

TENTATIVE AGREEMENT  
2013-2014 ADDENDUM TO THE

UTD

CONTRACT

*between*

MIAMI-DADE COUNTY PUBLIC SCHOOLS

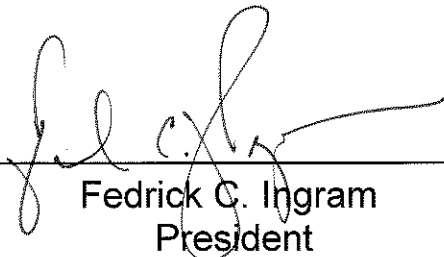
*and*

UNITED TEACHERS OF DADE

Effective July 1, 2012 through June 30, 2015



Jorge L. Garcia  
Chief Negotiator  
Office of Labor Relations



Fedrick C. Ingram  
President  
United Teachers of Dade

10/14/13  
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, 2012, shall continue until midnight, June 30, 2015, except as specifically set forth in this agreement.
  - 2. By service of written notice on the other party, prior to April 1, the wage and health insurance provisions and two articles/appendices ~~and any other articles related to address the work of the SB736 Joint Subcommittee~~, shall be reopened for each subsequent fiscal/calendar year. ~~except as to year two of this contract whereby notice shall be provided by February, 2013.~~
  - 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 ~~2012-2013, 2013-2014 or 2014-2015~~ fiscal years, UTD agrees to renegotiate the economic provisions of this Agreement for the ~~2012-2013, 2013-2014 or 2014-2015~~ fiscal years, 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.

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This Contract shall continue in full force and effect until June 30, 2015.

Dated at Miami, Florida, this 24<sup>th</sup> day of November, 2012, 2013.

**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. Martin S. Karp      Date  
Vice Chair

\_\_\_\_\_  
Mr. Alberto M. Carvalho      Date  
Superintendent of Schools

Approved As To Form  
and Legal Sufficiency

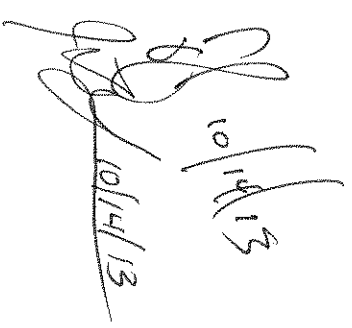
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Mr. Walter J. Harvey      Date  
School Board Attorney

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M-DCPS Salary Proposal #2 Revised 10/14/2013  
 Teachers  
 2013-2014  
 Salary Schedule  
 Effective 10/11/2013

Current 10-mo Teacher Salary Schedule	Base Salary	Salary	
		Base Salary	Salary Increase Amount
01	\$40,000	\$40,500	\$1,300
02	\$40,000	\$41,300	\$1,300
03	\$40,000	\$41,315	\$1,315
04	\$40,000	\$41,325	\$1,325
05	\$40,000	\$41,335	\$1,335
06	\$40,300	\$41,676	\$1,376
07	\$40,602	\$41,979	\$1,377
08	\$40,907	\$42,285	\$1,378
09	\$41,214	\$42,593	\$1,379
10	\$41,523	\$42,903	\$1,380
11	\$41,834	\$43,215	\$1,381
12	\$42,148	\$43,530	\$1,382
13	\$42,464	\$43,847	\$1,383
13*	\$42,782	\$45,700	\$2,918
15	\$47,000	\$50,300	\$3,300
17	\$50,300	\$53,100	\$2,800
19	\$53,100	\$54,450	\$1,350
20	\$54,350	\$58,350	\$4,000
21**	\$58,350	\$64,314	\$5,964
22***	\$69,225	\$70,325	\$1,100

\*Employees on step 13 will receive a one-time supplement of \$1,300 for 2013-2014 only.  
 \*\*Employees on step 21 will receive a one-time supplement of \$4,911 for 2013-2014 only.  
 \*\*\*Employees on step 22 will receive a one-time supplement of \$100 for 2013-2014 only.

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# M-DCPS PROPOSAL #2d revised

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

Effective October 11, 2013, the U1 salary schedule, steps 02 – 14 will be improved by 2.3%. Step 15 of the U1 salary schedule shall remain the same, however full time employees on this step shall receive a 2.3% recurring salary supplement. Employees will remain on their current salary step.

Additionally, effective October 11, 2013, full-time employees will receive a one-time supplement of \$331.

## ARTICLE XVIII -- OFFICE EMPLOYEES

Effective October 11, 2013, the U0 salary schedule, steps 02 – 13 will be improved by 2.3%. Step 14 of the U0 salary schedule shall remain the same, however full time employees on this step shall receive a 2.3% recurring salary supplement. Employees will remain on their current salary step.

Additionally, effective October 11, 2013, full-time employees will receive a one-time supplement of \$331.

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**MEMORANDUM OF UNDERSTANDING  
2014 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 2014 Plan Design which includes Healthcare monthly premiums, contributions and subsidies and 2014 plan design changes effective January 1, 2014. This MOU addresses health insurance plan design, including levels of benefits and employer contribution levels.

1. M-DCPS and UTD agree to the attached 2014 Plan Design and employer contribution levels for calendar year 2014.
2. M-DCPS and UTD agree that the 2014 Plan Design and employer contribution levels will be effective January 1, 2014 through December 31, 2014.
3. M-DCPS and UTD agree that for the 2014 benefit year, the Benefits Salary will be 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. Additionally, the Benefits Salary will remain at present levels which are Benefits Salaries determined during calendar year 2011.
4. M-DCPS and UTD agree that in keeping with healthcare wellness initiatives, benefit eligible employees will be required to register on [www.mycigna.com](http://www.mycigna.com). Additionally, benefit eligible employees will be required 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) no later than December 31, 2014. Failure to meet this deadline will result in the inability to enroll in an offered healthcare option without a cost share (free option) effective January 1, 2015. All collected medical data will be in accordance with the Federal HIPAA laws protecting the integrity of personal medical data.
5. 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.
6. M-DCPS and UTD agree to continue providing a debit card for use with the medical flexible spending account at no charge to the employee.
7. Employees who choose dependent coverage will enroll eligible dependents in the healthcare selection in which the employee is enrolled.

- 8. 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, 2014.
- 9. Employees will continue to be eligible for Group Term Life Insurance and Flexible Benefits as approved by the School Board on November 21, 2012 in Agenda Item E-66.
- 10. This MOU is incorporated into the parties' current Collective Bargaining Agreement and is subject to the grievance and arbitration provisions therein.
- 11. This MOU is subject to ratification by members of the UTD bargaining unit and the School Board.

DATED at Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2013.

**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. Martin S. Karp      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

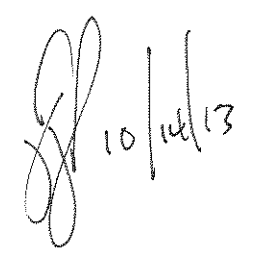
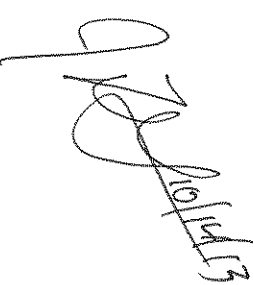
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**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
Healthcare Monthly Premiums, Contributions and Subsidies  
Effective 1/1/2014**

