

Financial Services
Richard H. Hinds, Chief Financial Officer

**SUBJECT: RATIFICATION OF THE MAY 2009 M-DCPS/UTD CONTRACT
AMENDMENT BETWEEN THE MIAMI-DADE COUNTY
PUBLIC SCHOOLS AND THE UNITED TEACHERS OF DADE**

COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY

**LINK TO DISTRICT
STRATEGIC PLAN: NEGOTIATE AND DEVELOP CONTRACTS WITH EACH
BARGAINING UNIT**

Pursuant to negotiations between Miami-Dade County Public Schools (M-DCPS) and the United Teachers of Dade (UTD), the parties reached a tentative agreement on the 2009 M-DCPS/UTD Contract Amendment on Monday, May 11, 2009 (attached).

The agreement addresses modifications to the 2006-2009 M-DCPS/UTD Contract, including a reduction of the 2008-2009 work year for 12-month full-time employees by three (3) days and for 10-month full-time employees by two (2) days. Salaries for the 2008-2009 fiscal year will be reduced accordingly.

As part of the compensation package for fiscal year 2009-2010, an appropriation for a Service Incentive for services to be rendered during the 2009-2010 fiscal year, will be submitted to the School Board for approval with the fiscal year 2009-2010 tentative budget.

UTD bargaining unit members ratified the agreement on Thursday, May 14, 2009, and Friday, May 15, 2009.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, ratify the May 2009 M-DCPS/UTD Contract Amendment between Miami-Dade County Public Schools and the United Teachers of Dade.

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MAY 2009
MIAMI-DADE COUNTY PUBLIC SCHOOLS/UNITED TEACHERS OF DADE
CONTRACT AMENDMENT

Pursuant to Article XXIX (D) – Ratification and Final Disposition of the current contract between Miami-Dade County Public Schools (M-DCPS) and the United Teachers of Dade (UTD), the parties reopened negotiations on a limited basis regarding provisions of the 2006-2009 M-DCPS/UTD contract.

I. LAY-OFF PROTECTION GUARANTEE

Article XVII, Section 1(J)(8) -- Paraprofessionals/Associate Educators - *Layoff*
Article XVII, Section 2(G)(8) -- School Support Personnel - *Layoff*
Article XVIII, Section 6(G) -- Office Employees - *Layoff*
Appendix C, E(1) -- Reduction-in-Force

1. There shall be no reduction in force or layoff of full-time permanent staff in the UTD bargaining unit prior to the payment of the Service Incentive, as set forth in section II below.
2. Further, during the 2009-2010 school year and after payment of the Service Incentive has been made in paragraph #1, there will be no reduction in force or layoff for full-time permanent staff in the UTD bargaining unit with the exception of the following fiscal crises: a reduction in a dedicated revenue stream such as the Local Optional Millage Levy, the District's inability to utilize all legally authorized funding potential, or mandated statewide budget reductions.

II. EMERGENCY WORK YEAR REDUCTION

1. **Deduction Of Pay** - The parties agree to reduce the 2008-2009 work year for permanent 12-month full-time employees by three (3) days and by two (2) days for permanent 10-month full-time employees. Said reductions shall be applicable for permanent 12-month full-time employees and 10-month full-time employees in job assignments as of the date of ratification of this agreement.
 - a. The applicable pay reductions (i.e. Work Year Reduction) will be implemented as an adjustment to the 2008-2009 annual salaries for 12-month employees in an amount equivalent to three (3) days of pay. The adjustments to gross salaries will be over two paychecks – June 5, 2009 and June 19, 2009.
 - b. The applicable pay reductions (i.e. Work Year Reduction) will be implemented as an adjustment to the 2008-2009 annual salaries for 10-month employees in an amount equivalent to two (2) days of pay. The adjustments to gross salaries will be deducted over two paychecks – June 5, 2009 and June 19, 2009.

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2. **Recess Days (12-months)** - The parties agree that all affected 12-month employees shall schedule three (3) recess days during the 2008-2009 fiscal year without pay for the above reductions.

- a. Twelve-month employees shall schedule pay reduction days off, prior to July 1, 2009, with supervisory approval. Such supervisory approval shall not be arbitrarily withheld.
- b. All pay reduction days off shall be taken in full day increments prior to July 1, 2009. Employees will list three choices of recess dates in priority order. One of these dates will be guaranteed by the supervisor. In the event of a conflict, seniority will be the determining factor. Those employees who have not taken their recess days by June 10, 2009 will be given a second notice. If by June 19, 2009 employees have not taken their recess days off, the supervising administrator will determine the recess days for the employee prior to July 1, 2009.

3. **Recess Days (10-months)** - The parties agree that all affected 10-month employees shall be assessed two (2) days without pay during the 2008-2009 fiscal year for the above reductions.

- a. Ten-month Instructional Personnel, Paraprofessionals, and School Support Personnel shall take the two pay reduction days off as follows:

June 3, 2009	Half Day
June 4, 2009	Half Day
June 5, 2009	All Day

A half day is defined as follows: the total work day hours minus duty free lunch time divided by two.

- b. Ten-month office/clerical employees who work beyond June 5, 2009 shall take the two pay reduction days off from June 5, 2009 through June 12, 2009.

4. **Recess Days (Adult/Vocational Education, Juvenile Justice Education and ROTC)** - The parties agree that all affected 10 and 11-month Instructional Personnel, Paraprofessionals, School Support Personnel and Clerical employees working in accordance with the Adult/Vocational, Department of Juvenile Justice or ROTC calendars shall be assessed two (2) days without pay during the 2008-2009 fiscal year for the previously stated reductions. Pay reduction days shall be taken as follows:

Adult/Vocational and ROTC

June 5, 2009 (1/2 day); June 12, 2009 (all day); June 19, 2009 (1/2 day)

Department of Juvenile Justice

June 5, 2009 (1/2 day); June 19, 2009 (1/2 day); July 1, 2009 (all day)

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All 12-month Instructional Personnel, Paraprofessionals, School Support Personnel and Clerical employees at these locations shall schedule three (3) recess days as specified in #2.

