



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

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The School Board of  
Broward County, Florida

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**Memorandum of Understanding: eLearning**

This Memorandum of Understanding (MOU) is made as of this \_\_\_\_ day of August, 2020, by and between the School Board of Broward County, Florida ("SBBC" or the "District") and the Broward Teachers Union (BTU) representing Education Professionals ("BTU-EP") and Education Support Professionals ("BTU -ESP"), hereinafter collectively referred to as "the parties."

**Purpose:**

The purpose of this MOU is to memorialize the parties' agreement regarding working conditions impacted by Broward Public Schools operating in eLearning at the start of the 2020-2021 School Year, and to promote operations in a manner that prioritizes best pedagogical practices and the safety and well-being of Broward children, families, employees and the community.

**WHEREAS**, the global Coronavirus pandemic ("COVID-19" or "pandemic") has forced changes in the manner in which Bargaining Unit Members deliver, and students receive, their education.

**WHEREAS**, the parties recognize that while the manner in which we engage has changed, the expectation to provide students with equal access to a high-quality education has not. The parties are committed to ensuring that high-quality instruction and exceptional learning continues amidst the COVID-19 Pandemic.

**WHEREAS**, a plan to reopen schools safely demands transparency, comprehensive communication, and meaningful partnership with stakeholders including local health authorities, parents, students, employees, and other community partners.

**WHEREAS**, The SBBC approved a reopening plan by unanimous vote on August 4, 2020 and the State of Florida Department of Education approved the BCPS Optional Innovative Reopening Plan on August 4, 2020.

**WHEREAS**, the current Collective Bargaining Agreement, dated August 16, 2019 – August 15, 2022, is the foundational document for this MOU and remains in effect unless explicitly modified by this or subsequent MOUs.

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**WHEREAS**, all existing United States, Florida and Local Statutes and SBBC Policies remain in effect and no component of this MOU is intended to violate these or other governing statutes or regulations.

**WHEREAS**, SBBC Policies, including but not limited to, Policy 5.8(19-22) Code of Student Conduct, Policy 6306 (Homework), Policy 6306-A (Homework Procedural Manual), Policy 4213 (Academic Freedom), Policy 5.5 (Attendance), Policy 5.6(19-22) (Discipline Policy: Suspensions & Expulsions), Policy 5306 (School and District Technology Usage), Policy 5312 (Standards of Student Services), Policy 6000.1 (Student Progression), and Policy 5314 (Wellness), remain in effect and govern operational amended operational procedures.

**WHEREAS**, parents are to return the Student Code of Conduct acknowledgement forms (located in Policy 5.8A(19-22) (Code of Student Conduct Handbook), through the BCPS mobile application, students are to complete the Digital Citizenship course (located in Canvas), and both parties are committed to on-going communications and trainings for students and parents.

**NOW, THEREFORE**, the parties mutually agree on the best practices and safety procedures for the reopening of SBBC schools as follows:

- I. This MOU will address issues related to opening and operating with eLearning.
- II. Both parties commit to the development and execution of a subsequent MOU addressing the consideration of bringing back certain student sub-populations, including but not limited to a sub-population of the most complex learners who are Students with Disabilities, prior to returning the general population for in-person instruction.
- III. Both parties commit to the development and execution of a subsequent MOU addressing the operation of schools, specifically issues related to health and safety protocols and continued use of eLearning prior to returning the general population for in-person instruction.

The above recitals are hereby adopted and incorporated in this section as if fully set forth herein.

1. The length of the working day remains per the existing contract. There is no change to the length of the professional workday related to operating in eLearning.
2. The reporting time for education professionals is determined by the operating times of schools/departments. Each principal or supervisor is to provide staff with times for reporting to school virtually, the master schedule of their interactions with students, lunch, planning times, and other professional work-day schedules.
3. Students and Bargaining Unit Members will follow the master schedule of school operation, including instructional periods, specials, lunch, and/or recess.
4. Bargaining Unit Members will have the option but not obligation of teaching from a school classroom or from another location of their determination.
  - a. If Bargaining Unit Members opt to teach from a non-school based location, then they are to have internet service available to conduct instruction.