EMPLOYEE SALARY BANDS	OAP 10			OAP 20			Local Plus		
	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYS	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYS	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYS
<b>Salary Bands 1 (Under \$25K)</b>									
Employee Only	\$655	\$552	\$103	\$632	\$622	\$10	\$636	\$636	\$0
EE + SP	\$1,582	\$1,275	\$307	\$1,526	\$1,351	\$175	\$1,536	\$1,375	\$161
EE + CH	\$1,307	\$1,058	\$249	\$1,261	\$1,135	\$126	\$1,269	\$1,154	\$115
Family	\$2,508	\$2,009	\$499	\$2,420	\$2,086	\$334	\$2,435	\$2,129	\$306
<b>Salary Bands 2 (Over \$25K to \$40K)</b>									
Employee Only	\$655	\$518	\$137	\$632	\$612	\$20	\$636	\$636	\$0
EE + SP	\$1,582	\$1,157	\$425	\$1,526	\$1,254	\$272	\$1,536	\$1,297	\$239
EE + CH	\$1,307	\$964	\$343	\$1,261	\$1,056	\$205	\$1,269	\$1,089	\$180
Family	\$2,508	\$1,817	\$691	\$2,420	\$1,927	\$493	\$2,435	\$2,002	\$433
<b>Salary Bands 3 (Over \$40K to \$55K)</b>									
Employee Only	\$655	\$498	\$157	\$632	\$602	\$30	\$636	\$636	\$0
EE + SP	\$1,582	\$954	\$628	\$1,526	\$1,083	\$443	\$1,536	\$1,161	\$375
EE + CH	\$1,307	\$795	\$512	\$1,261	\$915	\$346	\$1,269	\$976	\$293
Family	\$2,508	\$1,539	\$969	\$2,420	\$1,696	\$724	\$2,435	\$1,823	\$612
<b>Salary Bands 4 (Over \$55K to \$85K)</b>									
Employee Only	\$655	\$478	\$177	\$632	\$592	\$40	\$636	\$636	\$0
EE + SP	\$1,582	\$846	\$736	\$1,526	\$994	\$532	\$1,536	\$1,103	\$433
EE + CH	\$1,307	\$704	\$603	\$1,261	\$843	\$418	\$1,269	\$928	\$341
Family	\$2,508	\$1,373	\$1,135	\$2,420	\$1,557	\$863	\$2,435	\$1,732	\$703
<b>Salary Bands 5 (Over \$85K)</b>									
Employee Only	\$655	\$457	\$198	\$632	\$562	\$70	\$636	\$636	\$0
EE + SP	\$1,582	\$731	\$851	\$1,526	\$900	\$626	\$1,536	\$1,044	\$492
EE + CH	\$1,307	\$612	\$695	\$1,261	\$766	\$495	\$1,269	\$880	\$389
Family	\$2,508	\$1,195	\$1,313	\$2,420	\$1,412	\$1,008	\$2,435	\$1,643	\$792

Coverage Tier	1/1/2014 - 12/31/14		
	OAP 20	OAP 10	Local Plus
Adult Dependent	\$537	\$557	\$541


  
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M-DCPS  
2014 Triple Option Plan Design

	Triple Options							
	OAP20		OAP10		Local Plus			
	In-Network	OON	In-Network	OON	In-Network	OON	In-Network	OON
Deductible (Individual/Family)	\$750/\$1500	\$1500/\$3000	\$500/\$1000	\$1000/\$2000	\$750/\$1500	\$1500/\$3000	\$750/\$1500	\$1500/\$3000
Out of Pocket Max(Ind/Fam)(include deductible, copay)	\$4000/\$8000	\$8000/\$16000	\$3750/\$7500	\$7500/\$15000	\$4000/\$8000	\$8000/\$16000	\$4000/\$8000	\$8000/\$16000
Coinsurance Max	30%	50%	20%	40%	30%	50%	30%	50%
Primary Care Physician	\$30	50%	\$30	40%	\$20	50%	\$20	50%
CCN Specialist Office Visit	\$50	50%	\$50	40%	\$50 for ALL	50%	\$50 for ALL	50%
Non-CCN Specialist	\$70	50%	\$70	40%	NA	50%	NA	50%
Physician, Speech & Occupational Therapies	\$50	50%	\$50	40%	\$50	50%	\$50	50%
Convenience Care Centers	\$15	50%	\$15	40%	\$10	50%	\$10	50%
Urgent Care	\$70	\$70	\$70	\$70	\$70	\$70	\$70	\$70
Emergency Room	\$350/\$175	\$350/\$175	\$350/\$175	\$350/\$175	\$300/\$150	\$300/\$150	\$300/\$150	\$300/\$150
Prescription Drug Benefits(no out-of-network coverage)								
Prescription Drug Deductible (Ind/Fam)		N/A		N/A		N/A		N/A
Retail Drug Network								
Generic	\$15		\$20		\$15		\$15	
Brand	\$45		\$50		\$40		\$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)		You pay 50% (\$100 min/\$150 max)	
Mail Order Prescription (90 day supply)								
Generic	\$30		\$40		\$30		\$30	
Brand	\$90		\$100		\$80		\$80	
Non-Preferred Brand	You pay 50% (\$210 min/\$320 max)		You pay 50% (\$210 min/\$320 max)		You pay 50% (\$200 min/\$300 max)		You pay 50% (\$200 min/\$300 max)	

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**SB 736 CONTRACT LANGUAGE PROPOSAL #3**

**ARTICLE IV -- CONTRACTS**

**Section 1. Individual Contract**

The provisions of the law of the State of Florida governing the awarding and maintenance of a ~~continuing/ professional service contract~~ contracts to instructional personnel shall apply. The following provisions shall apply to all teachers as defined in Article I of this agreement.

**Section 2. Contractual Status**

**A. Continuing Contract**

All continuing contract teachers and all annual contract teachers who earned continuing contracts on or before July 1, 1984 shall retain continuing contract status under the provisions of Florida Statutes, unless the employee voluntarily relinquishes continuing contract status in consideration of additional compensation and/or benefits, ~~as agreed to by the Board and the Union under conditions and procedures established through negotiations by UTD and M-DCPS.~~ Any employee who agrees to relinquish continuing contract ~~or professional service contract~~ status will be issued a professional service an annual contract, as established in Florida Statutes and in accordance with Article XIII, Section 6.

**B C. Annual Contract**

~~Annual contracts will be issued to all eligible instructional employees who: (a) are new to Miami-Dade County who do not hold or who have not previously held a continuing contract or professional service contract in any district in the state; (b) do not have a valid regular educator's certificate; and, (c) were hired subsequent to July 1, 1982, until such time as they qualify for a professional service contract.~~

Upon successful completion of the probationary contract, the Board may award an annual contract for a period not to exceed one (1) school year. Beginning July 1, 2011, an annual contract may be awarded to instructional personnel teachers who have successfully completed a probationary contract year with the Board or who have received one or more annual contracts from the Board, as established in the Florida Statutes and in accordance with Article XIII, Section 5.

**C D. Probationary Physical/Occupational Therapists Contract**

~~The probationary period for newly hired Physical and Occupational Therapists shall be 90 calendar days.~~

Beginning July 1, 2011, each individual newly hired as instructional personnel a teacher by the Board shall be awarded a probationary contract for a period of one (1) school year, as established in Florida Statutes. A probationary contract shall be awarded regardless of previous employment in another school district or state.

**D B. Professional Service Contract**

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All teachers hired by M-DCPS who successfully complete three years of probationary service, hold a regular educator's certificate, and who are recommended by the Superintendent and appointed by the Board, shall receive a professional service contract.

The professional service contract shall be effective on July 1 of the fiscal year following the completion of all requirements. The Board may issue a professional service contract to any employee who has previously held a professional service or continuing contract in the district or in another district within the state without the employee having to serve a probationary year.

All professional service contract teachers who have earned professional service contracts on or before July 1, 2011, shall retain professional service contract status under the provisions of Florida Statutes, unless the employee voluntarily relinquishes status in consideration of additional compensation. Any employee who agrees to relinquish professional service contract status will be issued an annual contract, as established in Florida Statutes and in accordance with Article XIII, Section 6.

A professional service contract shall be renewed each year unless:

1. The district school superintendent, after receiving the recommendations required by s. 1012.34, charges the employee with unsatisfactory performance and notifies the employee of performance deficiencies as required by s. 1012.34; or
2. The employee receives two consecutive annual performance evaluation ratings of unsatisfactory under s. 1012.34, two annual performance evaluation ratings of unsatisfactory within a 3-year period under s. 1012.34, or three consecutive annual performance evaluation ratings of needs improvement or a combination of needs improvement and unsatisfactory under s. 1012.34.

