

MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND BROWARD TEACHERS UNION

This Memorandum of Understanding (“MOU”) is made and entered into by the School Board of Broward County, FL ("SBBC") and the Broward Teachers Union ("BTU") representing Education Professionals (EP), (hereinafter collectively referred to as "the Parties") on this 18th day of April, 2019. The Parties agree to the terms set forth below.

Whereas, the Parties entered into an Agreement for a Collaborative Education Project (“CEP”) in order to explore the workload for educators with respect to planning and preparation time.

Whereas, the Parties have met pursuant to the CEP; and,

Whereas, the Parties have come to this agreement regarding Professional Learning Communities (“PLCs”).

1. The Parties agreed that further clarification is needed as to the definition of what constitutes a PLC. The parties agree on the following definition:

Definition of a PLC. A PLC is a group of educators who meet on a regular basis to collaborate on teaching and learning to improve their professional practice. PLCs’ should be used for educators to learn from one another on how to improve student outcomes. The goals of the PLC will be determined by consensus of the PLC members.

PLCs serve two broad purposes: 1) improving the skills and knowledge of educators through collaborative study, expertise exchange, and professional dialogue, and 2) improving the educational aspirations, achievement, and attainment for students through stronger leadership and teaching.

2. **Model PLC’s.** By no later than June 15 of each school year, the Broward Teacher’s Union (“BTU”) shall notify the District’s Office of Service Quality of two examples of exemplary PLC’s from the following groups: elementary, middle, high, center schools, and district support departments. The Office of Service Quality, in consultation with BTU, will use those examples to develop elements of acceptable PLC models for the next school year.
3. **Principal Training.** The District will train all principals before the start of each year on the acceptable PLC models that are permissible for that school year.
4. **Principal/Steward Overview.** The District will provide a joint overview to Principals and Stewards of the acceptable PLC models for each year prior school year prior to the start of school.

5. **Time allowed for PLCS.** Teachers shall not be mandated to use time beyond what is outlined in the attached chart to attend PLCs, i.e. Principal discretionary time, the 24 hours of PD time outlined in the collective bargaining agreement, class time if a substitute is provided, time provided in a board approved district waiver, or professional study days. Any additional time spent for PLCs, outside of the attached chart will be considered voluntary and at the sole discretion of the teacher.
6. **In-Service Points.** A PLC may qualify for Professional Development (“PD”) in-service points when it has been submitted to and approved by the Department of Professional Development Standards and Support. In addition, the awarding of in-service points is a District process outlined in the Board approved BCPS Professional Learning System. PLCs may or may not be part of the 24 hours of professional development time.
7. **Monitoring.** The District Office of Service Quality shall monitor each school’s compliance with the PLC models and may investigate either on its own initiative or in response to a BTU concern. Failure of a school to adhere to PLC model requirements may result in retraining of school leadership and/or suspension of PLC’s at that school.
8. Nothing in this MOU shall abridge, modify or change the Parties’ Collective Bargaining Agreement (CBA) in any form or fashion. If there is any conflict between this MOU and the CBA, the CBA shall govern. Further, this MOU is not a waiver of either Parties’ rights under the law including Florida Statutes, Chapter 447. The District Office of Service Quality’s decision shall be exempt from all provisions of Article Thirty-Four of the Parties’ Collective Bargaining Agreement (CBA).

School Board of Broward County, FL

Broward Teachers Union

Date

**Utilization of District Directed Teacher Time Outside
of Student Contact***

	ELEMENTARY	MIDDLE	HIGH
#1 Principal (Discretionary)	0	30 minutes in the am*	0
#2 Principal (Discretionary)	Increments of 2 - 45 minutes per month 1 - 30 minutes per month	30 minutes per week	30 minutes per week
	120 total minutes a month	120 total minutes a month	120 total minutes a month
#3 School Based (10 Planning Days)	<p>*Some middle schools are excluded</p> <p>School Based Professional Development (PD) Committee 24 hours yearly</p> <p>Planning Days & 2 Early Release Days (Excluding the four early release days devoted to grades)</p>		
#4 Principal	<p>Teacher relief during class time with a substitute (Not including early release days, devoted to grades)</p>		
#5 Waiver	<p>Board approved district waivers (Board approved study days) Directed training due to differentiated accountability</p>		
#6 PSD	<p>Professional Study Days</p>		

***Each row reflects a separate time period in which teachers may be required to participate in PLCs. Any or all of these times listed in each row may be utilized in addition to the others.**