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- b. If Bargaining Unit Members opt to teach from a school classroom, then the following will occur:
  - i. School administration will assign a room for Bargaining Unit Member usage;
  - ii. facial coverings and social distancing to be maintained while entering building and in transit to room;
  - iii. Facial covering can be removed once in room and should be worn whenever others enter room;
  - iv. Bargaining Unit Members may be accompanied by their own school-aged children while in the school classroom with items 4.b.ii-iii applying;
  - v. Bargaining unit members shall not be required to perform any duties outside of their instructional duties.
5. The District will provide Bargaining Unit Members with a wi-fi enabled laptop, digital identity for interoperability, a Microsoft Office 365 account (including Teams), roster students to the learning management system (Canvas), access to digital instructional materials, and other appropriate tools and resources to successfully teach and interact with students during the duration of the eLearning.
6. Staff are able to make phone calls through the District provided Microsoft Teams and send emails through Microsoft Outlook, Microsoft Office365 account and are thus not required to use personal phone numbers or email addresses to conduct professional communications with colleagues or families.
7. Instructional staff are to be provided with exemplar Canvas courses for importing and rostering into their assigned instructional assignment. Bargaining Unit Members are to ensure that their courses have a Canvas course available for students, that announcements, assignments, and other instructional communications and resources are maintained on a regular basis, and that any difficulties in operations are immediately reported to their supervisor for correction. Students are to be provided with an update on assigned work no less frequently than once per week.
8. Teacher and students are to interact during each assigned instructional time. Bargaining Unit Members are to provide links to Microsoft Teams meetings to students through their Canvas course.
  - a. Bargaining Unit Members are to be in Teams meeting at start of each master scheduled instructional time, and Bargaining Unit Members and students must remain in the Teams meeting for the duration of the class period;
  - b. Bargaining Unit Members shall have their cameras on for the commencement of each class, during teacher led instruction/discussion, and during individual teacher-student interactions;
  - c. It is appropriate for Bargaining Unit Members to opt to turn their camera off, with the Teams meeting still in session, if they are not having direct interaction with students;
  - d. It is strongly recommended that the time for direct whole group instruction does not exceed 50% of the instructional period. Best pedagogical practice has

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students doing the cognitive work of learning and therefore students should be doing teacher assigned collaborative or individual work when not receiving direct instruction.

9. Bargaining Unit Members will take attendance for each instructional period or day in Pinnacle.
10. At the high school level, Bargaining Unit Members assigned to "Personalization Periods" are to:
  - a. Maintain a Canvas course for announcements and attendance.
  - b. Launch the Personalization class in Microsoft Teams at the scheduled time.
  - c. Commence the class on-camera and take attendance within the first ten minutes.
  - d. Bargaining Unit Members may turn cameras off during the monitoring of the class. The camera should be turned back on for student interactions.
  - e. Bargaining Unit Members are to be available for interaction with students through Microsoft Teams or Canvas during the class period.
11. Bargaining Unit Members have the option of recording Microsoft Teams video interactions. Such recordings are protected educational documents and intended to support student learning and made available only within the BCPS learning ecosystem. An appropriate use of recordings is for capturing teacher direct instruction to the whole class for students to be able to review at future times. Recordings may also be commenced for the emergence of student disciplinary or other disruptive events.
12. Students that record a bargaining unit employee without their knowledge or permission may be subject to discipline according to the District's disciplinary plan.
13. If a student is consistently failing to complete assignments, Bargaining Unit Members will make two attempts to contact the student's parent through email, text message or phone call. Bargaining Unit Members will not be required to use their personal phone or email to do so. If they are unable to reach a parent after two attempts have been made or have any other issues regarding student participation or attendance, the teacher will refer the student for further intervention by notifying administration, who will address the situation.
14. Teacher lesson plans are to be either in the BCPS Canvas courses or generated by the teacher in a Florida Standards (Grades 2-12) or Florida BEST standards (Grades K-1) compliant design and kept by the teacher in Canvas. Emergency Lesson Plans should be available in the event of unanticipated teacher absences.
15. School administration may conduct virtual walkthroughs during the period of eLearning. These walkthroughs are intended to be non-evaluative, collaborative, and supportive of improving instructional practice. Upon entry, school administrators will announce their presence in the Teams meeting.
16. Evaluations for the 2020-2021 school year are currently being negotiated through the Evaluation Sub-committee.

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17. School- and/or district-based staff (including but not limited to instructional coaches, professional development specialists, instructional facilitators, and instructional specialists) may attend/view or access a teacher's class, in Canvas and/or Teams, with the Bargaining Unit Member's approval or the school administration's approval and with prior reasonable notification to the teacher of no less than twenty-four (24) hours in advance, when practicable. Such attendance is intended to be non-evaluative, collaborative, and supportive of improving instructional practice. Any entry by administrative staff, or designee, into a Bargaining Unit Member Canvas course shall be accompanied by notification to the Bargaining Unit Member. Canvas Courses include bargaining unit members lesson plans and therefore, are subject to the provisions of the CBA Article 5 Section E, Lesson Plans.
18. Bargaining Unit Members are to be provided with contractual instructional planning time. The teacher activities during such planning time is at the discretion of the teacher unless the teacher is participating in a Collective Bargaining Agreement allowable activity. The Bargaining Unit Member should be reachable by phone, text, chat, or other means during the instructional planning time. Those Bargaining Unit Members opting to teach from a school will be allowed, with notification to administrative representatives, to utilize their planning time for arriving from or returning home and work an equivalent time from home. Pursuant to Article 10 Section E Optimal Time Usage: Schedules in elementary and secondary schools shall be arranged to provide teachers with preparation/conference time in the largest units of uninterrupted time possible. If uninterrupted preparation/conference time of the duration required by Sections B through D above are not possible, teachers shall be allowed with the agreement of the principal to flex their starting and/or ending times to provide a preparation/conference time in the greatest amount of uninterrupted time possible.
19. Instructional staff will report absences using the standard process in SmartFind. The identification and assignment of a substitute is the responsibility of the school administration. Should staff from the school or a District department be utilized for the substitute role then that staff member will be exempted from their other professional responsibilities to remain focused on the students in the class. Bargaining Unit Members who will be serving as substitutes will be rostered to Canvas whenever possible with non-editing rights. Substitutes shall not alter Canvas courses or Lesson Plans. Substitutes will use their own Teams platform for the duration of the substitute's assignment. Bargaining Unit members that are School Counselors, Family Counselors, Social Workers, Psychologists, and similar direct student services positions shall not be utilized as substitutes.
20. When Bargaining Unit Members are required to provide class coverage when a substitute is not able to be provided, then the compensation and regulations of the current Collective Bargaining Agreement remain in effect. ESPs are not to be assigned as substitute teachers.
21. The District and school personnel will continue efforts to educate parents on the maintenance of an appropriate learning environment within the home. A component of

