


ARTICLE XXVIII -- RATIFICATION AND FINAL DISPOSITION

- A. It is agreed and understood that this Contract and each of its provisions shall be effective and constitute a legally binding contract upon approval by the Board and ratification by the members of the bargaining unit represented by the Union, pursuant to Florida Statutes, Section 447.309.
- B. Agreements reached on wages, hours, and terms and conditions of employment, subsequent to the approval and ratification of this Contract, shall be incorporated and added to this Contract as an Addendum.
- C. In the event either party does not ratify this Contract, both parties agree to return to the bargaining table for further negotiations. During such negotiations, unit employees would continue to be governed by the current economic agreement.
- D. The terms of this Contract are for ~~three~~ two years, provided:
1. The terms and conditions of this agreement, effective July 1, 2015, shall continue until midnight, June 30, 2017, except as specifically set forth in this agreement.
 2. By service of written notice on the other party, prior to April 1, 2016 the wage and health insurance provisions and any other articles as mutually agreed upon shall be reopened for the subsequent fiscal/calendar year.
 3. In the event that the percentage increase/decrease of funding per weighted FTE student provided by the Florida Legislature within the Florida Education Finance Program (FEFP) is inadequate as determined by the School Board, to fund the economic provisions of this Agreement for the 2015-2016 fiscal year, UTD agrees to renegotiate the economic provisions of this Agreement for the 2015-2016 fiscal year, if requested by the School Board. During such negotiations, unit employees would continue to be governed by the current economic agreement for the applicable fiscal year. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal.

8/21/15


This Contract shall continue in full force and effect until June 30, 2017.

Dated at Miami, Florida, this 9th day of September, 2015.

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

UNITED TEACHERS OF DADE

Ms. Perla Tabares Hantman Date
Chair



Mr. Fedrick C. Ingram Date
President

Dr. Lawrence S. Feldman Date
Vice Chair

Mr. Alberto M. Carvalho Date
Superintendent of Schools

Approved As To Form
and Legal Sufficiency

Mr. Walter J. Harvey Date
School Board Attorney

 8/21/15


**M-DCPS Salary Proposal #1 (Revised)
(UTD, 2015)**

Current 2014-15 10-Month A0 Salary Schedule			Proposed 10-Month A0 Salary Schedule	
Salary Step	Base Salary		Salary Increase Amount	Entry Point to Min/Max
				\$40,500
01	\$40,500	→	\$500	\$41,000
02	\$41,000	→	\$750	\$41,750
03	\$41,512	→	\$830	\$42,342
04	\$41,678	→	\$834	\$42,512
05	\$41,845	→	\$837	\$42,682
06	\$42,012	→	\$840	\$42,852
07	\$42,180	→	\$844	\$43,024
08	\$42,349	→	\$847	\$43,196
09	\$42,593	→	\$852	\$43,445
10	\$42,903	→	\$858	\$43,761
11	\$43,215	→	\$864	\$44,079
12	\$43,530	→	\$871	\$44,401
13	\$43,847	→	\$2,050	\$45,897
15	\$45,700	→	\$2,725	\$48,425
17	\$49,000	→	\$2,900	\$51,900
19	\$52,000	→	\$2,750	\$54,750
20	\$54,450	→	\$2,900	\$57,350
21	\$57,350	→	\$3,425	\$60,775
22	\$62,814	→	\$3,761	\$66,575
23	\$70,325	→	\$1,060	\$71,385

* Salary adjustments will be effective July 1, 2015

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8/1/15

**M-DCPS Salary Proposal #1 (Revised)
(UTD, 2015)**

A0 Salary Schedule		
10 Month	12 Month	Adult/Vocational
\$40,500 (Min)	47,041 (Min)	\$48,600 (Min)
\$71,385 (Max)	82,914 (Max)	\$85,662 (Max)

Instructional Personnel

Effective July 1, 2015 all instructional personnel in M-DCPS are incorporated on the A0 Salary Schedule. This schedule replaces all other previous A0 salary schedules.

In accordance with Section 1012.22, Florida Statutes, M-DCPS and UTD will utilize the above A0 Salary Schedule as both the Grandfather Salary Schedule and the Performance Pay Salary Schedule.

Salary differentiation for all employees on the A0 Salary Schedule shall apply as specified in the M-DCPS/UTD Collective Bargaining Agreement.

Salary adjustments will be negotiated yearly in accordance with Section 1012.22, Florida Statutes.


The Adult/Vocational schedule will be 20 percent above the A0 Salary Schedule for 10-month employees.

The 12-month 250 day salary schedules shall be 3.85 percent less than the Adult/Vocational salary schedules.

Educational Support Personnel

Effective July 1, 2015, the U1 salary schedule, steps 02-14 will be improved by 2.75 percent. Step 15 of the U1 salary schedule shall remain the same; however, full-time employees on this step shall receive a recurring salary supplement of 2 percent. All employees will remain on their current salary step.

Effective July 1, 2015, the U0 salary schedule, steps 02-13 will be improved by 2.75 percent. Step 14 of the U0 salary schedule shall remain the same; however, full-time employees on this step shall receive a recurring salary supplement of 2 percent. All employees will remain on their current salary step.


