

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

ADDENDUM FY19

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. After the District was successful in being awarded this grant, the Parties executed a MOU dated November 1, 2017, which set forth, in part, how the grant monies would be expended. The Parties agreed that the MOU would be in place for the first two (2) years of a five (5) year project. The District was recently awarded funds to continue the terms of the MOU into the 2018-2019 school year.

The resulting grant funds, within State prescribed parameters, are again 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 Addendum to the 2017 MOU will be in place for the school year 2018-2019 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 continue to 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 continue to 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 continue to 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 2018-2019 school year. Full-time and part-time employees who were assigned to budgeted positions at the Project School as of November 15, 2018 will receive two thousand dollars (\$2,000) no later than the last pay day in February.

Full-time and part-time employees who are assigned to budgeted positions at the Project School as of June 1, 2019 and who worked at the Project School for a minimum of ninety-nine (99) full or half-time contractual days during the 2018-2019 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 2018-2019 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 the State Improvement Grant (SIG) and to determine its financial viability for each of the remaining years of this Project; and if it is determined such viability is no longer present due to 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.

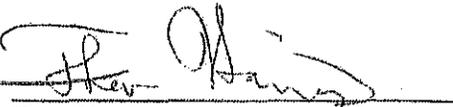
C. DURATION

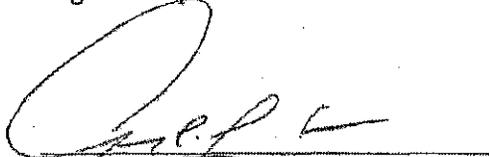
This MOU will become effective upon the Parties' representatives affixing their signatures below and will expire on July 31, 2019. The MOU may be extended for up to three (3) additional years upon written agreement between the Parties to address any decrease in funding and/or to conclude the grant. This Addendum serves as that notification for the 2018-2019 school year.

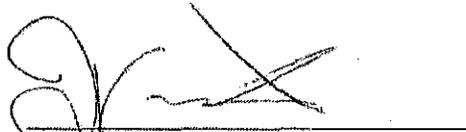
**FOR THE SCHOOL DISTRICT OF
PALM BEACH COUNTY**

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


Camille Coleman
Regional Superintendent - North

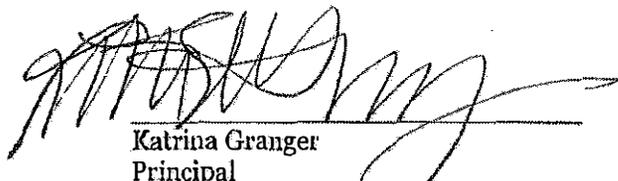

Theo Harris
Executive Director


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


Justin Katz
President


Vicki L. Evans-Paré
Director, Employee & Labor Relations


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


Katrina Granger
Principal
Dr. Mary McLeod Bethune Elementary
School