

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PALM BEACH COUNTY SCHOOL DISTRICT

AND THE

PALM BEACH CLASSROOM TEACHERS ASSOCIATION

REGARDING A THREE-YEAR PILOT PROJECT AT THREE DISTRICT 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 received a School Improvement Grant from the Florida Department of Education for the District's three schools that were determined during the 2009-2010 school year to be in the lowest 5% of Florida's Schools. These Grant funds, within State prescribed parameters, are to be used to improve student performance and includes monetary awards to be paid to T-bargaining employees at these three schools based on a two-part Pay For Performance Plan and through supplements paid for successful and active participation in a Collegial Planning Component over this three (3) school year period. The Grant will cover the cost of this pilot so that no District funds need be expended to implement or maintain this Pilot over this three (3) school year period of time.

A. **GENERAL PROVISIONS**

1. This three (3) year pilot project for school years 2010-2011, 2011-2012 and 2012-2013 will be in place each of these three (3) school years for T-bargaining employees who are on-duty and assigned at Glades Central High School, Lake Worth High School or Rosenwald Elementary School for a minimum of ninety-nine (99) contractual days each school year of this pilot project and who have an over-all satisfactory annual evaluation that school year. A proportionate Pay For Performance Award will be issued for those T-bargaining employees who were not assigned to one of these three schools for a minimum of ninety-nine (99) contractual days during any one year as set forth in Section B 2 below. In March of 2011 and again in March of 2012, T-bargaining employees at these three (3) 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 or before March 25 that they wish to be UAT'd to another school for the following school year. Upon timely receipt of such written request to the respective 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, the 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 three (3) pilot schools having a posted vacancy pursuant to Article IV, Section C of the CBA, T-bargaining employees who are in the process of being Involuntarily Transferred from one of these pilot schools or who have been UAT'd from one of these pilot schools may not list any of these three (3) 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 respective Principal of any of these three (3) pilot project schools having a posted vacancy. Eligible T-bargaining employees wishing to list any of these three (3) pilot schools on either their Involuntary Transfer forms or on their IPP forms must contact the respective Principal of these three pilot project schools in advance and obtain written approval to place the name of the school on such form(s).

2. The District and CTA recognize that pursuant to Article III, Section P 7 of the parties' Collective Bargaining Agreement (CBA), the T-bargaining employees of both Lake Worth High School and of Glades Central High School voted in the affirmative to modify their school's secondary schedules to establish an 8-period modified secondary schedule for the 2009-2010 school year, and voted again in the affirmative to extend this 8-period schedule for the 2010-2011 school year through the 2012-2013 school year after which this three school year Pilot Project expires. The parties further recognize that pursuant to Article III, Section P 2 and 5 (a) of the CBA, those secondary T-bargaining employees assigned to instruct an additional period will be paid pursuant to Appendix F of the CBA.
3. 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 three (3) 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 at Rosenwald Elementary School, such tutoring will be considered an "after school activity with students" in keeping with Article III, Section B 4 (a) of the CBA.
4. The parties recognize and agree T-bargaining employees who are already receiving a salary supplement for Department (Head) Chair, Grade Level Chair and/or Team Leader, 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 leadership responsibilities, especially when such responsibilities relate to planning and assisting in the implementation of Collegial Team Planning meetings along with their respectively designated instructional coach.
5. 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.

B. 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 be considered to be eligible to receive one or both of the two-part Pay For Performance Awards and the amount of those awards. The parties agree that Exhibit 1 is a part of this MOU.
2. When determining who will be recipients of the individual instructor's Pay For Performance Award for each previous school year (beginning with the 2010-2011 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 to make these determinations as set forth in paragraph 3 immediately below. In addition, T-bargaining employees who were not on-duty and assigned at Glades Central High School, Lake Worth High School or Rosenwald Elementary School for a minimum of ninety-nine (99) contractual days in any of these three school years may still earn a proportionate Pay For Performance Award (Individual and/or Team) based on the number of contractual days they were on-duty and assigned to one of these schools as the numerator and 99 being the denominator.
3. The parties agree to meet when test exam results are received for the first school year (2010-2011) of the pilot project and to meet both at the beginning and at the end of the second and third years (2011-2012 and 2012-2013) 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.
4. The parties shall strive to make such Pay For Performance Awards, minus standard deductions, within sixty (60) calendar days after test results are received and such determinations are made by the parties.