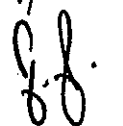
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**APPENDIX E -- RULES AND REGULATIONS GOVERNING SALARY
SCHEDULES, CREDENTIAL PAYMENTS, SUPPLEMENTS, AND VARSITY ATHLETICS**

Section 1. General Provisions

A. Salary Schedules

1. Salaries for certificated employees shall be incorporated utilizing a minimum and a maximum (min/max) salary schedule. The salary for instructional personnel shall be the salary paid in the previous year plus any adjustments negotiated between the Union and the Board. ~~shall be adjudicated and paid in accordance with the salary schedules in this Contract and in such a manner that all such personnel receive for the school year the amount indicated in the applicable schedule for the degree held and their years of experience, as defined herein.~~
2. Salaries, salary supplements and credential payments for certificated employees who work a contract year in excess of the regular 10-month contract period shall be adjudicated to reflect the longer contract year provided, however, that the additional responsibilities, special and/or additional training, or assigned duties which are beyond the normal scope of employment and which qualify the employee to receive a supplement, extend beyond the regular 10-month contract period. The salary supplements shall be paid in accordance with the salary schedules in this Contract in such a manner that all such personnel receive payment for the school year based on the amount indicated in the applicable salary and supplement schedules.
3. The A0 10-Month and 12-Month Salary Schedules are effective for those certificated employees working a 10-month or 12-month contract year who possess at least a Bachelor's degree (includes Equivalency Certificates for Vocational Education personnel).
4. The Credential Payment provisions are effective for those certificated employees working a 10-month or 12-month contract year who possess a Master's, Specialist (or equivalent of 36 semester hours of graduate credit beyond the Master's), and/or Doctorate degree and have met the eligibility requirements for credential payments for advanced degrees, as stipulated elsewhere in this Contract (includes Equivalency Certificates for Vocational Education personnel).
5. Hourly Salary Schedules (AT/AU) are effective for those certificated employees working on an hourly basis for 25 or fewer hours per week.
6. Emergency Temporary Instructor Salary Schedule (AS) is effective for those certificated employees who provide day-to-day substitute coverage when regular full-time teachers or Paraprofessionals II and III, Associate Educator and Paraprofessionals I classified to work in behavioral, therapeutic and Pre-K categories and programs for the physically impaired are absent from their duties. Extra teaching period supplements are not authorized for emergency temporary instructors nor is any additional payment authorized for work performed during the regular workday. An hourly temporary instructor rate is to be paid only when an emergency temporary instructor is required to work beyond the regular workday. Schools are authorized to use emergency temporary instructors if paraprofessional substitutes are not available for the categories of paraprofessionals listed above.
7. All salary schedules shall be effective September 1 or the first day of the 10-month work year, whichever comes first, each year. At that time, eligible employees shall receive a

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~~salary adjustment~~ ~~advance a step~~ on the applicable A0 Salary Schedule, except that wages will be frozen at the previous year's rate until an agreement on wages has been reached.


8. The Board will comply with prevailing federal minimum wage standards, in accordance with the requirements of the Fair Labor Standards Act (FLSA) and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.
9. Compensatory time off and the rate(s) of pay for employees working in positions which do not require certificates and who weekly perform two or more M-DCPS jobs shall be governed by the FLSA and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.
10. ~~The parties agree that they will begin negotiations of the 2014-2015 salary schedule no later than January 31, 2014, to address issues of fairness and/or disparity in step intervals provided that intervals shall be no less than 2% and no greater than 7%. It is understood and agreed however that even should agreement be reached on the aforesaid salary schedule, implementation of the salary schedule shall not take place until further negotiations between the parties.~~

B. Salary Schedule Payments/Paydates

1. Salary payments shall be made bi-weekly.
2. The Board will provide 10-month contract teachers and other 10-month employees (except interim teachers) the option of receiving payment of salary over 10 months or over 12 months. Employees who do not make an election for the Defer Pay Plan Option will be paid on a 10-month basis. The employee will continue to be paid on the basis selected until he/she elects to change. The election to change salary basis may be made only during the enrollment/cancellation period which is after the last work day of the school year and prior to the first work day of the subsequent school year. Employees must complete a written election form during the specified time period to enroll or cancel the Defer Pay Plan Option. In order to facilitate the enrollment/cancellation process, completed election forms may be submitted up to five days prior to conclusion of the prior school year, but no later than the day preceding the start of the subsequent school year.

The election is irrevocable and cannot be cancelled during the school year. Once an employee elects the Defer Pay Plan Option, the election will remain in effect until a cancellation form is received for the subsequent school year. Only if an employee transfers to an ineligible job position, resigns, retires or dies, can the deferred compensation funds be paid prior to the scheduled pay dates.

3. The first payday for 10-month employees in ~~September~~ shall be no later than 15 days from the reporting day for teachers for that school year.
4. Paydates for ~~42-month~~ all employees begin in ~~July~~ and are made biweekly thereafter, during the fiscal year.
5. Payroll checks delivered for employees at any work location shall not be arbitrarily withheld for any reason.
6. Employees employed beyond the 10-month contract period shall be paid for each day worked at the annual salary that they received during the immediate preceding contract period. The daily rate shall be computed by dividing the annual salary by 196.

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7. Activities Directors and/or Athletic Directors may be employed for a period not to exceed a total of 20 days during the summer session at the discretion of the principal to plan and coordinate activities and/or athletics in schools. Such employees shall be paid additional compensation at a daily rate based on the employee's annual salary divided by 196 for the period of time worked.
8. Employees eligible for ~~step advancement~~ a salary adjustment are those who meet the salary experience credit criteria stipulated in Appendix E, Section 2(a).
9. Any employee who receives an unacceptable rating(s) on his/her annual evaluation shall become eligible for and shall receive payment for ~~step advancement~~ a salary adjustment retroactive to the date of salary schedule improvements after he/she has satisfactorily fulfilled the terms of the performance improvement plan resulting from the unacceptable rating(s) and has been rated acceptable. Until that occurs, the employee's salary shall remain frozen at the rate of pay for the previous year.