~~In accordance with Florida Statutes, a professional service contract shall be renewed each year unless the Superintendent of Schools, after receiving the recommendations required by Florida Statutes charges the employee with unsatisfactory performance and notifies the employee of performance deficiencies as required by Florida Statutes.~~

F. Issuance of Contracts - All individual contracts shall be issued as expeditiously as possible provided, however:

1. Probationary/annual contracts shall be issued to such individuals no later than 120 workdays from the date such contracts were approved by the Board.
2. ~~Professional service contracts shall be issued to eligible employees no later than December 1 of each school year.~~
3. ~~A person who has previously held a continuing contract/professional service /annual contract in Miami Dade County, or another county of the state, shall be awarded a professional service contract, if eligible, pursuant to provisions in Article IV probationary contract, pursuant to Florida Statutes.~~
2. A probationary contract shall be awarded to a person who has previously held a continuing contract/professional service contract/annual contract in Miami-Dade County, and was rehired after a break in service for which an authorized leave of absence was not granted. A probationary contract shall be awarded regardless of previous employment in another school district or state.

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~~G. Applicability of Contract Credit — Certificated employees filling positions for which certificates are required, who are employed for a creditable year as previously defined, shall be credited with one year of experience for professional services contract determinations, pursuant to Florida Statutes.~~

**Section 3. — Contracts for School Social Workers and Special Education Teachers**

~~Continuing c Contract status for school social workers and special education teachers (hired before July 1, 1988) shall be awarded upon the following conditions pursuant to Florida Statutes:~~

~~A. Fulfillment of requirements of Florida law for the awarding of continuing/professional service contract as a teacher; and,~~

~~B. A Certification in field, provided that employees now occupying positions governed by this Section will have one year to achieve certification, if they presently do not hold it in their field;~~

~~1. To be eligible as a school social worker, one must be certified as a visiting teacher (social worker/school social worker).~~

~~2. To be eligible as an special education teacher, one must be certified in the exceptionality in which the probationary period is served.~~

~~a. Once a continuing contract is granted, it is applicable to all exceptionalities in which the employee is certified.~~

~~b. The continuing contract for special education does not extend to exceptionalities for which the teacher is not certified.~~

~~C. Serve a one-year probationary period in the positions governed by this Section:~~

~~1. One year is defined as service for more than 99 days in the year.~~

~~2. The year's probationary period must yield:~~

~~a. an annual evaluation that meets standards.~~

~~b. a recommendation by the principal/supervisor.~~

~~3. The continuing contract is not consummated until the employee has been reappointed for and begins work in the first year in which the contract is to be effective. The continuing contract shall be considered consummated if a reappointed employee is on approved sick leave when the work year begins. The contract shall also be considered consummated where a reappointed employee is on personal leave without pay at the time the work year begins, provided such leave does not extend beyond 20 workdays. The continuing contract shall not be consummated where the criteria above are not met, except by mutual agreement of the parties.~~

~~D. Continuing contract status via this provision may be revoked if: (1) the entire classification of position is eliminated by the Board, or (2) budget reduction results in a reduction in force of employees occupying the positions governed by these guidelines.~~

~~If budget reductions that affect positions covered by this continuing contract occur, and these reductions cannot be absorbed by persons without continuing contract, the following procedures will be utilized to revoke the continuing contracts of affected employees:~~

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- ~~1. School social workers and special education teachers will be returned to continuing contract status of classroom teachers in their area of certification in inverse order of seniority county wide.~~
- ~~2. Seniority is defined as a total of all contractual service as a teacher in the M-DCPS.~~
- ~~3. Ties in seniority ranking will be broken by the following methods and in the order listed below:
 
  - ~~a. credit for the number of teaching years outside Miami Dade County but inside the State of Florida;~~
  - ~~b. highest degree earned: Doctorate over Specialist; Specialist over Master's; Master's over Bachelor's;~~
  - ~~c. credit for teaching years outside Florida; and,~~
  - ~~d. randomized procedure of selection mutually agreed upon by parties to this Agreement.~~~~
- ~~4. A county wide pool of school social workers and exceptional child teachers will be established, consisting of those persons who have been displaced and continuing contract revoked, in order of seniority. When and if positions become available again, the first person on the list in the respective pool will be offered a position. Failure to accept the position upon offer will result in the person being placed at the bottom of the list regardless of seniority. If a teacher refuses a second offer, immediately upon refusal, he/she will be removed from the pool. Acceptance of the position offered reinstates continuing contract status as of the date of acceptance.~~
- ~~5. No new personnel will be employed in positions for which reinstatable employees are available.~~
- ~~6. Teachers will remain in the pool until placed.~~
- ~~7. Personnel meeting requirements subsequent to reductions and revocation of continuing contract status will be advanced in reinstatement pools in order of seniority upon proof that all required qualifications have been met.~~
- ~~E. In the event an employee loses continuing contract status, under this Section, he/she will revert to continuing/professional service contract status as a classroom teacher and retain all rights and privileges.~~
- ~~F. At the conclusion of the probationary period, no change in classification shall be made by a principal for a teacher who currently occupies any of the above positions.~~

**Section 4. Continuing Contract for Psychologists**

Upon qualifying for a continuing/professional service contract, under Florida law, psychologists (hired before July 1, 1988) shall also receive a continuing contract as a psychologist in the M-DCPS.

**Section 5.4. Guidance Counselors, School Social Workers, and Psychologists**

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~~Guidance counselors, school social workers, and psychologists who previously met contractual requirements for a local continuing/professional service contract, will retain all previous rights and benefits and will continue to be governed by the provisions of this Article.~~

~~**Section 6.5. Teachers Returning Under Full-Time Contract**~~

~~A teacher on continuing/professional service contract, who leaves the employment of M-DCPS and is reemployed and holds a regular educator's certificate, shall be granted issued a continuing probationary contract pursuant to Florida Statutes, if said contract was issued prior to July 1, 1984. A teacher shall be issued a professional service contract, if said contract was issued subsequent to July 1, 1984.~~

~~Subsequent to July 1, 1984, the Board shall issue a professional service contract to any employee who has previously held a professional service contract or continuing contract in any other school district in this state, upon satisfactory completion of a school year in the M-DCPS with an annual evaluation rating that meets standards. A teacher who leaves the employment of M-DCPS on annual contract, and returns to the system after a lapsed time of not more than two years, shall be eligible to return at the contractual status and salary rate the teacher would have received had the teacher been on leave.~~

**ARTICLE IX -- TEACHING ASSIGNMENT**

**Section 1. General Procedures**

H. Department/Grade-Level Chairperson

1. Selection Criteria

- b. Priority consideration shall be given to personnel having ~~a continuing or professional service contract, or~~ a minimum of three years' subject area experience, ~~in the school system, and at least a Master's degree and~~ certification certificate in the specific subject area.

**ARTICLE XI - - PLANNING FOR TEACHING AND LEARNING**

For purposes of this Article, "teachers" shall also include school instructional support/resource personnel and student services personnel, such as counselors, media specialists, school psychologists, and school social workers, when planning for teaching and learning activities in accordance with the requirements of IPEGS.

- 1. Teachers are required to develop written plans in accordance with the required indicators in IPEGS Professional Standard 3: Instructional Planning. It shall be the decision of the teacher to use a daily plan or a long range plan that shall include objectives and/or goals; learning activities; and assessment(s) of student learning. Principals or supervising administrators may suggest, but not require, specific content or a particular format or organization; unless otherwise stipulated as agreed to by both contractual parties.

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- 2. A teacher may be required to use a set form in the preparation of planning ~~only~~ when a ~~principal has issued a~~ an Improvement Plan has been initiated indicating that the ~~standards were~~ IPEGS Professional Standard 3: Instructional Planning was not met. Requirements for planning ~~beyond these in~~ the IPEGS Professional Standard 3: Instructional Planning ~~shall not be imposed~~ must be adhered to by instructional personnel.
- 3. Teachers shall not be prohibited from reflecting required planning components through abbreviated notation and/or referencing techniques; unless otherwise stipulated as agreed to by both contractual parties. A teacher shall not be required to reference curriculum/standards numbers or to write out objectives if numerical references are made in the plan. Additionally, there shall be no requirement to specify strategies, list materials, use checklists or benchmarks, for learners in the plan.
- 4. Teachers with three or more years experience ~~Continuing contract and professional service contract teachers~~ shall not be required to submit plans to the principal or supervising administrator at the school site; however, plans shall be available during classroom visit(s) and/or prior to an official observation.

