

ARTICLE FIFTEEN ACCOUNTABILITY

- A. School-site accountability is an ongoing process through which professionals working as a team have the opportunity for authentic participation in the school and greater responsibility for its process. Those most closely affected by decisions ought to be involved significantly in making those decisions on all issues.
- B. **Committee Involvement:**
If the Superintendent creates a District-wide Accountability Committee, the President of the BTU shall appoint one (1) member.
- C. **Training:**
1. Recognizing that professional development skills are vital, the District agrees to provide in-service training to teachers to the extent funding permits. Training shall be designed to develop and enhance the operations of the School Advisory Committee (SAC) and be extended to involve the entire faculty through the various stages of change and school restructuring. The District and the BTU shall work together in the development and implementation of quality training related to accountability.
 2. School-based accountability funds allocated to the school may be used to support these training efforts.
- D. **Reconciliation/Intervention Team:**
The parties agree to provide a reconciliation team to assist schools experiencing difficulties in making adequate progress in student achievement or who need assistance in group interactions or with other school conflicts. The Superintendent shall decide the composition of the team, and when a team will be assigned to assist a school. The president of the BTU may make a direct request to the Superintendent to send a team to a specific school. The president of the BTU shall appoint two (2) team members.
- E. **Shared Governance:**
The parties shall develop a variety of shared governance models which schools may consider. Schools shall select a model that best suits their needs or the staff may develop an alternative model of governance with direct involvement by teachers, other staff and community representatives. Staff approval and commitment to the model is essential. The selected model of governance will be specifically described in each school's improvement plan.

F. **School Advisory Council (SAC)**

1. The President of the BTU shall appoint one (1) teacher bargaining unit member from each school to serve on that school's SAC team. The appointment is for a full school year. If the selected employee must resign from the SAC, the President shall appoint a replacement. The BTU shall provide updated lists of their SAC representatives by September 1st of each year with subsequent changes provided in writing. Also, pursuant to Florida Statutes, Section 1001.452, teachers at each school shall select the teacher representatives on SAC teams.

The BTU president shall appoint one (1) steward/or designee to participate on the community interview/conversation committee as part of the process for the selection of the new principal from their school. The committee's recommendations shall be submitted to the Superintendent for his/her consideration.

2. **The role of the SAC is to:**
 - (a) initiate, develop, implement and evaluate the SIP and other school site issues to professionalize teaching and to improve student performance;
 - (b) request technical assistance and staff development;
 - (c) oversee subcommittees as a result of action taken by the SAC;
 - (d) others as decided by each school site.

3. **School Improvement Plan (SIP)**

Once the SIP is developed by the SAC team it shall be presented to the faculty for final comments or suggested changes before the SAC takes a final vote on its plan.

If the approved SIP is substantially different from the one shared with the faculty before the SAC voted, the principal and building steward will brief the faculty on the changes. For purposes of this section, the SAC members will determine if the plan is "substantially different." A final copy shall be available for review in the school's media center.

The District will provide a BTU steward signature line on the SIP document. Said signature indicates that the steward has knowledge of the SIP. The steward may choose not to sign, but the signature or lack thereof will not stop the implementation of the Plan.

4. **School Improvement Funding**

The District shall fully comply with Florida Statutes, Section 24.121 (5) (c) which addresses guidelines for the expenditure of lottery funds. If the Florida Legislature deletes/amends the statutes that this section is based on, or the State appropriation ends, this Section #4 shall be amended or deleted to reflect the action taken by the Florida Legislators.

