

MEMORANDUM OF UNDERSTANDING
Between
The School District of Palm Beach County
And
The Palm Beach County Classroom Teachers Association
Regarding a School Improvement Grant (UNISIG)

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.

Beginning with the 2017-18 school year, the Florida Department of Education will be providing a Unified School Improvement Grant (UNISIG) to serve students attending Title I schools identified for targeted (i.e., school grade of "D") or comprehensive (i.e., school grade of "F" or two consecutive grades of "D") support and improvement based on the most recent school grades release and students attending any public high school regardless of Title I status that has a four-year adjusted cohort graduation rate of 67 percent or less based on the most recently released data. Funds will be awarded for a grant period of October 1, 2017, to September 30, 2018.

The resulting grant funds, within State prescribed parameters, are to be utilized for the purpose of improving student performance and will include monetary awards to be paid to T-bargaining employees assigned to budgeted positions at the following schools:

Palm Beach Lakes High	Barton Elementary
Lake Worth High	Northmore Elementary
John F. Kennedy Middle	South Grade Elementary
Lake Shore Middle	Turning Points
West Riviera Elementary	Crossroads
Gove Elementary	Riveria Beach Preparatory

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 one (1) year Project for school year 2017-2018 will be in place for T-bargaining employees who are actively on-duty and assigned to budgeted positions at the Project Schools for a minimum of ninety-nine (99) full or half-time contractual days for that school year.
2. 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 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 Schools as assigned by the Principal.

3. 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 Schools as of December 1, 2017 will receive one thousand two hundred fifty dollars (\$1,250) 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 one thousand two hundred fifty dollars (\$1,250) 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. 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 UNISIG and to determine its financial viability for 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 to return it to being financially viable and sustainable and in the event this cannot be mutually agreed upon, this MOU will be deemed void upon receipt of written notice of one Party to the other.

C. DURATION

This MOU will become effective upon the Parties' representatives affixing their signatures below and will expire on July 31, 2018.

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




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




Vicki L. Evans-Paré, Director
Labor Relations

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



Theo Harris
Executive Director



Justin Katz
CTA President

Date: 10/23/2017