

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

THE PALM BEACH COUNTY SCHOOL DISTRICT

AND THE

PALM BEACH CLASSROOM TEACHERS ASSOCIATION

**REGARDING A THREE-YEAR PILOT PROJECT AT FOUR DISTRICT ELEMENTARY SCHOOLS**

The Palm Beach County School District (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 is a recipient of a competitive School Improvement Grant from the Florida Department of Education for four (4) of the District's Elementary Schools. These Grant funds, within State prescribed parameters, are to be utilized and expended for the purpose of improving student performance and include monetary awards to be paid to T-bargaining employees assigned to budgeted positions at these four (4) schools based on a two-part Pay For Performance Plan and through differentiated pay supplements based on agreed to complexity factors. In addition, monetary awards also will be paid to eligible T-bargaining employees who are described in Section C of this MOU. The Grant will cover the cost of this pilot so that no District Operating funds need be expended to implement or maintain this Pilot over this three (3) school year period of time.

**GENERAL PROVISIONS**

1. This three (3) year pilot project for school years 2011-2012, 2012-2013 and 2013-2014 will be in place each of these three (3) school years for T-bargaining employees who are actively on-duty and assigned to budgeted positions at Belle Glade Elementary School, Pioneer Park Elementary School, Pleasant City Elementary School or West Riviera Elementary School for a minimum of ninety-nine (99) full or half-time contractual days for that school year and to eligible additional instructional staff described in Section C of this MOU. In March of 2012 and again in March of 2013, T-bargaining employees assigned to budgeted positions at these four (4) pilot schools wishing to be reassigned to another District school may voluntarily place themselves on a Unit Adjustment Transfer (UAT) list by notifying their Principal in writing on or before March 25 that they wish to be UAT'd to another District school for the following school year. Upon timely receipt of such written request to their Principal, each affected employee will be UAT'd and according to his/her seniority will be placed at another District school in keeping with the provisions of Article IV, Section E 4 of the CBA and this MOU. Similarly, with the concurrence of the Area Superintendent, each Principal may Involuntarily Transfer T-bargaining employees in keeping with the provisions of Article IV, Section G of the

- CBA. The parties further agree that while eligible T-bargaining employees in the District may seek a Voluntary Transfer to any of these four (4) pilot schools having a posted vacancy pursuant to Article IV, Section C of the CBA, T-bargaining employees who are being Involuntarily Transferred from any District School or who have been UAT'd from one of these pilot schools or any other District School may not list any of these four (4) pilot project schools on either an Involuntary Transfer form or an Instructional Placement Preference (IPP) form for the duration of this MOU without the written concurrence of the appropriate Principal of the respective four (4) pilot project schools having a posted vacancy. Eligible T-bargaining employees wishing to list any of these four (4) pilot schools on either their Involuntary Transfer forms or on their IPP forms must contact the appropriate Principal of the respective four (4) pilot project schools in advance and obtain written approval from that Principal to place the name of that school on such forms.
2. The parties agree that should the District decide to provide before-school, after-school or non-school day tutorial programs for students attending any of these four (4) pilot schools, 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 or District sponsored Tutorial Program. When assigned to Tutor elementary students 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 Grade Level Chair that as a function of this supplemental position, and without any additional compensation (other than the amount already being paid), they may be required to assume and perform some additional leadership responsibilities at their school as assigned by the Principal.
  4. The parties agree to set aside only provisions of the Collective Bargaining Agreement (CBA) that conflict with the provisions of this Memorandum Of Understanding, with all other provisions of the CBA to remain in full force and effect.

#### **A. PAY FOR PERFORMANCE PLANS**

1. The District and CTA agree that this pilot project will have a two-part Pay For Performance Plan comprised of both a "School-Wide Team Pay For Performance" component and in some instances (Math, Reading and possibly Science) an "Individual Instructor's Pay For Performance" component. The attached Exhibit 1 containing the relevant Pay For Performance matrices will be used as an outline to assist the parties each year of this pilot project to determine who will receive one or both of the two-part Pay For Performance Awards and the dollar amount(s) of those awards. The parties agree that Exhibit 1 is a part of this MOU. When determining who will be recipients of the individual instructor's Pay For Performance Award for each previous school year (beginning with the 2011-2012 school year) and who will be recipients of the School-

