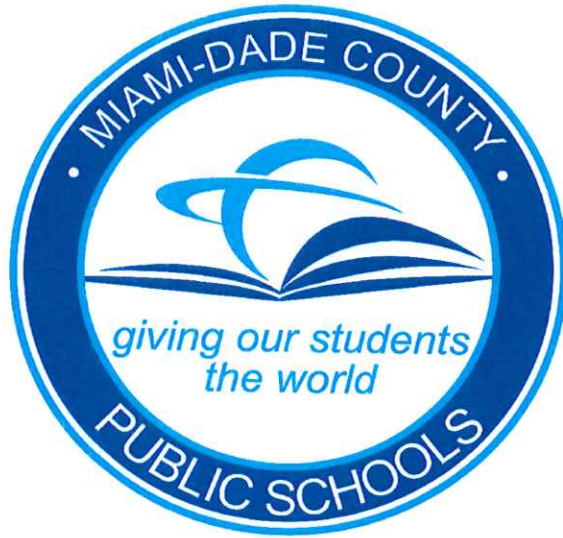


UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD
M-DCPS
UTD

TENTATIVE AGREEMENT 2017-2020 SUCCESSOR CONTRACT

Effective July 1, 2017 through June 30, 2020



The attached is the tentative agreement of changes to the parties existing collective bargaining agreement 2015-2017. All provisions of the existing contract which have not been specifically modified by this Tentative Agreement shall continue and be incorporated in the full 2017-2020 successor contract.

Miami-Dade County Public Schools

United Teachers of Dade

A blue ink signature of Dawn M. Baglos.

Dawn M. Baglos
Administrative Director
Office of Labor Relations

A blue ink signature of Karla Hernandez-Mats.

Karla Hernandez-Mats
President

10/30/17
Date

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 years, provided:
1. The terms and conditions of this agreement, effective July 1, 2017, shall continue until midnight, June 30, 2020, except as specifically set forth in this agreement.
 2. By service of written notice on the other party, prior to April 1, 2018, 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 2017-2018 fiscal year, UTD agrees to renegotiate the economic provisions of this Agreement for the 2017-2018 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.

10/30/17

10/30/17

This Contract shall continue in full force and effect until June 30, 2020.

Dated at Miami, Florida, this ____ day of _____, 2017.

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

UNITED TEACHERS OF DADE

Dr. Lawrence S. Feldman Date
Chair

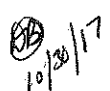

Ms. Karla Hernandez-Mats Date
President

Dr. Marta Pérez 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

**MEMORANDUM OF UNDERSTANDING
2018 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 agreed to the strategies contained in this Memorandum of Understanding (MOU) including but not limited to the attached 2018 Healthcare monthly premiums, contributions and subsidies effective January 1, 2018.

1. M-DCPS and UTD agree to the attached 2018 Healthcare Monthly Premium Equivalents, Contributions and Subsidies for calendar year 2018.
2. For Calendar Year 2018, there will be no changes to employee cost share, and dependent premium to the Cigna LocalPlus Plan, Cigna OAP 20 & Cigna OAP 10 for employees hired prior to January 1, 2018.
3. M-DCPS and UTD agree that plan designs for both the Cigna LocalPlus and OAP 20 plans will remain the same with the exception of the following enhancements:
 - Reduce Urgent Care Center Co-pay by \$15.00
 - Reduce Seven Classes of Generic Drug Co-pay to \$0.00
 - Reduce Physical Therapy, Speech Therapy, and Occupational Therapy Co-pay by \$15
4. For Calendar Year 2018, following a 90-calendar day waiting period new hires will be eligible for healthcare, life insurance and short term disability. Coverage for new employees, health, life and short term disability would be effective on the 91st day. Additionally, employee-paid benefits will be effective the first of the month following the first payroll deduction. M-DCPS will work collaboratively with UTD to define the period of eligibility for re-hired employees who will not be subject to the 90-calendar day waiting period. If no agreement is reached within 120 days from the date of full ratification, re-hired instructional personnel shall be exempt from this provision for a period of six months.
5. New hires will continue to be enrolled in the Cigna LocalPlus Plan from date of hire through the end of the calendar year and may be able to enroll in a plan of their choice, other than Cigna OAP 10, in the following plan year after satisfying 12 months of continuous employment in a benefits-eligible position.
6. For Calendar Year 2018, the "Spousal Surcharge" will apply if an employee's spouse/domestic partner has coverage available from their own employer and enrolls in a M-DCPS Health Plan. If so, an additional annual surcharge of \$500 will be charged to the employee and deductions will be taken on a per pay basis.
7. M-DCPS and UTD agree that for the 2018 benefit year, the agreed upon salary band platform, which was implemented in 2016 will remain in place with the benefits salary defined for teachers on the AO Salary Schedule and for the Paraprofessionals/School Support Personnel on the U1 Salary Schedule and for Office Personnel, the UO Salary Schedule. Benefit salaries will be updated every October 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 bands will be reviewed for indexing on a cycle of a three-year term, from when the salary bands platform was implemented in

ESB 10/30/17

JA
10/30/17

2016, 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).

