

Business Operations  
Ofelia San Pedro, Deputy Superintendent

**SUBJECT:           REQUEST FOR APPROVAL OF MEMORANDA OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY PUBLIC SCHOOLS AND THE EXCLUSIVE BARGAINING AGENTS FOR EMPLOYEES RELATING TO THE MAKE-UP OF LOST WORK DAYS DUE TO THE IMPACT OF HURRICANES KATRINA, RITA AND WILMA**

**COMMITTEE:       SCHOOL SUPPORT ACCOUNTABILITY**

The Florida Department of Education has directed that districts who have missed six or more days due to the impact of Hurricanes Katrina, Rita, and Wilma will be required to adjust their school calendars to make-up lost time, keeping in mind solutions that best support learning and are responsive to the community. The proposed Memoranda of Understanding (MOUs) will facilitate the implementation of the revised school calendars.

Pursuant to provisions of the current labor contracts between Miami-Dade County Public Schools and the United Teachers of Dade (UTD), the American Federation of State County, and Municipal Employees (AFSCME), the Dade County School Maintenance Employee Committee (DCSMEC), the Dade County School Administrators' Association (DCSAA), and the Florida State Lodge, Fraternal Order of Police (FOP), the parties have met to discuss the impact of Hurricanes Katrina, Rita, and Wilma and their related effects on the work year calendar due to lost workdays for M-DCPS employees. Modifications to provisions of the contracts were negotiated to authorize necessary changes to the work year calendar for each bargaining unit. The AFSCME and FOP representatives have signed the MOUs subject to ratification by their respective membership.

Accordingly, the parties have agreed to changes to the provisions of the labor contracts that are outlined in the attached MOUs.

**RECOMMENDED:**     That The School Board of Miami-Dade County, Florida approve the proposed Memoranda of Understanding (MOUs) modifying provisions of the labor contracts with the exclusive bargaining agents for the five labor unions to facilitate the implementation of the revised calendars to make-up lost workdays due to Hurricanes Katrina, Rita, and Wilma.

OSP:jmg

## MEMORANDUM OF UNDERSTANDING

Representatives of Miami-Dade County Public Schools (M-DCPS) and the United Teachers of Dade (UTD) have met to discuss the impact of Hurricanes Katrina, Rita and Wilma on the workdays of members of the UTD bargaining unit and the need to make up lost teaching days. As a result the parties agree to this Memorandum of Understanding (MOU).

WHEREAS, due to the impact of Hurricanes Katrina, Rita and Wilma, schools were closed for a total of twelve (12) days; and

WHEREAS, pursuant to School Board Rules 6Gx13-4E-1.072 and 6Gx13-6A-1.05, the Superintendent of Schools has the discretion, in the event schools are closed due to inclement weather or natural disasters, to pay employees on such occasions; and

WHEREAS, the Superintendent of Schools has determined that employees in specified pay codes will be paid their regular salaries during the time that schools were closed; and

WHEREAS, pursuant to Florida law, teaching days lost due to inclement weather must be made up during the current school year; and

WHEREAS, the Florida Department of Education has required M-DCPS to make up six (6) teaching days lost due to the above hurricanes; and

WHEREAS, the Superintendent of Schools and the President of UTD have met to discuss these issues and to determine which days to make up for lost teaching days; and

WHEREAS, M-DCPS and UTD have agreed that the following days shall be designated as makeup days for lost teaching days: December 16, 2005, February 17, 2006, February 20, 2006, March 17, 2006, May 25, 2006 and May 26, 2006; and

WHEREAS, for School Improvement Zone Schools, the makeup days for lost teaching days shall be as follows: December 16, 2005, February 17, 2006, February 20, 2006, March 17, 2006, May 30, 2006 and May 31, 2006; and

WHEREAS, for Department of Juvenile Justice School Sites, schools were closed for a total of fourteen (14) days and seven (7) lost teaching days need to be made up. Therefore, the makeup days for lost teaching days shall be as follows: December 16, 2005, January 7, 2006 (Saturday), February 17, 2006, February 20, 2006, February 25, 2006 (Saturday), March 17, 2006 and August 4, 2006; and

WHEREAS, for Adult Vocational Centers, the makeup days for lost teaching days shall be as follows: December 16, 2005, February 20, 2006, March 27, 2006, April 7, 2006, June 30, 2006 and July 19, 2006; and

WHEREAS, February 20, 2006, currently a paid legal holiday shall be treated as a regular working day and no employee is entitled to any additional compensation for working on that day as set forth in Article XIV, Section 15. April 14, 2006, currently designated as a recess day, shall be designated as "Pan American Day" and a legal holiday pursuant to Article XIV, Section 15 of the UTD labor contract.

