

APPENDIX J
NO CHILD LEFT BEHIND ACT (NCLB)

- A. The parties agree that nothing in the school improvement section of the No Child Left Behind Act (NCLB) shall be construed to alter or otherwise affect the rights, remedies, and procedures afforded school employees under the terms of this collective bargaining agreement.
- B. The District agrees that they will notify BTU of action that must be taken to comply with provisions of NCLB and to bargain those issues that are mandatory subjects of bargaining.
- C. **Adequate Yearly Progress:** For schools identified as not making adequate yearly progress, the parties agree to form a committee to make recommendations to the Labor Management Committee regarding the impact of legal requirements on issues, including but not limited to:
 - 1. Any formal or informal understanding, condition or practice established between the parties.
 - 2. Wages, hours, terms and other conditions of employment or matters established in statute such as but not limited to F.S.447 Public Employees Collective Bargaining Act.
 - 3. Employees who may be laid off in whole or in part or reduced in pay as a result of the implementation of a “public school choice” option provided by the NCLB.
 - 4. Supplemental services such as but not limited to tutoring, mentoring, remediation, other educational intervention, etc., which can be provided by state certified bargaining unit members outside the regular employee workday and calendar.
 - 5. The contracting out work that has been or could be performed by the members of the bargaining unit. Such work includes, but is not limited to tutoring and/or providing other supplemental services.
 - 6. A restructuring, merger, takeover or other event that results in the creation of a new or successor employer, and the impact on the recognition of the Broward Teachers Union as the exclusive collective bargaining representative for the employees that it represents.