

## Appendix F

### Concerning “Educational Emergency” Provisions of “D” or “F” Schools

The BDSB and the ABCE acknowledge schools that have been rated by the state as a “D” or an “F” must take necessary steps to improve student achievement in order to move the district out of Educational Emergency Status.

To comply with the requirement that an Educational Emergency exists in Bay District Schools when one or more schools receive a school grade of D or F, the Board and ABCE agree to the following for teachers at schools rated with a first-year school grade of D (~~Differentiated Accountability Comprehensive Support and Improvement Tier 1 SI Schools~~):

- The District and/or External Partner/Operator has the freedom to structure the length of the school day for students and teachers in order to implement new strategies and curriculum to address student learning. This may include extending the instructional load up to 360 minutes per day.
- Upon initial appointment of a new principal, he/she shall have discretion to renew contracts or initiate transfers for any and all instructional positions. Those instructional staff members who are continuing contract teachers or who may have been renewed by the previous principal prior to school grades being released will be employed within the district.
- The District and/or External Partner/Operator may recruit and hire qualified teachers who meet certification requirements. Vacancies that occur shall be advertised in accordance with the contract, but may be filled after forty-eight hours (2 work days), if an available, certified and qualified applicant is available.
- The principal has the authority to select qualified instructional applicants or to refuse the placement or transfer of instructional personnel. The school average of teachers with a state VAM must at least mirror the district’s state VAM average or may exceed HE/E percentages. For those without a state VAM, principals shall hire teachers who received an overall evaluation rating of HE or E in the most recent year available, if such data exists.
- Once a teacher signs a contract at a school rated D, he/she shall adhere to the assignment for the duration of that contract year. He/she may not apply, interview, or accept an instructional position within the Bay District Schools for that contracted school year without the principal’s permission. After a year of service, a teacher wishing to transfer at the end of the year may apply for any position.

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## District Proposal #23

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- If at any time, the principal decides the teacher is not to be retained, the teacher, unless they are in probationary status, will be transferred to another position within the district. The Executive Director of HR will work with the teacher to determine the most appropriate placement and every effort will be made to place the teacher in a position for which he or she is certified.
- In the case of an External Operator (E.O.), instructional staff evaluated by the E.O. will use the Bay District Schools evaluation system, unless otherwise directed by D.O.E.
- Teachers shall adhere to the District and/or External Partner/Operator's curricular/instructional expectations including but not limited to:
  - following district curriculum and district pacing guides, district lesson planning protocols (unless otherwise directed by an External Partner/Operator);
  - devoting reasonable time to additional professional development and preparatory time required to achieve and maintain high-quality education. This shall not exceed 9 hours per nine weeks, and shall be approved by the district office. Teachers will also be afforded regular preparatory time during their work day as defined by the ABCE contract. Such preparatory time may include common planning periods. Teachers shall be paid in accordance with the contract for weekend and/or summer PD.
  - participating in academic coaching and improvement cycles including the use of electronic recording devices for the sole purposes of professional development. Teachers shall be given 24 hours' notice prior to the use of the electronic device and each individual teacher shall not be recorded more than three times per nine week grading period, unless the teacher requests additional recordings.
  - participating in announced and unannounced walkthroughs using data collection forms which may be used in teacher evaluations (appropriate and timely written feedback will be provided to teachers);

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**Turnaround Years 1 and 2:**

- The District and/or External Partner/Operator has the freedom to structure the length of the school day for students and teachers in order to implement new strategies and curriculum to address student learning. This may include extending the instructional load up to 360 minutes per day.
- Upon initial appointment of a new principal, he/she shall have discretion to renew contracts or initiate transfers for any and all instructional positions. Those instructional staff members who are continuing contract teachers or who may have been renewed by the previous principal prior to school grades being released will be employed within the district.
- The District and/or External Partner/Operator may recruit and hire qualified teachers who meet certification requirements. Vacancies that occur shall be advertised in accordance with the contract, but may be filled after forty-eight hours (2 work days), if an available, certified and qualified applicant is available.
- The principal has the authority to select qualified instructional applicants or to refuse the placement or transfer of instructional personnel. The school average of teachers with a state VAM must at least mirror the district's state VAM average or may exceed HE/E percentages. For those without a state VAM, principals shall hire teachers who received an overall evaluation rating of HE or E in the most recent year available, if such data exists.
- Once a teacher signs a contract at a school rated D or F, he/she shall adhere to the assignment for the duration of that contract year. He/she may not apply, interview, or accept an instructional position within the Bay District Schools for that contracted school year without the principal's permission. After a year of service, a teacher wishing to transfer at the end of the year may apply for any position.
- If at any time, the principal decides the teacher is not to be retained, the teacher, unless they are in probationary status, will be transferred to another position within the district. The Executive Director of HR will work with the teacher to determine the most appropriate placement and every effort will be made to place the teacher in a position for which he or she is certified.
- In the case of an External Operator (E.O.), instructional staff evaluated by the E.O. will use the Bay District Schools evaluation system, unless otherwise directed by D.O.E.

