

**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 COVID-19 virus outbreak:

1. Leave provisions: Provide members of the bargaining unit additional paid leave as guaranteed under the Families First Coronavirus Response Act (H.R. 6201). These guaranteed federal leave provisions will be utilized prior to members of the bargaining unit using their personal sick leave.
2. Online Instruction: As members of the bargaining unit will continue to be compensated during the emergency closure of schools, it is expected that they will be provide no less than the 3 hours of consecutive or non-consecutive instruction per contract day during their regular work hours, so they can be available for student interaction via email or an online platform. Teachers will not be required to use their cellphones.
  - a.) The district must provide the necessary curriculum and resources to teachers. This does not preclude teachers from utilizing already prepared standards-based lessons.
  - b.) If a teacher doesn't have the necessary equipment to conduct online classes, the district will provide it.
  - c.) Teachers shall not be evaluated on their online instruction
  - d.) If a teacher needs to take leave because he/she will not be able to work on any given day, he/she will do so by emailing the principal or the designated substitute coordinator and posting notice on the platform the teacher is using for online instruction. (i.e. Focus, Google Classroom, Class Dojo, etc.).
- 3.) Extended Student Absences While a School Is Open: If an educator determines an assignment is required for a grade, the assignment will be provided and graded within the current contract year. 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 on the district website:  
<https://www.brevardschools.org/Page/4930>
- 4.) Making-up Lost Instructional Days and Time: 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 Brevard Federation of Teachers. If the calendar year is extended beyond May 29, 2020, the district will return to the bargaining table with Brevard Federation of Teachers to negotiate relevant clauses at that time.
- 5.) Cleaning Supplies: The District will ensure that each worksite has adequate cleaning supplies, including disinfecting wipes and hand sanitizer. Certificated staff are not required to clean or sanitize classrooms; however, these supplies will be available for their use. No employee will bring cleaning/sanitizing supplies into their work site.

- 6.) Annual Contract Reappointment: As teachers will have their evaluations for the 19-20 school year waived, Article VI, Section F.1. is waived as well.
- 7.) Open Transfer Period: If it becomes necessary, interviews for Open Transfer Period will be conducted via phone or an online platform.
- 8.) As long as state and federal guidelines allow, teachers are allowed on school campuses.

This MOU shall be in effect for the remainder of the 2019-20 school year and shall sunset June 30, 2020. All other provisions of the collective bargaining agreement remain in full effect.

Dated this 24<sup>th</sup> of March 2020

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Brevard Public Schools

Ant S. Colon  
Brevard Federation of Teachers