



Employee & Labor Relations

Susan L. Cooper, Director

600 SE Third Avenue, 5th Floor

Fort Lauderdale, FL 33301

phone: 754-321-2140 • fax: 754-321-2141

susan.cooper@browardschools.com

www.browardschools.com

**The School Board of
Broward County, Florida**

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Peter B. Licata
Superintendent of Schools

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

This Memorandum of Understanding (MOU) is made on this 5th day of February 2024, by and between The School Board of Broward County, Florida (SBBC) and The Broward Teachers Union - Education Professionals (BTU-EP), hereinafter collectively referred to as "the parties."

Purpose:

The purpose of this MOU is to memorialize the parties' agreement regarding the Early Release and Planning Days in the BTU-EP bargaining unit for the 2024-2025 school year.

Duration:

This memorandum shall commence effective from the date of Board approval and shall end June 30, 2025.

Scope:

WHEREAS, Article 5, Conditions of Employment, Section L Teacher Planning Days, and Section U Early Release Time, of the parties' Collective Bargaining Agreement ("CBA") provides in relevant part:

Section L – Teacher Planning Days

1. "Planning Days: The school calendar shall contain ten (10) planning days throughout each school year. Five (5) of these days shall occur at the beginning of the school year. On all planning days, teachers shall have one (1) hour for lunch.

2. “The Superintendent shall designate two (2) of the five (5) preplanning days with the intent of not scheduling any activities except teacher planning. If the need arises, the affected principal may schedule a staff meeting not to exceed one (1) hour in duration on each of these days.”

Section U – Early Release Days

1. “The District shall provide that students at each school shall be dismissed two (2) hours early on six (6) days during the school year. Any school may opt-out of providing early release time by a 66 2/3 percent vote of bargaining unit members through the waiver methodology described in Article Fifteen, Section G, 2-4.
2. Four (4) of these days shall be scheduled the day prior to the employee planning day at the conclusion of each grading period. These early release days shall be used by employees for end of quarter activities including, but not limited to, grading of exams, grade preparation, or other appropriate activities as determined by the employee. The District shall schedule the remaining early release days after consulting with the BTU.
3. The two (2) remaining early release days shall be used in a manner consistent with the procedures below. On these two (2) days, principals may use up to one (1) hour of the two (2) hours of release time to conduct staff meetings or activities that are directly related to school improvement.
4. At all work locations, each department/grade level with the principal’s approval shall adopt an objective based on student data and aligned with the SIP and the District Strategic Plan on which to focus its efforts during the school year. Each department/grade level shall then adopt early release day activities that address its established objective. The District recognizes teachers as professionals and shall provide the flexibility necessary for each department/grade level to plan and implement such activities.”

WHEREAS, the parties have come to this agreement regarding the Early Release and Planning Days for the 2024-2025 school year for employees in the BTU-EP bargaining unit.

NOW, THEREFORE, it is agreed as follows:

1. The above recitals are hereby adopted and incorporated in this section as if fully set forth herein.
2. For the 2024-2025 school year, the parties agree to eliminate five (5) Early Release Days including four (4) at the end of each academic quarter and one (1) additional Early Release Day.



3. The parties agree the four (4) Planning Days at the end of each academic quarter will be devoted to teacher planning and end of quarter activities. These activities may include, but not limited to, grading of exams, grade preparation, or any other activities to be determined by the employee. If the need arises, the affected principal may schedule administration led activities not to exceed two (2) hours in duration on each of these days.
4. The parties agree that February 14 will remain an Early Release Day.

Terms and Conditions:

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 in the event of a conflict between this memorandum of understanding and the parties' collective bargaining agreement, the collective bargaining agreement shall control. This Agreement 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.

Acknowledgment, Signatures, and Dates:

This represents the full and complete understanding of the parties as it relates to the Early Release and Planning Days in the BTU-EP bargaining unit for the 2024-2025 school year. As such, this agreement does not establish a precedent beyond the time period set forth herein.

	
_____ 2/5/24	_____ 2/5/2024
David Azzarito	Anna Fusco
Chief People Officer	President, Broward Teachers Union

DA/SC:mh