8. For Calendar Year 2018, there will be new rates for dependent subsidies for employees hired in a benefits eligible position on or after January 1, 2018 as set forth in the attached New Employee Subsidy Table.
9. 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).
10. M-DCPS and UTD agree that M-DCPS shall continue to maintain its current "opt out" feature at \$100.00 per month, based upon evidence of other group healthcare coverage.
11. 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 \$2,600 per calendar year and is determined annually by the Internal Revenue Service (IRS).
12. 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 will result in termination of dependent coverage.
13. Employees will continue to be eligible for Group Term Life Insurance and Flexible Benefits as approved by the School Board on October 11, 2017, Agenda Item E-67.
14. M-DCPS will continue its use of Health Care Blue Book (HCBB) as the Transparency Tool application approved by the School Board at its meeting of July 15, 2015, Agenda Item E-66. M-DCPS and UTD will continue to work through the Healthcare Sub-Committee to identify ways to educate employees on use of the HCBB tool in order to maximize the use of the tool to incentivize employees towards the "Green" providers as those with the best quality and lowest facility costs.
15. An additional healthplan offering such as 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 2019 if mutually agreed upon.
16. 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.
17. M-DCPS and UTD agree to work jointly on healthcare and wellness educational strategies that will be implemented throughout calendar year 2018. Additionally, the parties agree that for calendar year 2019 all employees will be asked to re-enroll.
18. This MOU is incorporated into the parties' current Collective Bargaining Agreement and is subject to the grievance and arbitration provisions therein.

 10/30/17

 10/30/17

19. This MOU is subject to ratification by members of the UTD bargaining unit and the School Board.
20. Savings associated with the UTD bargaining unit resulting from the changes contained within this Memorandum of Understanding shall be applied to the UTD bargaining unit salary increases.

DATED at Miami, Florida, this _____ day of _____ 2017.

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

UNITED TEACHERS OF DADE

Mr. Lawrence S. Feldman Date
Chair

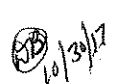
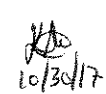
Ms. Karla Hernandez-Mats Date
President

Dr. Marta Pérez 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

 10/30/17
 10/30/17



MIAMI-DADE COUNTY PUBLIC SCHOOLS
Proposed Healthcare Monthly Premium Equivalents, Contributions and Subsidies
Effective 1/1/2018
2018 Premium Rates for Employees Hired Before 1/1/2018

EMPLOYEE SALARY BANDS	2018 Rates											
	OAP 10				OAP 20				LOCAL PLUS			
	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYS	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYS	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYS	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYS
Salary Bands 1 (Under \$35K)												
Employee Only	\$757	\$628	\$129	\$718	\$708	\$10	\$717	\$717	\$717	\$717	\$0	
EE + SP/DP	\$1,826	\$1,430	\$396	\$1,734	\$1,566	\$168	\$1,732	\$1,574	\$1,58			
EE + CH	\$1,509	\$1,192	\$317	\$1,433	\$1,311	\$122	\$1,431	\$1,320	\$111			
EE + Family	\$2,897	\$2,233	\$664	\$2,750	\$2,424	\$326	\$2,746	\$2,431	\$315			
Spouse/Domestic Partner Surcharge	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67			
Salary Bands 2 (Over \$35K to \$54K)												
Employee Only	\$757	\$590	\$167	\$718	\$698	\$20	\$717	\$717	\$717	\$717	\$0	
EE + SP/DP	\$1,826	\$1,284	\$542	\$1,734	\$1,481	\$253	\$1,732	\$1,500	\$232			
EE + CH	\$1,509	\$1,079	\$430	\$1,433	\$1,249	\$184	\$1,431	\$1,268	\$163			
EE + Family	\$2,897	\$1,980	\$917	\$2,750	\$2,265	\$485	\$2,746	\$2,282	\$464			
Spouse/Domestic Partner Surcharge	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67			
Salary Bands 3 (Over \$55K to \$69K)												
Employee Only	\$757	\$567	\$190	\$718	\$688	\$30	\$717	\$717	\$717	\$717	\$0	
EE + SP/DP	\$1,826	\$1,154	\$672	\$1,734	\$1,332	\$402	\$1,732	\$1,389	\$343			
EE + CH	\$1,509	\$981	\$528	\$1,433	\$1,141	\$292	\$1,431	\$1,189	\$242			
EE + Family	\$2,897	\$1,744	\$1,153	\$2,750	\$1,976	\$774	\$2,746	\$2,060	\$686			
Spouse/Domestic Partner Surcharge	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67			
Salary Bands 4 (Over \$70K to \$89K)												
Employee Only	\$757	\$544	\$213	\$718	\$678	\$40	\$717	\$717	\$717	\$717	\$0	
EE + SP/DP	\$1,826	\$1,025	\$801	\$1,734	\$1,257	\$477	\$1,732	\$1,296	\$436			
EE + CH	\$1,509	\$882	\$627	\$1,433	\$1,085	\$348	\$1,431	\$1,124	\$307			
EE + Family	\$2,897	\$1,507	\$1,390	\$2,750	\$1,836	\$914	\$2,746	\$1,874	\$872			
Spouse/Domestic Partner Surcharge	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67			
Salary Bands 5 (Over \$90K)												
Employee Only	\$757	\$520	\$237	\$718	\$648	\$70	\$717	\$717	\$717	\$717	\$0	
EE + SP/DP	\$1,826	\$840	\$986	\$1,734	\$1,041	\$693	\$1,732	\$1,203	\$529			
EE + CH	\$1,509	\$745	\$764	\$1,433	\$924	\$509	\$1,431	\$1,059	\$372			
EE + Family	\$2,897	\$1,162	\$1,735	\$2,750	\$1,435	\$1,315	\$2,746	\$1,689	\$1,057			
Spouse/Domestic Partner Surcharge	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67			