The Union, upon the employee's request, may meet with the Assistant Superintendent, Office of Professional Standards to review all pertinent documents and administrative actions relative to the unacceptable evaluation and performance improvement plan. The employee shall be informed in writing of this right.


10. ~~Former certificated employees who have retired from any school system in state or out of state who are hired or rehired by M-DCPS shall be provided one step for every two years of creditable service up to step 12 of the AO salary schedule. Advancement in subsequent years shall be subject to the conditions set forth in Section 2(a) of this Appendix. Rehired M-DCPS retirees will be employed on a probationary contract basis.~~
11. Certificated employees who work one-half time (five days per week at half-time or two and one-half days per week at full-time) or four-sevenths time shall be paid prorata in accordance with the applicable AO Salary Schedule and Credential Payment provisions.
12. Salary Adjustments

- a. Salary Errors and Adjustments

If an error is discovered in an employee's salary adjudication, which is construed as an error chargeable to the employer, this error may be corrected back to July 1 of the fiscal year in which the error was attributable, but not to exceed three (3) years.

If an error is discovered in an employee's salary adjudication, which is due to the negligence of that person in presenting evidence of prior experience, etc., the error may be corrected back to July 1 of the fiscal year in which the error was attributable, but not to exceed two (2) years.

Overpayment collections shall be made in the dollar amount and at the same rate as the overpayment was made provided, however, that any employee encountering a problem in effecting a repayment, due to any reasonable and legitimate cause, will be given full consideration for an adjustment in the rate and amount of repayment. Overpayments shall be corrected for the period of time not to exceed one (1) year from the time the overpayment was discovered. All affected employees will be given written notice of said overpayment, as well as the amount, and shall be informed of the district's intent to regain such funds prior to any monies being withheld from the employee.

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- b. Salary Adjustments for New Degrees – Upon completion of all applicable requirements, employees who attain new degrees shall have their salary payments adjusted at the beginning of the pay period following completion of said requirements and shall then be paid in accordance with the applicable credential payment provisions then in effect.

Section 2. Criteria for Salary Experience Credit

- A. For purposes of crediting experience for placement on salary ranges-steps under the A0 Salary Schedule, a "year" is defined, in accordance with Florida Statutes, as follows:

1.	10-month employees	99 days
	10-month new hires	101 days
	11.5-month Vocational, Adult	118 days
	11.5-month Vocational, Adult, new hires	120 days
	12-month employees (250 days)	111 days

2. Days include actual service, including sick leave and holidays, for which compensation was received in any fiscal year.

- B. Experience Credit for Step-Placement on A0 Salary Schedule is applicable to the initial hire with M-DCPS, unless otherwise designated in the contract. It is not the intent of this provision that teachers being reassigned to a different instructional position subsequent to the initial hire with M-DCPS can have prior work and/or teaching experience reevaluated to determine a higher a placement on a different assignment.

C. Salary Increase for Creditable Teaching Experience

1. U.S. public school full-time classroom teaching experience is creditable at a 1.5% increase above the minimum of the A0 salary schedule for every two years of creditable experience up to a maximum of a 15% increase above the minimum of the A0 salary schedule. This provision is not applicable to charter school experience.
2. All other creditable teaching experience is at a 1% increase above the minimum of the A0 salary schedule for every two years of creditable experience up to a maximum of 10% increase above the minimum of the A0 salary schedule.
3. Fifteen percent (15 %) is the maximum increase above the minimum provided the majority of the experience is in a U.S. public school. In the case of equal experience from both a U.S. public school and other creditable experience, the employee will receive the maximum of a 15% increase above the minimum salary on the A0 salary schedule.
4. All ~~new~~ hires, ~~or~~ rehires, shall be provided ~~one-step~~ an increase above the minimum salary of the A0 salary schedule for every two years of creditable service up to step 12 ~~of the A0/C0 salary schedule.~~ as stipulated in Appendix E, Section 2-B (1).
5. Rehires, who have not retired, shall be placed at their former A0 salary or receive an increase above the minimum salary as stipulated in Appendix E, Section 2-B (1), provided there has been a 12 month separation in service, whichever is greater.
6. Former certificated employees who have retired from any school system in the state or out-of-state who are hired or rehired by M-DCPS shall be provided ~~one step~~ at an increase above the minimum salary of the salary schedule as stipulated in Appendix E, Section 2-B (1).

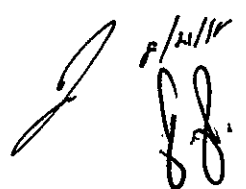
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7. Creditable (applicable) experience for salary purposes is:

- a. Each full school year of service in the State of Florida in a district school system as a full-time teacher.

An M-DCPS paraprofessional or associate educator who is hired as a full-time teacher, including interim teachers (3100), shall be placed on the step provided a salary that reflects three-quarters a 1% increase above the minimum salary of the salary schedule for every two ~~their~~ years of service with the District as a Paraprofessional/Associate Educator up to a maximum of a 15% increase above the minimum of the A0 Salary Schedule. (e.g., ~~eight years of service equals Step 6 on the salary schedule~~).