NOW THEREFORE, the parties agree as follows:

1. December 16, 2005, February 17, 2006, February 20, 2006, March 17, 2006, May 25, 2006 and May 26, 2006 shall be designated as makeup days due to the loss of teaching days due to Hurricanes Katrina, Rita and Wilma for elementary and secondary schools.
2. December 16, 2005, February 17, 2006, February 20, 2006, March 17, 2006, May 30, 2006 and May 31, 2006 shall be designated as makeup days for School Improvement Zone schools.
3. December 16, 2005, January 7, 2006 (Saturday), February 17, 2006, February 20, 2006, February 25, 2006 (Saturday), March 17, 2006 and August 4, 2006 shall be designated as makeup days for Department of Juvenile Justice School sites.
4. December 16, 2005, February 20, 2006, March 27, 2006, April 7, 2006, June 30, 2006 and July 19, 2006 shall be designated as makeup days for Adult Vocational Centers.
5. February 20, 2006, currently a paid legal holiday, shall be treated as a normal workday and no employee is entitled to any additional compensation for working on that day as set forth in Article XIV, Section 15.
6. April 14, 2006, currently designated as a recess day, shall be designated as "Pan American Day," a legal holiday pursuant to Article XIV, Section 15, of the UTD labor contract.
7. Teachers who opted to work one or two days before the opening of the 2005-2006 school year and who have not exercised their option may carry-over the unused "opt days" to be used on the designated "opt days" during the 2006-2007 school year.

8. UTD agrees not to file any grievance, unfair labor practice charge, or initiate any other type of litigation or claim as a result of this MOU.
9. The parties agree that this MOU constitutes and memorializes the entire agreement between the parties.
10. The parties assert that their respective representatives reviewed this MOU prior to execution.

Dated this \_\_\_\_\_ day of November, 2005.

**UNITED TEACHERS OF DADE**

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

By: \_\_\_\_\_  
Karen Aronowitz  
President

By: \_\_\_\_\_  
Frank J. Bolaños  
Chair

By: \_\_\_\_\_  
Dr. Robert B. Ingram  
Vice Chair

By: \_\_\_\_\_  
Dr. Rudolph F. Crew  
Superintendent of Schools

Approved as to Form

\_\_\_\_\_  
Attorney to Board

## MEMORANDUM OF UNDERSTANDING

Pursuant to Article VI of the current labor contract between Miami-Dade County Public Schools (M-DCPS) and the American Federation of State, County, and Municipal Employees, Local 1184 (AFSCME), the Superintendent of Schools and representatives of AFSCME have met to discuss the impact of Hurricanes Katrina, Rita and Wilma on the workdays of members of the AFSCME bargaining unit and the need to make up lost workdays. As a result, the parties agree to this Memorandum of Understanding (MOU).

WHEREAS, due to the impact of Hurricanes Katrina, Rita and Wilma, schools were closed for a total of twelve (12) days; and

WHEREAS, it is the position of the School Board that, pursuant to School Board Rules 6Gx13-4E-1.072 and 6Gx13-6A-1.05, the Superintendent of Schools has the discretion, in the event schools are closed due to inclement weather or natural disasters, to pay employees on such occasions; and

WHEREAS, the Superintendent of Schools has determined that full-time permanent and full-time probationary employees and part-time permanent and part-time probationary employees will be paid their regular salaries during the time that schools were closed; and

WHEREAS, pursuant to Florida law, teaching days lost due to inclement weather must be made up during the current school year; and

WHEREAS, the Florida Department of Education has required M-DCPS to make up six (6) teaching days lost due to the above hurricanes; and

WHEREAS, the Superintendent of Schools and the President of AFSCME have met to discuss these issues and to negotiate days to make up for lost workdays; and

WHEREAS, M-DCPS and AFSCME have agreed that the following days shall be designated as regular workdays: December 16, 2005, February 17, 2006, February 20, 2006, March 17, 2006, May 25, 2006 and May 26, 2006. Further, M-DCPS and AFSCME agree that All President's Day, February 20, 2006, currently a paid legal holiday, be treated as a regular workday, not a paid legal holiday, and no employee is entitled to be paid one and one half times his/her regular salary as required by Article XVI, Section 1, if the employee works on a holiday.