5. Exemptions - The parties agree that the following employees will be exempt from specified provisions of the Work Year Reduction.

- a. Employees who will terminate employment with the District by December 31, 2009 through Deferred Retirement Option Program (DROP), retirement, or resignation shall be exempt from the work year reduction to their annual salaries. Employees who plan to retire, resign or terminate must submit a binding application/resignation form by May 26, 2009 in order to avoid the pay deductions which will be taken on June 5 and 19, 2009. These employees will not be eligible for the approved recess days and must work the regular work year calendar.
- b. Employees on Board-approved leaves during any portion of the work year reduction period for 10-month employees or 12-month employees will also be exempt from this reduction i.e. May 20-June 30, 2009. Employees will not be eligible for the approved recess days and must work the regular work year calendar.
- c. Employees newly joining DROP prior to July 1, 2009 will be exempt from the two (2) or three (3) day reduction adjustment to their annual salary if they file an application by May 26, 2009 to join DROP in order to avoid the pay deductions which will be taken on June 5 and 19, 2009. These employees will not be eligible for the approved recess days and must work the regular work year calendar.
- d. All teachers in the 3100's series of job codes shall be exempted from these provisions.

6. Service Incentive - The parties agree that all 10-month and 12-month employees who are in an active pay status or on a Board-approved leave as of October 1, 2009 and were affected by the Work Year Reduction will be eligible to receive a Service Incentive for services rendered during the 2009-2010 fiscal year. The Service Incentive payment will be rendered in a lump sum payment after October 1, 2009 but before December 31, 2009.

- a. The Service Incentive is being paid for services and performance pursuant to the applicable collective bargaining agreements between the School Board and Bargaining Agent for the 2009-2010 fiscal year as modified by this agreement.
- b. The amount of the Service Incentive shall be equivalent to the amount of the affected employee's salary for two days or three days at the time of the Work Year Reduction.
- c. Employees affected by the Work Year Reduction who terminate voluntarily or involuntarily prior to January 1, 2010 and who have been paid the Service Incentive shall have one-half of the Service Incentive deducted from their terminal pay.

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7. Priority Funding for the Service Incentive for the UTD Bargaining Unit

The Miami-Dade County School District irrevocably pledges to use a portion of proceeds from the Tax Anticipation Note (TAN) - - Series 2009 (equal to the unit's Service Incentive Amount) to fully fund the Service Incentive to be paid during fiscal year 2009-2010 to eligible employees who accepted unpaid recess days through June 30, 2009, and further agrees to incorporate such a pledge in a line item appropriation in its 2009-2010 General Fund budget for final adoption during September 2009.

III. EXPEDITED BARGAINING

Article XXIX, D(4) – Ratification and Final Disposition

The parties agree to immediately commence bargaining for a successor collective bargaining agreement as soon as possible after ratification. The first agenda items shall be pay rates and step progression.

IV. INCREASED UTD COMMUNICATION

Article XXIII, Section 4 - - Union Rights – *Time for Union Representatives*

In order to increase communication between M-DCPS and UTD, the following shall occur:

- a. The President of the United Teachers of Dade may address annual Regional Center Principals' Meetings.
- b. Two joint Principals/Stewards meetings may be conducted annually to discuss matters of mutual interest.

V. PARAPROFESSIONAL/CLERICAL/EDUCATIONAL SUPPORT PROFESSIONAL CRITICAL ISSUES TASK FORCE

Article XXVI, Section 3(G) – Professionalization Teaching/Education – *Other Joint Task Forces*

Paraprofessional/Clerical/Educational Support Professional Critical Issues Task Force - - The parties agree to establish this joint task force to discuss issues of importance, including but not limited to, job assignments, layoff and recall provisions, and job descriptions.

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VI. EXPANDED TIME FOR NEW TEACHER ORIENTATION

Article XII, Section 5 – Hiring, Assigning and Transferring Instructional Personnel –
New Teacher Orientation

The parties agree that the New Teacher Orientation presentations will be delivered twice each year, with mandatory attendance by newly-hired teachers. Further, the parties agree that the UTD will have 90 uninterrupted minutes to present during each of these sessions.

VII. MANDATORY SHARING OF INFORMATION

Article XXIII, Section 11 (E, F) -- Union Rights – *Information to the Union*

E. The Board agrees to provide the UTD with a list of newly-hired employees within the UTD unit on a monthly basis.

F. The Board agrees to provide the UTD with a list of confidential exempt employees, including names and positions on a monthly basis.

VIII. INCREASED UNINTERRUPTED OPT DAYS PLANNING TIME

Article XX, Section 5(l) -- Teaching Conditions -- *Planning/Preparation Days*

On days designated on the school calendar as opt days, 75% of each designated opt day shall be used at the teacher's discretion for activities such as instructional planning, recording of grades and reviewing student cumulative folders and/or instructional material or activities.

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DATED at Miami, Florida this ____ day of _____, 2009.

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

UNITED TEACHERS OF DADE

Dr. Solomon C. Stinson Date
Chair

Ms. Karen Aronowitz Date
President

Dr. Marta Pérez Date
Vice Chair

Mr. Alberto M. Carvalho Date
Superintendent of Schools

APPROVED AS TO FORM

School Board Attorney

Handwritten notes:
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