

**MEMORANDUM OF UNDERSTANDING (MOU)  
BETWEEN THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA  
AND THE PALM BEACH COUNTY CLASSROOM TEACHERS ASSOCIATION**

In an effort to attract high quality instructional employees to the School District of Palm Beach County and advance the District's goals and objectives contained in its Academic Business Plan, the parties agree this \_\_\_\_ day of \_\_\_\_\_, 2006, that eligible new hires for the 2006-2007 school year and eligible new hires thereafter may be provided monetary incentives by the District as set forth herein:

1. The District will meet with the Association on or before February 1 of each year to discuss the critical needs area(s), the number of tiers and the amount of the incentive, if any, for each tier for the following school year to be paid to eligible instructional new hires pursuant to this Memorandum of Understanding. These discussions will also address the Tuition Reimbursement Program and any changes necessary to insure program effectiveness. The parties agree that no incentive will be greater than \$10,000 without the written approval of both the District and the Association.
2. After meeting and conferring annually with the Association as provided in paragraph 1 above, the District's Title I schools may be assign into four (4) or fewer tiers. Each tier of Title I District schools may generate a different Recruitment Incentive amount each school year, but each Title I District school in a tier will provide the same Recruitment Incentive amount for eligible new hires that school year. For example, it could be announced that a Recruitment Incentive for the ensuing school year will be paid to new hires fully certified in the critical need academic areas of Exceptional Student Education (ESE) and Secondary Mathematics and assuming there are 100 Title I District schools, those schools could be divided among 4 or fewer tiers based on the percent of students who qualify for a free or reduced lunch or some other factor(s) determined by the District. If there are four tiers that school year, each of those 4 tiers could contain 25 schools. Tier One schools could be assigned a Recruitment Incentive of \$5,000, Tier Two \$4,000, Tier Three \$3,000 and Tier Four \$2,000 for that school year for new hires assigned to schools in those tiers who are fully certified in and are assigned to teach ESE or Secondary Mathematics. Based on its needs for the following school year and after meeting with the Association, it could be announced at that time that a Recruitment Incentive will be paid to new hires fully certified in Secondary Science, ESE or ESOL and the District's Title I schools could be divided into two tiers with 40 schools in Tier One and 60 schools in Tier Two. Tier One schools could be assigned a Recruitment Incentive of \$6,000 and Tier Two schools could be assigned a Recruitment Incentive of \$4,000 for new hires assigned to schools in those tiers who are fully certified in and are assigned to teach Secondary Science, ESE or ESOL that school year.
3. An instructional employee, upon initial employment with the School District, who is certified to teach in-field or has been issued a Statement of Eligibility by the Florida Department of Education in one or more of the critical need academic areas designated for that school year and who formally agrees in writing to an assignment to a Title I District school in one of those annually designated critical needs areas, shall be eligible for a Recruitment Incentive in an amount annually specified and subject to the conditions contained herein.
4. To qualify for a Recruitment Incentive, the new instructional hire must commit, in writing, on a District provided form no later than the date he/she successfully and fully completes his/her New Employee Orientation and is cleared for employment, to teach at a Title I District school for four (4) school years and be actively employed with the District and teaching in-field at a Title I school in one or more of the District selected critical need academic areas for that school year.
5. The incentive will be paid in two (2) separate installments: One-half of the incentive amount will be paid as soon as possible, but not later than thirty (30) calendar days after the eligible new instructional hire successfully and fully

completes his/her New Employee Orientation, is cleared for employment and completes and signs the District provided form as provided in paragraph 4 above. One-half of the incentive will be paid within thirty (30) calendar days after the beginning of the second school year. Where an employee's hire date is subsequent to October 1, the Incentive will be pro-rated and paid accordingly.