OAP 10 OAP 20 Local Plus
 2018 Adult dependent Rate \$643 \$610 \$609

10/30/17
 10/30/17
 Committed hv Ann 10/30/17

2018 Premium Rates for Employees Hired Before 1/1/2018



MIAMI-DADE COUNTY PUBLIC SCHOOLS
Proposed Healthcare Monthly Premium Equivalents, Contributions and Subsidies
Effective 1/1/2018
2018 Premium Rates for Employees Hired On and After 1/1/2018

EMPLOYEE SALARY BANDS	2018 Rates												
	OAP 10				OAP 20				LOCAL PLUS				
	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYS		MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYS		MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYS		
Salary Bands 1 (Under \$35K)													
Employee Only	\$757	\$628	\$129		\$718	\$708	\$10		\$717	\$717	\$0		
EE + SP/DP	\$1,826	\$1,189	\$637		\$1,734	\$1,309	\$425		\$1,732	\$1,317	\$415		
EE + CH	\$1,509	\$1,023	\$486		\$1,433	\$1,130	\$303		\$1,431	\$1,139	\$292		
EE + Family	\$2,897	\$1,751	\$1,146		\$2,750	\$1,909	\$841		\$2,746	\$1,917	\$829		
Spouse/Domestic Partner Surcharge	\$41.67	\$0	\$41.67		\$41.67	\$0.00	\$41.67		\$41.67	\$0	\$41.67		
Salary Bands 2 (Over \$35K to \$54K)													
Employee Only	\$757	\$590	\$167		\$718	\$698	\$20		\$717	\$717	\$0		
EE + SP/DP	\$1,826	\$1,076	\$750		\$1,734	\$1,246	\$488		\$1,732	\$1,265	\$467		
EE + CH	\$1,509	\$932	\$577		\$1,433	\$1,084	\$349		\$1,431	\$1,103	\$328		
EE + Family	\$2,897	\$1,563	\$1,334		\$2,750	\$1,795	\$955		\$2,746	\$1,812	\$934		
Spouse/Domestic Partner Surcharge	\$41.67	\$0	\$41.67		\$41.67	\$0.00	\$41.67		\$41.67	\$0	\$41.67		
Salary Bands 3 (Over \$55K to \$69K)													
Employee Only	\$757	\$567	\$190		\$718	\$688	\$30		\$717	\$717	\$0		
EE + SP/DP	\$1,826	\$978	\$848		\$1,734	\$1,139	\$595		\$1,732	\$1,187	\$545		
EE + CH	\$1,509	\$857	\$652		\$1,433	\$1,005	\$428		\$1,431	\$1,047	\$384		
EE + Family	\$2,897	\$1,391	\$1,506		\$2,750	\$1,590	\$1,160		\$2,746	\$1,657	\$1,089		
Spouse/Domestic Partner Surcharge	\$41.67	\$0	\$41.67		\$41.67	\$0.00	\$41.67		\$41.67	\$0	\$41.67		
Salary Bands 4 (Over \$70K to \$89K)													
Employee Only	\$757	\$544	\$213		\$718	\$678	\$40		\$717	\$717	\$0		
EE + SP/DP	\$1,826	\$881	\$945		\$1,734	\$1,083	\$651		\$1,732	\$1,122	\$610		
EE + CH	\$1,509	\$781	\$728		\$1,433	\$963	\$470		\$1,431	\$1,002	\$429		
EE + Family	\$2,897	\$1,218	\$1,679		\$2,750	\$1,489	\$1,261		\$2,746	\$1,527	\$1,219		
Spouse/Domestic Partner Surcharge	\$41.67	\$0	\$41.67		\$41.67	\$0.00	\$41.67		\$41.67	\$0	\$41.67		
Salary Bands 5 (Over \$90K)													
Employee Only	\$757	\$520	\$237		\$718	\$648	\$70		\$717	\$717	\$0		
EE + SP/DP	\$1,826	\$744	\$1,082		\$1,734	\$923	\$811		\$1,732	\$1,057	\$675		
EE + CH	\$1,509	\$677	\$832		\$1,433	\$841	\$592		\$1,431	\$956	\$475		
EE + Family	\$2,897	\$969	\$1,928		\$2,750	\$1,199	\$1,551		\$2,746	\$1,397	\$1,349		
Spouse/Domestic Partner Surcharge	\$41.67	\$0	\$41.67		\$41.67	\$0.00	\$41.67		\$41.67	\$0	\$41.67		