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- Teachers shall adhere to the District and/or External Partner/Operator's curricular/instructional expectations including but not limited to: following district curriculum and district pacing guides, district lesson planning protocols (unless otherwise directed by an External Partner/Operator); devoting reasonable time to additional professional development and preparatory time required to achieve and maintain high-quality education. This shall not exceed 9 hours per nine weeks, and shall be approved by the district office. Teachers will also be afforded regular preparatory time during their work day as defined by the ABCE contract. Such preparatory time may include common planning periods. Teachers shall be paid in accordance with the contract for weekend and/or summer PD.
- Participating in academic coaching and improvement cycles including the use of electronic recording devices for the sole purposes of professional development. Teachers shall be given 24 hours' notice prior to the use of the electronic device and each individual teacher shall not be recorded more than three times per nine week grading period, unless the teacher requests additional recordings.
- Participating in announced and unannounced walkthroughs using data collection forms which may be used in teacher evaluations (appropriate and timely written feedback will be provided to teachers);
- Completing home visitations by teachers may be required but shall not be completed in isolation. An SRD, social worker, parent liaison, guidance counselor or administrator, must be in attendance with the teacher. Teachers shall receive training on home visitations before being required to perform such visitations. Instructional staff participating in home visits shall be offered compensatory time.

**Recruitment/Retention Bonuses (for Schools in ~~Differentiated Accountability~~ Comprehensive Support and Improvement Tier 1 SI or District Managed Turnaround Status):**

- The total amount of the bonuses will not exceed \$500,000.00 annually. This amount does not include Turnaround Years 3 or more.

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- Teachers selected to work at these schools shall receive a bonus of up to \$5,000.00. Beginning in the 2019-2020 school year, teachers at ~~Differentiated Accountability~~ schools **rated with a first-year school grade of D, Comprehensive Support and Improvement Tier 1 SI schools**, shall receive a one-half share of the bonus paid to teachers at a **District Managed** Turnaround School. The full amount of the bonus will be paid for teachers who work the full school year and those who work less than the full school year will receive a pro-rated amount. Payment of the bonus shall begin with the second pay check after the FTE mini count.
- If the school grade increases to "C" or better, and at the recommendation of the Superintendent and the approval of the Board, one-half share bonus will be given to returning instructional staff and newly-recruited instructional staff. Bonus payments will begin within two pay periods of the release and finalization of school grades and pro-rated accordingly for late hires.
- For the purpose of the recruitment/retention bonus, the term "teacher" is defined as all personnel paid on the Instructional Salary Schedule.

### Recruitment/Retention Bonuses (Turnaround Years 3 or more):

- Teachers selected to work at a school in Year 3 of Turnaround will receive a uniform turnaround bonus of an amount to be negotiated between the District, ABCE and the External Partner/Operator, but will not be less than \$5,000.00. The full amount of the bonus will be paid for teachers who work the full school year and those who work less than the full school year will receive a pro-rated amount. Payment of the bonus shall begin with the second pay check after the FTE mini count.
- When the school grade increases to "C" or better, the school exits Turnaround Status. At the recommendation of the Superintendent and the approval of the Board, a turnaround bonus may be negotiated between the District and the External Partner/Operator for the year following the D or F school grade rating. This applies to returning instructional staff and newly recruited instructional staff. Bonus payments will begin within two pay periods of the release and finalization of school grades and pro-rated accordingly for late hires.

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No teacher shall be involuntarily transferred to a school under the provisions of Educational Emergency.

All teachers who are hired under the provisions of this memorandum shall be given a contract outlining their duties and potential bonuses. Duties and bonuses shall be consistent with this MOU. The teacher and hiring administrator must sign this document upon hiring for the teacher to remain at the location. ABCE will receive a copy of the agreement to be presented, as well as the opportunity to be present at any faculty meetings called to discuss the terms/specifications contained thereof.

After school grades are released each summer, the District and the Association shall meet to review the list of schools to whom this MOU applies and will discuss a plan to communicate the changes to the affected staff.

For the 2018-2019 school year, the bonus paid to teachers at Differentiated Accountability schools shall be calculated based on money that was previously allocated to schools under Appendix F which were closed due to Hurricane Michael. This money will be paid on the remaining checks for this school year. The calculation will be done based on active teachers on the day of ratification.

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