- b. Each full year of full-time teaching in an accredited college, community college, and/or university.
- c. Commencing with the 2006-2007 school year, each full year of U. S. active military service after September 1, 1939, if the person had not served under full-time contract in the teaching profession prior to serving in the Armed Forces, a maximum of two years will be allowed. Salary adjustments as a result of these changes shall be made for the current and subsequent years only.
- d. Commencing with the 2006-2007 school year, U.S. private school teaching service (with documentary evidence of appropriate state certification); or foreign public; or foreign public charter school teaching service; or foreign private school teaching service when proof is presented that the private school is accredited by a U.S. regional accrediting association or by a recognized accrediting agency in that foreign country. The recognized accrediting entity in the foreign country is the Ministry of Education of that country or other body legally sanctioned by the government of the country. Credit may be given provided the employee worked the full academic/calendar year or at least one day more than half the year and worked full-time (as "day" is defined in Appendix E, Section 2, A., 2).
- e. Each 12 months of full-time work in a trade or business which contributes directly to the effectiveness of one's teaching, if employed as a vocational teacher.
- f. Commencing with the 2006-2007 school year, every 12 months of directly related professional full-time work experience if employed as a full-time, non-vocational teacher shall be counted as one year of service. The work experience must have been directly related to the teaching assignment (for example, industrial chemist teaching chemistry, field biologist teaching biology). The experience must have been completed after graduation from an accredited college/university.
- g. Each 12 months of full-time social work experience, if employed as a school social worker with required certification (effective 2000-2001 school year).
- h. Each 12 months of full-time service as a psychologist shall be allowed for certificated school psychologists, if employed as a school psychologist.

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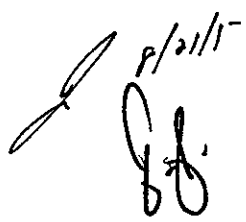
- i. Each 12 months of full-time service as a counselor shall be allowed for certificated counselors, if employed as a school counselor.
- j. Each 12 months of full-time Physical and/or Occupational Therapist, audiologist, speech language pathologist (SLP) or clinical art therapist experience shall be credited for certificated Physical and/or Occupational Therapists, audiologists, SLPs or art therapists, respectively, if employed in that capacity.
- k. Each 12 months of full-time service as a media specialist. Said 12 months of service shall include, but not be limited to, corporate/foundation librarian, public librarian (city, county, state and federal) and college and/or university librarian.
- l. Each 12 months of full-time service as an instructional nurse shall be allowed for registered nurses, if employed as an instructional nurse (effective 2003-2004 school year).
- m. Each 687 hours or more of part-time teaching for MDCPS on the AT or AU salary schedule during any one fiscal year, if and when employed on a full-time basis, excluding emergency substitute service.

Commencing with the 2006-2007 school year, each 500 hours or more of part-time teaching in an accredited college, or community college, and/or university during any one fiscal year.
- n. All employees who have a change in status from the AO Salary Schedule to AT/AU Salary Schedules and subsequently return to the AO Salary Schedule shall have their experience while on the AT/AU Salary Schedule credited according to Appendix E, Section 2(B)(2)(l)
- o. If a year of teaching is shortened by active U.S. military service, that year of experience shall be credited, provided that this time is not also counted as military service credit.
- p. Each 12 months of active military experience as reflected on the Certificate of Release or Discharge from Active Duty (or its equivalent or successor) issued by the Department of Defense shall be allowed for certificated instructors, if employed as a JROTC Instructor.

D. Recognition of Equivalency Certification

In accordance with applicable statutory and/or regulatory provisions, experience in business or industry which contributes directly to the effectiveness of one's teaching shall be acknowledged as equivalent to specified degrees for Agriculture Science, Distributive, Technical, Technology Education, Vocational Family and Consumer Science, Health Occupations, and Career Specialists as follows:

Work Experience and Certification	Equivalency
District Temporary Certification (Pursuant to Plans 1, 3, 4, 5, 6, or 7 of Florida Administrative Code Rule 6A-4.42) When Initially Hired by M-DCPS	Bachelor's Degree (AO Salary Schedule)



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Subsequently Attained
State Advanced Vocational
Certification

Master's
Degree

(Credential
Payment)

Subsequently Completed
36 Undergraduate,
Graduate, or Combination of
Undergraduate/Graduate Credits
in Vocational Teaching Field

Specialist
Degree

(Credential
Payment)

Subsequently Attained
Regular District Certificate,
Highest Level of Training:
Master's degree - Vocational

Doctorate
Degree

(Credential
Payment)

Employees initially hired in the above programs with a Bachelor's or higher degree from a standard institution with specialization in an occupational field are not eligible for payments authorized under this Provision.

Section 3. Salary Schedule


2012-2013 AO Salary Schedule - 10-Month Effective December 21, 2012

Step	
1	40,000
2	40,000
3	40,000
4	40,000
5	40,300
6	40,602
7	40,907
8	41,214
9	41,523
10	41,834
11	42,148
12	42,464
13	42,782
14	***
15	47,000

17	50,300

19	53,100
20	54,350
21	58,350
22	69,225

The Adult/Vocational schedule increases each step of the above schedule by 20 percent.

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~~The 12-month 250 day schedules shall be 3.85 percent less than the Adult/Vocational schedules.~~

~~Credential payments increase on the Adult/Vocational and 12-month 250 day schedules by 20 percent over the amount for credential payments on the 10-month schedule.~~

**SALARY SCHEDULE (CO)
CREDENTIAL PAYMENTS
(Added to Base Salary steps on AO Salary Schedule)**

Credential payments are as follows:



Master's Level	\$3,100
Specialist Level	5,150
Doctorate Level	7,200

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**MEMORANDUM OF UNDERSTANDING
2016 HEALTH INSURANCE PLAN**

Pursuant to Appendix D, Section 2.A.1. of the Labor Contract between Miami-Dade County Public Schools (M-DCPS) and the United Teachers of Dade (UTD), the parties have met through a number of collective bargaining sessions and have agreed to the health insurance plan contained in this Memorandum of Understanding (MOU) and as outlined in the attached 2016 Plan Design which includes Healthcare monthly premiums, contributions and subsidies and 2016 plan design changes effective January 1, 2016. This MOU addresses health insurance plan design, including levels of benefits and employer contribution levels.

