

MEMORANDUM OF UNDERSTANDING
Between
The School District of Palm Beach County
And
The Palm Beach County Classroom Teachers Association
Regarding a School Improvement Grant (SIG IV) at Dr. Mary McLeod
Bethune Elementary School

The School District of Palm Beach County (the District) and the Palm Beach County Classroom Teachers Association (CTA), as evidenced by the respective signatures below, agree to this Memorandum of Understanding (MOU) as more specifically set forth herein.

The District applied for a competitive grant from the Florida Department of Education on behalf Dr. Mary McLeod Bethune Elementary School. The District was successful in being awarded this grant. The resulting grant funds, within State prescribed parameters, are to be utilized for the purpose of improving early learning and student performance and will include monetary awards to be paid to T-bargaining employees assigned to budgeted positions at Dr. Mary McLeod Bethune Elementary School through differentiated pay supplements based on agreed to complexity factors. It is the intent of the Parties that this grant will cover the costs contemplated in this MOU so that no District Operating funds need be expended to implement or maintain this Project.

GENERAL PROVISIONS

1. This MOU will be in place for the first two (2) years (school years 2017-2018 and 2018-2019) of this five (5) year project (school years 2017—2018, 2018-2019, 2019-2020, 2020-2021, and 2021-2022) for T-bargaining employees who are actively on-duty and assigned to budgeted positions at the Project School for a minimum of ninety-nine (99) full or half-time contractual days for that school year.
2. The Parties agree that should the District decide to provide before-school, after-school or non-school day tutorial programs for students attending the Project School, T-bargaining employees assigned to such tutorial programs will be paid the Tutorial Hourly Rate of Pay pursuant to Appendix M of the CBA when assigned to tutor students in any such School-sponsored or District-sponsored Tutorial Program. When T-bargaining employees assigned to the Project School who are assigned to Tutor elementary students immediately after the end of the student day, such tutoring will be considered an “after school activity with students” in keeping with Article III, Section B 4 (a) of the CBA.
3. The Parties recognize and agree that instructional employees who are already receiving a salary supplement for being a Department Head or Grade Level Chair at the Project School, that as a function of this supplemental budgeted position and without any additional compensation (other than the supplemental amount already being paid), may be required to assume and perform some additional leadership responsibilities at the Project School as assigned by the Principal.

4. The Parties agree to set aside only those provisions of the CBA that conflict with the provisions of this Memorandum of Understanding, with all other provisions of the CBA remaining in full force and effect.

A. SUPPLEMENTAL COMPLEXITY PAY

Complexity pay will be allocated twice in the 2017-2018 school year. Full-time and part-time employees who are assigned to budgeted positions at the Project School as of November 15, 2017 will receive two thousand dollars (\$2,000) no later than the last pay day in December. Full-time and part-time employees who are assigned to budgeted positions at the Project Schools as of June 1, 2018 and who worked at the Project Schools for a minimum of ninety-nine (99) full or half-time contractual days during the 2017-2018 school year will receive an additional two thousand dollars (\$2,000) no later than the last pay day in June. Employees with less than ninety-nine (99) full or half-time contractual days of service in 2017-2018 but who were hired prior to forty-five (45) days before the last teacher contract day will receive a prorated portion of the second installment of the complexity pay.

B. EXTENDED DUTY DAYS AND/OR ADDITIONAL DUTY DAYS

By November 1, 2017, the District will advise the Association as to the scheduling of a total of not more than forty (40) hours in-service/professional development hours for each instructional employee to attend during the 2017-2018 school year. Any time spent by the employee attending mandatory in-service training will be paid at the rate contemplated in Article VIII §N of the CBA. The instructional employees will also participate in up to an additional forty (40) hours of collaborative planning.