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

**Section 4. Reemployment After Retirement**

- B. Nothing in this Section constitutes a guarantee of employment.

Approval for such employment will be made on an individual basis by the Assistant Superintendent, Human Resources (or designee). Such employees shall be rehired as ~~an hourly teachers~~ or as ~~an annual contract teachers~~; and the latter shall receive the same benefits as regular teachers for the term of their employment and shall receive pay in accordance with Section 4.C. below. For purposes of continued employment, the provisions of Article XIII, Section 5 do not apply.

- C. 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/CO salary schedule.

**ARTICLE XVI -- SUMMER EMPLOYMENT**

**Section 1. Rules and Procedures for Summer Employment -- Teachers**

- 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 ~~are on a continuing contract, or professional service contract, or annual contract.~~

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**ARTICLE XIX -- TEMPORARY INSTRUCTORS/INTERIM TEACHERS**

**Section 2. Interim Teachers (3100s)**

B. Salaries for interim teachers shall be adjudicated on the AO/CO instructional Salary Schedule in a manner consistent with their credentials and years of experience.

**ARTICLE XXI -- EMPLOYEE RIGHTS AND DUE PROCESS**

**Section 1. Due Process**

B. Suspension/Dismissal for Cause/Other Disciplinary Actions

4. ~~For Teachers Who Hold a Professional Service Contract as of July 1, 1997:~~

~~The professional service contract shall be renewed the following year, unless the Superintendent charges the employee with a below standards rating, as determined under provisions of Florida Statutes and notifies the employee, in writing, no later than six weeks prior to the end of the post-school conference period, of performance deficiencies which may result in termination of employment, if not corrected during the subsequent year of employment (which shall be granted for an additional year in accordance with the provisions in Florida Statutes). Except as otherwise hereinafter provided, this action shall not be subject to the provisions of Chapter 120, but the following procedures shall apply:~~

~~a. On receiving notice of a below standards rating, the employee, on request, shall be accorded an opportunity to meet with the Superintendent or his/her designee for an informal review of the determination of a below standards rating.~~

~~b. An employee notified of a below standards rating may request an opportunity to be considered for a transfer to another appropriate position, with a different supervising administrator, for the subsequent year of employment.~~

~~c. During the subsequent year, the employee shall be provided assistance and inservice training opportunities to help correct the noted performance deficiencies. The employee shall also be evaluated periodically so that the employee will be kept apprised of progress achieved.~~

~~d. Not later than six weeks prior to the close of the post-school conference period of the subsequent year, the Superintendent shall notify the employee, in writing, whether the performance deficiencies have been corrected. If so, a new professional service contract shall be issued to the employee. Upon such renewal, the provisions of paragraph 5 below shall apply, and this section shall no longer apply.~~

~~5. If the performance deficiencies have not been corrected, the Superintendent may notify the Board and the employee, in writing, that the employee shall not be issued a new professional service contract, provided that, if the recommendation of the Superintendent is not to issue a new professional service contract and the employee wishes to contest such recommendation, the employee will have 15 calendar days from receipt of the Superintendent's recommendation to demand, in writing, a hearing in which the employee may raise as an issue, among other things, the sufficiency of the Superintendent's charges of a below standards rating. Such hearing shall be conducted at the employee's election in accordance with one of~~

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the following procedures:

~~a. a direct hearing conducted by the Board within 45 calendar days of receipt of the written appeal. The hearing shall be conducted in accordance with the provisions of Florida Statutes. A majority vote of the Board shall be required to sustain the Superintendent's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment; or,~~

~~b. a hearing conducted by an ALJ assigned by the DOAH. The hearing shall be conducted within 45 calendar days of receipt of the written appeal in accordance with Florida Statutes. The recommendation of the hearing officer shall be made to the Board. A majority vote of the membership of the Board shall be required to sustain or change the hearing officer's recommendation. The determination of the Board shall be final as to the sufficiency or insufficiency of the grounds for termination of employment.~~

~~c. In the event that the original noted deficiencies have been remediated, but new deficiencies have been identified, the Superintendent may recommend a second subsequent year of employment to remediate the newly-identified deficiencies.~~

6.4. For Teachers Who Obtain or Renew a Professional Service Contract after July 1, 1997:

7.5. Probationary/Annual Contract Teachers

a. ~~For a~~ Any instructional staff member newly employed after ~~June 30, 1997~~ July 1, 2011, the first year ~~ninety-seven (97)~~ days of employment is established as a probationary period. During the probationary period, the employee may be dismissed without cause or may resign without breach of contract.

b. 6. Annual Contract

~~Any other~~ An annual contract teacher may be suspended or dismissed at any time during the school year, provided the charges against him/her are based upon just cause in accordance with Florida Statutes. Any recommendation for suspension or dismissal of an annual contract instructional employee, based upon unsatisfactory teaching performance, shall require that the teaching deficiencies be documented in compliance with the procedures of the M-DCPS evaluation process. Disciplinary action based on unsatisfactory teaching performance may not be taken against an employee in the absence of an official performance assessment conducted in accordance with procedures, guidelines, stipulations, and requirements, as are included in any employee assessment system in effect at the time.

F. Procedures for Termination of Annual/~~Probationary~~ Contract Employees

1. The annual appointment of eligible employees is accomplished in accordance with the requirements of applicable State Statutes.

2. ~~The parties agree to develop procedures for termination of employment~~ Any instructional personnel with an annual contract may be suspended or dismissed at any time during the term of the contract for just cause as provided in subsection (5). The School Board shall notify the employee in writing whenever charges are made and may suspend such person without pay. However, if the charges are not sustained, the employee shall be immediately reinstated and his or her back pay shall be paid. If the employee wishes to contest the charges, he or she must, within 15 days after receipt of the written notice, submit a written

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request for a hearing to the Clerk of the School Board. A direct hearing shall be conducted on behalf of the School Board by an ALJ assigned by DOAH within 60 days after receipt of the written appeal. Any such decision adverse to the employee may be appealed by the employee pursuant to s. 120.68.

**ARTICLE XXIV -- CREDENTIAL PAYMENT**

**Section 3. General Agreements**

Credential payments, as stipulated in Appendix E, shall be available to employees who occupy instructional positions listed in Appendix F, Instructional Job Titles, in accordance with the following provisions:

**C. Effective Dates**

- 1. The effective date for implementation of the credential payment salary schedule shall be the date of the quarter (January 1, April 1, July 1, or October 1) after completion of eligibility requirements, as indicated on the transcript by the issuing university; or the beginning of the pay period following issuance of the degree, as indicated on the transcript by the issuing university, whichever is earlier.

**ARTICLE XXVI -- PROFESSIONALIZATION OF TEACHING/EDUCATION**

**Section 6 M-DCPS Professional Opportunities Program (POP) for Teachers**

**B. 2. Criteria For Participation**

- b. Professional service or continuing contract; or an annual contract with three years teaching experience;

**Section 30. Teacher Supervision of Interns**

**B. Applicants**

Applicants for the position of Intern Supervisor shall:

- 1. Hold a continuing or professional service contract or an annual contract with three years of effective or highly effective performance in Miami-Dade County; and

**Section 50. M-DCPS/UTD New Educators Support Team (NEST)**

**B. Definitions**

- 2. New Educator -- a teacher who is in their first three (3) years of employment on a probationary annual contract.

