

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
AND  
THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION**

Notwithstanding Article III, §B.1(a) of the Parties' Collective Bargaining Agreement (CBA) and for the duration of this Memorandum of Understanding (MOU), the aforementioned Parties agree to the following conditions for employees assigned to extended day elementary schools. The School District of Palm Beach County ("District") will extend the seven and one-half (7.5) hour contractual duty day by one-half (1/2) hour during the 2017-2018 school year of all employees assigned to District elementary schools that are designated by the Florida Department of Education (DOE) which require these designated elementary schools to extend their instructional day for the 2017-2018 school year. The affected schools are:

Barton Elementary	Northmore Elementary
Belle Glade Elementary	Pahokee Elementary
Belvedere Elementary	Palmetto Elementary
Benoist Farms Elementary	Palm Spring Elementary
Dr. Mary Mcleod Bethune Elementary	Pine Grove Elementary
Galaxy Elementary	Pioneer Park Elementary
Gove Elementary	Pleasant City Elementary
Grove Park Elementary	Rolling Green Elementary
Highland Elementary	Roosevelt Elementary
Hope-Centennial Elementary	Rosenwald Elementary
K.E. Cunningham/Canal Point Elementary	South Grade Elementary
Lake Park Elementary	Starlight Cove Elementary
Lincoln Elementary	West Gate Elementary
	West Riviera Elementary

Each bargaining unit employee will be scheduled and assigned to provide an additional thirty (30) minutes of instructional time to students on regular student attendance days and will be compensated as follows:

- Those employees scheduled and assigned to provide thirty (30) additional minutes of instructional time will be compensated for one-half hour of the employee's hourly rate of pay, minus standard deductions.
- The hourly rate of pay of a full-time employee is calculated by dividing the employee's annual base salary (including the employee's Advanced Degree supplement, if applicable) by 196 days and then dividing that quotient by 7.5 hours.

- When a full-time employee assigned to an extended-day elementary school takes a full day of sick leave or personal leave he/she will be charged 7.5 hours of such leave for that day.
- When a full-time employee takes a half-day of sick leave or personal leave he/she will be charged 3.75 hours of such leave. Other incremental use of sick leave/personal leave will be charged in accordance with this pattern.

As mentioned in the first paragraph of this MOU, if any District elementary schools are designated and required by DOE to provide additional instructional time during the 2017-2018 school year, all employees assigned to these DOE designated District elementary schools for the 2017-2018 school year will have their contractual duty day extended by one-half hour as described above. As the Spring UAT period will have concluded by the time DOE designates District Elementary Schools that are to provide additional instructional time for the 2017-2018 school year, any affected employees assigned to one of these DOE designated District elementary schools who feels he/she cannot work additional instructional time may apply for a Special Hardship Transfer per the provisions of this MOU set forth below.

1. Applications for a Special Hardship Transfer must be in writing and include a narrative fully explaining the reason(s) the employee is seeking a Special Hardship Transfer.
2. Travel time and/or distances will not be considered valid reasons to seek or to approve a Special Hardship Transfer, but a serious medical condition or a serious personal reason which includes, but is not limited to conflicting irresolvable childcare issues or conflicting irresolvable outside work obligations will be given serious consideration provided these reasons can be substantiated to the satisfaction of the members of the Review Board.
3. Applications for a Special Hardship Transfer must be submitted in writing to both the employee's Principal and Regional Superintendent and will be acted on by a Special Review Board comprise of two (2) appointees of the CTA and two (2) appointees of the Superintendent.
4. Affected employees may request a Special Hardship Transfer up to the fifth (5th) student attendance day (August 18, 2017) of the 2017-2018 school year.
5. Applications received after that deadline will not be considered.

Special Hardship Transfer requests will be acted upon on or before September 1, 2017. Until acted upon, employees who have submitted Special Hardship Transfer requests are expected to continue to make all necessary arrangements so they can work the extended instructional schedule at their respective school until their Special Hardship Transfer applications are approved and finalized; or to continue to work such extended instructional schedule at their school if their requests are not approved.

A unanimous or majority vote of the four-member Review Board to deny a Special Hardship Transfer is not subject to appeal. An evenly split two-to-two vote is considered a vote to deny

the request, but such evenly split two-to-two vote is appealable to the CTA Executive Director and the District's Chief of Human Resources who will promptly meet to make a final and non-appealable decision. If the CTA Executive Director and the District's Chief of Human Resources cannot agree, with the approval of CTA the issue may be submitted directly to STEP THREE of the Parties' expedited Grievance Process outlined in the final two paragraphs of Article II, §G.8 of the Parties' CBA. While such decision is pending, the employee is expected to continue to make all necessary arrangements to work the extended instructional schedule at his/her school.