1. M-DCPS and UTD agree to the attached 2016 Medical Plan Designs and Healthcare Monthly Premium Equivalents, Contributions and Subsidies for calendar year 2016.
2. M-DCPS and UTD agree that the 2016 Plan Medical Designs and Healthcare Monthly Premium Equivalents, Contributions and Subsidies will be effective January 1, 2016 through December 31, 2016.
3. The 2016 Medical Plan Designs will include benefit enhancements which will become effective on January 1, 2016 including all liquid preparations for colonoscopies with a zero (\$0) co-pay, and all anti-viral HIV medication to be placed on pharmacy tier 2.
4. M-DCPS and UTD agree that for the 2016 benefit year, an agreed upon salary band platform will be implemented with the Benefits Salary defined for teachers on the AO Salary Schedule and for Paraprofessionals/School Support Personnel on the U1 Salary Schedule and for Office Personnel the UO Salary Schedule. The Benefit Salary will be updated to meet current salary levels and will be determined for all employees annually on June 30 of each year. The Benefit Salary determines the employee and dependent healthcare premium contributions, as well as life insurance and disability payment levels. Prospectively, the salary band levels will be reviewed for indexing on a cycle of a three-year term, based upon an average of most recently published Consumer Price Index, All Urban Consumers (CPI-U), for the previous three-year period percentage change (December – December).
5. M-DCPS and UTD agree that in keeping with healthcare wellness initiatives, benefit eligible employees will be encouraged to register on www.mycigna.com. Additionally, benefit eligible employees will be encouraged to have an annual physical (preventative) at a physician of their choice and have biometric screenings (blood work) performed in order to complete the online Health Risk Assessment (HRA).
6. M-DCPS and UTD agree that M-DCPS shall continue to maintain its current "opt out" feature at \$100.00 per month, based upon certification of other group healthcare coverage.
7. M-DCPS and UTD agree to continue providing a debit card for use with the medical flexible spending account (FSA) at no charge to the employee. The maximum amount which can be put into the FSA is currently \$2550 per calendar year and is determined annually by the Internal Revenue Service (IRS).

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8. Employees who choose dependent coverage will enroll eligible dependents in the healthcare selection in which the employee is enrolled and provide all required documentation for their dependents. Failure to submit required documentation may result in termination of dependent coverage.
9. Employees who choose dependent coverage will have payroll deductions for such coverage as outlined in the attached Healthcare Monthly Premiums, Contributions and Subsidies chart effective January 1, 2016.
10. Employees will continue to be eligible for Group Term Life Insurance and Flexible Benefits as approved by the School Board on September 3, 2014 in Agenda Item-68 and on October 7, 2014 in Agenda Item E-68.
11. The School District will implement Health Care Bluebook, a transparency tool application approved by the School Board at its meeting of July 15, 2015, Agenda item E-66. This tool captures healthplan facility and provider costs, provides financial incentives for employees who choose to utilize the more cost effective facilities and providers. A listing of specific diagnoses and incentive payments that will be made available to employees who seek services at a "green" provider will be developed by the vendor and reviewed annually.
12. An additional healthplan offering consisting of a large deductible/consumer-driven healthcare option with a health savings account (HSA) component may be offered to benefit eligible employees effective for calendar year 2017 as negotiated.
13. During fiscal year 2015-2016 M-DCPS will issue an Invitation to Negotiate (ITN) with existing Tax Sheltered Annuity Providers IRC 403(b), including companies which are part of The Model Plan and Grandfathered Companies, pursuant to School Board Policy 6144.01, Supplemental Retirement Investment Programs. The results of the ITN will be reviewed jointly by M-DCPS and UTD in order to provide a recommendation to limit the number of offered companies to those companies which are offered through the Model Plan, plus an agreed upon maximum of non-Model Plan companies.
14. M-DCPS and UTD agree to conduct healthcare sub-committee meetings to discuss various issues on a quarterly basis. By mutual agreement, the sub-committee meetings may include all other bargaining unit representatives as well as representatives from employee associations and will review subjects including, but not limited to monthly financial dashboard for Fund 711, medical trends, transparency, wellness, etc.
15. This MOU is incorporated into the parties' current Collective Bargaining Agreement and is subject to the grievance and arbitration provisions therein.
16. This MOU is subject to ratification by members of the UTD bargaining unit and the School Board.

 8/21/15


DATED at Miami, Florida, this 21st day of August, 2015.

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

UNITED TEACHERS OF DADE

Ms. Perla Tabares Hantman Date
Chair

Mr. Fedrick C. Ingram Date
President

Dr. Lawrence S. Feldman Date
Vice Chair

Mr. Alberto M. Carvalho Date
Superintendent of Schools

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Mr. Walter J. Harvey Date
School Board Attorney

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MIAMI-DADE COUNTY PUBLIC SCHOOLS 2016 Medical Plan Designs

