

Business Operations
Ofelia San Pedro, Deputy Superintendent

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 SENIOR HIGH SCHOOLS DESIGNATED AS PERFORMANCE GRADE CATEGORY "F" AND DESIGNATED "D" SCHOOLS

COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY

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 senior high schools.

The School Improvement Zone Enhancement Program is a component of the M-DCPS Assistance Plus Initiative that has been created to promote and support student achievement. This renewed 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 renewal of the attached MOU, which was originally approved in August of 2002, to implement the M-DCPS School Improvement Zone Enhancement Program 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 School Improvement Zone Enhancement Program.

OSP:jmg

MEMORANDUM OF UNDERSTANDING
Contract Modification/Implementation

School Improvement Zone Enhancement Program

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 senior high schools within the established School Improvement Zone 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 districts institute measures to enforce performance improvements. Miami-Dade County Public Schools (hereinafter "M-DCPS") has identified eligible low performing senior high schools which have been designated as School Improvement Zone Enhancement schools to receive assistance and support to attain adequate improvement.

WHEREAS, M-DCPS and the United Teachers of Dade (hereinafter "UTD") have met to negotiate all the impacts resulting from the implementation of assistance and support plans for designated schools and have amicably resolved the impact issues; and

WHEREAS in an effort to eliminate low achievement in students and low performance at identified schools, while emphasizing strategies to promote achievement for all learners, M-DCPS and UTD in compliance with Florida Statutes and State Board Rule for Continuous Improvement and Intervention has established the District "School Improvement Zone" (hereinafter "SIZ");

WHEREAS the "SIZ" will consist of 39 low performing schools which includes eight senior high schools that will be the recipients of the provisions of this Agreement;

WHEREAS, M-DCPS 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 2005-2006 school year, School Improvement Zone Enhancement Program Reading Teachers will provide standard curriculum to FCAT reading level one students in grades 9 and 10 in SIZ senior high schools. Schools will be staffed pursuant to the applicable provisions of Article XII and announced selection procedures. Continued assignment in the School Improvement Zone Enhancement Program will be contingent upon acceptable annual evaluation and measurable improvement in the reading performance of assigned students.

2. School Improvement Zone Enhancement Program Reading Teachers in the designated schools who meet the qualifications, are certified/endorsed in Reading and teach a minimum of five periods of intensive reading courses will receive a \$9,000 program supplement for the 2005-2006 school year. The \$9,000 will be prorated on an annual basis as long as the teacher is performing the duties of the position. In addition, those Reading Teachers whose assigned students achieve measurable improvement in reading performance, defined as 50% or more of their assigned students making minimal developmental score gains, will receive a \$1,000 incentive payment for the 2005-2006 school year.
3. Reading Coaches who meet the qualifications, are certified/endorsed in Reading and are working in the designated School Improvement Zone senior high schools for the 2005-2006 school year will receive a \$9,000 program supplement. In addition, those Reading Coaches in schools where at least 50% of the students in the lowest quartile in the school make minimal developmental score gains will receive a \$1000 incentive payment for the 2005-2006 school year. The \$9,000 will be prorated on an annual basis as long as the Reading Coach is performing the duties of the position. 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 Teachers and Reading Coaches applying for vacant positions must show proof of meeting the qualification requirements and selection criteria in order to qualify for the position and the \$9,000 supplement. All applicants and those subsequently selected must complete and submit a School Improvement Zone Enhancement Program Verification Form before being placed as a Reading Coach or as a Reading Teacher.
5. National Board for Professional Teaching Standards (NBPTS) teachers will be encouraged to transfer to School Improvement Zone senior high schools to fill these open positions.
6. In the event this MOU is extended beyond the 2005-2006 school year, any senior high school participating in this program which is not identified as a School Improvement Zone senior high school will not be entitled to the supplemental provisions after the 2005-2006 school year.
7. UTD agrees not to file a grievance, an unfair labor practice charge, or initiate any other type of litigation as a result of the implementation of this MOU. 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.
8. The parties agree that the terms outlined in this MOU shall constitute a one time agreement and shall not be construed as precedent setting.
9. The parties agree that this MOU constitutes and memorializes the entire agreement between the parties.
10. No modifications of this MOU shall have any effect unless it is in writing and signed by the parties.

11. The parties assert that their respective representatives reviewed this MOU prior to execution.
12. 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.
13. If any provision of this MOU or the application of such provision, is 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.
14. This MOU will remain in effect until the last day of school for the School Improvement Zone in the 2005-2006 school year.

Dated this 7th day of September, 2005.

**THE SCHOOL BOARD OF
MIAMI-DADE COUNTY, FLORIDA**

UNITED TEACHERS OF DADE

Frank J. Bolaños
Chair

Date

Karen Aronowitz
President

Date

Dr. Robert B. Ingram
Vice Chair

Date

Dr. Rudolph F. Crew
Superintendent of Schools

Date

Approved as to Form

School Board Attorney

Date