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this education is that parents are not to interrupt instruction. Should such a parent interruption occur, or if a student engages in an inappropriate manner, then the first occurrence will result in a verbal and/or written warning. Subsequent occurrences may result in the student being removed from the Microsoft Teams meeting(s). Bargaining Unit Members are to report any such student removal to the school administration via a referral.

22. If a student engages in a verbally inappropriate manner, bullying, visually inappropriate, or other disruptive manner, then the Student Code of Conduct will be followed. Bargaining Unit Members are to complete a standard disciplinary referral and the incident is to be tracked in the Disciplinary Management System (DMS), Bullying Management System, and/or other data system. Disruptive students can be exited from TEAMS meeting if the behavior is not corrected after verbal/written notification. Such removal requires that the teacher make a referral for administrative action.
23. During period of eLearning, all grade levels and courses meet the State of Florida criteria for a "Blended" course. Therefore, by BCPS protocol Class Size Reduction capacities are increased by four (4) students.
24. Professional Learning Committees (PLCs) remain teacher-led, teacher driven collaborative groupings of practitioners during eLearning. Administrators, or their representatives, may visit or join such meetings as observers or participants in so far as they do not direct the activities of the group. PLC groups may follow the application process from the Department of Professional Development Standards & Support for professional development learning points. Staff meetings, PLCs, and other administratively initiated activities continue to be governed by the Collective Bargaining Agreement.
25. District or school based professional learning opportunities will be optional for teacher participation during the instructional day for teacher participation during planning time. Additionally, the District will offer professional learning opportunities during non-instructional hours to maximize teacher access.
26. It is anticipated that Temporary Duty Assignment (TDA) usage will be extremely limited to prevent Bargaining Unit Members from being pulled away from students. Any such TDAs should be requested to the school administration per standard procedures. Allowable TDAs for Union business under the Collective Bargaining Agreement are not modified by this provision.
27. Supplemental pay for clubs, athletics, extra-duty, and other extra-curricular will remain in effect if the activity is able to be successfully migrated to the digital environment. Student membership and participation in such activities should be documented in BASIS, Canvas, or Teams.
28. Unless deemed an emergency or life-threatening situation, there is no expectation that social workers, counselors, family therapists, psychologists, or other staff will be

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required to do in-person visits with students at schools, homes, or other locations during eLearning. Should such an emergency arise, the District will provide the Bargaining Unit Member with appropriate Personal Protective Equipment. The employee shall not be required to enter a home if the employee reasonably believes that entering the home would endanger the employee's physical safety. In such case, the employee shall call 911.

29. Bargaining Unit Members will not be disciplined for technology related interruptions which may be encountered while fulfilling their professional responsibilities. Employees must report any technical issues to the school administration via phone/email so there is immediate notification to the school location, per the school sites' technology communication plan.
30. Guidance in this document for Educational Professionals applies to Education Support Professionals (ESPs) and their assignment to students and Bargaining Unit Members for educational services. ESPs are to be provided with technology, training, and access to digital resources as needed to be successful in their support role. If for some reason upon the ESPs approved request, or administrative need, an ESP not assigned to a student or teacher is to be detailed to positions of equivalent expectations in other roles on campus or through digital interactions to support school operations. ESPs may request to be assigned to an eLearning support or an alternative assignment. ESPs assigned to Teams breakout rooms will continue to be governed by the CBA on periods of time.

This Agreement sets forth an entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties; except that all other provisions of the parties' Collective Bargaining Agreements, other than those provisions of the CBA which conflict with this Agreement, remain in full effect and in the event of a conflict between this Addendum and the parties' Collective Bargaining Agreements, this Agreement shall prevail unless mutually agreed by the parties in writing.

This Addendum may be executed in counterparts, and each counterpart will have the effect of an original. Electronic and facsimile copies will be considered originals for all purposes, including enforcement.

This Agreement may not be amended except by a written agreement signed by the parties.

This Agreement shall sunset on June 30, 2021 unless extended by mutual agreement by the parties in writing.

Executed on this day, 24<sup>th</sup> of Aug. 2020.

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Broward County School Board  
Susan L. Cooper, Director  
Employee and Labor Relations

Date

Broward Teachers Union  
Anna Fusco, President  
Broward Teachers Union

Anna Fusco 8/24/2020

Date