

**Memorandum of Understanding
Between
The School Board of Palm Beach County
And
The Palm Beach County Classroom Teachers Association**

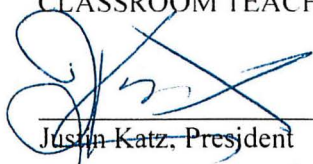
The above parties, by the signatures of their respective representatives below, agree this 29th day of June, 2022, to modify, set aside and/or replace some provisions of the Collective Bargaining Agreement as stipulated herein for full-time personnel employed as teachers in the School District's Virtual/Home Educational Services programs. Virtual Instructional employees (hereinafter referred to as "District") Virtual/Home Educational Services (hereinafter referred to as "School") will enjoy and be subject to all terms and conditions of employment including the salary and benefits provided pursuant to the parties' Collective Bargaining Agreement (hereinafter referred to as "CBA"), except that:

1. Teachers assigned to the School are subject to the School's Teacher Handbook as it relates to the at-home work environment and other terms and conditions of employment. Therefore, teachers assigned to the School are not covered by Article II, Section A. 5 and 6, or Sections C and D of the CBA.
2. Teachers will be responsible for providing grades and other feedback to their students pursuant to the Schools grading and feedback procedures. Therefore, teachers assigned to the School are not covered by Article II, Section A. 7 of the CBA.
3. Teachers assigned full-time to the School are subject to a duty day that will require them to be available to their students on-line and/or via their personal telephones within a twelve (12) hour day as determined by the School, although actual duty time during this 12-hour availability period shall be limited to a non-continuous period of 7.5 hours that includes a daily 40 minute planning period, a daily 30 minute meal period, and a minimum of one (1) hour per day for office hours to be determined by the teacher. Therefore, teachers are not covered by the last sentence of Article II, Section A 1, or Article III of the CBA, except for Sections A, B 6, 7 and 8; C 1, 2 and 5; E; F 1; H; K; L; R and S, which do apply to these teachers. In addition, paragraph 9 of Article III, Section G of the Agreement is also applicable.
4. Teachers assigned to the School are subject to a process of the Classroom Teachers Evaluation System (CTES) and can be observed through virtual instruction. With these understandings and minor exceptions, teachers are covered by the provisions of Article II, Section G of the CBA.
5. Because of the unique nature of the assignment to the School and the at-home work environment, teachers are not covered by Article II, Section F 1-7; H; J; O; Q; R; U; V and W of the CBA. Teachers are subject to providing time-logs and developing in depth review and enhancement lessons as needed for their students and, per School formatting guidelines, may be required to record and provide these lessons to others, including but not limited to the District and to other teachers assigned to the School.

6. Day-to-day instruction for teachers of record will be performed fully remote during 8:00AM-8:00PM on school days. Teachers in support positions work from the designated program site and observe traditional office hours. Teachers are required to attend Professional Development Programs/Trainings, testing, and other special school activities as required by the District and/or the School during the School Year in-person and such days may or may not be the same as those scheduled for other T-Bargaining unit employees. In addition, teachers may not be provided with “Teacher Work Days” on the same dates as other T-Bargaining unit employees.
7. It is understood that in lieu of attending an Open House and/or some of the twice a month Faculty Meetings that may be scheduled by the School in keeping with Article III, Section b 6 and 7 of the CBA, the teacher may be required to conduct face-to-face instructional seminars with students at a site determined by the School. This may be a public library, a school facility or another suitable location as determined by the School. It is further understood that teachers will be eligible for mileage reimbursement from the District if the location to which they are authorized to travel in their personal vehicles requires them to drive a greater number of miles than the number of miles constituting a roundtrip from his/her residence to the Administrative Offices of the School. Mileage reimbursement will be at the District’s published rate and will be for miles driven in excess of the roundtrip mileage from the employee’s residence to the School.
8. The parties agree that if a selected teacher, regardless of the number of his/her years of service, determines that he/she no longer wants to be assigned as a teacher at the School anytime during the first ninety (90) work days as a Virtual School/Home Educational Services teacher, he/she may notify the School’s Director in writing that he/she wishes to be considered UAT and he/she will be UAT’d from the School and placed in another assignment as soon as possible using the provisions of Article IV, Section E of the CBA.
9. The parties further agree that if the School’s Director determines there is a need to reassign a selected teacher from the School to another assignment anytime during the first ninety (90) work days as a School teacher, the Principal must notify the teacher in writing that he/she will be considered a UAT and the teacher will be UAT’d from the School assignment and placed in another assignment as soon as possible using the provisions of Article IV, Section E of the CBA.
10. The parties agree employees seeking placement as a teacher assigned to Virtual School/Home Educational Services may not utilize the Unit Adjustment Transfer (UAT) placement process to seek or attain such placement, but may seek a Voluntary Transfer to posted vacancies at the Virtual School pursuant to Article IV, Section C of the parties’ CBA.
11. The parties agree that should the District determine there is a need for some or all of its full-time teachers to work extended duty days, the provisions of Article III, Section A may be applied and used to the extent necessary to fulfill the responsibilities of the School to its enrolled students. In addition, nothing herein denies the right of the District to post vacancies for part or all of the special session and to select teachers from among those who apply to teach in the Virtual/Home Educational

Services special session. Nothing herein denies the right of the District to employ part-time employees to work part-time during part or all of the special session.

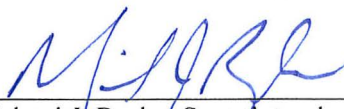
FOR THE PALM BEACH COUNTY
CLASSROOM TEACHERS ASSOCIATION



Justin Katz, President

Date: 6/29/2022

FOR THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA



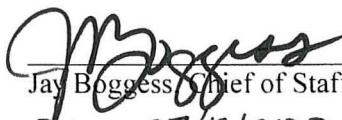
Michael J. Burke, Superintendent

Date: 7/13/22



Theo Harris, Executive Director

Date: 06/29/2022



Jay Boggess, Chief of Staff

Date: 07/13/2022

Bradley S. L. Henry

Brad Henry, Director of Virtual and
Home Educational Services

Date: Jul 11, 2022


Tim Kubrick (Jul 5, 2022 10:27 EDT)

Tim Kubrick, Director of Labor Relations

Date: Jul 5, 2022