



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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THE OFFICE OF EMPLOYEE RELATIONS
www.browardschools.com

SCHOOL BOARD

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MEMORANDUM OF UNDERSTANDING BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND THE BROWARD TEACHERS UNION

The School Board of Broward County, Florida (School Board) and the Broward Teachers Union (BTU) understand and agree that recent legislation affects many aspects of the job of teachers and implementation of the legislative mandates may impact provisions of the parties' Collective Bargaining Agreement. The BTU and the School Board agree to work together to address those issues necessary to comply with Florida Statutes and Florida Department of Education regulations concerning S.B. 736 (Student Success Act), Race to the Top, School Improvement Grant, and Differentiated Accountability in the following manner:

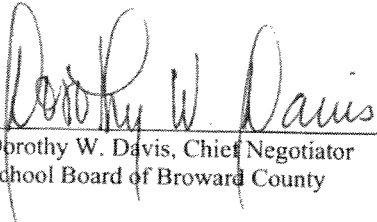
1. The parties mutually agree to authorize an Oversight Committee. The Oversight Committee is charged with providing direction to the committees that are charged with reviewing issues related to each of the following topics and proposing recommendation(s) for implementing modification of contract provisions required by legislative mandates:
 - Senate Bill 736 (Student Success Act)
 - The components of Race to the Top (RTTT)
 - School Improvement Grant (SIG)
 - Differentiated Accountability (DA)
 - Article 25 (Surplusing) and Article 26 (Reduction in Force)
 - Retirement Assistance Program (RAP)

The Oversight Committee shall meet regularly as agreed to by the parties, but no less than once monthly. The Oversight Committee shall be responsible for setting the specific charge for each committee, providing guidance on the priorities for action, setting timelines for producing recommendations, and facilitating the accomplishment of each committee's charge.

2. The Oversight Committee shall strive to establish the committees and set the charges for each committee prior to September 15, 2011.
3. The Oversight Committee shall be composed of the Superintendent of Schools, BTU President, Associate Superintendent for Human Resources, BTU Director of Strategic Planning, and the Chief Negotiators for each party. Each party shall appoint one person to serve as co-chair of the Oversight Committee. Attendance at Oversight Committee meetings shall be considered a priority assignment, and no substitutes shall be allowed for absent members.
4. Each committee shall be composed of an equal number of representatives from each party, including co-chairs. Either party may appoint members of the teacher bargaining unit. Either party may employ experts to provide technical assistance to the committee at that party's own expense. The co-chairs of the

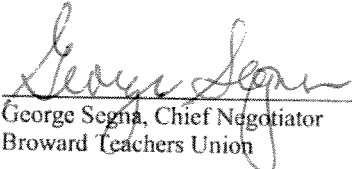
committees are authorized to make requests to the Oversight Committee for additional resources needed to complete the committees' charges.

5. The co-chairs of the Oversight Committee are authorized to provide committees with additional resources from within and outside the district and to provide facilitation to committees to assist them in meeting their charges. The co-chairs shall be empowered to access the Superintendent of Schools and/or the BTU President at the earliest possible convenient time if they agree that a committee is having difficulty in obtaining appropriate assistance or if compliance with the provision of this agreement needs to be enforced.
6. The recommendations of the committees will be submitted to the Superintendent and the President of the BTU no later than December 15, 2011. After the Superintendent and the President of the BTU have had an opportunity to review the recommendations, the parties will meet expeditiously to discuss the recommendations. Where the parties agree with the recommendation(s) of the committee for implementing the legislative mandates, the parties agree to incorporate the recommendation(s) into the collective bargaining agreement or as otherwise required to implement and become effective.
7. Where the parties do not agree with the recommendations of the committee or the committee fails to complete its task, the parties shall meet to identify the areas of disagreement. As to each item of disagreement, the parties reserve the right to proceed consistent with the applicable law. The declaration of impasse may include only those items that are requirements of Florida Statute. The parties agree to attempt to resolve any differences first through negotiations and discussion before resorting to any legally available means.



Dorothy W. Davis, Chief Negotiator
School Board of Broward County

Date

 9/2/11

George Segna, Chief Negotiator
Broward Teachers Union

Date