

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, 2020 ~~47~~, shall continue until midnight, June 30, 2023 ~~20~~, except as specifically set forth in this agreement.
 2. By service of written notice on the other party, prior to April 1, 2021~~49~~, 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 2020-2021 ~~2018-2019~~ fiscal year, UTD agrees to renegotiate the economic provisions of this Agreement for the 2020-2021 ~~2018-2019~~ 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.

 6/16/2020

6/16/20


This Contract shall continue in full force and effect until June 30, 2023 20.

Dated at Miami, Florida, this XX day of XXXXXXXXXXXX, 2020.

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

UNITED TEACHERS OF DADE

Ms. Perla Tabares Hantman Date
Chair

Ms. Karla Hernandez-Mats Date
President

Dr. Steven Gallon III 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

DP
6/16/2020

6/16/20
DP

**MEMORANDUM OF UNDERSTANDING
2020 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 2021 Healthcare monthly premiums, contributions and subsidies effective January 1, 2021.

1. M-DCPS and UTD agree to the attached Healthcare plan designs for Cigna OAP High, Cigna OAP Standard, and Cigna Surefit as well as the attached Monthly Premium Equivalents, Contributions and Subsidies with an effective date no later than January 1, 2021. Open Enrollment will begin at an agreed upon time to provide time to educate our workforce. If employees make changes during a subsequent enrollment period, payroll adjustments will be made retroactive to January 1, 2021. Additionally, employees not participating in the Open Enrollment will be automatically assigned to the Cigna Surefit Plan with employee only coverage. Until the effective date of the new Benefits Plan Year, there will be no changes to employee cost share, and dependent premium to the currently offered Cigna LocalPlus Plan and Cigna OAP 10 and Cigna OAP 20 for the 2020 Calendar Year.
2. Upon the effective date of the new Benefit Plan Year, New Hires will continue to have a 90-calendar day waiting period for healthcare, life insurance and short-term disability. Coverage for new employee's health, life and short-term disability will be effective on the 91st day. Additionally, employee-paid benefits will be effective the first of the month following the first payroll deduction. New hires will be able to enroll in a plan of choice within 60 days from the date of hire, and if not selecting, they will be auto assigned to the Cigna SureFit Plan. The employee will remain enrolled in this option from the effective date for 12-months, and the balance of the Plan Year in which the 12-months are satisfied.
3. For Calendar Year 2021, 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. At the time of enrollment, the employee will be required to certify whether their dependent's (spouse/domestic partner) employer provides them with medical coverage. If, after the commencement of the plan year, it is determined that the employee has provided incorrect information regarding dependent's (spouse/domestic partner) eligibility for coverage from their employer, the dependent's (spouse/domestic partner) coverage will be terminated on the first of the month following receipt of this information, and the employee will be responsible for any claims incurred as of that date of termination. No further action will be taken by the District.
4. M-DCPS and UTD agree that for the 2021 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.

6/16/2020

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5. Prospectively, the salary band levels will be reviewed for indexing on a cycle of a three-year term, based upon an average of most recently published Consumer Price Index, All Urban Consumers (CPI-U), for the previous three-year period percentage change (December – December).
6. 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).
7. 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. Additionally, M-DCPS will conduct a data driven analysis based upon opt out provisions contained in other large employers’ benefit offerings and a historical alignment of healthcare premiums and opt out option value, while still ensuring compliance with current ACA provisions. The analysis will include an actuarial projection of the impact potential changes will have to the current opt out benefit on the self-insured health fund. The results will be presented at a joint healthcare sub-committee meeting.
8. 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 \$2,750 per calendar year and is determined annually by the Internal Revenue Service (IRS).
9. 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.
10. Employees will continue to be eligible for Group Term Life Insurance and Flexible Benefits as approved by the School Board on July 24th & October 2nd, 2019, Agenda Item E-150 & E-142, with the exception of legal plans as UTD has selected to only offer one of the two available legal plans, ARAG, to employees represented by UTD.
11. M-DCPS will continue to offer a Healthcare Transparency Tool application and will continue to work through the Healthcare Sub-Committee to identify ways to educate employees on use of the tool in order to maximize the use of the tool to incentivize employees towards the providers with the best quality and lowest facility costs.
12. 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.
13. M-DCPS and UTD agree to work jointly on healthcare and wellness educational strategies that will be implemented throughout calendar year 2021.
14. This MOU is incorporated into the parties’ current Collective Bargaining Agreement and is subject to the grievance and arbitration provisions therein.
15. This MOU is subject to ratification by members of the UTD bargaining unit and the School Board.