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**The proposed language below will replace APPENDIX C**

**APPENDIX C -- REDUCTION-IN-FORCE**

In accordance with Florida Statutes, it is understood and agreed to by the parties that, if it is necessary to effect a reduction-in-force, the following personnel guidelines and procedures will be implemented:

A. These guidelines and procedures shall apply to all positions held by teachers in the UTD bargaining unit.

B. When the total number of teaching positions is reduced by allocation, these unit members shall be terminated by the Board prior to any layoff:

1. If a reduction is necessary in a subject area/program during the regular school year, interim teachers in that area/program shall be terminated. Interim teachers shall have no recall rights.

2. If a reduction is necessary in a subject area/program during the regular school year beyond the termination of interim teachers, Probationary Contract teachers in that area/program shall be terminated. Probationary teachers shall have no recall rights.

C. A layoff may occur whenever the Board deems necessary.

D. Source of funding for positions, as well as categorical or discretionary designation, will not be factors in determination of layoff.

E. A joint Board/Union committee is herein established and empowered to make recommendations to the Superintendent regarding the disposition and resolution of any and all problems attendant to the implementation of these reduction-in-force procedures including, but not limited to, exemptions, exceptions, and disputes utilized for layoff and recall. This committee shall be composed of three members designated by the UTD and three members designated by M-DCPS and shall operate in accordance with established procedures for the term of the Contract.

F. The Board shall determine the net positions to be reduced countywide, the subject area/programs in which layoff shall occur, and the number of positions in those areas/programs to be reduced, pursuant to discussions of the joint Board/Union committee. The Board's decision on these items shall be final and not subject to grievance or arbitration.

G. Teachers who are administratively assigned out-of-field or who are assigned out-of-field, pursuant to their request, shall be identified for layoff on the basis of the subject area/program for which they are fully certified, except in those instances where out-of-field employees have achieved credits to become certified since being assigned out-of-field. In the event credit toward certification in the out-of-field assignment is underway, pursuant to the provisions of State Board regulations, layoff determination shall be made on the basis of the subject area/program to which he/she is assigned at the time of layoff.

H. If a layoff is necessary in a subject area/program during the regular school year beyond the provisions in Section B above, Annual Contract teachers shall be identified for layoff.

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If the number of positions being reduced is less than the number of Annual Contract teachers in the subject area/program, Annual Contract teachers shall be subject to layoff based on their demonstrated performance to date as indicated in their Summative Evaluation(s) (lowest performers terminated first). Teachers shall be placed in layoff order based on the most recent evaluation scores (Up to a three-year average of performance data shall be used when determining layoff order).

I. If a layoff is necessary in a subject area/program during the regular school year beyond the provisions in Section B and H above, Professional Service Contract teachers shall be identified for layoff.

If the number of positions being reduced is less than the number of Professional Service Contract teachers in the subject area/program, Professional Service Contract teachers shall be subject based on their demonstrated performance to date as indicated in their Summative Evaluation(s) (lowest performers terminated first). Teachers shall be placed in layoff order based on the most recent evaluation scores (Up to a three-year average of performance data shall be used when determining layoff order).

J. If a layoff is necessary in a subject area/program during the regular school year beyond the provisions in Section B, H and I above, Continuing Contract teachers shall be identified for layoff.

If the number of positions being reduced is less than the number of Continuing Contract teachers in the subject area/program, Continuing Contract teachers shall be subject to layoff based on their demonstrated performance to date as indicated in their Summative Evaluation(s) (lowest performers terminated first). Teachers shall be reduced in layoff order based on the most recent evaluation scores (Up to a three-year average of performance data shall be used when determining layoff order).

K. Seniority is defined as a total of all contractual service as a teacher in M-DCPS.

L. In the event there is a tie in summative evaluation scores, the layoff order shall be resolved using seniority. The following methods presented in the order below will be used to break a tie in seniority.

- 1. credit for the number of teaching years outside Miami-Dade County but inside the State of Florida;
- 2. highest earned degree: Doctorate over Specialist; Specialist over Master's; Master's over Bachelor's;
- 3. credit for teaching years outside Florida; and
- 4. randomized procedure of selection mutually agreed to by the parties.

M. Annual Contract, Professional Service Contract and Continuing Contract teachers who possess certification in multiple areas, and are identified for layoff based on their current assignment, shall be provided the opportunity to bump interim teachers and Probationary Contract teachers employed in any subject area/program for which they are qualified. Placements under this provision shall be in reverse order of layoff as identified in sections H, I and J above. Layoff shall only occur if no teaching position for

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which the employee is qualified is currently filled by an Interim Teacher or a Probationary Contract teacher. Positions available for bumping shall be identified based on the provisions of section B above.

N. Teachers who are laid off will be placed in subject area/program recall pools effective the first day of the layoff.

O. Teachers will be recalled in each subject area/program in inverse order of layoff. If no recall pool exists for a particular subject area/program, employees in other recall pools that are qualified must be recalled prior to any new employee being hired to fill a teaching position.

P. Teachers in a recall pool who do not accept the position offered within five days of the recall notice will be eliminated from further consideration. Every reasonable effort will be made to contact teachers at their last known address. Written communication to these employees shall be in the form of certified mail, return receipt requested and/or email return receipt notification.

Q. Teachers, unless called earlier, will remain in the recall pool for the term of this Contract.

R. Employees in the UTD bargaining unit who hold positions as Adult General Basic Education and/or Adult General High School teachers shall be included in the appropriate subject area/program category.

S. Categories of subject areas/programs are hereby established as follows:

- Art (K-12)
- Bilingual Education Elementary (Spanish S, Spanish EL, SL, BCC/CCHL)
- Business Education
- Driver Education
- Elementary (Pre-K-K, 1-6, ESOL)
- English, Speech, Drama, Journalism, ESOL
- Special Education by area of certification
- Foreign Language by area of certification
- Home and Family Living
- Technology Education
- Library/Media Specialists
- Mathematics (Middle School, 9-12)
- Music Education (Elementary, Vocal, Band, Orchestra, Keyboard)
- Occupational Specialists
- Occupational Therapists
- Physical Education (K-8, 7-12)
- Physical Therapists
- Psychologists
- Reading
- Science by area of certification
- Social Sciences
- Student Services (Counselors, School Social Workers)
- Vocational by area of certification

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T. Any subject area/program category not listed, but which includes positions held by employees in the UTD bargaining unit, is hereby incorporated and definitions of such categories shall be established by the joint Board/Union committee authorized herein.

U. The provisions of Appendix C are being modified to comply with Florida Statutes, Section 1012.33(5). In the event that Section 1012.33(5) is deemed unconstitutional or

invalidated by an appellate court after final appeal, the parties agree to abide by and comply with the previously negotiated terms for reduction in force under Appendix C as found in the 2009-2012 Contract.

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

**Section 1. General Provisions**

**A. Salary Schedules**

- 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 AO 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 ~~but have not met the eligibility requirements for credential payments for advanced degrees, as stipulated elsewhere in this Contract~~ (includes Equivalency Certificates for Vocational Education personnel).
- 4. The ~~CO 10-Month and 12-Month Salary Schedules~~ 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).
- 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 advance a step on the applicable AO Salary Schedule ~~or CO Salary Schedule~~, except that wages will be frozen at the previous year's rate until an agreement on wages has been reached.

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**B. Salary Schedule Payments/Paydates**

- 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/~~CO~~ Salary Schedule ~~and CO Payment 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 an ~~annual~~ 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

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paid prorata in accordance with the applicable AO Salary Schedule ~~or~~ and ~~CO~~ Credential Payment Salary Schedules provisions.

12. Salary Adjustments

- b. Salary Adjustments for New Degrees - Upon completion of all applicable requirements, employees who attain new degrees shall have their salary payments adjusted as of the date of the quarter (January 1, April 1, July 1, or October 1) after completion of said requirements and shall then be paid in accordance with the applicable credential payment ~~CO Salary Schedule~~ provisions then in effect.

**Section 2. Criteria for Salary Experience Credit**

A. For purposes of crediting experience for placement on salary steps under either the AO ~~or CO~~ Salary Schedules, a "year" is defined, in accordance with Florida Statutes, as follows:

B. Experience Credit for Step Placement on AO ~~or CO~~ Salary Schedules

1. The language in this paragraph applies to all hires, or rehires, to the AO/~~CO~~ Salary Schedule. 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/~~CO~~ salary schedule.