WHEREAS, in consideration of working on February 20, 2006, AFSCME bargaining unit members will be entitled to one (1) "floating holiday" which may be taken anytime after February 20, 2006 but no later than June 30, 2007. Full-time permanent and full-time probationary employees, and part-time permanent and part-time probationary employees will be paid according to Article XVI, Section 1, A & B of the AFSCME labor contract. However, this "floating holiday" will be forfeited if not used by June 30, 2007.

NOW THEREFORE, the parties agree as follows:

1. December 16, 2005, February 17, 2006, February 20, 2006, March 17, 2006, May 25, 2006 and May 26, 2006 are designated as regular workdays due to the loss of workdays because of Hurricanes Katrina, Rita and Wilma.
2. AFSCME agrees that February 20, 2006 shall be treated as a regular workday, not a paid legal holiday, and no employee is entitled to be paid one and one half times his/her regular salary for working on that day. AFSCME further agrees not to process any grievance by any of its members claiming a violation of Article XVI, Section 1, for failure to pay one and one-half times the employee's salary for working on February 20, 2006.
3. AFSCME bargaining unit members shall be entitled to one (1) "floating holiday" which may be taken anytime after February 20, 2006 but no later than June 30, 2007. Full-time permanent and full-time probationary employees, and part-time permanent and part-time probationary employees will be paid according to Article XVI, Section 1, A & B of the AFSCME labor contract. However, this "floating day" will be forfeited if not used by June 30, 2007.
4. AFSCME does not waive the right to file a grievance for a breach of any of the terms of this MOU.
5. The parties agree that this MOU constitutes and memorializes the entire agreement between the parties.
6. The parties assert that their respective representatives reviewed this MOU prior to execution.

Dated this \_\_\_\_\_ day of November, 2005.

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, LOCAL 1184**

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

By: \_\_\_\_\_  
Sherman Henry  
President

By: \_\_\_\_\_  
Frank J. Bolaños  
Chair

By: \_\_\_\_\_  
Dr. Robert B. Ingram  
Vice Chair

By: \_\_\_\_\_  
Dr. Rudolph F. Crew  
Superintendent of Schools

Approved as to Form

\_\_\_\_\_  
Attorney to Board

## MEMORANDUM OF UNDERSTANDING

Pursuant to the current labor contract between Miami-Dade County Public Schools (M-DCPS) and the Dade County School Maintenance Employee Committee (DCSMEC), the Superintendent of Schools or designee and representatives of DCSMEC have met to discuss the impact of Hurricanes Katrina, Rita and Wilma on the workdays of members of the DCSMEC bargaining unit. As a result, the parties agree to this Memorandum of Understanding (MOU).

WHEREAS, due to the impact of Hurricanes Katrina, Rita and Wilma, schools were closed for a total of twelve (12) days; and

WHEREAS, pursuant to School Board Rules 6Gx13-4E-1.072 and 6Gx13-6A-1.05, the Superintendent of Schools has the discretion, in the event schools are closed due to inclement weather or natural disasters, to pay employees on such occasions; and

WHEREAS, the Superintendent of Schools has determined that employees in specified pay codes will be paid their regular salaries during the time that schools were closed; and

WHEREAS, pursuant to Florida law, teaching days lost due to inclement weather must be made up during the current school year; and

WHEREAS, the Florida Board of Education has required M-DCPS to make up six (6) teaching days lost due to the above hurricanes; and

WHEREAS, the Superintendent of Schools and representatives of DCSMEC have met to discuss these issues and to negotiate a temporary one-time amendment to the DCSMEC contract to provide regular workday coverage for one "makeup" teaching day; and

WHEREAS, M-DCPS and DCSMEC have agreed that All President's Day, February 20, 2006, currently a paid legal holiday, shall be a makeup teaching day. DCSMEC agrees that February 20, 2006 shall be treated as a regular workday, not a paid legal holiday and no employee is entitled to be paid one and one-half times the employee's regular hourly rate as currently required by Article XII, Section 13, of the DCSMEC labor contract. DCSMEC further agrees not to process any grievance by any of its members claiming a violation of Article XII, Section 13, for working on February 20, 2006.



WHEREAS, in consideration of working on February 20, 2006, DCSMEC bargaining unit members will be entitled to one (1) "floating holiday" which may be taken anytime after February 20, 2006 but no later than June 30, 2007. However, this "floating holiday" will be forfeited if not used by June 30, 2007.

