

**MEMORANDUM OF UNDERSTANDING
DUVAL TRANSFORMATION REGION
2014-2017**

This Memorandum of Understanding, dated March 31, 2014, is intended to memorialize the agreement between the Duval County Public Schools ("DCPS") and the Duval Teachers United ("DTU") with regard to special provisions relating to Schools in the District's Transformation Region. The parties agree as follows:

WHEREAS, the parties recognize that the performance of certain schools in Duval County have experienced historical trends of low student performance, and require focused, aligned and sustained human capital strategies to overcome the pervasive history of low performance, and

WHEREAS, the School Board of Duval County Florida and the superintendent have engaged the local community to fund certain human capital strategies to support above average teacher performance in designated schools which private funds will be used exclusively to fund the below incentives; and

WHEREAS, certain provisions of the existing Collective Bargaining Agreement may not be conducive to the requirements of the model; and

WHEREAS, the parties have agreed to modify these provisions as follows in order to overcome the challenges of schools in the Duval Transformation Region;

NOW, THEREFORE, the parties agree as follows:

1. This MOU shall govern select schools designated on Attachment A which are included in the district's Transformation Region.
2. Performance Eligibility - Teachers in the following areas shall be eligible for Recruitment/Retention and Performance Incentives as set forth below. For teachers in Title I or Transformation schools, the silo average shall be the Title I average. For teachers in Non-Title I or Transformation schools, the silo average shall be the District average. Teachers who meet the performance eligibility criteria will be eligible to interview with the district committee to teach in a Designated School in that subject area. It is understood by the parties that satisfaction of the performance eligibility criteria does not guarantee acceptance as a teacher in a Designated School. The final hiring decision shall reside with the school's principal.
 - Core Areas - For the purposes of the MOU, the following subjects shall be considered Core: Reading/Language Arts and Math Measured by Value Added Measure (VAM) (includes ESE teachers measured by VAM), Science (5th and 8th grade only), Civics (7th grade), Algebra I, Geometry, US History (11th grade) and Biology. Teachers in these subject areas must have VAM data from the previous year that exceeds the Average by 20% for the subject area silo. Additionally, AP teachers shall be eligible if they have an AP pass rate above the state average for their specific AP exam.
 - Non- Core Areas - For the purposes of the MOU, the following subjects shall be considered Non- Core: Elementary teachers in grade K-2. These teachers must have an Effective or higher summative evaluation from the previous year with an Administrator Score of 80 or greater and a Growth Score that exceeds the Average by 20% for the subject area silo.
 - Academic Coaches – Academic Coaches in Math, Reading and Science must have VAM data from the previous year that exceeds the Average by 20% for the subject area silo.
 - All Other Instructional Areas - Teachers in these subject areas must have an Effective or higher summative evaluation from the previous year with an Administrator Score of 80 or greater and a Growth Score that exceeds the District Average by 20% for the subject area silo.

3. Retention Incentives – Eligible teachers currently teaching at a Transformation School who meet the criteria shall be eligible to receive a one-time Retention Incentive as set forth below.
 - A retention incentive of \$20,000 for Year 1 (2014-2015) of the agreement will be paid to Core Teachers and Academic Coaches, \$10,000 to Non-Core Teachers and \$2,000 to Other Instructional Teachers who meet the performance eligibility criteria, are selected to remain in their current Designated School, and sign a commitment agreement to remain in their current Designated School for a consecutive three year period. The retention incentive shall be paid in three installments during year one. A teacher shall be eligible to receive a retention incentive only one-time during the contract period.
4. Recruitment Incentives – Eligible teachers currently teaching at a non-Transformation School who meet the criteria shall be eligible to receive a one-time Recruitment Incentive as set forth below.
 - A recruitment incentive of \$17,000 for Year 1 (2014-2015) of the agreement will be paid to Core Teachers and Academic Coaches who meet the eligibility criteria, are selected to transfer to a Transformation School, and sign a commitment agreement to remain in the Transformation School for a consecutive three year period. The recruitment incentive shall be paid in three installments during year one.

For subsequent years, Core Teachers and Academic Coaches who did not transfer to a Transformation School during Year 1 of the agreement shall be eligible to earn a recruitment incentive in Year 2 (2015-2016) or Year 3 (2016-2017) if the performance criteria for their employee group are met using the most current year's data. However a teacher who earns a recruitment incentive in Year 2 or 3 shall be ineligible for a Performance Incentive paid in the same year.

5. Performance Incentives - At the end of each year of the agreement, the district will analyze the VAM and Growth Scores for each eligible silo. Eligible teachers whose year-end VAM or Growth Score meets the criteria below shall receive a Performance Incentive as set forth below. Year 1 Performance percentages for Core Teachers and Academic Coaches are based on the employee's initial retention or recruitment amount. Performance percentages for Year 1 Non-Core Teachers are based on \$10,000 and \$2,000 for Other Instructional Teachers. Performance percentages for Year 2 and Year 3 are based on retention amounts for all employee groups.

Employees who do not meet the performance criteria for a retention or recruitment incentive, but who sign an agreement to remain at a Transformation School for a consecutive three year period, shall be eligible to receive a performance incentive if his/her year-end VAM or Growth data is in the qualifying range.

Performance Criteria

Performance Amount

VAM or Growth Score exceeds the district silo average by 25%
VAM or Growth Score exceeds the district silo average by 11-24%
VAM or Growth Score exceeds the district silo average by 1-10%


100% of Retention/Recruitment Incentive
50% of Retention/Recruitment Incentive
25% of Retention/Recruitment Incentive

6. School Redesign - The parties acknowledge and agree that to create a sustainable culture of high performance, a review of each school's current teaching staff must be conducted. As a condition of payment of the above incentives, the parties agree to waive the language in the CBA regarding voluntary transfers to a Designated school.

Additionally, the DCPS may release any current teacher from his/her school assignment if it is determined by DCPS, in its sole determination, that the teacher is not currently meeting the academic or social needs of the school's population or the school community. Additionally, at the end of each year of the agreement, a similar school review shall be conducted, however release for subsequent years shall be based on performance measures determined by the parties.

7. Professional Development - There is an expectation that teachers at Transformation Schools will be required to attend Professional Development meetings and participate in training beyond contractual limitations. The teachers will at a minimum be required to engage in weekly common planning. Utilizing the Shared Governance process, the principal and the committee shall establish a weekly common planning schedule and other regularly scheduled meetings throughout the course of the year to engage in administratively directed professional activities based on school-wide student data in addition to allowing for teacher directed planning time.

This Memorandum of Understanding will expire June 30, 2017.



For DCPS 3/31/14
Date



For DTU 3/31/14
Date