Wide Team Pay For Performance Award for that previous school year, the parties agree to meet and with the assistance of the Department of Research & Evaluation the parties will make these determinations as set forth in paragraph 2 immediately below. Only instructional employees assigned to a budgeted position at a pilot school(s) (including Instructional Staff described in Section C of this MOU) and who were on duty for a minimum of ninety-nine (99) full or half-time contractual days at the Pilot School(s) during any school year and who remain at that school or at another pilot or District school the following school year or who leave the employment of the District in good standing will be eligible for consideration to receive a full or partial Pay For Performance Award that school year. When meeting to determine who will be recipients of the Individual Awards and School-Wide Awards as outlined in paragraph 2 immediately below, the parties will determine if an employee who has left the employment of the District left such employment in good standing on a case by case basis. Instructional employees who are determined to have left the District not in good standing or who were involuntarily transferred from a pilot school are not eligible to receive such Awards.

2. With the assistance of the Department of Research & Evaluation, the parties agree to meet when test exam results are received for the first school year (2011-2012) of the pilot project and will meet both at the beginning and at the end of the second and third years (2012-2013 and 2013-2014) of the pilot project when test results are received for that previous school year to review the viability and validity of using End Of Course (EOC) exam results as a component of Proportion of Years Growth (PYG) calculations.
3. The parties shall strive to make such Pay For Performance Awards, minus standard deductions, within sixty (60) calendar days after such determinations are made by the parties.

#### **B. SUPPLEMENTAL COMPLEXITY PAY**

Based on the attached complexity model contained in Exhibit 1, complexity pay will be allocated over the number of pay periods each instructional employee has elected for that school year. Full-time and part-time employees (including Instructional Staff described in Section C of this MOU) who are assigned to budgeted positions at a pilot school(s) for a minimum of ninety-nine (99) full or half-time contractual days in any school year will receive complexity pay in proportion to the equivalent number of full duty days they worked at a pilot school(s) with the number of full duty days in a school year at the pilot school.

#### **C. ADDITIONAL INSTRUCTIONAL EMPLOYEES/PROGRAMS**

As soon as possible during the 2011-2012 school year, Belle Glade Elementary School and Pioneer Park Elementary School together and Pleasant City Elementary Schools and West Riviera Elementary School together will be provided and will share a Rtl Facilitator

for each of the three (3) School years of this Pilot. In addition, as soon as possible during the 2011-2012 school year each pilot school will be provided with a Reading Coach and a Math Coach for each of the three (3) school years of the Pilot. If applicable, based on the school's needs as determined by the District, a Science Coach may also be provided or shared between or among other Pilot Schools. It may be determined during the course of the school year(s) that additional instructional staff may be assigned to primarily serve one or more of these pilot schools. In such instances, inclusion of such additional staff in performance pay eligibility will be determined on a case-by-case basis utilizing such data, including but not necessarily limited to, percentage of time allocated to these schools in the instructional employee's regular duty day (or week), with such inclusion being mutually agreed upon between the District and CTA, including determination of such performance pay eligibility on a prorated basis. Without additional compensation, such Facilitators and Coaches may be required to assume and perform some additional leadership responsibilities at their pilot school as assigned by the Principal. Each pilot school will be provided with and will utilize the *AIMS Web* program to track the effectiveness of interventions. Each pilot school will be provided a Pre-K Class to open during or before December of 2011. In concert with the District and each pilot school's Technology Committee, relevant training in the effective use of technology including training on the instructional use of "i-Pads" will be provided to appropriate Instructional staff of each pilot school as determined by the District during the 2011-2012 school year.

#### **D. EXTENDED DUTY DAYS AND/OR ADDITIONAL DUTY DAYS**

Prior to March 1, 2012 and again prior to March 1, 2013, the parties will meet to decide how to schedule a total of not more than four hundred (400) additional instructional duty hours for each instructional employee to be worked during the 2012-13 and the 2013-2014 school years. It is understood that instructional employees assigned to budgeted positions at a pilot school(s) will work these additional hours and/or days and will be paid their regular hourly rate of pay only when they are actually on duty for these additional hours/days. These additional instructional duty hours/days are not optional and must be worked as scheduled for both the 2012-2013 and the 2013-2014 school years.