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MIAMI-DADE COUNTY PUBLIC SCHOOLS
New Benefits Plan Year Medical Plan Designs

Benefits	OAP High		OAP Standard		SureFit
	In-Network	Out-of-Network	In-Network	Out-of-Network	
Deductible (Individual/Family)	\$500/\$1,000	\$1,000/\$2,000	\$750/\$1,500	\$1,500/\$3,000	In-Network Only \$150/\$250
Out of Pocket Max(Ind/Fam)(incl ded. & copay & Rx)	\$3,000/\$6,000	\$6,000/\$12,000	\$4,000/\$8,000	\$8,000/\$16,000	\$1,500/\$3,000
Coinsurance	30%	50%	30%	50%	30%
Office Visits					
Primary Care Physician OV	\$25/ \$0 M-DCPS Clinic	50% AD	\$30/ \$0 M-DCPS Clinic	50% AD	\$20/ \$0 M-DCPS Clinic
CCN Specialist	\$50	50% AD	\$50	50% AD	\$50
Non-CCN Specialist	\$70	50% AD	\$75	50% AD	N.A.
Physical Therapy	\$35	50% AD	\$55	50% AD	\$35
Speech & Occupational Therapies	\$55	50% AD	\$60	50% AD	\$20 PCP/ \$50 SCP
Chiropractic Care (30 days per year)	\$60	50% AD	\$70	50% AD	\$45
Convenience Care Centers	\$10	50% AD	\$15	50% AD	\$10
Urgent Care	\$40	\$40	\$40	\$40	\$40
Emergency Room	\$350/\$200 preferred facilities	\$350	\$400/\$200 preferred facilities	\$400	\$300/\$150 preferred facilities
Prescription Drug Benefits (50% Retail only out-of-network benefit)					
Prescription Drug Deductible (Ind/Fam)		N/A		N/A	N/A
Retail Drug Network (no coverage for maintenance meds after 3rd fill)					
Generic ADD & ADHD	\$15.00		\$15.00		\$15.00
Generic Seven Drug Classes ¹	\$0		\$0		\$0
Generic ²	\$20 – no coverage for maintenance meds after 3 rd fill		\$20 – no coverage for maintenance meds after 3 rd fill		\$15 – no coverage for maintenance meds after 3 rd fill
Preferred Brand (Including Specialty Drugs)	\$55 – no coverage for maintenance meds after 3 rd fill	50%	\$65 – no coverage for maintenance meds after 3 rd fill	50%	\$40 – no coverage for maintenance meds after 3 rd fill
Non-Preferred Brand (Including Specialty Drugs)	\$150 – no coverage for maintenance meds after 3 rd fill		\$175 – no coverage for maintenance meds after 3 rd fill		\$125 – no coverage for maintenance meds after 3 rd fill
Mail Order Prescription (90 day supply)					
Generic ADD & ADHD	\$30.00		\$30.00		\$30.00
Generic Seven Drug Classes ¹	\$0		\$0		\$0
Generic ³	\$40		\$40		\$30
Preferred Brand (Including Specialty Drugs)	\$140	N/A	\$160	N/A	\$80
Non-Preferred Brand (Including Specialty Drugs)	\$375		\$435		\$315

