

Enid Weisman, Assistant Superintendent
Human Resources, Recruiting, Performance Management and Labor Relations

**SUBJECT: AUTHORIZATION TO RENEW CONTRACTUAL AGREEMENT –
LABOR ATTORNEY, MIAMI-DADE COUNTY PUBLIC SCHOOLS**

COMMITTEE: SCHOOL SUPPORT ACCOUNTABILITY

LINK TO STRATEGIC

FRAMEWORK: SCHOOL/DISTRICT LEADERSHIP

At its May 20, 2009 meeting, the School Board approved Agenda Item D-10 renewing the employment contract of Mr. Christopher F. Kurtz, Labor Attorney. As approved, the contract may be renewed upon approval of the Board.

The Labor Attorney serves as the School Board's legal counsel for labor relations matters. He represents the School Board in labor arbitrations, administrative matters before the Public Employees Relations Commission and labor related court proceedings. Further, the Labor Attorney provides daily legal advice on labor matters to the Assistant Superintendent for the Office of Human Resources, Recruiting, Performance Management and Labor Relations and the Administrative Director for the Office of Labor Relations, interacts with union leaders and their attorneys, and serves as a negotiator during collective bargaining.

The Board previously approved a two-year contract with a salary increase effective July 1, 2008. Although not legally obligated to do so, Mr. Kurtz voluntarily deferred the salary increase and participated in the 2009-2010 work year reduction due to the District's financial condition. It is recommended that the contract, with the above reductions, for Mr. Christopher F. Kurtz, Labor Attorney, be renewed.

RECOMMENDED: That The School Board of Miami-Dade County, Florida, authorize the renewal of the attached contract with Mr. Christopher F. Kurtz to the contracted position of Labor Attorney, Miami-Dade County Public Schools.

EW:md

EMPLOYMENT CONTRACT

This Employment Contract, made and entered into this 15th day of June, 2011, by and between The School Board of Miami-Dade County, Florida, hereinafter referred to as the Board, and Mr. Christopher F. Kurtz, hereinafter referred to as the Employee.

Witnesseth

Whereas, the Board desires to renew its previous agreement with the Employee and to fix the terms and conditions of employment by this Employment Contract; and

Whereas, the Employee is willing to accept renewed employment upon the terms and conditions set forth herein;

Now, therefore, the Board and Employee, for the considerations herein specified, agree as follows:

1.0 TERM

- 1.1 The Board hereby employs the Employee, and the Employee accepts employment as, **LABOR ATTORNEY**, for a term beginning July 1, 2011 and ending June 30, 2013 ("Original Term"), unless sooner terminated as set forth herein. The term of this Employment Contract shall be automatically extended and continue in full force and effect for additional two (2) year terms (Extension Term") subject to the termination provisions below. For purposes of this Employment Contract, the "Term of this Agreement" shall mean the Original Term and all Extension Terms, if any.

2.0 DUTIES

- 2.1 The Employee shall perform the duties of the job as may be assigned by the Board, Superintendent, or designee.

3.0 COMPENSATION

- 3.1 The Board agrees to employ the Employee at the annual salary approved by the Board, at its meeting of June 15, 2011, Agenda Item D-24. The Employee will continue to receive compensation at an annual salary of \$160,351.00, commencing July 1, 2011, payable in 26 installments per year. This salary amount shall remain in effect throughout the Term of this Agreement. However, if managerial exempt employees or school board attorneys receive any compensation increase at any time during the Term of this Agreement, the annual salary shall be increased at no less than the increase received by these employees.
- 3.2 The Employee shall be entitled to membership in the Florida Retirement System in the Senior Management Classification as required by Florida Retirement System Rule 60S-1.004.
- 3.3 School Board Rule 6Gx13- 4D-1.022, *Manual of Procedures for Managerial Exempt Personnel (MEP)* is hereby incorporated into this contract and hereby made a part thereof as it fully set forth herein. Any term and condition of employment not addressed in this contract shall be governed by the MEP.
- 3.4 The Employee will receive term life insurance equal to two (2) times the Employee's annual base salary effective January 1st each year for the Term of this Agreement, such premiums for the coverage to be paid for by the Board. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five times annual base salary. Proof of insurability to the satisfaction of the insurance company may be required.

- 3.5 The Employee is entitled to receive healthcare coverage. The School Board's monthly contribution for employee's individual healthcare shall be equal to that which the School Board authorizes for managerial exempt personnel.
- 3.6 The Board will pay the annual dues for employee's membership in the Florida Bar during the Term of this Agreement.

4.0 TERMINATION

- 4.1 The Employment Contract may be terminated by the Board or Employee on thirty (30) days' prior written notice to the Board or to Employee, as the case may be, it being understood that except as so provided, the said Employee's right to employment shall be subject to the Board's absolute right to terminate this Contract at will.
- 4.2 The Employee understands and agrees that by accepting employment under the terms of this Employment Contract, that there is no guarantee of continued employment, tenure, or any other expectation, reasonable or otherwise, except as set forth herein.

5.0 MISCELLANEOUS

- 5.1 The Employee agrees to comply faithfully with federal laws, the laws of the State of Florida and with all the rules and regulations of the Board of Education of the State of Florida and of The School Board of Miami-Dade County, Florida.
- 5.2 The Employee agrees that this Employment Contract contains the entire agreement between the Board and Employee, and all other agreements and oral representations are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have hereunto signed their names to this Employment Contract, at Miami-Dade County, Florida, this ___ day of June, 2011.

Employee _____

Name _____
(Printed)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

By _____
(Superintendent or Designee)

APPROVED AS TO FORM:

Attorney for the Board