#### **E. TECHNOLOGY**

The appropriate technology for which training was initially provided during the 2011-2012 school year will be purchased during the summer of 2012 and will be provided as determined by each pilot school's Technology Committee within budgetary constraints of the Grant as determined by the District. Technology training will continue during the 2012-2013 and the 2013-2014 school years.

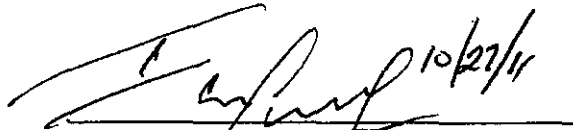
**F. PARENT UNIVERSITY PROJECTS AND COMMUNITY IN SCHOOLS PARTERSHIPS**

A Parent University Project and a Community In Schools Partnership will be fostered and established for implementation during the 2012-2013 school year and both will be continued during the 2013-2014 school year at each pilot school. Instructional employees assigned to these pilot schools will actively participate in both of these outreach programs.

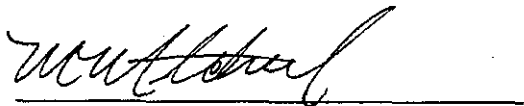
**G. AMENDMENTS TO THIS MOU AND ITS TERMINATION**

Notwithstanding the above provisions of this MOU and Exhibit 1, the District and CTA agree to meet on an as needed basis, as determined by either party, to review the funding structure of this State Improvement Grant and to determine its financial viability for each of the years of this pilot project; and if it is determined such viability is no longer present, 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. While it is the intent of both parties to maintain all aspects of this MOU over all three years of this pilot project, if the provisions of this Section are implemented and negotiations do not result in a mutual agreement on how to return this MOU and/or Exhibit 1 to being financially viable and sustainable, this MOU and Exhibit 1 will be deemed void upon receipt of written notice of one party to the other.


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

  
Dr. Ian Saltzman, Transformation Schools  
Area Superintendent


  
Van V. Ludy, Director, Labor Relations

  
Mark Mitchell, Director, Compensation &  
HR Planning

**FOR THE PALM BEACH COUNTY CLASSROOM  
TEACHERS ASSOICATION (CTA):**

  
Debra L. Wilhelm, CTA President

  
Tony Hernandez, CTA Executive Director

  
Barbara Taub-Albert, Chairperson, Negotiations  
Committee

Roxanne Curtiss

Roxanne Curtiss, Principal, Belle Glade E S

Donald Johnson

Donald Johnson, CTA Lead Rep., Belle Glade E.S.

Adam Miller

Adam Miller, Principal Pioneer Park E.S.

Michael Romero

Michael Romero , CTA Lead Rep., Pioneer Park E.S.

Moneek Scott-McTyer

Moneek Scott-McTyer, Principal,  
Pleasant City Community E.S.

Cheryl Flah-Kiahon

Cheryl Flah-Kiahon, CTA Lead Rep., Pleasant  
City Community E.S.

Tonja Lindsey-Latson

Tonja Lindsey-Latson, Principal,  
West Riviera E.S,

Dorris Dennard

Dorris Dennard, CTA Lead Rep.,  
West Riviera E.S.

Date: October 28, 2011

# ***School Improvement Grant II***

## **1<sup>st</sup> Year Implementation Pilot for School Improvement Initiatives and Pay for Performance (PFP)**

**(within State prescribed parameters)**



**September 2011**

# ***Key Points - School Improvement Grant***

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- **A Three-Year “School Improvement Grant” applies to four PBC Elementary Schools (Pioneer Park, Belle Glade, West Riviera, Pleasant City).**
- **Focus is on “Transforming Teaching and Learning by Building and Extending”.**
- **If helpful, it may be possible for geographically situated schools to work together to share grant provided resources:**
  - **Shared use of Learning in Action Centers**
  - **Substitute Pool**
  - **Trainings for teachers and administrators**
  - **Shared resources such as books and personnel**



# Key Points - School Improvement Grant

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- The School District of Palm Beach County did not politically support Florida Senate Bill 6 (SB6), MAP, or Race to the Top as these initiatives included a focus on “individual-based” pay for performance. The District believes the effort of the entire school “TEAM”, working in a collaborative manner, is critical to the successful education of our children.
- Grant parameters for Pay for Performance are dictated by the State Grant Administrators.
- However, with this Grant, together we have a unique opportunity to do two things:
  - 1) In a budget strapped economy, we can put more money in our teachers’ pockets, and
  - 2) We can provide feedback to the State, based on our limited 4 school “pilot”, regarding what is good and what needs improvement in their prescribed parameters for School Improvement and Pay for Performance.