6/16/20

¹ 90-Day supply on Seven Drug Classes related to the following conditions: Asthma, Blood Pressure, Blood Thinner, Cholesterol, Diabetes, Osteoporosis, Prenatal Vitamins
² For OAP High and Standard plans only - copay is \$15 for ADD and ADHD medications
³ For OAP High and Standard plans only - copay is \$30 for ADD and ADHD medications



MIAMI-DADE COUNTY PUBLIC SCHOOLS

Proposed Healthcare Monthly Premium Equivalents, Contributions and Subsidies

Effective 1/1/2020

MIAMI-DADE COUNTY PUBLIC SCHOOLS
 Proposed Healthcare Monthly Premium Equivalents, Contributions and Subsidies

No Later than 01/01/2021

Premium Rates for Employees Hired After 1/1/2018

EMPLOYEE SALARY BANDS	2020 Rates						SureFit		
	OAP High			OAP Standard			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	\$771	\$737	\$34	\$746	\$732	\$14	\$724	\$724	\$0
EE + SP/DP	\$1,860	\$1,364	\$496	\$1,800	\$1,352	\$448	\$1,746	\$1,328	\$418
EE + CH	\$1,537	\$1,176	\$361	\$1,488	\$1,168	\$320	\$1,443	\$1,149	\$294
EE + Family	\$2,951	\$2,005	\$946	\$2,856	\$1,972	\$884	\$2,770	\$1,934	\$836
SP/DP 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	\$771	\$722	\$49	\$746	\$721	\$25	\$724	\$724	\$0
EE + SP/DP	\$1,860	\$1,295	\$565	\$1,800	\$1,286	\$514	\$1,746	\$1,276	\$470
EE + CH	\$1,537	\$1,127	\$410	\$1,488	\$1,119	\$369	\$1,443	\$1,112	\$331
EE + Family	\$2,951	\$1,880	\$1,071	\$2,856	\$1,853	\$1,003	\$2,770	\$1,828	\$942
SP/DP 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	\$771	\$708	\$63	\$746	\$711	\$35	\$724	\$724	\$0
EE + SP/DP	\$1,860	\$1,183	\$677	\$1,800	\$1,175	\$625	\$1,746	\$1,197	\$549
EE + CH	\$1,537	\$1,043	\$494	\$1,488	\$1,037	\$451	\$1,443	\$1,056	\$387
EE + Family	\$2,951	\$1,655	\$1,296	\$2,856	\$1,640	\$1,216	\$2,770	\$1,672	\$1,098
SP/DP 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	\$771	\$694	\$77	\$746	\$701	\$45	\$724	\$724	\$0
EE + SP/DP	\$1,860	\$1,124	\$736	\$1,800	\$1,118	\$682	\$1,746	\$1,192	\$614
EE + CH	\$1,537	\$998	\$539	\$1,488	\$994	\$494	\$1,443	\$1,011	\$432
EE + Family	\$2,951	\$1,558	\$1,393	\$2,856	\$1,536	\$1,320	\$2,770	\$1,540	\$1,230
SP/DP 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	\$771	\$659	\$112	\$746	\$670	\$76	\$724	\$724	\$0
EE + SP/DP	\$1,860	\$948	\$912	\$1,800	\$951	\$849	\$1,746	\$1,066	\$680
EE + CH	\$1,537	\$859	\$678	\$1,488	\$868	\$620	\$1,443	\$965	\$478
EE + Family	\$2,951	\$1,227	\$1,724	\$2,856	\$1,234	\$1,622	\$2,770	\$1,410	\$1,360
SP/DP Surcharge	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67

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Coverage Tier	OAP High	OAP Standard	SureFit
Adult dependent	\$655	\$634	\$615



MIAMI-DADE COUNTY PUBLIC SCHOOLS
Proposed Healthcare Monthly Premium Equivalents, Contributions and Subsidies
No later than 01/01/2021
Premium Rates and Contributions (For Employees Hired Before 1/1/2018)