OAP 10 OAP 20 Local Plus
 2018 Adult dependent Rate \$643 \$610 \$609

10/30/17

Completed By Aon, 10/22/2017

2018 Premium Rates for Employees Hired On or After 1/1/2018

UTD/MDCPS 2017-2020 Successor Contract

UTD Proposal #2

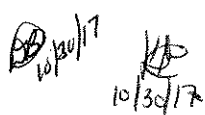
Article XVII

Section 2. School Support Personnel

S. Consideration for Teaching Positions

1. A school support employee 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 school support employee shall be given special consideration for filling teacher vacancies in the employee's field of certification before consideration is given to new employees. School support employees 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 school support employees 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 school support employee 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 a position is unavailable the employee has recall rights to a school support employee position. The right to return to a school support employee position is waived if the employee is terminated for cause from the interim or probationary teaching assignment.

Handwritten initials and dates: "10/20/17" and "10/30/17".

UTD/MDCPS 2017-2020 Successor Contract

UTD Proposal #3

Article XVIII

Section 21. Consideration for Teaching Positions

1. A clerical employee 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 clerical employee shall be given special consideration for filling teacher vacancies in the employee's field of certification before consideration is given to new employees. Clerical employees 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 clerical employees 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 clerical employee 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 a position is unavailable the employee has recall rights to a clerical employee position. The right to return to a clerical employee position is waived if the employee is terminated for cause from the interim or probationary teaching assignment.

RB
10/30/17

RB
10/30/17

**UTD Counter to
MDCPS Proposal #7
(UTD, 2017)**

**ARTICLE XII – HIRING, ASSIGNING AND TRANSFERRING INSTRUCTIONAL
PERSONNEL**

Section 2. Teacher Certification

- D. It is the express intent of the Board and the Union that teachers shall be assigned in the fields for which they are certified. Principals, therefore, have the responsibility to ensure that teachers who are hired for a school assignment are appropriately certified for such assignment. Furthermore, it is the responsibility of the principal, in assigning or scheduling teachers, to ensure that appropriate certification is held by the teacher to be assigned or scheduled. Verification of certification held by a teacher or verification of certification in process shall be requested by the principal, when necessary, from the Office of Human Resources. It is the responsibility of professionals to maintain their certification in the area of their primary teaching assignment for the duration of the school year. Failure to do so may result in reassignment to an available position for the teacher qualifies at another location.

 10/20/17


10/30/17

UTD Proposal #16
Counter to M-DCPS PROPOSAL # 9
(UTD, 2017)

ARTICLE XVI — SUMMER EMPLOYMENT

Section 1. Rules and Procedures for Summer Employment – Teachers

- A. All currently employed instructional staff members, including counselors, are eligible to apply for summer employment. It is the intent of the parties to offer summer employment to the maximum number of eligible teachers and counselors.

- B. In selecting teaching staffs for the summer, employment shall be offered, first to those teachers who have submitted the appropriate application, on or before the established deadline, are certified in the subject area or at the level in which selected to teach, and who have three (3) years of teaching experience. In accordance with Florida State Statutes, teachers hired to teach retained students or students participating in the district's summer reading camp must have received a Highly Effective rating in their most recently available final summative teacher performance evaluation.

- C. Special consideration shall be given to: teachers seeking summer employment whose schools are closed during the summer session.

- D. The principal responsible for staffing a summer school program shall offer a teaching position on the summer school faculty to the Union steward/officer of the summer school site's regular faculty, provided the steward/officer is certified in a program to be offered in the summer and meets all eligibility requirements delineated in (B) above. The principal shall give consideration for summer employment to other Union stewards/officers of the summer school site's regular faculty, provided the steward/officer is certified in a program to be offered in the summer. Nothing herein shall require the principal to hire more than one Union steward/officer.