**Extending Opportunity for All**

# Key Points - School Improvement Grant

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- 3-week early start of school (**Potentially beginning FY2013**)
- At least an additional 30-minutes of instruction daily (**Potentially beginning FY2013**)
- Pre-K Classes (**By December 2011**)
- Co-Teaching Model (with literacy centers)\*  
*\*Specific model to be determined*
- Rigor and Relevance added to core curriculum with front-loaded extended learning opportunities
- Job-Embedded professional development and time for adult learning
- Pay for Performance for staff

**Extending Opportunity for All**

# ***Key Points - School Improvement Grant***

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- **Establishes a climate of high expectations and efficacy**
- **Creates a Parent/Grandparent University at each school (FY2013)**
- **Differentiating staffing to meet unique school needs**
  - **Parent Liaison**
  - **RTI Facilitator**
  - **Technology Teacher**
  - **Data/Assessment Coach**
  - **Pool Subs**
- **Responding to Interventions using Technology (AimsWeb)**
- **Learning in Action Centers with video coaching and mentoring**
  - **Literacy**
  - **Math & Science**

**Building Capacity of All**

**Initial Draft of Pay for Performance design concepts provide an opportunity for school instructional staff to earn award dollars in three ways.....**

**1) School “Team” Performance Achievement:**

*Collaborate as a School Team to maximize School-Wide Proportion of Year’s Growth (PYG) (% of the school’s students scoring a PYG at or above 1.0 in Reading, Math), and/or*

**2) Teacher “Individual” Performance Achievement:**

*Maximize the # of your students scoring a PYG at or above 1.0 in Reading, Math*

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**Performance Award Opportunities:**

$$\text{School (TEAM)} + \text{Individual} = \text{Total}$$

**Teachers:**

<i>All Teachers <sup>1</sup>:</i>	<i>\$5,500</i>		<i>\$5,500</i>
<i>Individual <sup>2</sup> Teachers (PYG):</i>	<i>\$5,500</i>	<i>\$1,500</i>	<i>\$7,000</i>

*1) “All Teachers” includes all instructional employees classified as “T” bargaining unit.*

*2) Only Individual Reading (Reading, English, Language Arts) and Math teachers for whom student PYG data are available are eligible for the “individual” portion of the award.*

**and 3) Teacher “Complexity” Pay**

*Formula driven stipend designed to provide differentiated pay based on factors, e.g., high priority location, school level, critical subject/shortage areas, student economic status, etc.*

# 1) School (Team) Performance Achievement Matrix

## School Performance Achievement % (% of target award)

<u>Student PYG Attainment Level</u>	80	80	81	81	82	82	82	82	83	83	84	84	84	84	85	85	86	86	86	87	87	88	88	88	88	89	89	90	90	90	90	91	91	92	92	92	92	93	93	94	94	94	94	95	95	96	96	96	97	97	98	98	98	99	99	100	100	
<b>1.5+</b>	80	80	81	81	82	82	82	82	83	83	84	84	84	84	85	85	86	86	86	87	87	88	88	88	88	89	89	90	90	90	90	91	91	92	92	92	92	93	93	94	94	94	94	95	95	96	96	96	97	97	98	98	98	99	99	100	100	
<b>1.4</b>	78	78	79	79	80	80	80	80	81	81	82	82	82	82	83	83	84	84	84	85	85	86	86	86	86	87	87	88	88	88	89	89	90	90	90	90	91	91	92	92	92	92	93	93	94	94	94	94	95	95	96	96	96	97	97	98	98	
<b>1.3</b>	76	76	77	77	78	78	78	79	79	80	80	80	80	81	81	82	82	82	83	83	84	84	84	84	85	85	86	86	86	86	87	87	88	88	88	88	89	89	90	90	90	90	91	91	92	92	92	92	93	93	94	94	94	94	95	95	96	96
<b>1.2</b>	74	74	75	75	76	76	76	77	77	78	78	78	79	79	80	80	80	81	81	82	82	82	83	83	84	84	84	85	85	86	86	86	87	87	88	88	88	88	89	89	90	90	90	90	91	91	92	92	92	92	93	93	94	94				
<b>1.1</b>	72	72	73	73	74	74	74	75	75	76	76	76	77	77	78	78	78	79	79	80	80	80	81	81	82	82	82	83	83	84	84	84	84	85	85	86	86	86	86	87	87	88	88	88	88	89	89	90	90	90	90	91	91	92	92			
<b>1</b>	70	70	71	71	72	72	72	73	73	74	74	74	75	75	76	76	76	77	77	78	78	78	79	79	80	80	80	80	81	81	82	82	82	82	83	83	84	84	84	84	85	85	86	86	86	86	87	87	88	88	88	88	89	89	90	90		
	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100							