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Benefit	Triple Option				Local Plus	
	OAP20	OON	OAP10	OON	In-Network	OON
Deductible (Individual/Family)	In-Network \$750/\$1,500	OON \$1,500/\$3,000	In-Network \$750/\$1,500	OON \$1,500/\$3,000	In-Network \$750/\$1,500	OON \$1,500/\$3,000
Out of Pocket Max (Ind/Fam) (incl. deductible, copay)	\$4,000/\$8,000	\$8,000/\$16,000	\$4,250/\$8,500	\$8,500/\$17,000	\$4,000/\$8,000	\$8,000/\$16,000
Coinsurance Max	30%	50%	20%	40%	30%	50%
Primary Care Physician	\$30	50%	\$30	40%	\$20	50%
CCN Specialist Office Visit	\$50	50%	\$50	40%	\$50 for ALL	50%
Non-CCN Specialist	\$70	50%	\$70	40%	N/A	50%
Physician, Speech & Occupational Therapies	\$50	50%	\$50	40%	\$50	50%
Convenience Care Centers	\$15	50%	\$15	40%	\$10	50%
Urgent Care	\$70	\$70	\$70	\$70	\$70	\$70
Emergency Room	\$350/\$175	\$350/\$175	\$350/\$175	\$350/\$175	\$300/\$150	\$300/\$150
Mammography (Preventive & Diagnostic)	100%	50%	100%	40%	100%	50%
Colonoscopy (Preventive & Diagnostic) ¹	100%	50%	100%	40%	100%	50%
No Prescription Drug Deductible OR Out-of-Network Coverage						
Retail Drug Network						
Generic ³	\$15		\$20			\$15
Brand ⁴	\$45		\$50			\$40
Non-Preferred Brand	You pay 50% (\$105 min/\$160 max)		You pay 50% (\$105 min/\$160 max)			You pay 50% (\$100 min/\$150 max)
Mail Order Prescription (90 day supply)						
Generic Seven Drug Classes ²	\$15	N/A	\$20	N/A	\$15	N/A
Generic	\$30	N/A	\$40	N/A	\$30	N/A
Brand	\$90	N/A	\$100	N/A	\$80	N/A
Non-Preferred Brand	You pay 50% (\$210 min/\$320 max)		You pay 50% (\$210 min/\$320 max)			You pay 50% (\$200 min/\$300 max)

¹ Some services may need to be resubmitted due to non auto-adjudication
² Drug Classes Related to the following conditions: Asthma, Blood Pressure, Blood Thinner, Cholesterol, Diabetes, Osteoporosis, Prenatal Vitamins
³ Liquid Prep for all Colonoscopies will be covered at 100%
⁴ HIV prescriptions residing in Tier 3 will be available at the Tier 2 copay



MIAMI-DADE COUNTY PUBLIC SCHOOLS
Healthcare Monthly Premium Equivalents, Contributions and Subsidies
 Effective 1/1/2016

EMPLOYEE SALARY BANDS	OAP 10		OAP 20		LOCAL PLUS	
	MONTHLY PREMIUM	BOARD PAYS	MONTHLY PREMIUM	BOARD PAYS	MONTHLY PREMIUM	BOARD PAYS
Salary Band 1 (Under \$34,999K)						
Employee Only	\$692	\$574	\$656	\$646	\$10	\$10
EE + SP	\$1,669	\$1,307	\$1,585	\$1,417	\$168	\$168
EE + CH	\$1,379	\$1,089	\$1,310	\$1,188	\$122	\$122
EE + Family	\$2,648	\$2,041	\$2,514	\$2,188	\$326	\$326
Salary Band 2 (Over \$35K to \$54,999K)						
Employee Only	\$692	\$539	\$656	\$636	\$20	\$20
EE + SP	\$1,669	\$1,174	\$1,585	\$1,332	\$253	\$253
EE + CH	\$1,379	\$986	\$1,310	\$1,126	\$184	\$184
EE + Family	\$2,648	\$1,910	\$2,514	\$2,029	\$485	\$485
Salary Band 3 (Over \$55K to \$69,999K)						
Employee Only	\$692	\$518	\$656	\$626	\$30	\$30
EE + SP	\$1,669	\$1,056	\$1,585	\$1,183	\$402	\$402
EE + CH	\$1,379	\$896	\$1,310	\$1,018	\$292	\$292
EE + Family	\$2,648	\$1,694	\$2,514	\$1,740	\$774	\$774
Salary Band 4 (Over \$70K to \$89,999K)						
Employee Only	\$692	\$497	\$656	\$616	\$40	\$40
EE + SP	\$1,669	\$937	\$1,585	\$1,108	\$477	\$477
EE + CH	\$1,379	\$806	\$1,310	\$962	\$348	\$348
EE + Family	\$2,648	\$1,377	\$2,514	\$1,600	\$914	\$914
Salary Band 5 (Over \$90K)						
Employee Only	\$692	\$475	\$656	\$586	\$70	\$70
EE + SP	\$1,669	\$768	\$1,585	\$892	\$693	\$693
EE + CH	\$1,379	\$681	\$1,310	\$801	\$509	\$509
EE + Family	\$2,648	\$1,062	\$2,514	\$1,199	\$1,315	\$1,315
Coverage Tier						
Adult Dependent	OAP10 \$598	OAP20 \$546	LocalPlus \$550			

Handwritten signature and date: 5/12/15

**M-DCPS Proposal #17 (Revised)
(UTD, 2015)**

2015-2016 Unified Summative Rating (VAM & SPE Ratings) Percentages:

Component	%
VAM:	35
Professional Practices (Standards 2-8):	50
DPGT	15

As the Deliberate Practice Growth Target (DPGT) process is new for the 2015-16 school year, M-DCPS and UTD agree to collaboratively develop a well-defined rubric, including four performance levels – Highly Effective, Effective, Needs Improvement, and Unsatisfactory - to determine DPGT outcomes by December 14, 2015. To ensure that the new process is implemented with fidelity and encourages professional learning, the scoring for the 2015-16 school year and going forward will be as follows:

	Highly Effective	Effective	Developing/Needs Improvement or Unsatisfactory
SY 2015-16	15 percentage points	15 percentage points	0 percentage points
SY 2016-17 and beyond	TBD	TBD	TBD

As with earlier collectively bargained agreements, this score distribution will be revisited in subsequent years.