JB 10/30/17

JB
10/30/17

M-DCPS PROPOSAL # 3
(UTD, 2017)


ARTICLE XIV—LEAVES/VACATION/TEMPORARY DUTY

Section 20. Extended Leave Without Pay

C. Personal Leave Without Pay

1. Full-time employees, upon request, shall be granted personal leave without pay for a period of up to two years. The total number of such leaves granted during any school year shall not exceed two percent of the employees in the bargaining unit. If requests for such leave exceed two percent, leaves will be granted upon review by the Superintendent or his/her designee.
2. In the absence of notice, an employee who fails to return at the expiration of such leave shall be considered to have terminated employment with the M-DCPS.
3. Such leave may be granted for one of the following reasons:
 - a. to serve in the U.S. Government agency sponsored volunteer or service programs;
 - b. to fill one full-time position on the Union's staff;
 - c. to extend no more than one parental leave;*
 - d. to participate in an overseas exchange teacher program;
 - e. settlement of family estates;
 - f. severe family hardships;
 - ~~g. professional improvement;~~
 - ~~gh.~~ voluntary enlistment in the National Guard or in any branch of the military service not requiring more than one year of service;
 - hi. recuperation and regeneration;* and
 - ij. temporary relocation of residence outside of South Florida, which could result in severe family hardship.*

*In letters c, hi, and ij above, eligible unit members may be granted personal leave without pay for each of these reasons only once.

 10/30/17

 10/30/17

**M-DCPS PROPOSAL #4b
(UTD, 2017)**

ARTICLE XIV -- LEAVES/ VACATION/TEMPORARY DUTY

Section 20. Extended Leave Without Pay

G. ~~Extended~~ Professional Leave Without Pay (Non-Study)

1. Teachers participating in the ~~extended~~ professional leave without pay (EPLWP) shall retain their contract status during the course of the leave and subsequent to their return from approved leave.
2. The EPLWP must commence on the first instructional personnel reporting day of each school year. The leave is for the complete school year and the employee has no right to return early from the leave.
3. Teachers participating in the ~~extended~~ professional leave without pay will not be provided Board-paid benefits including life insurance, health insurance and short term disability and flex benefits. Teachers may opt to purchase Board approved health insurance, dependent coverage, dental and vision benefits for up to 18 months under COBRA. Teachers who are added for dependent coverage under the health insurance benefit of another M-DCPS employee, will not be permitted to work for another employer.
4. Teachers with open or pending investigative/disciplinary matters or cases, on alternate assignment, Support Dialogue, Performance Improvement Plan, or who have received a notice of layoff, will not be eligible for the ~~extended~~ professional leave without pay.
5. Teachers participating in ~~the extended~~ professional leave without pay must provide a written statement of their intent to extend to another category of leave, if eligible, return, retire or resign by May 1st or they will forego their right to return to a position within the school district. Teachers who elect to return may not request an additional Extended Leave Without Pay for three years from the date of their return.
6. Teachers on approved ~~extended~~ professional leave without pay shall maintain employment rights, subject to the provisions above, to the same position held prior to the beginning date of the leave, if available, or to an equivalent position as defined in Article XIV, Section 20 (A)(3).

(Handwritten initials)
10/30/17

(Handwritten initials)
10/30/17

**M-DCPS PROPOSAL #5
(UTD, 2017)**

ARTICLE XIV -- LEAVES/ VACATION/TEMPORARY DUTY

Section 20. Extended Leave Without Pay

F. ~~Extended~~ Professional Leave

1. ~~Extended~~ professional leave is leave without pay granted in excess of 30 days. Upon return, the employee shall be assigned to an equivalent position in accordance with his/her area(s) of certification. An employee may not receive in excess of two ~~consecutive~~ years of ~~extended~~ professional leave, which is approved one year at a time. An employee granted ~~extended~~ professional leave may engage in activities for which no college credit is granted, including fulltime employment, provided it is determined by the Superintendent or his/her designee that these activities will enhance his/her professional competence. If approved for full-time employment, an employee shall not receive any fringe benefits provided by the M-DCPS.

JB
10/30/17


JB
10/30/17

M-DCPS PROPOSAL # 8
(UTD, 2017)

ARTICLE XIV—LEAVES/VACATION/TEMPORARY DUTY

Section 14. Short-Term Professional Leave

- A. Any full-time teacher may be granted three weeks of Short-Term Professional Leave with compensation, during any school year when school is not in session, with such leave cumulative for not more than two years, in accordance with Florida Statutes and State Board Rules, provided that one is under contract during this period and, further provided, that such leave is approved, in writing, by the principal of the school for personnel under his/her supervision and by the Superintendent or his/her designee, and such approval shall not be arbitrarily withheld. School is construed to be in session starting with the first day of the 180-day school term for pupils in the fall and ending with the last day the pupils are required to be in school in the spring.
- B. Short-Term Professional Leave for such personnel not under the supervision of a principal shall be approved by the Superintendent or such person as he/she may designate.
- C. Employees who are elected to public office may request Short-Term Professional Leave with pay for release time directly related to their attendance at official functions of the elected body. Such leave shall be granted in half or full day increments, and the daily rate of the salary for their elected position shall be deducted from their school system pay for such leave.

