

Merrett R. Stierheim, Superintendent of Schools

**SUBJECT:       REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) MODIFYING PROVISIONS OF THE LABOR CONTRACT BETWEEN MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS) AND THE UNITED TEACHERS OF DADE (UTD) RELATING TO THE IMPLEMENTATION OF ASSISTANCE AND INTERVENTION PLANS FOR SCHOOLS DESIGNATED AS PERFORMANCE GRADE CATEGORY "F" AND DESIGNATED "D" SCHOOLS**

**COMMITTEE:   LEGISLATIVE RELATIONS, PUBLIC RELATIONS AND PERSONNEL SERVICES**

Florida Statutes, Section 1008.33 - Authority to Enforce Public School Improvement - directs school districts to create assistance and intervention plans intended to improve educational services to students in each school designated as performance grade category "F". This proposed MOU will facilitate the implementation of the required Assistance and Intervention Plan at each of the identified schools.

The Assistance and Intervention Plan is a component of the M-DCPS Assistance Plus Initiative that has been created to promote and support student achievement. This initiative comprises a multifaceted approach designed to coordinate and redirect resources to create a comprehensive system at school sites that targets the improvement of reading. The negotiated changes to provisions of the M-DCPS/UTD labor contract provide the flexibility necessary to implement the instructional and programmatic components of this plan.

Accordingly, the parties have agreed to the attached MOU to implement the M-DCPS Assistance Plus Initiative created to improve student achievement.

**RECOMMENDED:** That The School Board of Dade County, Florida, approve the proposed Memorandum of Understanding (MOU) modifying provisions of the M-DCPS/UTD labor contract to facilitate the implementation of the M-DCPS Assistance Plus Initiative.

MRS:jmg

MEMORANDUM OF UNDERSTANDING  
Contract Modification/Implementation

*Learning-Centered Schools*

Pursuant to applicable Florida law and the current labor contract between Miami-Dade County Public Schools (M-DCPS) and the United Teachers of Dade (UTD), the Superintendent of Schools (or designee) and the UTD President (or designee) have met to discuss providing assistance to schools which have received a performance grade category of "F" and designated "D" schools as mandated by Section 1008.33, F. S. Accordingly, the parties have negotiated and agreed to the modification/implementation of the following M-DCPS/UTD Contract provisions: Article IX, Article XII, Article XX, Section 3 (A) and (K), Article XXVI, Section 40.

WHEREAS, section 1008.33, Florida Statutes, Comprehensive Revision of Florida's School Improvement and Educational Accountability, requires, in part, that schools designated as performance grade category "D" or "F" receive assistance and intervention sufficient to attain adequate improvement;

WHEREAS, Miami-Dade County Public Schools (hereinafter "MDCPS") and United Teachers of Dade (hereinafter "UTD") have met to negotiate all the impacts resulting from the assistance and intervention plans and have amicably resolved the impact issues; and

WHEREAS, MDCPS and UTD desire to memorialize their agreement regarding the resolution of the impact issues by entering into this Memorandum of Understanding (hereinafter "MOU").

NOW THEREFORE, the parties agree as follows regarding the resolution of the impact issues resulting from the assistance and intervention plans:

1. For the 2003-2004 school year, Intervention Program Reading Teachers will serve standard curriculum, level one students in grades 9 and 10, in "F" and designated "D" high schools and *staffed* pursuant to the applicable provisions of Article XII and announced selection procedures. Any teacher selected for the Intervention Reading Teacher position will not be eligible for a transfer for a period of three (3) years, except for those teachers who have already completed one of the three years. They may request a transfer after completing two more years. Continued assignment in the Intervention Reading Program will be contingent upon acceptable annual evaluation and measurable improvement in the reading performance of assigned students.
2. Intervention Program Reading Teachers in the designated schools who meet the qualifications will receive a \$9,000 program supplement for the 2003-2004 school year and incentive payment. In addition, those teachers who achieve measurable improvement in the reading performance of assigned students will receive a \$1,000 incentive payment for the 2003-2004 school year.

