

Rudolph F. Crew, Ed. D., Superintendent of Schools

**SUBJECT:       REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) REGARDING PROVISIONS OF THE LABOR CONTRACT BETWEEN MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS) AND THE UNITED TEACHERS OF DADE (UTD) RELATED TO THE ESTABLISHMENT OF A DISTRICT TEACHER RESERVE POOL (DTRP) FOR THE 2004-2005 SCHOOL YEAR**

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

The current labor contract between Miami-Dade County Public Schools (M-DCPS) and the United Teachers of Dade (UTD) provides provisions pertaining to the hiring and assigning of instructional personnel. The parties recognize the organizational and educational value of a diverse and highly qualified instructional workforce.

Accordingly, the attached MOU outlines an agreement between the Miami-Dade County Public Schools (M-DCPS) and the United Teachers of Dade (UTD) in the establishment of the District Teacher Reserve Pool (DTRP) for the 2004-2005 school year.

**RECOMMENDED:**       That The School Board of Miami-Dade County, Florida, approve the proposed M-DCPS/UTD Memorandum of Understanding (MOU) authorizing the establishment of a District Teacher Reserve Pool (DTRP) for the 2004-2005 school year.

RFC:jmg

## MEMORANDUM OF UNDERSTANDING

### *District Teacher Reserve Pool*

Pursuant to applicable Florida law, the Superintendent of Schools (or designee) and the AFT Administrator for the UTD (or designee) have met to discuss the establishment of a District Teacher Reserve Pool (DTRP). Accordingly, the parties have agreed to the following regarding Article XII, Section 2(A) and (B) and Article XIX, Sections 2, 3, and 4 of the M-DCPS/UTD Contract:

The parties have met and agree as follows regarding the establishment of a DTRP plan:

1. Each year the Superintendent may establish a DTRP of newly-hired teachers who are not assigned to specific locations. If established, this pool of teachers shall be hired under the direction of the Superintendent of Schools or his/her designee to be assigned to locations identified by the Superintendent to fill open positions or substitute for absent teachers for short term or long term absences.
2. Teachers hired for the DTRP shall receive the same salary and fringe benefits as a contract teacher from the first day of employment at any point in 2004-2005 school year.
3. Teachers hired for the DTRP shall not be required to earn the minimum six-college credits if they are assigned out-of-field for less than one year beginning in 2004-2005 school year.
4. At any time during the 2004-2005 school year, should the Superintendent or his designee determine that the DTRP is no longer needed, the remaining teachers shall be assigned to substitute for absent teachers for the remainder of the school year. Teachers hired for the DTRP shall be guaranteed employment for the remainder of the school year, subject to the provisions of Articles XIII and XXI. All salaries and fringe benefits cease at the end of the school year.
5. Teachers in the DTRP will be required to attend faculty meetings, grade and departmental meetings, and professional development training, as directed by the principals of the assigned schools .
6. UTD agrees not to file a grievance, unfair labor practice charge, or initiate any other type of litigation as a result of the implementation of the DTRP. The aforementioned shall not constitute a waiver of the UTD's right to file a grievance, pursue arbitration or initiate litigation in the appropriate forum in the event the UTD alleges that a specific provision of this MOU or the collective bargaining agreement is being violated.
7. The parties also agree that the terms outlined in this MOU shall constitute a one-time agreement and shall not be construed as precedent setting.
8. The parties also agree that this MOU constitutes and memorializes the entire agreement between the parties.

9. No modifications of this MOU shall have any effect unless it is in writing and signed by the parties.
10. The parties assert that their respective representatives reviewed this MOU prior to execution.
11. 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. Any copy of this MOU, once fully executed, shall have the full force and effect of law as if it were an original.
12. If any provision of this MOU or the application of such provision, should be rendered or declared invalid by any court action, state agency, or by reason of any existing or subsequently enacted legislation, the remaining provisions of this MOU shall remain in full force and effect.
13. This MOU will remain in effect for the 2004-2005 school year, subject to extending this Agreement at the Superintendent's discretion and approval of the UTD.

