

USEP COUNTER PROPOSAL #2
Memorandum of Understanding
Differentiated Accountability Schools Training
January 17, 2019

Florida Statute 1001.42(21) provides that school districts shall negotiate special provisions [in their] contract with the appropriate bargaining units to free schools with a school grade of “D” or “F” from contract restrictions that limit the school’s ability to implement programs and strategies needed to improve student performance. The negotiations shall result in a memorandum of understanding that addresses the selection, placement, and expectations of instructional personnel and provides principals with the autonomy described in s. 1012.28(8).

Staff at Differentiated Accountability (DA) schools will be provided additional professional development supports ongoing throughout the year. Up to two (2) planning days may will be utilized for professional development, not to exceed more than three hours per planning day half of the workday. Teachers who complete the entire training will be compensated at their regular hourly rate for an additional two hours for each of these two trainings to offset loss of planning time.

~~All teachers are expected to participate in offered professional development, as all staff members are held responsible for student outcomes.~~ If additional professional development is scheduled outside of the school day, staff will receive the staff development stipend. The awarding of professional development points will be consistent with the Staff Development Protocol Standards. Any teacher who is unable to participate in professional development beyond the regular work day should consult with his/her administrator to determine next steps.

~~As required~~ When identified by the Florida Department of Education, teachers with a VAM score that is less than effective at a single D school will be placed on an Achievement Improvement Support Plan and receive coaching and support around their student data. Prior to the end of the school year, if school data indicates the likelihood of a consecutive D or F grade, current student performance data will be reviewed to determine if those teachers previously identified as having a VAM score that is less than effective will be subject to ~~involuntary~~ transfer at the end of the school year. In the event teachers transferred under this provision receive state VAM scores at Effective or higher, they shall have the right to return at any point prior to the start of the following school year providing a vacancy exists in the same area of assignment from which the teacher was transferred.

Any school that receives two consecutive grades of D or a single grade of F may not employ any teacher identified by the Florida Department of Education as having a VAM score that is less than effective.

~~Implementation of~~ Any additional requirements imposed on DA schools by the Florida Department of Education will be bargained by the parties. implemented.

Transfer Rights

Pursuant to 1012.34 F.S., the District will monitor summative evaluation and VAM scores of the teachers in these schools. Teachers who are not rated at Effective or higher are not eligible for continued employment at these schools and may be subject to involuntary transfer. Additionally, as defined in 1012.2315(2)(a), the District must also ensure that the percentage of temporarily certified teachers, teachers in need of improvement, or out-of-field teachers assigned to these schools, does not exceed that of the District average. Teachers falling into these categories at a Differentiated Accountability School may be subject to involuntary transfer to the degree needed to bring the school into compliance with Florida law. When such reductions are required, volunteers for transfer will be

moved first, with subsequent transfers determined by length of service in the district. Nothing contained in this MOU is intended to in any way limit or alter the statutory rights of the Board, Superintendent, and teachers under Florida Statutes 1012.33 and 1012.335.

For the Board

Date

For the Union

Date