NOW THEREFORE, the parties agree as follows:

1. February 20, 2006 is designated as a regular workday and as a makeup day due to the loss of teaching days because of Hurricanes Katrina, Rita and Wilma.
2. DCSMEC agrees to a temporary, one-time contract amendment whereby February 20, 2006 shall be treated as a regular workday, not a paid legal holiday, and no employee is entitled to receive one and one-half times his/her hourly rate for working that day. DCSMEC further agrees not to process any grievance by any of its members claiming a violation of Article XII, Section 13 of the DCSMEC labor contract, for working on February 20, 2006.
3. DCSMEC bargaining unit members shall be entitled to one (1) "floating holiday" which may be taken between February 20, 2006 but no later than June 30, 2007. However, this "floating holiday" will be forfeited if not used by June 30, 2007. The scheduling of the "floating holiday" shall be with the approval and at the discretion of the supervising administrator. Such approval shall not be arbitrarily withheld.
4. DCSMEC agrees not to file any grievance, unfair labor practice charge, or initiate any other type of litigation or claim as a result of this MOU.
5. The parties agree that this MOU constitutes and memorializes the entire agreement between the parties.
6. The parties assert that their respective representatives reviewed this MOU prior to execution.

Dated this \_\_\_\_\_ day of November, 2005.

**DADE COUNTY SCHOOL  
MAINTENANCE EMPLOYEE  
COMMITTEE**

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

By: \_\_\_\_\_  
Joseph Cortese  
Business Representative

By: \_\_\_\_\_  
Frank J. Bolaños  
Chair

By: \_\_\_\_\_  
Dr. Robert B. Ingram  
Vice Chair

By: \_\_\_\_\_  
Dr. Rudolph F. Crew  
Superintendent of Schools

Approved as to Form

\_\_\_\_\_  
Attorney to Board

## MEMORANDUM OF UNDERSTANDING

Pursuant to the current labor contract between Miami-Dade County Public Schools (M-DCPS) and the Dade County School Administrators' Association (DCSAA), the Superintendent of Schools or designee and representatives of DCSAA have met to discuss the impact of Hurricanes Katrina, Rita and Wilma on the workdays of members of the DCSAA bargaining unit and the need to make up lost workdays. As a result, the parties agree to this Memorandum of Understanding (MOU).

WHEREAS, due to the impact of Hurricanes Katrina, Rita and Wilma, schools were closed for a total of twelve (12) days; and

WHEREAS, pursuant to School Board Rules 6Gx13-4E-1.072 and 6Gx13-6A-1.05, the Superintendent of Schools has the discretion, in the event schools are closed due to inclement weather or natural disasters, to pay employees on such occasions; and

WHEREAS, the Superintendent of Schools has determined that employees in specified pay codes will be paid their regular salaries during the time that schools were closed; and

WHEREAS, pursuant to Florida law, teaching days lost due to inclement weather must be made up during the current school year; and

WHEREAS, the Florida Board of Education has required M-DCPS to make up six (6) teaching days lost due to the above hurricanes; and

WHEREAS, the Superintendent of Schools and representatives of DCSAA have met to discuss these issues and to negotiate days to make up for lost workdays; and

WHEREAS, M-DCPS and DCSAA have agreed that one of the make up days shall be All President's Day, February 20, 2006, currently a paid legal holiday. DCSAA agrees that February 20, 2006 shall be treated as a regular workday, not a paid legal holiday. DCSAA further agrees not to process any grievance by any of its members claiming a violation of Article XVI, Section 1, for working on February 20, 2006.

WHEREAS, in consideration of working on February 20, 2006, DCSAA bargaining unit members will be entitled to one (1) "floating holiday" which may be taken anytime after February 20, 2006 but no later than June 30, 2007. However, this "floating holiday" will be forfeited if not used by June 30, 2007.

NOW THEREFORE, the parties agree as follows:

1. February 20, 2006 is designated as a regular workday and as one of the makeup days due to the loss of workdays because of Hurricanes Katrina, Rita and Wilma.
2. DCSAA agrees that February 20, 2006 shall be treated as a regular workday, not a paid legal holiday. DCSAA further agrees not to process any grievance by any of its members claiming a violation of Article XVI, Section 1 of the DCSAA labor contract, for working on February 20, 2006.
3. DCSAA bargaining unit members shall be entitled to one (1) "floating holiday" which may be taken anytime after February 20, 2006 but no later than June 30, 2007. However, this "floating day" will be forfeited if not used by June 30, 2007.
4. DCSAA agrees not to file any grievance, unfair labor practice charge, or initiate any other type of litigation or claim as a result of this MOU.
5. The parties agree that this MOU constitutes and memorializes the entire agreement between the parties.
6. The parties assert that their respective representatives reviewed this MOU prior to execution.