6. A newly hired instructional employee who receives the Recruitment Incentive is neither eligible to seek a voluntary transfer nor to volunteer for the Unit Adjustment Transfer (UAT) procedure during his/her four school-year commitment period.
7. If the employee is subject to a Unit Adjustment Transfer, he/she will be reassigned to another Title I school, if a vacancy exists. If there are no vacancies in the employee's area of certification at a District Title I school, he/she will be placed pursuant to the normal UAT placement procedures at a non-Title I school without penalty.
8. In the event the employee is approved to take a leave of absence during this period, his/her commitment to remain at a Title I District school will be tolled at the time he/she is on leave. Upon returning from leave, the commitment will be reinstated, and the employee must satisfy the time remaining on his/her four school-year commitment.
9. Should the employee's employment with the District end during this commitment period, a portion of the incentive will be repaid to the District in proportion to the length of time the employee was assigned to a Title I school under the provisions of this Memorandum Of Understanding. (For example, if a \$4,000 is paid and the employee has fulfilled three school years of his/her four school year commitment, he/she owes the District for one school year or  $\frac{1}{4}$  of \$4,000 = \$1,000. This amount is to be repaid to the District by the employee).
10. If the employee resigns during his/her four school year commitment period, he/she will owe the District as set forth in paragraph 9 above but may be eligible to reapply for employment with the District as provided in the parties' Collective Bargaining Agreement. If re-employed, he/she will not be eligible for a continuation of any yet unpaid incentive or for another Recruitment Incentive as provided by this MOU.

### TUITION REIMBURSEMENT

As part of a joint effort to provide continuing opportunities for professional growth and development, the parties agree to offer a Tuition Reimbursement Program for instructional employees desirous of obtaining certification in one of the following subject areas:

- Exceptional Student Education, grade level K-12 (all exceptionalities except gifted);
- Secondary Mathematics, grade levels 6-12;
- Secondary Science, grade levels 6-12; or
- Reading, grade levels K-12 (excludes reading endorsement)

1. All instructional employees assigned full-time to a participating Title I School who are not eligible for the Recruitment Incentive as set forth above who sign-up to participate in this Tuition Reimbursement Program and who start taking courses as set forth herein no later than the summer of 2007 shall be eligible to receive tuition reimbursement for up to nine (9) semester hours of coursework per year successfully completed at an accredited college or University at a rate not to exceed \$244.12 per semester hour. Such coursework must be necessary for the employee to become certified in one of the above listed subject areas and, if applicable, such coursework may be used to earn an advanced degree if the employee is enrolled in a graduate program. To facilitate this goal, the

District and the Association will jointly work together to establish a Graduate Degree Program at a local University/College that will allow eligible teachers to simultaneously become certified in the above listed subject areas and obtain an advanced degree in one of the above listed areas.

2. For purposes of establishing eligibility for reimbursement of tuition costs, a year is defined as the period extending from a fall term to the succeeding fall term. As used herein, "successfully completed" means a grade of "B" or above.
3. To receive reimbursement, receipt(s) of tuition costs and official transcripts must be submitted to the Division of Human Resources no later than two (2) months from the date the semester ended during which the course was successfully completed.
4. Eligibility for reimbursement is contingent upon a continuing assignment to a participating Title I School and for two (2) additional school years after the appropriate certification area is added to the employee's certificate.
5. The provisions of paragraphs 6, 7 and 8 above apply to an instructional employee taking advantage of this tuition reimbursement program.
6. Should the employee's employment with the District end during this commitment period, a portion of the reimbursement will be repaid to the District in proportion to the length of time the employee was assigned to a Title I school under the provisions of this Memorandum Of Understanding.
7. If the employee resigns during his/her commitment period, he/she will owe the District as set forth in the preceding paragraph but may be eligible to reapply for employment with the District as provided in the parties' Collective Bargaining Agreement. If re-employed, he/she will not be eligible for a continuation of any yet unpaid tuition reimbursement or for any further tuition reimbursement as provided by this MOU.

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

\_\_\_\_\_  
James Hayes, Jr., Chief Negotiator

*Van V. Ludy*  
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Van V. Ludy, Co-Chief Negotiator

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Joseph M. Moore, Chief Operating Officer

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Arthur C. Johnson, Ph.D., Superintendent

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Thomas E. Lynch, School Board Chairman

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

*Theo Harris*  
\_\_\_\_\_  
Theo Harris, President

*Helene Samango*  
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Helene Samango, Executive Director

## ATTACHMENT

For the 2006-2007 school year, the District designates the following critical need academic areas:

- ▲ Exceptional Student Education, grade levels K-12 (all exceptionalities except gifted)
- ▲ Secondary Mathematics, grade levels 6-12
- ▲ Secondary Science, grade levels 6-12
- ▲ Reading, grade levels K-12 (excludes reading endorsement)

Also, for the 2006-2007 school year, the District has divided its Title I schools into three tiers. The incentive amount for Tier One schools will be \$6,500; Tier Two schools \$5,000; and Tier Three schools \$4,000.