EMPLOYEE SALARY BANDS	2020 Rates											
	OAP High					OAP Standard					Surefit	
	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYROLL COST	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYROLL COST	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYROLL COST	MONTHLY PREMIUM	BOARD PAYS	EMPLOYEE PAYROLL COST
Salary Bands 1 (Under \$35K)												
Employee Only	\$771	\$737	\$34	\$746	\$732	\$14	\$724	\$724	\$0	\$724	\$724	\$0
EE + SP/DP	\$1,860	\$1,633	\$227	\$1,800	\$1,617	\$183	\$1,746	\$1,587	\$459	\$1,746	\$1,587	\$459
EE + CH	\$1,537	\$1,364	\$173	\$1,488	\$1,354	\$134	\$1,443	\$1,331	\$112	\$1,443	\$1,331	\$112
EE + Family	\$2,951	\$2,548	\$403	\$2,856	\$2,503	\$353	\$2,770	\$2,452	\$318	\$2,770	\$2,452	\$318
Spouse/Domestic Partner Surcharge	\$41.67	\$0.00	\$41.67	\$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	\$771	\$722	\$49	\$746	\$721	\$25	\$724	\$724	\$0	\$724	\$724	\$0
EE + SP/DP	\$1,860	\$1,540	\$320	\$1,800	\$1,528	\$272	\$1,746	\$1,512	\$234	\$1,746	\$1,512	\$234
EE + CH	\$1,537	\$1,300	\$237	\$1,488	\$1,290	\$198	\$1,443	\$1,279	\$164	\$1,443	\$1,279	\$164
EE + Family	\$2,951	\$2,377	\$574	\$2,856	\$2,338	\$518	\$2,770	\$2,302	\$468	\$2,770	\$2,302	\$468
Spouse/Domestic Partner Surcharge	\$41.67	\$0.00	\$41.67	\$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	\$771	\$708	\$63	\$746	\$711	\$35	\$724	\$724	\$0	\$724	\$724	\$0
EE + SP/DP	\$1,860	\$1,386	\$474	\$1,800	\$1,374	\$426	\$1,746	\$1,400	\$346	\$1,746	\$1,400	\$346
EE + CH	\$1,537	\$1,186	\$351	\$1,488	\$1,177	\$311	\$1,443	\$1,199	\$244	\$1,443	\$1,199	\$244
EE + Family	\$2,951	\$2,061	\$890	\$2,856	\$2,038	\$818	\$2,770	\$2,078	\$692	\$2,770	\$2,078	\$692
Spouse/Domestic Partner Surcharge	\$41.67	\$0.00	\$41.67	\$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	\$771	\$694	\$77	\$746	\$701	\$45	\$724	\$724	\$0	\$724	\$724	\$0
EE + SP/DP	\$1,860	\$1,308	\$552	\$1,800	\$1,296	\$504	\$1,746	\$1,306	\$440	\$1,746	\$1,306	\$440
EE + CH	\$1,537	\$1,128	\$409	\$1,488	\$1,119	\$369	\$1,443	\$1,133	\$310	\$1,443	\$1,133	\$310
EE + Family	\$2,951	\$1,928	\$1,023	\$2,856	\$1,893	\$963	\$2,770	\$1,890	\$880	\$2,770	\$1,890	\$880
Spouse/Domestic Partner Surcharge	\$41.67	\$0.00	\$41.67	\$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	\$771	\$659	\$112	\$746	\$670	\$76	\$724	\$724	\$0	\$724	\$724	\$0
EE + SP/DP	\$1,860	\$1,072	\$788	\$1,800	\$1,072	\$728	\$1,746	\$1,213	\$533	\$1,746	\$1,213	\$533
EE + CH	\$1,537	\$945	\$592	\$1,488	\$952	\$536	\$1,443	\$1,068	\$375	\$1,443	\$1,068	\$375
EE + Family	\$2,951	\$1,471	\$1,480	\$2,856	\$1,476	\$1,380	\$2,770	\$1,704	\$1,066	\$2,770	\$1,704	\$1,066
Spouse/Domestic Partner Surcharge	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67	\$41.67	\$0.00	\$41.67
Coverage Tier												
Adult dependent	\$655	\$634	\$615									