### Percentage (%) of Students (PYG only) scoring At or Above Specified Level of PYG

#### Example:

1. School percentage of Students (Reading, Math who have PYG Data) Proportion of Year's Growth = 78% at or above 1.2
2. Therefore, from our matrix the "% of Target Award" applicable to the Schools Performance = 85%
3. Therefore, calculation for the "Team" portion of the award is ( 85% x \$5,500) = \$4,675

## 2) Teacher (Individual) Performance Achievement Matrix

### Elementary School: Teacher Performance Achievement % (% of target award)

Student PYG  
Attainment  
Level

<b>1.5+</b>	81	82	83	83	84	85	86	87	88	88	89	90	91	92	93	93	94	95	96	97	98	98	99	100	
<b>1.4</b>	77	78	78	79	80	81	82	83	83	84	85	86	87	88	88	89	90	91	92	93	93	94	95	96	
<b>1.3</b>	73	73	74	75	76	77	78	78	79	80	81	82	83	83	84	85	86	87	88	88	89	90	91	92	
<b>1.2</b>	68	69	70	71	72	73	73	74	75	76	77	78	78	79	80	81	82	83	83	84	85	86	87	88	
<b>1.1</b>	64	65	66	67	68	68	69	70	71	72	73	73	74	75	76	77	78	78	79	80	81	82	83	83	
<b>1</b>	60	61	62	63	63	64	65	66	67	68	68	69	70	71	72	73	73	74	75	76	77	78	78	79	
	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30+</b>	
	<b>Number of Students* Scoring At or Above Level of PYG</b>																								

### Example:

1. Individual Teacher's Number of Students (Reading, Math who have PYG Data) Proportion of Year's Growth = 12 at or above 1.3
2. Therefore, from our matrix the " % of Target Award " applicable to the Teacher's Contribution to PYG = 77%
3. Therefore, calculation for the "Individual" portion of the award is ( 77% x \$1,500) = \$1,155

## Three (3) Criteria for TEACHER Complexity Pay

	I	Max 30	II	Max 40	III	Max 80		Final
	Priority	Location	CSSA	CSSA	Free/Red	Lunch %		CPX
	Location	Points	Range	Points	Lunch %	Points		Rating
Belle Glade Elementary	3	30	20 - 40	varies	99	80	=	3
Pioneer Park Elementary	3	30	20 - 40	varies	98	80	=	3
Pleasant City Elementary	3	30	20 - 40	varies	96	80	=	3
West Riviera Elementary	3	30	20 - 40	varies	97	80	=	3

### Categories / Criteria / Points Defined

#### I. High Priority Location (Rating level 1, 2, 3)

- |                            |        |
|----------------------------|--------|
| 1. No Difficulty           | 0 pts  |
| 2. Average Difficulty      | 15 pts |
| 3. Considerable Difficulty | 30 pts |

#### II. CSA - Critical Subject/Shortage Area (Ratings 1 or 2)

- |              |        |
|--------------|--------|
| 1. Essential | 20 pts |
| 2. Critical  | 40 pts |

#### III. Free/Reduced Lunch (Ratings vary by school level) \*

\* Same points structure for Asst Principal Complexity

#### CPX Rating

##### \$ Values

- |   |         |
|---|---------|
| 1 | \$0     |
| 2 | \$2,000 |
| 3 | \$4,000 |

# Key Points - School Improvement Grant

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➤ And.....



**Building Capacity of All**



# *Key Points - School Improvement Grant*

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## ***DISCUSSION***