 10/30/17

 10/30/17

**M-DCPS Proposal #10C
(UTD, 2017)
Counter to UTD Proposal #9**

ARTICLE XIII – EVALUATION

Section 5. Annual Contracts

For all teachers not holding a Professional Service Contract (PSC) or a Continuing Contract (CC):

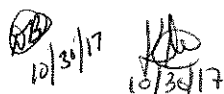
The rating of developing is an acceptable rating during the first three years of employment. Appropriate professional support and assistance per the IPEGS manual will be provided.

Employees who complete their probationary year rated as effective or highly effective ~~shall have their annual contract renewed.~~ will be recommended to the School Board for an annual contract by the Superintendent.

Employees on annual contract, rated as effective or highly effective, ~~who complete the second year rated as effective or highly effective shall have their annual contract renewed.~~ will be recommended to the School Board for an annual contract by the Superintendent.

~~After three years, employees who have maintained a rating of effective or highly effective for two out of three years shall have their annual contract renewed.~~

Notwithstanding any provision in this article, annual contract employees, irrespective of any evaluation process or rating, shall remain subject to non-reappointment actions for a period of three years from date of hire as outlined in the OPS Procedures Manual.


10/30/17 10/30/17

**M-DCPS Proposal #11
(Counter to UTD #11, 2017)**

**2016-2017 Pilot Procedures to Request the Review of IPEGS Ratings for
Performance Standards 2-8
Teacher***

- The professional and the evaluator hold the provisional Summative Performance Evaluation (SPE) meeting as prescribed in the IPEGS Procedural Handbook. (IPEGS standing procedure)
- If, after the provisional SPE meeting discussion, the professional feels there is additional evidence meriting an adjustment to his/her rating on a particular standard, s/he can provide supplemental documentation to the provisional SPE as per the IPEGS standing procedures.
- The site administrator will review the supplemental documentation for its impact on the particular rating(s) under review and adjust, if merited (IPEGS standing procedure) no later than the last day of the school year for professionals.

To participate in the 2016-2017 Review Process, ALL documents are due by 4:30 p.m. five (5) working days after the employee's work year is over. the close of the business day on Friday, June 16, 2017

- Following this review, if the professional disagrees, s/he may request a review of a maximum of three (3) standards per evaluation year in the following manner:
 - The professional must assemble and submit supporting documents along with the Request to Review IPEGS Performance Standards Rating(s) Form ~~by the close of the business day Friday, June 16, 2017~~. As part of this documentation packet, a copy of the signed and dated provisional SPE form **MUST** be included.
 - The Request to Review IPEGS Performance Standards Rating(s) Form, SPE form, and all supporting documents must be submitted to the site administrator/designee. Each page of the documentation packet submitted must be initialed and dated by both the site administrator/designee and the professional. A total page count, inclusive of the Request to Review IPEGS Rating(s) Form and the signed and dated provisional SPE form, must be included on the Request to Review IPEGS Performance Standards Rating(s) Form. A copy of the submitted packet, inclusive of signature(s), dates, and initials will be provided to the professional at the time of submission. When sent electronically, the documents must be in Portable Document Format (PDF) and sent to the principal via official M-DCPS email address with a return receipt notification.
 - Upon submission, with signatures/initials and dates, nothing may be added or removed from the Request to Review IPEGS Performance Standards Rating(s) Form documentation packet. If submitted electronically, the return receipt notice timestamp will be used in lieu of the signatures/initials, dates, and page count in the submitted documentation packet.
- Upon receipt of the Final Summative Performance Evaluation Rating, inclusive of Performance Standard 1: Learner Progress, if a Request to Review IPEGS Performance Standards Rating(s) has the potential to change the Final Summative Performance Evaluation Rating, the process will move forward in the following manner and **all meetings will be scheduled expeditiously by mutual agreement:**
 - **Level I:** The site administrator, an additional administrator, the professional, and a representative meet to formally review and discuss the documents included in the Request to Review IPEGS Performance Standards Rating(s) Form Documentation packet.
 - Within seven (7) calendar days of the meeting with the professional, the site administrator makes a determination and notifies the professional via email, with a *Return Receipt Request* of the outcome.
 - Within seven (7) calendar days of receiving the outcome via email, if the professional decides to move to Level II, s/he must inform the principal/designee of the intent to move the Level II via email with a *Return Receipt Request*.
 - Within Seven (7) calendar days of receiving the professional's email indicating the intent to move to a Level II, the principal/designee will move the documentation packet, including the Request to Review IPEGS Performance Standard(s) Rating(s) Form with the completed Level 1 resolution to the Region Superintendent/designee.
 - **Level II:** The Request to Review IPEGS Performance Standards Rating(s) Form documentation packet is reviewed at the Region with the professional and up to two (2) representatives.
 - Within seven (7) calendar days of this review, the Region Superintendent/designee and site administrator will confer to determine the outcome and notify the professional via email, with a *Read Receipt Request*.
 - Within seven (7) calendar days of receiving the outcome via email, if the professional decide to move to Level III, s/he must inform the principal/designee of the intent to move to Level III via email with a *Return Receipt Request*.
 - Within seven (7) days of receiving the professional's email indicating the intent to move to a Level III, the principal/designee will move the documentation packet, including the Request to Review IPEGS Performance Standards Rating(s) Form with the completed Level II resolution to the Deputy Superintendent/Chief Operating Officer School Operations/designee.
 - **Level III:** The Request to Review IPEGS Performance Standards Rating(s) Form documentation packet is reviewed by the Deputy Superintendent/Chief Operating Officer School Operations/designee, the professional with up to two representatives.
 - Within seven (7) calendar days of receiving the Deputy Superintendent/Chief Operating Officers' recommendation, the principal/designee will notify the professional of the recommendation and outcome via email with a *Return Receipt Request*.