6/10/2020
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Modified UTD Proposal #2 and UTD Proposal #10
Counter to M-DCPS Compensation Proposal #1
(UTD, 2019-2020) 6/15/2020

Referendum-Eligible Employees

Full-time referendum-eligible employees currently (2019-2020) receive the previously negotiated Referendum Retirement Accruing Supplements ranging from 12.5% to 22.75%. Part-time referendum eligible employees currently (2019-2020) receive the previously negotiated premium/improvements of 8.0%.

Full-time instructional personnel who worked a good year during the 2019-2020 school year and who are active on the first calendar day of work for 10-month employees will receive a 2.5% Return to Work one-time stipend, calculated on their 2019-2020 base salary, to be paid on the first full paycheck of the new school year.*

The parties agree that the total referendum funds available for distribution to UTD bargaining Unit instructional personnel will be 88% of the total revenue collected from the voter approved .75 mills on the Certified School Taxable Value for each of the next three years (2020-2021, 2021-2022, and 2022-2023). The distribution of referendum funds will be negotiated annually by the parties for specified M-DCPS employees until the referendum sunsets or is extended via Board approval and community vote. The parties recognize the positive impact of the referendum on teacher salaries and acknowledge the need to renew the Referendum in order to achieve our education goals. Both parties agree that negotiations for referendum funds for the 2020 – 2021 school year will be re-opened should the July 1, 2020 Certified School Taxable Value increase/decrease by 5% or more from the 2019-2020 school year.

2019-2020 U1 and U0 Non-Referendum Eligible Employees

ARTICLE XVII – Paraprofessional/Associate Educator/School Support Personnel

Effective July 1, 2019, the U1 Salary Schedule will be improved by 3% for all non-referendum eligible pay grades. †
All employees will remain on their current step.

Effective July 1, 2019, full-time School Security Monitors will continue to receive the 2.0% safety proficiency supplement.

ARTICLE XVIII – Office Employees

Effective July 1, 2019, the U0 salary schedule will be improved by 3%. All employees will remain on their current step.

Based on the 2019-2020 legislative approval and the characterization of the Governor's Year of the Teacher mandate, all economic provisions are subject to the Governor's approval of the Teacher Salary Increase Allocation of the General Appropriations Act that was passed during the 2020 Legislative session. Should the Governor veto the Teacher Salary Increase Allocation of the General Appropriations Act or a reduction in the Teacher Salary Allocation occur through legislative action, the parties agree to renegotiate all economic provisions and the provisions will not be implemented until agreement is reached and ratified pursuant to law. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal.

* Good year defined according to Appendix E, Section 2.A.1; instructional personnel as outlined by Section 1012.01, Florida Statutes.

† In order to separate referendum eligible employees on the U1 Salary Schedule, employees on the U1 Salary Schedule who meet the definition of instructional personnel as outlined by Section 1012.01, Florida Statutes, will be assigned to referendum identifiers P1 (07), P2 (10), P3 (12), P4 (13), P5 (14), P6 (15), and P7 (23) effective July 1, 2018.





2020-2021 Grandfathered and Performance AO Salary Schedule

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	Adult/Vocational	12 Month
\$41,000 (Min) <u>\$47,500</u>	\$49,200 (Min) <u>\$57,000</u>	\$47,622 (Min) <u>\$55,172</u>
\$73,447 (Max) <u>\$74,182</u>	\$88,137 (Max) <u>\$89,018</u>	\$85,310 (Max) <u>\$86,163</u>