It is understood that instructional employees assigned to budgeted positions at the Project School may work additional hours and/or days and will be paid their regular hourly rate of pay only when they are actually on duty for any additional hours beyond 7.5 hours per day and/or beyond 196 days during the school year. These additional hours include attendance at faculty meetings no more than four (4) times per year (once at the start of school, and at the end of every trimester) that may last up to ninety (90) minutes in length beyond the regular work day. These additional duty hours/days are not optional and must be worked as scheduled for the 2017-2018 and 2018-2019 school year. Exception to this rule may be granted due to unavoidable emergencies. At least during the 2017-2018 school year, the Project School will already be scheduled an additional half hour of instruction each regular student attendance day per a separate MOU between the Parties.

Prior to the start of the 2018-2019 school year, the Pre-Kindergarten teachers at the Project school may be scheduled to extend the contract year from 196 work days to a maximum of 211 work days. The additional days will be scheduled to begin working in July 2018 and will consist of no more than 7.5 hours per day including a thirty (30) minute paid duty-free lunch for no more than four (4) days per week. The affected teachers will revert to a regular work schedule at the time all other instructional personnel return to work. The teachers will be compensated at their regular hourly rate of pay for all time worked during these extended days.

C. AMENDMENTS TO THIS MOU AND ITS TERMINATION

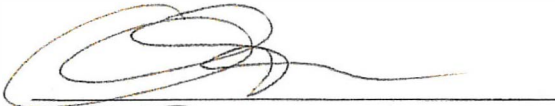
Should the current grant funding cease to exist or should the funding no longer cover the costs of this agreement, the District and CTA agree to meet as determined by either party, to review the funding structure of this State Improvement Grant (SIG) and to determine its financial viability for each of the years of this Project; and if it is determined such viability is no longer present due to the lack of grant funding, the District and CTA will immediately enter into good faith negotiations to amend this MOU and/or Exhibit 1 to return it to being financially viable and sustainable and in the event this cannot be mutually agreed upon, this MOU and Exhibit 1 will be deemed void upon receipt of written notice of one Party to the other.

D. DURATION

This MOU will become effective upon the Parties' representatives affixing their signatures below and will expire on July 31, 2019. The MOU may be extended for up to three (3) additional years upon written notification from the District to CTA to address any decrease in funding and/or to conclude the grant.

**FOR THE SCHOOL DISTRICT OF
PALM BEACH COUNTY:**

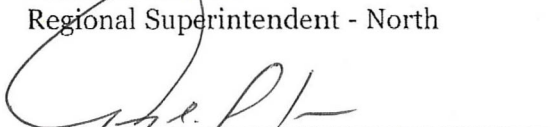
**FOR THE PALM BEACH COUNTY
CLASSROOM TEACHERS
ASSOCIATION:**



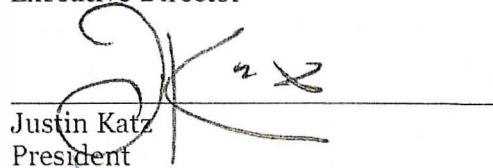
Camille Coleman
Regional Superintendent - North



Theo Harris
Executive Director



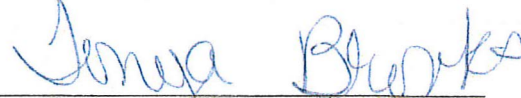
Gonzalo S. LaCava, Ed.D.
Chief of Human Resources



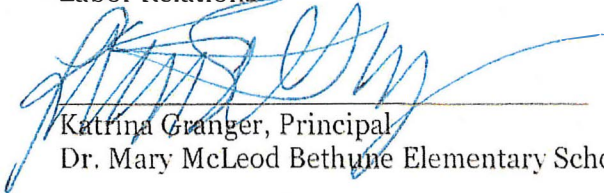
Justin Katz
President



Vicki L. Evans-Paré, Director
Labor Relations



Tonya Brooks, CTA Lead Representative
Dr. Mary McLeod Bethune Elementary School



Katrina Granger, Principal
Dr. Mary McLeod Bethune Elementary School

Date: 11/1/17