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

- n. All employees who have a change in status from the AO/~~CO~~ Salary Schedule to AT/AU Salary Schedules and subsequently return to the AO/~~CO~~ Salary Schedule shall have their experience while on the AT/AU Salary Schedule credited according to Appendix E, Section 2(B)(2)(I).

C. 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)

Subsequently Attained State Advanced Vocational Certification

Master's Degree (~~CO Salary Schedule~~ Credential Payment)

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

Specialist  
Degree

(CO Salary-  
Schedule Credential  
Payment)

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

Doctorate  
Degree

(CO Salary-  
Schedule Credential  
Payment)

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CONTRACT LANGUAGE PROPOSAL #4a

ARTICLE XIV – LEAVES/ VACATION/TEMPORARY DUTY

Section 8 Sick Leave with Pay

C. To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board provides a good attendance incentive. All employees in the bargaining unit who accrue sick leave may cash in sick leave days accrued each year, provided the following criteria are met:

Payment for this benefit will be made on or before July 15<sup>31</sup> of the following fiscal year. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.

Section 20. Extended Leave Without Pay

C. Personal Leave Without Pay

6. With the exception of the parental leave extension, which remains at three years of continuous full-time employment, Full-time employees are not eligible to request personal leave without pay until after the completion of ~~three~~ five continuous years of full-time employment with M-DCPS. ~~In the event of a dire emergency, office personnel with less than three continuous years of employment with M-DCPS may appeal to the Assistant Superintendent, office of Human Resources, for such leave.~~

F. Extended Professional Leave

1. Extended professional leave is leave without pay granted in excess of 30 days. ~~No one, with the exception of employees granted leave to work for a charter school, may receive more than two consecutive years of extended professional leave, which is approved one year at a time. Except for instances where a charter school ceases operation, an employee granted extended professional leave for employment with a charter school may return to active status only at the end of the school year. 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~~

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is granted, including full-time 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.

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-benefit. 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 written statement of their intent to extend to another category of leave, if eligible, return, retire or resign by May 1<sup>st</sup> or they will forego their right to return to a position within the school district.
- 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).

H. Charter School Leave

- 1. Charter school leave is leave without pay granted in one year increments. Teachers must complete three years of full-time employment prior to requesting charter school leave. Except for instances where a charter school ceases operation, teachers granted leave for employment with a charter school may

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return to active status only at the end of the school year, except as provided in G.4 below. Upon return, teachers will be assigned to an equivalent position in accordance with his/her area(s) of certification.

- 2. Charter school leave is only available for teachers who will be employed as instructional personnel, as defined by Florida Statute 1012.01(2)(a-d), at a charter school.
- 3. Teachers on charter school leave may not extend their leave of absence to any other type of leave of absence. In order to be eligible for other leaves, teachers on charter school leave must return to full time employment for a complete school year, except as provided for under the Family & Medical Leave Act (FMLA).
- 4. If the teacher on charter school leave separates from the charter school during the school year, for any reason other than the charter school ceasing operation, the leave shall be revoked and the employment/leave relationship with Miami Dade County Public Schools shall be terminated.

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**CONTRACT LANGUAGE PROPOSAL #4b**

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

Section 2. Teacher Certification

E. Certification

1. All teachers shall be appropriately certified. In the event it is necessary to hire a teacher out-of-field, the principal shall obtain verification from Human Resources that no qualified applicants are available for the position and the principal shall submit an out-of-field waiver request for approval by the Regional Center and the Employment and Staffing Officer. ~~The principal shall notify the teacher that he/she is required, in order to remain at the school, to earn a minimum of six college credits per year or a passing score on a qualifying subject area test toward certification in the appropriate field.~~

2. Teachers who are offered accept employment to teach in the out-of-field areas by signing an out-of-field waiver, must present to the principal evidence of successful completion of a minimum of six semester credit hours or equivalent course work in the certification area for which the waiver was signed or a passing score on a qualifying subject area test towards in-field certification each prior to June 30 of the current school year. Any waiver signed after March 1, shall be enforceable June 30 of the subsequent school year.

3. Failure to ~~maintain~~ satisfy the provisions of E.2 above, ~~the minimum of six college credits per year of a passing score on a qualifying subject area test toward required certification may~~ shall result in termination. This provision does not apply to waivers signed prior to the 2010-2011 school year. Employees failing to satisfy this requirement by June 30, 2015 shall be terminated. Additionally, any teacher in DROP is excluded from this provision. Extenuating circumstances may be appealed to the Employment and Staffing Officer.

4. Teachers who hold Special Education certificates shall be required to obtain additional certification in a core academic area to be considered highly qualified. Current employees who fail to satisfy this requirement prior to June 30, 2015 shall be terminated. Thereafter, any employee failing to satisfy this requirement prior to June 30 of the school year in which they were hired shall be terminated.

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5. Teachers who are assigned to teach Career and Technical Education courses shall possess an applicable industry certification. Current employees who fail to satisfy this requirement prior to June 30, 2015 shall be terminated.

F. ~~Out-of-field~~ Teachers needing the ESOL endorsement must complete three semester hours or 60 Master Plan Points (MPP) toward the ESOL endorsement requirements within two years of the date of initial ESOL assignment. At least three semester hours or 60 MPP toward ESOL endorsement must be completed each calendar year, thereafter, until all requirements of the ESOL endorsement are complete. Failure to obtain the minimum coursework per year shall result in termination. Current employees who fail to satisfy this requirement prior to June 30, 2015 shall be terminated. Thereafter, any employee beyond ESOL training timeline on June 30 shall be terminated.

G. ~~A~~ Teachers who holds a professional certificate may use college credits or inservice points completed in English for Speakers of Other Languages, or Reading training in excess of six semester hours during one certificate-validity period toward renewal of the professional certificate during the subsequent validity periods.

H. ~~A~~ Teachers who holds a temporary certificate may use college credits or inservice points completed in English for Speakers of Other Languages, or Reading training toward renewal of the teacher's first professional certificate. Such training must not have been included within the degree program, and the teacher's temporary and professional certificates must be issued for consecutive school years.

I. ~~Newly hired teachers who fail any section of the required general knowledge test must participate in training courses offered by the Teacher Education Center or complete coursework from an accredited college or university during the first year of employment.~~

I. Teachers impacted by the changes in this section shall be notified in writing by January 31, 2014 of the requirement.

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**CONTRACT LANGUAGE PROPOSAL #4c**

**ARTICLE XXVI - - PROFESSIONALIZATION OF TEACHING/EDUCATION**

**Section 42. Job Sharing**

~~Job sharing provides participants with career flexibility and opportunities for fulfillment of their personal and professional needs. It can increase motivation and productivity for those who choose less than full-time employment but who wants to remain in the field of education. Job sharing demonstrates the district's commitment for professional options for certified personnel.~~

~~Job sharing involves two permanent teachers who are willing to share one full-time teaching position. The assignment will be split 50/50.~~

~~The parties agree to establish a joint Job Sharing Oversight Committee charged with overseeing the implementation of the Job Sharing Program. Said committee shall also be charged with resolving job sharing issues that arise from any participating school site. This committee will submit a status report on job sharing in the District to the Superintendent of Schools and the UTD President or Designee.~~

**Eligibility Requirements**

~~To participate an employee must be a full-time contracted teacher who is in an active pay status (not on leave) with an acceptable performance evaluation the year prior to participating in the Job Sharing Program, a current professional certificate, a minimum of five creditable salary years earned with M-DCPS, and at Step 7 (or above on the A0 Bachelor's Degree) or C0 (Master's/Specialist/Doctorate Degree) Salary Schedule.~~

**A. Requirements and Conditions**

~~Teachers interested in job sharing may find their own partner or choose from a list of interested applicants provided by the Office of Human Resources. Both partners must have current Florida teaching certificates and be interviewed by the principal and/or committee at the school site where the job sharing will occur. Job sharing teachers must have and maintain satisfactory evaluations.~~

~~Principals shall not arbitrarily refuse to accommodate any teachers who wish to participate in the Job Sharing Program. Principals shall have 10 working days to respond in writing to any teacher who has been refused participation in the Job Sharing Program.~~

~~Both job sharing partners will be in attendance on the first day of school.~~

~~The vacancy created by two job sharing employees shall be filled by a temporary employee for a period not to exceed one year. Job sharing contracts will be approved on a year-to-year basis.~~

~~Job sharing participants and the principal of the job sharing school site will meet to discuss and decide coverage of the following areas in an effort to ensure continuity of instruction and to establish open lines of communication between the teachers and the administration:~~

1. ~~Division of teaching time~~
2. ~~Division of teaching responsibilities~~

~~Parent conferences  
Meetings  
Grading of students  
Lesson plans~~

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Faculty meetings  
Back to School Night

- 3. — Responsibilities for non-teaching duties
- 4. — Committee responsibilities
- 5. — Planning coordination time
- 6. — Inservice training will be attended by both job sharing participants.