G. **Waivers:**

1. The waiver procedures for policies, State Board rules, Florida Statutes, Federal laws, collective bargaining agreements, etc., are contained in the District's Accountability Policy – Policy 1403. Policy 1403 does not apply to the subject matter addressed in Section K of this Article Fifteen, but Section K shall govern such subject matter.
2. **Time Frame:** All waiver requests must be presented in writing to the faculty not less than three (3) work days before the official secret ballot vote is conducted. The parties agree that the faculty cannot vote on a waiver addressing the same issue more than once each semester.
3. **Secret Ballot Vote:** The vote shall be conducted through a secret ballot conducted by a bargaining unit representative chosen by the entire faculty who shall be responsible for securing ballots during this time. The principal and a representative of the BTU shall be official observers of the election and ballot counting. The waiver request must be approved by 66 2/3 percent of the bargaining unit members in the school and not just those in attendance at the voting meeting (Example, i.e., a school with 100 bargaining unit members must have 67 positive votes regardless of the number of bargaining unit members voting. (If the waiver does not affect the entire school, then a vote of 66 2/3 percent of the affected bargaining unit members is necessary.
4. **Notice of Election Day:** The date for the written ballot will be announced not less than twenty-four (24) hours prior to election day and will be conducted at the school. Any bargaining unit member who will be on an approved leave of absence on the day of the official vote shall be provided the opportunity to vote prior to the scheduled official vote as long as the final waiver language is available for review by the affected employee. Absent employees who return to work not later than one (1) work day after the election may procure an absentee ballot at the school, fill it out at the school and turn it in to the person selected by the faculty to conduct the vote.

5. **Challenge to the Voting Procedure:** If the administration, the affected faculty or the BTU believe that improprieties have occurred with the election, the president of the BTU and the Superintendent's designee shall meet and agree on a remedy.
6. **Community Endorsement and Steward Signature:** After the election is conducted, the waiver request must be reviewed and endorsed by the community at an advertised open meeting. The District will provide a BTU steward signature line on the waiver request form. Said signature indicates that the steward has knowledge of the waiver. The steward may choose not to sign, but the signature or lack of a signature will not stop the waiver from continuing throughout the District review process.
7. **Recommendation of the Superintendent:** Without such 2/3 majority vote, a waiver shall still be submitted but will not have the recommendation of the Superintendent or the President of the BTU. All waivers must be cost neutral. Window periods for waiver submission will be consistent with the District's Accountability Policy.
8. **Waiver Assistance Panel:** All waivers shall be reviewed by a Waiver Assistance Panel. The President of the BTU shall serve as a member of the Committee. The Committee shall have no veto power.
9. **Impact Bargaining:** If the BTU believes that a waiver request impacts this Agreement, the President of the BTU may request impact bargaining pursuant to provisions contained in PERC case law.
10. **Waiver Duration:** Waivers will be for one (1) year duration and non-precedent setting.

A school may request a waiver of the District referral form consistent with the District waiver timeline and contract language concerning student discipline. Should a school be granted the waiver of the referral form, it is not necessary to renew the waiver each year unless the school decides to make a significant revision to the referral form.

H. **Transition Team:**

The parties agree to create a transition team when a new principal is appointed at a school. The President of the BTU shall appoint one (1) member of the team. The Transition Team will assist in the transition of a new principal so that there is an easy and efficient change of leadership

while the school continues to work toward its goal and objectives as specified in the SIP.

I. **Funding:**

The District will provide \$80,000, which shall be used to further the goals of the District's Accountability Program. Specifically, the funds may be spent in such areas, but not limited to: training, release time for teachers working on accountability projects, guest speakers, etc. The BTU will keep a written record of expenditures charged to this fund and shall make this information available to the District.

J. **National Board for Professional Teaching Standards**

The District shall offer professional incentives/assistance to employees working toward and/or attaining national certification including:

1. Upon completion of the portfolio process, candidates shall receive sixty (60) in-service credits. Candidates who complete the process and do not receive certificates shall receive sixty (60) in-service credits.
2. Upon request, arrangements may be made with the principal to provide one (1) day of release time for the candidates to complete the portfolio. This time shall constitute temporary duty leave assignment consistent with applicable rules and policies.
3. The District shall strive to provide technical assistance for use at home for the completion of the portfolio. Candidates will contact HRD to facilitate assistance with video equipment. Arrangements for the use of the referenced equipment shall be pursuant to Board policy.
4. Upon publication by the National Board of the guidelines and procedures for re-certification application, the committee will meet and confer to recommend appropriate incentives.
5. Candidates who receive certification shall receive an additional sixty (60) in-service credits.
6. Candidates who complete the process but do not qualify for certification, have the opportunity to bank their subject areas and retake the exam will be awarded sixty (60) in-service credits if they engage in the retake process.
7. New teachers entering Broward County with NBPTS certification shall be awarded a one (1) time payment signing bonus of one

thousand dollars (\$1,000) after verification by the District of their certification.

