

Deputy Superintendent of Schools
Henry C. Fraind

SUBJECT: REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) REGARDING PROVISIONS OF THE LABOR CONTRACT BETWEEN MIAMI-DADE COUNTY PUBLIC SCHOOLS (MDCPS) AND THE UNITED TEACHERS OF DADE (UTD) RELATING TO THE IMPLEMENTATION OF AN EXTENDED SCHOOL YEAR OF 250 SCHOOL DAYS FOR THE DEPARTMENT OF JUVENILE JUSTICE (DJJ)

The current labor contract between Miami-Dade County Public Schools (MDCPS) and the United Teachers of Dade (UTD) include provisions pertaining to teaching conditions, and professionalization of teaching and education.

During the 1998-99 Florida Legislative Session, Senate Bill 2500 and House Bill 349 were enacted. This legislation mandates that the school year for students in the Department of Juvenile Justice Education programs shall comprise 250 school days.

Accordingly, the parties have agreed to the attached MOU which implements an extended school year for the Department of Juvenile Justice.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, approve the proposed Miami-Dade County Public Schools/ United Teachers of Dade Memorandum of Understanding authorizing the extended school year for the Department of Juvenile Justice, effective August 25, 2000.

HCF:jmg

MEMORANDUM OF UNDERSTANDING
Contract Clarification/Implementation

Pursuant to Article III, Section 2, of the current labor contract between Miami-Dade County Public Schools (MDCPS) and the United Teachers of Dade (UTD), the Superintendent has met with the UTD Executive Vice President to discuss the impact of modifying the MDCPS/UTD contractual provisions regarding Article XIV, Section 8; Article XVI, Section 2(A); Article XX, Section 2; and Article XXVI, Section 3(A).

The parties hereby agree that the following provisions, as reflected in the attached Plan, shall be effective July 1, 1999 through June 30, 2003, except the calendars will be modified each year, absent changes in the Legislature.

Dated this 13th day of September, 2000.

THE SCHOOL BOARD OF MIAMI-DADE
COUNTY, FLORIDA

UNITED TEACHERS OF DADE

Perla Tabares Hantman
Chair

Pat L. Tornillo, Jr.
Executive Vice President

Michael M. Krop
Vice Chair

Roger C. Cuevas
Superintendent of Schools

APPROVED AS TO FORM:

School Board Attorney

During the 1998-1999 Florida Legislative Session, Senate Bill 2500 and House Bill 349 were enacted. A part of these bills mandates that the school year for students in Juvenile Justice Education programs shall be comprised of 250 school days (240 student contact days and 10 teacher planning days), beginning with the 1999-2000 school year. Accordingly, the parties have met and agreed to the following:

1. Implementation of the extended school year, 251 days (240 contact days and 11 teacher planning days) for the Department of Juvenile Justice (D.J.J.) calendar shall provide:
 - Extended school year -- 225 student contact days;
 - Saturday School Instruction -- 15 student contact days;
 - Teacher Planning Days (11) will remain in effect.
2. Full-time teachers currently employed at D.J.J. Centers will be required to work the designated Saturday workdays during the 251-day calendar. Beginning with the 2000-2001 school year, employees accepting assignments in D.J.J. programs shall be committed to this calendar.
3. Full-time instructional paraprofessionals, office personnel, and school support personnel will be identified and employed for Saturday work and during the extended school year based upon program needs. Those employees employed on Saturdays will be compensated at one and one-half times their regular hourly rate (overtime).
4. Teachers will be compensated for Saturday work at an hourly rate of pay based on the extended school daily rate divided by 7.34 hours.
5. Full-time employees employed at D.J.J. Centers who are required to work the designated Saturdays during the 251-day calendar may use no more than a total of two sick days during the assigned Saturdays.
6. Employees absent in excess of two designated Saturdays will not be compensated for such absence.
7. Full-time teachers shall be paid a twelve-month salary pursuant to the D.J.J. calendar. Supplements will be pro-rated based upon additional days.
8. Any issues arising from the D.J.J. calendar not covered in this Memorandum of Understanding is subject to discussion by both parties.