

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE SCHOOL BOARD OF BROWARD COUNTY AND
THE BROWARD TEACHERS UNION-EDUCATION SUPPORT PROFESSIONALS**

The School Board of Broward County (SBBC) shall implement a Broward Teacher Corp Program in which the District provides funding support for programs to assist education support professionals in becoming highly qualified educational support personnel or educators. Selected education support professionals shall be offered opportunities to participate in the Education Support Professional to Teacher Assistant or Education Support Professional to Teacher Programs. The Broward Educational Consortium partners with SBBC 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 education support professionals meet qualifications to be education support professionals/teachers in a Title I school.

1. Education Support Professionals must be full-time employees in Broward County Title I Schools.
2. Instructional education support professionals shall be selected based upon the following, listed in order of priority. After instructional education support professionals have been selected, and additional slots are available, non-instructional education support professionals may be selected based upon the following, listed in priority order:
 - a. Education support professionals must meet the higher education institution entry requirements including submission of required application documents before established deadlines.
 - b. Education support professionals must be currently employed in an Upward Bound Title I school.
 - c. Education support professionals must be currently employed in a Title I school.
 - d. Education support professionals who have the highest overall GPA on the most recent college transcript and then, in the case of a tie, those education support professionals who have the highest bargaining unit seniority.
3. Program completion shall occur when the employee provides documentation that he/she has fulfilled all course work requirements outlined by the higher education institution.

4. After successful completion of the program, provided the individual meets the District's employment standards, the employee may be assigned as a teacher assistant or teacher to work/teach in a Title I school for a period equal to the period of time in the Broward Teacher Corp. The employee must remain employed in a Title I school unless involuntarily reassigned to a position in a non-Title I school. If the employee cannot be immediately assigned as a teacher to a Title I school, the employee's commitment period shall be postponed to pay back tuition cost. The employee shall be required to accept a Title I assignment when offered and fulfillment of any commitments shall begin when the Title I assignment begins.
5. After completing the Broward Teacher Corps program, an employee must commit to teaching/working as a teacher or teacher assistant in a Broward County Title I school for the same period of time that the Board paid his/her tuition in the Broward Teacher Corp. 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 worked in a District Title I school. (Example: If an employee participates for two years and decides to leave a Title I school after one year, he/she must pay back 50% of the tuition costs to the district.) Tuition reimbursement shall be based on a per credit hour basis.
6. If the employee does not complete the training program, the employee shall reimburse the District for 100% of the training cost incurred. Employees shall not be required to pay back tuition costs if the employee has a serious medical problem that prevents the employee from completing the program, which is 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 or education support professionals 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.
7. 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 employee's obligation. The employee shall be required to complete their commitment period or training upon return from such leaves.
8. Employees who participate in this program shall be required to sign a Promissory Note agreeing to the reimbursement provision stated above.
9. Employees shall not be required to pay back tuition cost if; (1) the Board chooses to discontinue the Broward Teacher Corp program before completion and/or (2) the employee chooses not to continue the program in any year that the full tuition cost is not paid, provided the program paid full tuition cost in the first year of enrollment. If either or both of the situations above shall occur the Board shall not be required to fulfill any of the obligations contained herein for those employees.

10. Employees who enroll in a program that in the first year of enrollment does not offer full tuition payment shall be required to complete the program regardless of changes in reimbursements made by the district, provided the program is not discontinued.
11. These terms and conditions shall remain in effect should the education support professional become a teacher.

10/24/02