3. Reading Coaches, funded under a one year State grant, will be hired in the designated "F" high schools for the 2003-2004 school year and will receive a \$9,000 program supplement. In addition, those Coaches who achieve measurable improvement in the reading performance of assigned students will receive a \$1000 incentive payment for the 2003-2004 school year. Reading Coaches will be hired pursuant to the applicable provisions of Article XII and announced selection procedures. Reading Coaches may be assigned teaching duties, but will not have a regular class schedule.
4. Reading Coaches and teachers hired to replace Reading Coaches will be guaranteed their former positions at the end of the 2003-2004 school year.
5. Reading Teachers and Reading Coaches applying for vacant positions must meet the qualification requirements and announced selection criteria in order to qualify for the \$9,000 supplement. Applicants must be certified in Reading.
6. To accommodate the unique nature of the Intervention Program, Reading Teachers/Reading Coaches work schedule will be flexible and may not conform to that of the school to which they are assigned. (Note: Flexible scheduling is different from an extended day. Flexible scheduling refers to flexible beginning/ending times to the normal work day. Extended day refers to a lengthened workday, subject to the limitations outlined herein.) Teachers in the designated schools (reading programs and other teachers) will be required to participate in team planning through an extended day model. The team planning will be scheduled on an "as needed basis" by the principal and the Leadership Team to facilitate data driven instruction and planning. No teacher shall be required to extend his/her workday beyond three hours per week. Teachers required to extend the regular workday will be compensated from the Part-Time Hourly Schedule (AU) for each hour worked beyond the regular workday.
7. Teachers in the Leadership Team will be required to report to work on or before August 11, 2003 to participate in two weeks of professional development and will be compensated at their daily rate of pay. Those teachers who plan to opt to work on August 19 and 20 will receive eight days of pay for this two week period. Core subject teachers of:

- Language Arts
- Reading
- Mathematics
- Science
- Exceptional Student Education (ESE)
- English for Speakers of Other Languages (ESOL)

will be required to report to work August 14, 2003 to participate in a week of professional development and will be compensated at their daily rate of pay. Those teachers who plan to opt to work on August 19 and 20 will receive three days of pay for this one week period.

Teachers who cannot participate in the professional development activities because of extenuating circumstances must contact their principals to validate their reasons. This exception applies only to the 2003-2004 school year.

8. Designated "D" and "F" schools will implement school-wide block scheduling for its instructional staff in order to meet the unique educational and academic needs of its students. Such teaching schedule shall not exceed the contractual work day as stipulated in Article XX, Section 3(A) of the M-DCPS/UTD agreement. Staff shall have input and involvement in any block schedule waiver modifications. MDCPS, however, retains the right to make the final decision regarding any modifications of a school-wide block schedule for instructional staff.
9. National Board for Professional Teaching Standards (NBPTS) teachers will be encouraged to transfer to "F" schools to fill open positions.
10. Career Specialists will expand their duties and responsibilities to include serving as liaison to parents. Career Specialists may be assigned a flexible schedule.
11. The process of reconstituting the school staff will be implemented, including the transfer of selected staff in "F" schools, in cooperation with UTD. MDCPS, however, retains the right to make the final decision regarding reconstituting the school staff and/or the transfer of selected staff in "F" schools.
12. A joint M-DCPS/UTD task force will be established to explore initiatives and strategies to improve academic achievement in performance grade category "F" and "D" schools, which may include extended school year and peer review.
13. Waivers, as may be recommended by the joint MDCPS/UTD task force and approved by the Superintendent of Schools and President of UTD for implementing the MDCPS Assistance Plus Initiative for individual schools, will be incorporated and made part of this Memorandum of Understanding.
14. UTD agrees not to file a grievance, unfair labor practice charge, or initiate any other type of litigation as a result of any of the assistance and intervention plans addressed herein. The aforementioned shall not constitute a waiver of the UTD's right to initiate litigation in the appropriate forum in the event the UTD alleges that a provision of this MOU is being violated.
15. The parties agree that the terms outlined in this MOU shall constitute a one time agreement and shall not be construed as precedent setting.
16. The parties agree that this MOU constitutes and memorializes the entire agreement between the parties.
17. No modifications of this MOU shall have any effect unless it is in writing and signed by the parties.
18. The parties assert that their respective representatives reviewed this MOU prior to execution.
19. The parties assert that they have read and understand the provisions of this MOU, and that they will fully comply with the conditions outlined herein.