Dated this \_\_\_\_\_ day of November, 2005.

**DADE COUNTY SCHOOL  
ADMINISTRATORS' ASSOCIATION**

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

By: \_\_\_\_\_  
Charles Burdeen  
Executive Director

By: \_\_\_\_\_  
Frank J. Bolaños  
Chair

By: \_\_\_\_\_  
Dr. Robert B. Ingram  
Vice Chair

By: \_\_\_\_\_  
Dr. Rudolph F. Crew  
Superintendent of Schools

Approved as to Form

\_\_\_\_\_  
Attorney to Board

## MEMORANDUM OF UNDERSTANDING

Pursuant to the current labor contract between Miami-Dade County Public Schools (M-DCPS) and the Florida State Lodge, Fraternal Order of Police (FOP), the Superintendent of Schools or designee and representatives of FOP have met to discuss the impact of Hurricanes Katrina, Rita and Wilma on the workdays of members of the FOP bargaining unit and the need to make up lost workdays. As a result, the parties agree to this Memorandum of Understanding (MOU).

WHEREAS, due to the impact of Hurricanes Katrina, Rita and Wilma, schools were closed for a total of twelve (12) days; and

WHEREAS, pursuant to School Board Rules 6Gx13-4E-1.072 and 6Gx13-6A-1.05, the Superintendent of Schools has the discretion, in the event schools are closed due to inclement weather or natural disasters, to pay employees on such occasions; and

WHEREAS, the Superintendent of Schools has determined that employees in specified pay codes will be paid their regular salaries during the time that schools were closed; and

WHEREAS, pursuant to Florida law, teaching days lost due to inclement weather must be made up during the current school year; and

WHEREAS, the Florida Department of Education has required M-DCPS to make up six (6) teaching days lost due to the above hurricanes; and

WHEREAS, the Superintendent of Schools and representatives of FOP have met to discuss these issues and to negotiate days to make up for lost workdays; and

WHEREAS, M-DCPS and FOP have agreed that one of the make up days shall be All President's Day, February 20, 2006, currently a paid legal holiday. FOP agrees that February 20, 2006 shall be treated as a normal workday, not a paid legal holiday, and no employee is entitled to be paid one and one-half times his/her regular hourly rate for hours worked on February 20, 2006, as currently required by Article XX, Section 14, of the FOP labor contract. FOP further agrees not to process any grievance by any of its members claiming a violation of Article XX, Section 14, for working on February 20, 2006.

WHEREAS, in consideration of working on February 20, 2006, FOP bargaining unit members will be entitled to utilize April 14, 2006, "Pan American Day," as a holiday, pursuant to Article XX, Section 14.

NOW THEREFORE, the parties agree as follows:

1. M-DCPS is entitled to designate February 20, 2006 as a regular workday and as one of the makeup days due to the loss of workdays because of Hurricanes Katrina, Rita and Wilma.
2. FOP agrees that February 20, 2006 shall be treated as a regular workday, not a paid legal holiday, and no employee is entitled to receive one and one-half times his/her hourly rate for working on that day. FOP further agrees not to process any grievance by any of its members claiming a violation of Article XX, Section 14 of the FOP labor contract, for working on February 20, 2006.
3. FOP bargaining unit members shall be entitled to utilize April 14, 2006 as a holiday.
4. FOP agrees not to file any grievance, unfair labor practice charge, or initiate any other type of litigation or claim as a result of this MOU.
5. The parties agree that this MOU constitutes and memorializes the entire agreement between the parties.
6. The parties assert that their respective representatives reviewed this MOU prior to execution.

Dated this \_\_\_\_\_ day of November, 2005.

**FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE**

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

By: \_\_\_\_\_  
Howard Giraldo  
President

By: \_\_\_\_\_  
Frank J. Bolaños  
Chair

By: \_\_\_\_\_  
Dr. Robert B. Ingram  
Vice Chair

By: \_\_\_\_\_  
Dr. Rudolph F. Crew  
Superintendent of Schools

Approved as to Form

\_\_\_\_\_  
Attorney to Board