

**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 31<sup>st</sup> day of October 2022, by and between The School Board of Broward County, Florida (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 School Improvement ("SI") school. Once a school is assigned a grade that qualifies it as a SI School, typically in July of each year, a Broward County Public Schools (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. **Comprehensive Support and Improvement - (CS&I):** Any school that earns a grade of "D" or "F" or any school that has a graduation rate of sixty-seven (67%) percent or less in the most recently released school grades pursuant to rule 6A-1.09981, F.A.C., School and District Accountability.
  
- B. **SI Tiers of Support.** All SI schools are in need of support and intervention from the school district and the FLDOE and are provided this within the context of a three-tiered system.
  - **Tier 1 SI:** Any school that earns a single grade of "D" or has a graduation rate of sixty-seven (67%) percent or less.
  - **Tier 2 SI:** Any school that earns a single grade of "F" or a school that earns consecutive low-performing grades and is in the first cycle of turnaround. Submission of Turnaround Plan (TOP) is required.
  - **Tier 3 SI:** Any school that has completed one or more cycles of turnaround and has not improved its grade to at least a "C." Submission of Turnaround Plan (TOP) is required.

**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 MOU 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 SI schools.

**NOW THEREFORE**, it is agreed as follows:

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

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

With those principles in mind, the District already supports SI Schools with additional resources made available through grants and general funds. Teachers at some SI Schools already receive compensation for an extended workday, student performance bonuses, and stipends for professional development and curriculum planning. In addition to all those existing resources and support, the Administration/Principals at each SI 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 MOU.

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

A. **Planning Day:** In addition to the ten (10) Planning Days currently built into the teacher calendar, SI 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 SI 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.

B. **Professional Development.** Based on recommendations from the Professional Development Committee, teachers will be required to participate in professional learning. The professional learning will include but not be limited to enVision Math, Benchmark Advance, culture and climate, teacher collaborative sessions, engagement strategies, lesson planning, TLAC strategies, and/or classroom management.

C. **Article 5, Section S: Lesson Plans:** Lesson plans shall be amended as it relates to SI 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 must be printed and available in advance of the lesson and shall be available during instruction. Lesson plans shall include the standard, teaching strategy/activity, and differentiated plans for ESE and ELL learners. The parties acknowledge that such plans may be modified based on the classroom and/or student needs.

**Section 3. Article 10: Employee Preparation, Conference and Planning:** Shall be amended to read as it relates to SI 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 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 forty-five (45) minutes per week at the high school level and a maximum of 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 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 SI schools the following language shall be amended as it relates to SI 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 SI 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, Section C (1) will be amended as follows:

Applications to transfer into a SI 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 SI status. Once an instructional staff is transferred into a SI 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 complete understanding of the parties as it relates to the SI 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.

Susan Cooper      10/31/22  
The School Board of Broward County, FL      Date

Ann Tusa      10/31/2022  
Broward Teachers Union      Date

FW:sc