— Note: Refer to working Job Sharing sample (D.)

Employees on a job sharing contract are only required to serve their proportionate share of the employee work year for salary step advancement.

B. — Compensation

Job sharing participants are individually placed on the teacher's salary schedule. The salary is pro-rated to reflect 50 percent of the teacher's salary.

Additionally, the accrual of sick days will be at 50 percent normal accrual rate.

Job sharing employees shall be offered the M-DCPS Fringe Benefits program at one half the cost for the employee. Said benefits program shall be offered as an option to job sharing participants. The employee shall be given an opportunity to continue dependent coverage for the same premium paid prior to their participation in the job sharing program. The cost of dependent coverage will be determined by the employee's benefits choice made during the annual benefits open enrollment. Both the employee and dependent coverage shall terminate, if the employee premium is not paid.

The job sharing participants will participate in 50 percent of:

Opt days  
Teacher Work Days

C. — Special Circumstances

Job sharing partners agree to substitute for each other whenever possible. Compensation is established at the teacher's daily rate.

Should one job sharing partner resign or take a leave from the District before the end of the school year, the other partner will complete the full-time assignment. If circumstances prohibit such an arrangement, an effort will be made to find another partner acceptable to all parties. Should a job sharing participant return from a Board-approved leave, he or she shall be afforded an opportunity to reenter their original job sharing agreement provided his or her return from leave is within the same school year that the leave was taken. The Job sharing participant shall return to their original or equal teaching assignment should he or she not be able to reenter their original job sharing agreement.

Other than resigning, a job sharing program participant shall only be allowed to exit the program pursuant to the hardship and/or dire emergency leave provisions listed in Article XIV of the UTD/M-DCPS Contract.

Failure by one or both job sharing participants to fulfill any of the components of the provisions listed herein shall result in the nullification of the job sharing agreement by the principal. Nullification for cause of any job sharing agreement by the principal shall be put in writing and submitted to the Job Sharing Oversight Committee prior to the termination of any job sharing

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~~agreement. Should said nullification be upheld by the oversight committee, both job sharing participants will be returned to their original job assignments when the return is within one year of the job sharing assignment.~~

~~Job sharing participants returning to their prior position in excess of one year shall be assigned to that position, if available, or to an equivalent position.~~

~~D. Job Sharing Models~~

~~Job sharing models may work as follows:~~

**Schedule for Model I:**

~~Teachers would work five days every two weeks (ten school days).~~

~~Partner #1:~~

~~Week A: Monday Wednesday Friday  
Week B: Tuesday Thursday~~

~~Partner #2:~~

~~Week A: Tuesday Thursday  
Week B: Monday Wednesday Friday~~

**Schedule for Model II:**

~~Job sharing participants who select this model may use the half day instructional model as defined in Article XVI, Section 2(B) of the UTD/M-DCPS Contract. The program participants and the administrator at any job sharing site may jointly develop alternatives to the models listed above. All such models must be approved by the Job Sharing Oversight Committee.~~

~~For Optional Days and Work Days, job sharing partners would work jointly for a half day to plan upcoming lessons.~~

~~Grades and Lesson Plans:~~

~~One gradebook and lesson plan set would be jointly maintained for accurate record keeping and optimal organization.~~

~~The completion of Interim Progress Reports and Report Cards would be equally shared by both partners.~~

~~Job sharing participants and the participating administrator may jointly develop alternatives to the gradebook, lesson plan, interim progress report and report card completion procedures listed above.~~

~~Communication:~~

~~A job communication sheet would be established for use between the job sharing partners to allow for continual updates of lesson plans, pupil performance and other non teaching responsibilities.~~

~~For consistency, job sharing partners would follow one discipline plan with established rewards and consequences. Joint guidelines would also be established to provide continuity in class work and homework assignments.~~

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CONTRACT LANGUAGE PROPOSAL #4d revised

APPENDIX E – RULES AND REGULATIONS GOVERNING SALARY SCHEDULES, SUPPLEMENTS, AND VARSITY ATHLETICS

Section 1. General Provisions

A. Salary Schedules

8. 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

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 ~~15~~ 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 ~~five~~ 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 ~~five~~ one (1) years 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.

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 as of the date of the quarter (January 1, April 1, July 1, or October 1) after completion of said requirements and shall then be paid in accordance with the applicable CO Salary Schedule credential payment then in effect.

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Section 2. Criteria for Salary Experience Credit

B. Experience Credit for Step Placement on AO or CO Salary Schedules

1. ~~The language in this paragraph applies to a~~ All hires, or rehires, to the AO/CO Salary Schedule. ~~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/CO salary schedule.~~
2. Creditable (applicable) experience for salary purposes is:
  - 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 ~~24~~ 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.
  - 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).

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- n. All employees who have a change in status from AO/GO Salary Schedules to AT/AU Salary Schedules and subsequently return to the AO/GO Salary Schedule shall have their experience while on the AT/AU Salary Schedule credited according to Appendix E, Section 2(B)(2)(l).
- p. Each 12 months of active military experience shall be allowed for certificated instructors, if employed as a JROTC Instructor.

Section 7. Emergency/Pool Temporary Instructor Salary Schedule – (AS)

Emergency temporary instructors who are assigned as a paraprofessional or associate educator, shall be paid at the rate of the assignment, regardless of their degree.

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**CONTRACT LANGUAGE PROPOSAL #4e**

**ARTICLE XVII – PARAPROFESSIONAL/ASSOCIATE EDUCATOR/  
SCHOOL SUPPORT PERSONNEL**

Section 1. Paraprofessionals/Associate Educators

O. Internal Certification

- 6. ~~Paraprofessionals who complete the eight-week Montessori Training Program offered by M-DCPS shall be credited with 60 Master Plan Points in the elective category toward internal certification. Paraprofessionals who attend district approved Montessori Training at a time other than the regular workday shall be compensated at a rate equal to \$50~~ 65 per day.

Section 2. School Support Personnel

I. Salary

- 8. In the event that Physical and Occupational Therapy Assistants are required or assigned beyond the regular workday for service to homebound students, the therapy session rate shall be at the overtime rate \$13 per 30-minute session. ~~Payments for such sessions shall be in addition to regular salary, but in lieu of any overtime or hourly rate for the service.~~

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**Article XXIV - - CREDENTIAL PAYMENT**

Section 3. General Agreements

C. Effective Dates

- 1. The effective date for implementation of the credential payment salary schedule shall be ~~the date of the quarter (January 1, April 1, July 1, or October 1) after completion of eligibility requirements, as indicated on the transcript by the issuing university; or the beginning of the pay period following issuance of the degree, as indicated on the transcript by the issuing university, whichever is earlier.~~

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**CONTRACT LANGUAGE PROPOSAL #4f**

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

**Section 1. Paraprofessionals/Associate Educators**

**L. Salary**

7. The daily rate for paraprofessionals or associate educators for the regular school year shall be calculated by dividing the annual salary by the same lapsed time factor, as is applicable for other 10-month employees in the bargaining unit.