C. COLLEGIAL TEAM PLANNING COMMITTEES

1. At Lake Worth and Glades Central High Schools the expectation is that two (2) hours per regular work week will be compensated for Reading, Math and Science T-bargaining employees who are not instructional coaches to attend Collegial Team Planning meetings and for their active participation in follow-through teaching activities in their classrooms as set forth below. Such Collegial Team Planning meetings will not be conducted on duty time, but will be conducted before or after duty hours or on non-duty days for two (2) hours per regular work week.
2. At Rosenwald Elementary School, the expectation is that two (2) hours per regular work week will be compensated for regular elementary grade level instructional employees who are not instructional coaches to attend Collegial Team Planning meetings with time

devoted to Reading, Math and Science each regular work week and for active participation in follow-through teaching activities in their classrooms as set forth below. Such Collegial Team Planning meetings will not be conducted on duty time, but will be conducted before or after duty hours or on non-duty days for two (2) hours per regular work week.

3. Instructional Reading, Math and Science coaches will be responsible for providing leadership for these Collegial Team Planning meetings and follow-up activities and will be responsible for chairing and providing the data and agendas for such meetings. As stated in Section A. above, Department (Heads) Chairs, Grade Level Chairs and/or Team Leaders may be required to assume and perform some leadership responsibilities, especially when such responsibilities relate to planning and assisting in the implementation of Collegial Team Planning meetings along with their respectively designated instructional coach.
4. For the initial school year (2010-2011) of this Pilot Project, High School regular Reading, Math and Science participating T-bargaining employees and Elementary School regular grade level participating T-bargaining employees will be paid a supplement in two (2) installments of \$750.00, minus standard deductions, on or about January 31, 2011 and on or about June 15, 2011. For both the second and third school years (2011-2012 and 2012 -2013) of this pilot project, High School regular Reading, Math and Science participating T-bargaining employees and Elementary School regular grade level participating T-bargaining employees will be paid in three (3) installments of \$500.00, minus standard deductions, on or about December 31, March 31 and June 15 of each school year.
5. For the initial school year (2010-2011) of this Pilot Project, instructional Reading, Math and Science coaches will be paid a supplement in two (2) installments of \$1,500.00, minus standard deductions, on or about January 31, 2011 and on or about June 15, 2011. For both the second and third school years (2011-2012 and 2012-2013) of this pilot project, instructional Reading, Math and Science coaches will be paid in three (3) installments of \$1,000.00, minus standard deductions, on or about December 31, March 31 and June 15 of each year.
6. The structure for these Collegial Team Planning meetings will be established by the respective coach in cooperation with the School's administration. The goals of these meetings is to review common assessments from the previous week; review best practices based on outcome of assessments incorporating Differentiated Instruction; plan common lessons; and prepare common assessments for the upcoming week. One additional goal at Rosenwald Elementary School is to have each teacher establish three (3) rigorous learning centers/stations in their classrooms each respectively relating to Reading, Math and Science. One additional goal at Glades Central High School is the participation of instructional employees on these Collegial Team Planning Committees to train parents on a rotating every other month basis in the evening, on the benefits of Reading Plus, the FCAT Explorer and/or technology calculators and Science (GIZMOS)

and by publishing and distributing a monthly newsletter to parents prepared by these Collegial Team Planning Committees. Additional goals may be established by the agreement of those participating and attending these Collegial Team Planning meetings and the school's administration.

7. Each supplement to be paid is subject to verification by the School's administration that the instructional employee and/or coach actually attended and participated in these meetings as set forth herein and actively worked to meet the goals outlined above. Meeting agendas, attendance sheets and samples of classroom implementation activities are some examples of providing such verification. Without such verification, payments will not be made to those who did not attend and/or who did not participate in these meetings and/or who did not actively work to meet the goals outlined above.

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

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

Joseph M. Moore, Chief Operating Officer

Robert Dow, CTA President

Van V. Ludy, Director Labor Relations

Helene Samango, CTA Executive Director

Mark Mitchell, Director, Compensation &
HR Planning

Barbara Taub-Albert, Chairperson, Negotiations
Committee

Kirk Howell, Principal Lake Worth H.S.

Gary Swigert, CTA Lead Rep., Lake Worth H.S.

Anthony Anderson, Principal Glades
Central H.S.

Rosemary Cunningham, CTA Lead Rep., Glades
Central H.S.

Shundra Dowers, Principal, Rosenwald E.S.

Jeanne, Brady, CTA Lead Rep., Rosenwald E.S.

Date: _____