8. Up to five (5) mentors who have exceeded ninety (90) hours of mentoring shall be eligible to attend the national conference and the District shall incur the expenses. Selection shall be made on a rotating basis based upon the date the teacher became nationally board certified. Should there be a tie, then selection shall be by seniority. In addition to the five (5) mentors attending, the District shall incur the expenses for up to two (2) mentors making presentations at the conference.
9. Employees not eligible to participate in the National Board Certification Process (currently including but not limited to school social workers, psychologists, occupational and physical therapists, speech language pathologists, adult education teachers, guidance and family counselors, and health teachers) shall be eligible to participate in an alternative program, the Broward County Recognition Program (BCRP). Said program, similar in format to the National Board Certification process, includes portfolio documentation with artifacts, videotaping of job performance, as well as written work samples. Successful candidates participating in BCRP shall receive the negotiated supplement (see Appendix F) for three (3) consecutive years and may be renewed in subsequent years so long as they continue to earn satisfactory annual assessment ratings. Employees forfeiting said supplement due to unsatisfactory annual assessment shall become eligible for and receive payment upon satisfactorily fulfilling the terms of the professional development plan resulting from the unsatisfactory rating and receiving a satisfactory rating. Participation in the BCRP process requires an application fee of sixty dollars (\$60).

K. School Schedules

1. Any change in the schedule (in compliance with State Statutes) of a middle school or high school must be the subject of a vote in accordance with the procedures set forth in Section K.
2. A vote to change the total school schedule may be taken for the following school year between the first Monday of October and the second Friday of December from the options in subsection 3 below.
3. High school and multi-level 6-12 school schedule options:

- 4x4 A/B Block Schedule (number of periods and preparation/planning will be determined prior to a vote).
- Straight Seven Period Schedule (six (6) periods of class time and one preparation/conference/planning period).
- *A/B Block Schedule (six (6) periods of class time and one (1) preparation/conference/planning period) and as set forth in Article Ten, Section C.
- *Rotator Seven Period Schedule (six (6) periods of class time and one (1) preparation/conference/planning period), and as set forth in Article Ten, Section C.
- Eight (8) Period Schedule (six (6) periods of class time, one (1) lunch period and one preparation/conference/planning period).
- Eight (8) Period Personalization Schedule (teacher will teach five (5) classes, and in addition, the teacher will supervise a personalization period. During a personalization period/study hall, the teacher is only responsible for taking roll and maintaining order. There is no instructional activity during this block of time; therefore, no evaluative observations shall be conducted.)

*Employees in the Rotator Seven and A/B Block Schedules do not receive one (1) preparation/conference/planning period every day.

The Superintendent and the Board may add/amend the high school options, stated above, based on the operational needs of the District or Legislative requirements.

4. Schools shall first vote to keep their current schedule. Should the vote be unsuccessful, then an alternate from the list in Section K(3) above will be presented to the BTU-EP bargaining unit for a vote.
5. Schools which are voting to move to a new schedule must commit to a minimum of two (2) years for such schedule. In October of the second year of the adopted schedule, the faculty shall vote to either maintain the current schedule or select an alternate schedule listed in subsection 3 above. If said schedule is approved for a third year, a yearly vote is no longer needed to maintain the schedule unless the SAC recommends a change.
6. In the event that the BTU-EP bargaining unit does not agree by 66 2/3 percent of the BTU-EP bargaining unit who are actually voting to adopt a new schedule, the school shall remain on the current schedule. At least eighty percent (80%) of the BTU-EP bargaining unit must vote in order for the election to be valid.

7. The vote shall be conducted through a secret ballot conducted by a BTU-EP steward or designee who shall be responsible for securing ballots during this time. The principal and a representative of the BTU shall be official observers of the election and ballot counting.
8. The date for the written ballot will be announced not less than twenty-four (24) hours prior to the election day and will be conducted at the school. Any bargaining unit member who will be on an approved leave of absence on the day of the official vote shall be provided the opportunity to vote prior to the scheduled official vote as long as the final schedule language is available for review by the affected employee. Absent employees who return to work not later than one (1) work day after the election may procure an absentee ballot at the school, fill it out at the school and turn it in to the person selected by the faculty to conduct the vote.
9. If the administration, the affected faculty or the BTU believe that improprieties have occurred with the election, the president of the BTU and the Superintendent's designee shall meet and agree on a remedy.