8. Paraprofessionals and Associate Educators are covered by the provisions of the Fair Labor Standards Act. Employees who are directed by an administrator to work beyond his/her normal workday, shall be compensated by being paid one and one-half times their regular hourly rate or granted compensatory time at one and one-half hours for each hour worked beyond the regular workday. Employees shall have the option of receiving compensatory time in lieu of overtime pay.

Effective June 20, 2014, full-time employees working beyond their assigned work week up to and including 40 hours shall be granted straight- time pay at their non-lapsed hourly rate. Compensatory time is accrued at a rate of one hour for each hour worked in excess of their assigned work week up to and including 40 hours. Full-time employees working in excess of 40 hours per week shall be granted overtime pay at a rate of one-and-one half times their non-lapsed hourly rate for all hours worked in excess of 40 hours. Compensatory time is accrued at a rate of one-and-one half hours for each hour worked in excess of 40 hours.

9. Effective June 20, 2014, those employees who work solely part-time on an hourly basis will be paid in accordance with the paraprofessional/school support part-time salary schedule.

**Section 2. School Support Personnel**

**I. Salary**

6. The daily rate for school support employees for the regular school year shall be calculated by dividing the annual salary by the same lapsed time factor as is applicable for other 10-month employees in the bargaining unit.

7. Full-time School Support Personnel, covered by the overtime provisions of the Fair Labor Standards Act, who are directed by an administrator to work beyond his/her normal workday, shall be compensated by being paid one and one-half times their regular hourly rate or granted compensatory time at one and one-half hours for each hour worked beyond the regular workday. Employees shall have the option of receiving compensatory time in lieu of overtime pay.

Effective June 20, 2014, full-time employees working beyond their assigned work week up to and including 40 hours shall be granted straight- time pay at their non-lapsed hourly rate. Compensatory time is accrued at a rate of one hour for each hour worked in excess of their assigned work week up to and including 40 hours. Full-time employees working in excess of 40 hours per week shall be granted overtime pay at a rate of one-and-one half

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times their non-lapsed hourly rate for all hours worked in excess of 40 hours. Compensatory time is accrued at a rate of one-and-one half hours for each hour worked in excess of 40 hours.

Full-time School Support Personnel who are on the AO Salary Schedule are not subject to the overtime provisions of the Fair Labor Standards Act.

9. Effective June 20, 2014, those employees who work solely part-time on an hourly basis will be paid in accordance with the paraprofessional/school support part-time salary schedule, however Part-time Physical/ Occupational Therapy Assistants and Interpreters for Deaf or Hard of Hearing hired solely part-time shall be paid in accordance with the AT Part-Time Hourly Salary Schedule for Bachelor's degree certificated employees.

~~13. Interpreters for the Deaf or Hard of Hearing hired solely part time shall be paid in accordance with the AT Part-Time Hourly Salary Schedule for Bachelor's degree certificated employees.~~

**ARTICLE XVIII -- OFFICE EMPLOYEES**

**Section 2. Overtime Rate**

Overtime pay or compensatory time must be granted to all eligible employees who work over 40 hours per week in one or more positions (full and/or part-time) at one or more work locations.

A. Employees who, with prior approval, work overtime, shall receive either compensation or compensatory time as follows:

2. Employees shall have the option of receiving compensatory time in lieu of overtime pay.

4. Effective June 20, 2014, full-time employees working beyond their assigned work week up to and including 40 hours shall be granted straight- time pay at their non-lapsed hourly rate. Compensatory time is accrued at a rate of one hour for each hour worked in excess of their assigned work week up to and including 40 hours. Full-time employees working in excess of 40 hours per week shall be granted overtime pay at a rate of one-and-one half times their non-lapsed hourly rate for all hours worked in excess of 40 hours. Compensatory time is accrued at a rate of one-and-one half hours for each hour worked in excess of 40 hours.

**Section 20. Salary**

A. Salary compensation for office employees shall be paid in accordance with Salary Schedule UO, as stipulated in Article XVIII, Section 21 of this Contract.

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CONTRACT LANGUAGE RECOMMENDATIONS - ARTICLES XVII AND XVIII  
SAMPLE CALCULATIONS

Paraprofessionals/Associate Educators/School Support U1 Paygrade 12, Step 2 (10-month)

Full-time Schedule	
<b>Current -Lapsed</b>	<b>Proposed - Non-lapsed</b>
Annual = \$16,613	Annual = \$16,613
Daily - \$16,613/212 Days = \$78.37	Daily = \$16,613/196 Days = \$84.76
Hourly = \$78.37/8 hours = \$9.80	Straight-time = \$84.76/7.5 hours = \$11.30
Overtime = \$9.80 x 1.5 = \$14.70	Overtime = \$11.30 x 1.5 = \$16.95

Part-time/ Hourly Schedule	
<b>Current</b>	<b>Proposed - Lapsed Hourly Rate</b>
Annual = \$16,613	Annual = \$16,613
Daily = \$16,613/212 Days = \$78.37	Daily = \$16,613/212 Days = \$78.37
Hourly = \$78.37/8 hours = \$9.80	Hourly = \$78.37/8 hours = \$9.80
	\$9.80 = 10 and 12 month Hourly rate

U1 -Lapsed 10 month = 212 days; non-lapsed 10 month = 196 days  
 U1 -Lapsed 12 month = 260 days; non-lapsed 12 month = 243 days.  
 Lapsed hourly divisor is 8 hours; non-lapsed hourly divisor is 7.5 hours

Office Employees U0 Paygrade 17, Step 14 (10-month)

Full-time Schedule	
<b>Current -Lapsed</b>	<b>Proposed - Non-lapsed</b>
Annual = \$31,422	Annual = \$31,422
Daily = \$31,422/222 Days = \$141.55	Daily = \$31,452/206 Days = \$152.54
Hourly = \$141.55/8 hours = \$17.70	Straight-time = \$152.54/7.5 hours = \$20.34
Overtime = \$17.70 x 1.5 = \$26.55	Overtime = \$20.34 x 1.5 = \$30.51

Part-time/ Hourly Schedule	
<b>Current</b>	<b>Proposed - Lapsed Hourly Rate</b>
Annual = \$31,422	Annual = \$31,422
Daily = \$31,422/222 Days = \$141.55	Daily = \$31,422/222 Days = \$141.55
Hourly = \$141.55/8 hours = \$17.70	Hourly = \$141.55/222 Days = \$17.70
	\$17.70 = 10 and 12 month Hourly rate

U0 -Lapsed 10 month = 222 days; non-lapsed 10 month = 206 days  
 U0 -Lapsed 12 month = 260 days; non-lapsed 12 month = 243 days  
 Lapsed hourly divisor is 8 hours; non-lapsed hourly divisor is 7.5 hours

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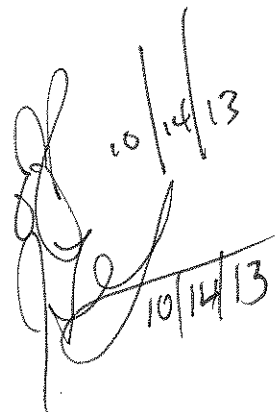
**M-DCPS PROPOSAL #5**

**RACE TO THE TOP**

M-DCPS and the UTD agree to continue negotiating the development of the 2012-2013 plan for the distribution of no less than \$20 million in Race to the Top pay for performance awards, as provided for in the grant. The parties agree to explore all available data metrics to expand opportunities for more teachers to receive performance pay awards.

**IPEGS**

M-DCPS and the UTD agree to continue negotiating as it relates to the IPEGS teacher evaluation instrument enhancements and teacher Summative Performance Ratings. Recognizing the importance of teacher evaluation, the parties agree to complete the expansion recommendation of the IPEGS performance standard indicators and update the IPEGS Procedural Handbook by April 30, 2014 for implementation in the 2014-2015 school year. M-DCPS and UTD, likewise, agree to revisit the cut scores that determine teacher Summative Evaluation Ratings when the state releases the Value Added scores. Teachers' summative evaluations will be finalized after both parties have mutually agreed on the cut scores.

  
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