

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

This Memorandum of Understanding is made on this 18th day of January 2019, by and between The School Board of Broward County (SBBC) and the Broward Teachers Union-Education Professionals (BTU-EP).

Purpose:

The purpose of this Memorandum of Understanding is to memorialize the parties understanding and agreement regarding the compliance with Florida Statute, including, but not limited to F.S. Section 1001.42(21) that requires the School Board to declare an educational emergency for all schools receiving a grade of "D" or "F" and further provides for the immediate implementation of turnaround plans ("TOP") for approval by the state board. In addition, the MOU is to address the selection, placement, and expectations of instructional personnel and to provide principals with the autonomy described in F.S. Section 1012.28(8) as planning is a critical strategy necessary to improve student achievement.

Scope:

WHEREAS, prior to the start of the school year, the Florida Department of Education notifies each school district if any of its schools have been categorized as a Differentiated Accountability ("DA") school. Once a school is assigned a grade that qualifies it as a DA School, typically in July of each year, a BCPS school may automatically be classified in one of the following two categories for the school year immediately following the assignment of the school grade:

- A. **Tier 1-Comprehensive Support and Improvement - Cycle 1 (CSI):** A school receives two consecutive grades of "D," a grade of "F," or a graduation rate of 67 percent or less. Submission of Turnaround Plan (TOP) is required, (this is a FLDOE DA designation);
- B. **Tier 2 - Comprehensive Support and Improvement - Cycle 2 or 3 (CSI):** A school receives two consecutive grades of "D," a grade of "F," or a graduation rate of 67 percent or less for the third year in a row. School is required to choose one of three options: Closure, Charter, or Outside Entity/ External Operator. Chancellor will conduct an Instructional Review, (this is a FLDOE DA designation);

WHEREAS, § 1008.33(4)(a), Fla. Stat., (and as amended by House Bill 7069), requires that in the first full school year after a school initially earns two consecutive grades of "D" or a grade of "F," the school district must immediately implement intervention and support strategies; and, by September 1, provide the FLDOE with a memorandum of understanding negotiated required to facilitate those support strategies.

WHEREAS, the State of Florida requires the parties to enter into this Agreement to fulfill their obligations to support the District's DA schools.

NOW THEREFORE, it is agreed as follows:

Section 1. Financial Incentives for Teachers to Work at DA Schools:

The parties jointly desire to further enhance the educational programs available at the District's DA schools for the benefit of the attending students.

With those principles in mind, the District already supports DA Schools with additional resources made available through funding from sources such as Title I, TIF funds, SIG grants and the General Fund. Teachers at some DA Schools already receive compensation for an extended work day because the School is designated as one of the lowest 300 Schools. In addition to all of those existing resources and support, the Administration/Principals at each DA School have submitted applications for additional funding for additional resources, support and/or teacher incentives to assist with funding of the initiatives set forth in this Memorandum of Understanding (MOU).

Section 2. Article 5-Conditions of Employment - shall be amended as it relates to DA Schools to add the following:

- A. **Planning Days.** In addition to the ten (10) Planning Days currently built into the teacher calendar, DA schools may have an additional week of staff development prior to the contracted starting day for teachers. Teachers who attend will receive an hourly stipend at the rate of the teacher's hourly rate of pay.
- B. **Professional Development Committee.** With regard to DA schools Article 5 section L-5 of the collective bargaining agreement shall be amended to read in its entirety as follows:

A joint school committee comprised of an equal number of SAC Committee members appointed by the principal and the Faculty Council shall be established as the School Professional Development Team. Working collaboratively, they shall conduct an evaluation of the effectiveness of the current professional development activities. They shall examine the utilization of the total time for professional development during the two (2) additional early release days (excluding the four (4) early release days devoted to grades) and the ten (10) planning days for the school year, exclusive of the time allocated for individual teacher planning and preparation. Nothing contained herein is intended to preclude the Principal of each of the Tier schools from assessing the professional development needs of teachers, recommending additional professional development and otherwise performing the duties and responsibilities of a school Principal under F.S. Sections 1001.54 and 1012.28.

- C. **Section S-Lessons Plans.** Article 5, Section S Lesson Plans shall be amended as it relates to DA Schools to read in its entirety as follows:

The primary purpose of lesson plans is to guide instruction. The format for daily lesson plans should provide for ease of use by the teacher or substitute and should not be unreasonably complex. Documentation of the incorporation of Florida State Standards and teaching strategies required by law, board policy or regulation are part of daily lesson plans. Lesson plans shall be submitted bi-monthly in advance of the lesson to cover the planned lesson up to the next submission and shall be available during instruction. Lesson plans shall include the standard, teaching strategy/activity, and differentiated plan for the lowest quartile. Notwithstanding the submission of bi-monthly lesson plans, the parties acknowledge that such plans may be modified between the submission and actual lesson based on the classroom or student needs.

Section 3. Article 10-Employee Preparation, Conference and Planning: Shall be amended to read as it relates to DA schools in its entirety as follows:

- A. Elementary school employees shall have a preparation/conference/planning time totaling not less than sixty (60) minutes per day, excluding relief periods. A maximum of ~~one hundred and twenty (120)~~ one hundred eighty (180) minutes per calendar month shall be available for use at the Principal's discretion.
- B. Secondary: High school and Middle School Employees shall be given one (1) uninterrupted preparation/conference period per day of the same length as the regular class period. Subject to the total school schedule, a maximum of ~~thirty (30)~~ forty-five (45) minutes per week at the high school level and a maximum of ~~thirty (30)~~ forty-five (45) minutes per week at the middle school level shall be available for use at the Principal's discretion. Every effort shall be made to provide no more than three (3) different course preparations per day.
- C. **Block Schedule:** Middle school and high school employees on a block schedule shall have a

preparation/conference time totaling not less than ninety (90) minutes per day, excluding relief periods. A maximum ~~of thirty (30)~~ of forty-five (45) minutes per week shall be available for use at the Principal's discretion.

Section 4. - Article 25-Reassignment & Transfers: The parties agree that at DA schools the following language shall be amended as it relates to DA Schools to read in its entirety as follows:

- A. Prior to the date established for the voluntary or involuntary transfer deadlines, teachers may notify their principal of their decision to transfer out of the DA School for the following year. A person who is transferred under this provision may participate in the voluntary or involuntary transfer periods. If the teacher does not find a position, the District will place them prior to the start of the new school year.

- B. The following contract language Article 25-3 (C) 1 will be amended as follows:


Applications to transfer into a DA School shall be provided by the District and may be submitted any time at any tier school during the school year. Such applications shall remain active while the school remains in DA status. Once an instructional staff is transferred into a DA School, no voluntary transfer out of the school will be permitted until the end of the school year.

Acknowledgment, Signatures and Dates:

This represents the full and complete understanding of the parties as it relates to the DA State Mandate under Florida Statute. This agreement reached regarding the said BTU-EP, wherever applicable, amends the parties' collective bargaining agreement. This Agreement sets forth the entire agreement between the parties hereto and shall supersede any and all prior agreements or understandings between the parties. 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.



School Board of Broward County Date 1-18-19



Broward Teachers Union Date 1-18-19

LG:dd
01/18/2019