*The professional may not be represented by an attorney at any level of the review process.
The professional may withdraw the request at any point in the review process.*

Note 1: Any professional documented under the 90 calendar day performance process for the year being considered for review is not eligible for the IPEGS Request to Review IPEGS Performance Standards Rating(s) process.

Note 2: The IPEGS review process will only be available to an employee if changing the rating will impact the employee's final rating. The IPEGS review process will not be subject to arbitration.

* Instructional Support and Student Services will be modified accordingly.

Revised 06/2017

RB 10/31/17
10/31/17

**M-DCPS PROPOSAL #12
(Counter to UTD Proposal #6, 2017)**

ARTICLE XXI – Employee Rights and Due Process

Section 2. Employee Rights

C. Family Relationships

Permanent employees of the school system shall not be prohibited from working at the same work location because they are members of the same family. In addition, the Board agrees the employees who wish to enroll their children at the same worksite where they are employed shall not be prohibited from doing so. All requests must be submitted through the Parent Choice Student Transfer process and are subject to the provisions outlined in Board Policy 5131. Preference for Controlled Open Enrollment or Parent Choice Student Transfers shall be given to employees of the school system. Admission to magnet schools is provided for under Board Policy 2370. Approval will not be arbitrarily denied. Denials based on special entry requirements or excessive overcrowding at the location will not be considered arbitrary. Children of employees who are unable to enroll at the employee's worksite for any reason shall be eligible to enroll at an adjacent school through the Parent Choice Student Transfer process. ~~with the approval of the Regional Center Superintendent~~

(Signature)
10/30/17

(Signature)
10/30/17

**M-DCPS Proposal #13
(UTD, 2017)**

APPENDIX D -- COMPENSATORY BENEFITS

Section 2. Insurance and Other Benefits

A. Health Insurance

1. Health insurance benefits will be provided to all eligible full-time employees. The School Board will negotiate annually with UTD to determine plan design and employer contribution levels.

The specific terms of the annual health insurance plan are outlined in the Memorandum of Understanding (MOU) executed by the parties, and said MOU is incorporated herein and made a part of this collective bargaining agreement and is subject to the grievance/arbitration procedures as defined in Appendix A of this collective bargaining agreement. The annual health insurance plan is subject to change in future calendar years, after the parties engage in negotiations pursuant to Chapter 447, Florida Statutes and Article XXVIII (D) of this collective bargaining agreement.

2. Coverage for health benefits and flexible benefits for full-time employees as well as their dependents for full-time employees begins as outlined within the MOU, ~~the first day of employment. Coverage for flexible benefits begins the first of the month following the date of hire. Coverage for dependents is effective the first of the month following the first payroll deduction.~~ Coverage for all such employees and covered dependents will expire on the last day of the last month of employment. Ten month employees who terminate or retire on the last day of school in June (and their covered dependents) will be carried forward until August 31 of the same year. Coverage for dependents must be continued until the end of the calendar year, unless a family status change occurs, pursuant to Internal Revenue Service rules.
3. Eligible retirees may select any health plan offered to active full-time employees at rates no greater than those charged to active employees. Premiums for retirees and their dependents are paid by the retiree. Claims experience for retirees will be commingled with active employee and dependent claims for purposes of rate-setting.
4. Certified employees who work one-half time, as specified in Appendix E, Section 1(B)(11), shall be offered the M-DCPS fringe benefits program at one-half the cost for the employee on an optional basis.

RB
10/30/17

[Signature]
10/30/17

M-DCPS Proposal #14
(UTD, 2017)

ARTICLE XIX -- TEMPORARY INSTRUCTORS/INTERIM TEACHERS

Section 2. Interim Teachers (3100s)

- A. An interim teacher shall receive the same salary as a contract teacher from the first day of such assignment. Interim teachers will become eligible for insurance benefits as outlined within the Memorandum of Understanding (MOU) negotiated and executed by the parties annually. ~~on the first day of paid employment in a full-time position.~~ Said benefits terminate at the conclusion of the calendar month upon expiration of such assignment. All interim teachers who complete the insurance eligibility requirements during the last month of the school year, and where such assignment continues through the last day of the school year shall receive said benefits on the first day of the month of employment (i.e., September 1st or October 1st) of the upcoming school year, if re-employed within 30 days. Interim teachers who have rendered satisfactory service may be given consideration for employment as regular teachers, if vacancies exist.