If the District elementary school from which the employee is leaving is a Glades School and the school to which the employee is being reassigned to is not a Glades School, no Glades supplement will be paid unless the employee resides in the Glades and received a Glades supplement of \$2,200 during the 2005-2006 school year. In such situations and pursuant to the provisions in Article VIII, §G of the Parties' CBA, the employee will continue to receive a Glades supplement of \$2,200 until such time he/she no longer resides in the Glades or until he/she becomes eligible to be paid a higher Glades supplement in the event the employee is transferred in the future to a Glades school.

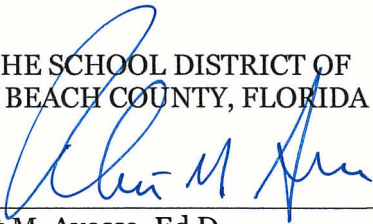
An employee hired after July 1, 2017 who agrees to work at an extended instructional day elementary school is not eligible to seek a Special Hardship Transfer. This eligibility prohibition is applicable to new hires assigned to any of the DOE designated elementary schools per the first paragraph of this MOU.

Effective August 14, 2017, employees who have been selected by the District to provide an additional half-hour of instruction at their respective schools who have school-aged children enrolled in one of the District's After-Care Programs will be provided the opportunity to be credited with the cost of providing an additional half-hour of After-Care for their child(ren) that is a direct result of the employee providing a half-hour of additional instruction at their respective school per the provisions of this MOU. Employees eligible for this benefit must complete, submit and return a District form to their respective Principal that will be time and date stamped and then forwarded to appropriate school's After-Care Program to allow the employee to receive credit for the last additional half-hour of After-Care service provided to his/her child who is enrolled in said After-Care Program. If the form is returned to the employee's Principal on or before Friday, August 18, 2017, the employee will receive credit for the last additional half-hour of After-Care services each day for the period August 14-18 2017 that the child attended After-Care. If the form is returned to the Principal after Friday, August 18, 2017 no past credits will be granted and the employee will be granted After-Care credit for the last additional half-hour of After-Care services on a go forward basis beginning on the date the completed form is forwarded to and received by the appropriate After-Care Program. A separate form must be completed for each child enrolled in a District After-Care Program. Forms will be made available to all affected employees once this MOU is signed by representatives of the District and the Association.

The Parties agree that all efforts will be made to schedule and conduct any additional professional development and/or in-service activities that are determined by the District to be necessary on already scheduled Professional Development Days and/or In-Service Days. The Parties also agree to limit the number of Faculty meetings to one regular Faculty meeting per month (September through May). If there is an emergency relating to the safety of students and/or employees, an additional brief emergency faculty meeting may be called by the Principal. In addition, the Principal may schedule faculty meetings on Pre-School Days, Post-School Days, In-Service Days and up to 55 minutes on Teacher Work Days.

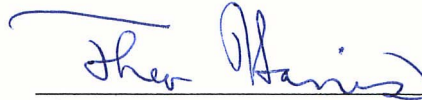
This MOU becomes effective upon the Parties' representatives affixing their signatures below and expires after June 4, 2018, but may be extended with the mutual written agreement of the Parties, unless otherwise required by Florida Statute. In addition, this MOU will be submitted for ratification by members of the bargaining unit and for approval by the School Board along with and at the same time other items are tentatively agreed to during upcoming negotiations on a successor Contract. Until ratified and approved, the Parties agree that this MOU is binding on the Parties and any alleged violations of this MOU may be grieved via the Parties' Grievance Procedure through STEP THREE - binding arbitration.

FOR THE SCHOOL DISTRICT OF  
PALM BEACH COUNTY, FLORIDA

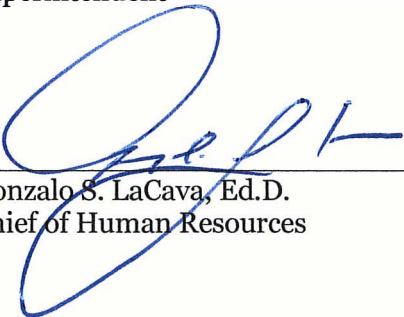


Robert M. Avossa, Ed.D.  
Superintendent

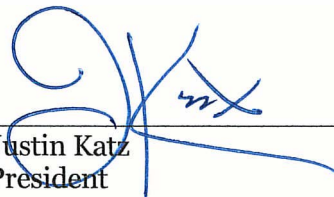
FOR THE PALM BEACH COUNTY  
CLASSROOM TEACHERS ASSOCIATION



Theo Harris  
Executive Director



Gonzalo S. LaCava, Ed.D.  
Chief of Human Resources



Justin Katz  
President

Fully executed this 7<sup>th</sup> day of August, 2017.