During the 2014-2015 negotiations, M-DCPS and UTD agreed to implement an IPEGS review process for the 2014-2015 school year. This process is subject to review and revision by the task force once the Unified Summative Ratings for instructional personnel have been completed. At that time, the task force will meet to review and make recommendations as appropriate.

[Handwritten signature] 8/21/15
88.

**M-DCPS/UTD Joint Proposal #1
(UTD, 2015)**

Article XVII - Paraprofessional/Associate Educator/School Support Personnel


Article XVIII - Office Employees

Establish a joint Board/Union committee regarding surplus protections and consolidation of job codes for paraprofessionals, associate educators, school support personnel, and office employees. Committee recommendations must be completed in a timely manner. The six member committee will consist of three representatives from M-DCPS and three from the Union.

Article XX – Teaching Conditions

Section 7: Planning/Preparation Periods

UTD and MDCPS support best educational practices in education and therefore agree to establish a joint committee regarding planning, collaborative planning, lesson study, and enhanced professional development opportunities, etc. Committee recommendations must be completed in a timely manner. The six member committee will consist of three representatives from M-DCPS and three from the Union.

 8/21/15
88.

**Management Proposal # 3 (Revised)
(UTD, 2015)**

Article XIV – Leaves/Vacation/Temporary Duty

Section 6. Voting Leave

The Board agrees, upon approval of the principal or supervising administrator, to allow an employee, up to two hours with pay to vote in each local primary and general election provided, however, that the maintenance of classroom instruction shall be given priority consideration in the approval, scheduling, and duration of such voting leave.

The location of the employee's precinct and the employee's work schedule shall be considered in scheduling such time off. The employee may be required to show proof of registration, prior to being granted voting leave.

When an election day falls on a District Professional Development Day, the employee will be permitted the last hour of the workday off to vote.

J. D. H. 8/6/15
J. D. H. August 8
2015

**M-DCPS PROPOSAL # 5
(UTD, 2015)**

ARTICLE XIV: LEAVES/VACATION/TEMPORARY DUTY



Section 15. Holiday Leave

G. Eligibility for Pay

1. ACTIVE STATUS: An employee must be in pay status (including paid absences) for at least one (1) day in the ten (10) day period preceding the holiday/recess and for at least one (1) day in the ten (10) day period following the holiday/recess to be eligible for holiday/recess pay.
2. INACTIVE STATUS: (BOARD APPROVED LEAVE) If an employee is on Board-approved leave and the effective date is prior to the holiday/recess, the employee is not entitled to holiday/recess pay. If the leave effective date is the first day after the holiday/recess, and if the employee is in pay status (including paid absences) for at least one (1) day in the ten (10) day period following the holiday/recess, then the employee is entitled to holiday/recess pay.
3. TERMINATED EMPLOYEES
 - a. Terminations (other than Retirements) – An employee must be in pay status (including paid absences) for at least one (1) day in the ten (10) day period preceding the holiday/recess and for at least one (1) day in the ten (10) day period following the holiday/recess to be eligible for holiday/recess pay. If the employee is NOT in pay status (including paid absences) after the holiday/recess, then he/she must be terminated effective the last work day prior to the holiday/recess, and is not entitled to holiday/recess pay.
 - b. Retired Status – An employee must be in pay status (including paid absences) for at least one (1) day in the ten (10) day period preceding the holiday/recess and for at least one (1) day in the ten (10) day period following the holiday/recess to be eligible for holiday/recess pay. The employee retirement date shall not be changed.

~~1. An employee who is present at his/her work location on approved annual leave, or approved sick leave without pay for nine days or less before the holiday, is eligible for holiday pay.~~

- ~~2. An employee who is not returning after the holiday/recess due to resignation, retirement or dismissal is to be terminated on his/her last workday prior to the holiday/recess. Terminated employees, where appropriate, will be paid a lapse time salary adjustment for that portion of the school year already worked.~~

 8/21/15


UTD Proposal # 6


ARTICLE XVII -- PARAPROFESSIONAL/ASSOCIATE EDUCATOR/SCHOOL SUPPORT PERSONNEL

Section 1. Paraprofessionals/Associate Educators

P. Consideration for Teaching Positions

1. A paraprofessional or associate educator holding a State of Florida teaching certificate, but who is not currently teaching, may apply for a teaching position through the Department of Instructional Staffing. If qualified to teach, the paraprofessional or associate educator shall be given special consideration for filling teacher vacancies in the employee's field of certification before consideration is given to new employees. Paraprofessionals and associate educators shall be considered on the basis of service with M-DCPS, quality of that service, and qualifications for the position being sought. The Office of Human Resources shall maintain a list of all paraprofessionals and associate educators meeting the Board-prescribed standards for hiring of teachers. Such list shall be made available to administrators responsible for selection of teacher personnel and to the Union, upon request.

2. A Paraprofessional II or III or Associate Educator holding a State of Florida teaching certificate may be employed as an interim teacher or probationary teacher. At the end of the interim or probationary teacher assignment, such employee shall be placed in a position similar to the position held prior to taking the teaching position if and where available. If position is unavailable the employee has recall rights to a paraprofessional or associate educator position. The right to return to a paraprofessional or associate educator position are waived if the employee is terminated for cause from the interim or probationary teaching assignment.

 8/21/15
E.A.

