) per CDC guidelines and 6 ft. of social distance cannot be provided, administrators or district professional development trainers must provide a virtual link for any meeting or professional development prior to the event. In the event the Board adopts a mask mandate for staff, the social distance will decrease to 3 ft.

- k. In the event the Board adopts a mask policy with an opt out clause for students, the responsibility for implementing and enforcing the opt out procedure will be with the administrators.
- l. All members of the bargaining unit will be notified of a positive COVID-19 case at their schools

### **3. District-Wide Closure resulting from COVID-19**

- 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.

**4. Distance Learning in the Event of a School Closure due to COVID-19**


- 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 workday.
- c. Teachers may choose to utilize their personal equipment and resources if choosing to work from home.

**5. Make-Up Days, Absences, and Student Quarantines**

- 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. All Brevard Public School teachers will be responsive to students who are absent and a significant portion of our instructional materials are based on blended instruction. In some cases, a teacher may include some video connectivity, in other cases they may prepare paper/pencil lessons, and in others they may interact via digital portals like GoogleClassroom. Teachers will not be required to deliver hybrid instruction.
- d. Members of the bargaining unit will have the opportunity to volunteer to cover classes during their planning time. Members of the bargaining unit will compensated \$15 for each class covered during their planning time (\$30 at Titusville High School only, as they are in block). Those who volunteer for this will not be expected to give up more than two planning periods per week. These two planning

periods shall be deducted from their 3 protected planning periods. At the end of each 9 weeks members of the bargaining unit can decide to stop participating by informing their administrators.

This Memorandum of Agreement shall be in effect through December 31, 2021 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