Interim teachers must be certified in the area of assignment, unless waived by the Chief Officer, Human Resources. It is the intent of the parties that employment of temporary instructors shall not exceed 10 consecutive days.

Assignments projected to exceed 10 consecutive days require the service of a certified, qualified interim teacher to be placed in the appropriate 3100 job code.

An interim teacher who is assigned to substitute in an allocated and encumbered position which remains vacant for 31 or more workdays shall be entitled to the same rights, privileges, benefits, and salary as accorded to a regular teacher. Any 3100 who works, as described herein, until the last day of school and is re-employed and reassigned to the same encumbered position prior to September 1 of the subsequent school year shall continue to receive, without interruption, the same salary and benefits as a full-time teacher.

Pool temporary instructors who are employed as interim teachers shall be paid as a regular teacher upon the interim teacher assignment.



The status of interim teachers who have an interruption in service or are assigned to another work location shall be in accordance to this Article.

- B. An individual hired as an interim teacher shall acknowledge in writing that the position is "temporary" and without any expectation of continued employment beyond that approved by the Chief Officer, Human Resources or designee. The term of the temporary appointment

 10/30/17

 10/30/17

shall be until the job incumbent returns from leave or until the position becomes unencumbered, or until the end of the school year. Salaries for interim teachers shall be adjudicated on the "AO" Salary Schedule in a manner consistent with their credentials and years of experience.

 10/30/17  10/30/17

**M-DCPS Compensation Proposal #1g
Counter to UTD 13d and 15e
(UTD, 2017)**

INSTRUCTIONAL PERSONNEL

Pursuant to Florida Statutes Section 1012.22 and Chapter 447, Florida Statutes, the Grandfathered A0 Salary Schedule and the Performance A0 Salary Schedule below are collectively bargained on a yearly basis and these schedules replace all previously bargained grandfathered and performance pay salary schedules.

Grandfathered A0 Salary Schedule		
10 Month	12 Month	Adult/Vocational
\$40,800 (Min) <u>\$41,000</u> \$72,000 (Max) <u>\$72,720</u>	\$47,390 (Min) <u>\$47,622</u> \$83,628 (Max) <u>\$84,465</u>	\$48,960 (Min) <u>\$49,200</u> \$86,400 (Max) <u>\$87,264</u>

Performance A0 Salary Schedule		
10 Month	12 Month	Adult/Vocational
\$40,800 (Min) <u>\$41,000</u> \$72,000 (Max) <u>\$72,720</u>	\$47,390 (Min) <u>\$47,622</u> \$83,628 (Max) <u>\$84,465</u>	\$48,960 (Min) <u>\$49,200</u> \$86,400 (Max) <u>\$87,264</u>

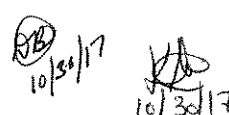
Salary Adjustments*	
Grandfathered	2.60%
Grandfathered Mid-Career**	2.60% plus a \$750 retention supplement
Grandfathered Late-Career**	2.60% plus a \$1500 retention supplement
Highly Effective***	2.67%
Effective***	2.00% (75% of Highly Effective)
State-Funded Bonus (Non-negotiable. No FRS contribution)	
Effective Teachers****	\$800
Highly Effective Teachers	\$1200

*Eligible employees on the Grandfathered A0 Salary schedule and the Performance A0 Salary Schedule shall receive a salary adjustment to their base salary, not to exceed the maximum of the range, effective July 1, 2017. These salary adjustments are based upon 2015-2016 Unified Summative Ratings.

** Instructional Personnel whose entry points into the Performance or Grandfathered A0 Salary Schedules in 2015 were between \$48,425 and \$60,775, shall receive a retention supplement of \$750. Employees whose entry point into the Performance or Grandfathered A0 Salary Schedules in 2015 was \$66,575 shall receive a retention supplement of \$1500. Salary ranges are based on the 10-Month schedule and will be adjusted accordingly for employees on 12-Month or Adult/Vocation. This supplement will be negotiated annually.

*** In accordance with Florida Statutes §1012.22

****In accordance with Florida Statute §1012.731, eligible teachers will receive identified bonus. Effective may be up to \$800.



 RB 10/30/17

 VA 10/30/17

EDUCATIONAL SUPPORT PERSONNEL

ARTICLE XVII – Paraprofessional/Associate Educator/School Support Personnel

Effective July 1, 2017, the U1 salary schedule will be improved by 2.00%. All employees will remain on their current step.

ARTICLE XVIII – Office Employees

Effective July 1, 2017, the U0 salary schedule will be improved by 2.00%. All employees will remain on their current step.

Supplement

Educational Support Personnel on the U1 and U0 Salary Schedules who are at the pay level immediately preceding the maximum will receive a one-time supplement of \$750. This supplement will be negotiated annually.

WLB
10/30/17

WLB
10/30/17