

APPENDIX H

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

The School Board of Broward County shall implement a Broward Teacher Corp Program in which the District provides funding support for programs to assist teachers in becoming highly qualified educators. The Broward Educational Consortium partners with SBBC in this program to design and develop courses to support H.R. 1 Section 1119, *No Child Left Behind Act of 2001*, Federal mandate and to ensure that teachers are certified in the area that they teach.

1. Teachers must meet the higher education institution entry requirements.
2. Teachers must be full-time employees in Broward County Schools.
3. Teachers shall be selected for participation based upon the following (listed in order of priority):
 - a. Teachers currently teaching out-of-field in an Upward Bound Title I school.
 - b. Teachers currently teaching out-of-field in a Title I school.
 - c. Teachers in an Upward Bound Title I school interested in pursuing certification in math, science, or reading.
 - d. Teachers in a Title I school interested in pursuing certification in math, science or reading.
4. Program completion shall occur when the employee provides documentation that he/she has fulfilled all requirements and is eligible for certification and/or completed coursework requirements outlined by the higher education institution.
5. After successful completion of the program, the employee shall be assigned to teach in the subject area in which the certification was received in a Title I school for a period equal to the period time in the Broward Teacher Corps. To be eligible for a guaranteed transfer provided in item 7, the employee must remain in the subject area in which certification was received unless involuntarily reassigned outside that subject area.

6. After completing the Broward Teacher Corps program and earning certification from the state, a teacher must commit to teaching in a Broward County Title I school for the same period of time that the Board paid his/her tuition in the Broward Teacher Corps. If he/she does not, he/she must pay back partial or full tuition costs paid by the district depending on how many years he/she is committed to teach in a District Title I school. (Example: If a teacher participates for three years and decides to leave a Title I school after one year, he/she must pay back 2/3 of the tuition costs to the district.) Tuition cost shall be based on a per credit hour basis.
7. If the employee does not complete the training program, the employee shall reimburse the District for 100% of the training cost incurred. Teachers shall not be required to pay back tuition costs if the employee has a serious medical problem verified by a physician of the employee's choice. The Board may require a subsequent exam by a Board selected physician at its expense. In addition, teachers shall not be required to pay back tuition costs if they are laid off, terminated, requested to resign, or involuntarily transferred on the basis of seniority.
8. After successful completion of the program, employees who teach for three (3) years in a Title I school shall be guaranteed a transfer pursuant to provisions of Article 25 Section C (5) regardless of the years spent by the employee at the same work location. Such transfer must be requested within three (3) years of the end of the commitment period.
9. An approved medical, professional leave nor personal leave will be accepted toward fulfillment of this obligation. Nor will such leaves be considered as a violation of the teacher's obligation. The teacher shall be required to complete their commitment period or training upon return from such leaves.
10. Employees who participate in this program shall be required to sign a Promissory Note agreeing to the reimbursement provision stated above.
11. If the Board chooses to discontinue the Broward Teacher Corps program or pay less than the full cost of tuition, employees, who choose not to complete the program, shall not be required to fulfill any of the obligations contained herein nor shall the Board be required to fulfill any of the obligations contained herein for those employees.

10/3/02