Management Proposal #8
(Revised response to UTD Counter)
(UTD, 2015)

Article XX: Teaching Conditions

Section 7. Planning/Preparation Periods

- A. As a part of the workday, all secondary teachers shall have one uninterrupted planning/preparation period daily of no less than one teaching period. Alternatively for schools that opt to implement or continue a Block Schedule, as part of the work week, teachers shall have one uninterrupted planning/preparation period on alternating instructional days, equal to two instructional periods during days of double period blocks. The process for implementation or continuation of the Block Scheduling will require at least 60% of the teachers present and voting affirmatively using secret ballots. The annual vote will be noticed at least five working days prior to the vote taking place at a regularly scheduled faculty meeting. The Principal or designee, in conjunction with the UTD Steward(s), shall conduct the vote and vote count in full view of the faculty. Schools conducting a vote shall complete a form agreed upon by the parties that provides date of vote, results of vote and signatures of the Principal and UTD Steward(s).


J. A. [unclear] 8/12/15
E. G. [unclear] 8/12/15

**Management Proposal # 7
(UTD, 2015)**

Article XX Teaching Conditions

Section 14. Uniforms for Instructional Employees

Full-time instructional employees who are required to wear uniforms (i.e., medical related field and culinary arts instructors) shall be ~~reimbursed~~ granted a taxable allowance for the cost of required uniforms in an amount not to exceed \$250 annually, to be paid no later than May 31st of each school year.

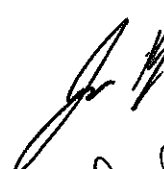
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SA.

**Management Proposal #9
(Revised, Counter to UTD Response)
(UTD, 2015)**

Article XXVI: Professionalization of Teaching/Education

Section 6

- III. The ~~waiver~~ process for implementation or continuation of the SSRI will require at least 66% of the teachers present and voting affirmatively using secret ballots. The vote will be noticed at least five working days prior to the vote taking place at a regularly scheduled faculty meeting. The Principal or designee, in conjunction with the UTD Steward(s), shall conduct an annual vote and vote count in full view of the faculty. Schools conducting a vote shall complete a form agreed upon by the parties that provides date of vote, results of vote and signatures of the Principal and UTD Steward(s).

 8/12/15
J.C.F. 8/20/15

**UTD Counter to MDCPS Proposal #11
(UTD, 2015)
(Counter to UTD Proposal #2)**

APPENDIX A – GRIEVANCE PROCEDURE

E. Implementation


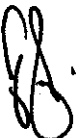
ARBITRATION

If the employer and the bargaining agent fail to resolve the grievance, the grievance may be submitted to final and binding disposition by an impartial neutral, mutually selected by the parties.

Nothing contained in this Appendix or elsewhere in this Agreement shall be construed to permit the Union to file an issue for arbitration unless, by mutual consent, the grievance has not been processed through applicable steps of the grievance procedure.

1. Notice of intent to submit the grievance to arbitration shall be communicated, in writing, by the bargaining agent to Labor Relations within ~~five~~ forty-five days of the decision at Step III.

4. Within 10 days after written notice of submission to arbitration, the parties will attempt to agree upon a mutually-acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of arbitrators may be made to the Federal Mediation Conciliation Service (FMCS) or the American Arbitration Association (AAA) by either party. The parties will be bound by the rules and procedures of the FMCS in the selection of an arbitrator and the holding and conducting of an arbitration hearing. If the act of scheduling the initial arbitration date is not completed within 180 calendar days of the notice of intent to submit the grievance to arbitration, the grievance will be considered withdrawn unless both parties agree to an extension. Changes to this provision shall apply to grievances submitted to arbitration on or after ratification.

 8/21/12


UTD Proposal # 4

Appendix G – Sick Leave Bank


Section 3. Initial Membership / Re-enrollment Requirements

Only unit members who are full-time employees who have been employed full-time for at least one year and who have sick leave accrual of five days or more at the time of enrollment may enroll in the UTD Sick Leave Bank by contributing one day to the Sick Leave Bank. ~~Unit members who contributed one day to the Sick Leave Bank when it was first established shall automatically be reinstated as members at this time.~~

Additionally, full-time employees who meet the Sick Leave Bank requirements listed above shall also be eligible to contribute any number of sick leave days to the bank provided contributing employee will have 30 or more sick leave days remaining after that contribution. Employees may contribute days to the Sick Leave Bank in general or he/she may direct the ~~bank district~~ to contribute such days to another ~~member of the Sick Leave Bank~~ full time MDCPS employee who has exhausted all Hardship Leave, Dire Emergency Leave Sick Leave Days and Sick Leave Bank eligibility (if any) days. Transfer of sick leave days between employees outside of the Sick Leave Bank shall be governed by state statute and MDCPS Policy.

Section 4. Withdrawal Procedures

- A. Participating members who meet the following criteria may apply for withdrawal of days from the UTD Sick Leave Bank after:
1. exhaustion of all personal sick leave days.
 2. confinement for 10 working days or more without pay.
- B. All applications are subject to final approval by the UTD Sick Leave Bank Committee. The maximum number of Sick Leave Bank days that may be approved for any participating member is 30 Sick Leave Bank days per enrollment 12-month period. Once an applicant has received 30 Sick Leave Bank days, they will be removed from the Sick Leave Bank. Any employee removed from the Sick Leave Bank may re-enroll per the provisions of Section 3 above 12 months after being removed from the Sick Leave Bank.
- C. All UTD Sick Leave Bank claims should be made within one year of the conclusion of the confinement period; and only days not covered by leave days will be considered for eligibility.
- D. The word "confinement," as used in C. above, means medical restriction requiring isolation from the work place, not physical enclosure. Documentary evidence certifying that the illness necessitates confinement must be presented to the Committee by a licensed physician.

 8/21/15