Performance A0 Salary Schedule		
10 Month	Adult/Vocational	12 Month
\$41,000 (Min) <u>\$47,500</u>	\$49,200 (Min) <u>\$57,000</u>	\$47,622 (Min) <u>\$55,172</u>
\$73,447 (Max) <u>\$74,182</u>	\$88,137 (Max) <u>\$89,018</u>	\$85,310 (Max) <u>\$86,163</u>

2020-2021 Salary Increases + Referendum Distribution

Effective July 1, 2020, Instructional Personnel on the Grandfathered and Performance AO Salary Schedules whose 2019-2020 base salary was below the newly established minimum salary of \$47,500, shall have the new base salary identified according to the chart below. Additionally, Instructional Personnel on the Grandfathered and Performance AO Salary Schedules whose 2019-2020 base salaries were \$47,501 and above will have their base salary improved by the corresponding percentage according to the chart below, effective July 1, 2020.

Effective July 1, 2020, eligible early, mid, and late career employees on the Grandfathered and Performance AO Salary Schedule within the current base salary ranges below will receive the identified Referendum Retirement Accruing Supplement. The percentage of the supplement shall be negotiated annually.

19-20 Base Salary	New 20-21 Base Salary or %Increase	20-21 Base Salary Range	20-21 RRAS	% Increase Overall RRAS + Base compared to 19-20
	\$47,500	\$47,500	0.00%	2.98%
\$41,000-\$41,399	\$47,525	\$47,525	0.50%	3.55%-2.70%
\$41,400-\$41,999	\$47,550	\$47,550	1.26%	3.38%-2.00%
\$42,000-\$42,999	\$47,575	\$47,575	4.15%	4.37%-2.00%
\$43,000-\$43,999	\$47,600	\$47,600	6.55%	4.32%-2.02%
\$44,000-\$44,999	\$47,625	\$47,625	9.00%	4.38%-2.09%
\$45,000-\$45,749	\$47,650	\$47,650	13.50%	3.70%-2.04%
\$45,750-\$45,999	\$47,675	\$47,675	14.00%	2.52%-2.00%
\$46,000-\$46,249	\$47,700	\$47,700	14.60%	2.55%-2.01%
\$46,250-\$46,499	\$47,725	\$47,725	15.25%	2.62%-2.10%
\$46,500-\$46,749	\$47,750	\$47,750	15.75%	2.56%-2.09%
\$46,750-\$46,999	\$47,775	\$47,775	16.25%	2.52%-2.00%
\$47,000-\$47,500	\$47,800	\$47,800	17.50%	3.12%-2.10%
\$47,501-\$49,999	2.00%	\$48,450-\$50,999	17.50%	3.43%
\$50,000-\$63,999	1.50%	\$51,000-\$64,749	21.00%	2.48%-2.13%
\$64,000-\$69,999	1.00%	\$64,750-\$70,699	23.97%	2.0%
\$70,000-\$72,719	1.00%	\$70,700-\$72,999	18.92%	2.0%
\$72,720+	1.00%	\$73,000+	17.03%	2.0%

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U1 Salary Schedule (Full-time)

Effective July 1, 2020 full-time eligible employees on the U1 Salary Schedule who meet the definition of instructional personnel as outlined by Section 1012.01, Florida Statutes, will receive a 2% increase to the previously negotiated Referendum Retirement Accruing Supplement (RRAS) of 12.5%, bringing their 2020-2021 RRAS to 14.5%. The percentage of the supplement shall be negotiated annually.†

Effective July 1, 2020, full-time School Security Monitors will continue to receive the 2.0% safety proficiency supplement. The supplement must be renegotiated to continue in the 2021-2022 school year.

U1 Salary Schedule (Part-time)

Effective July 1, 2020, eligible part-time employees on the U1 Salary Schedule who meet the definition of instructional personnel as outlined by Section 1012.01, Florida Statutes, will continue to receive the previously negotiated referendum Hourly Premium of 8.0%. The percentage of the Hourly Premium shall be negotiated annually.†

AS Salary Schedule

The previously negotiated 2019-2020 AS Salary schedule (improvement rate of 8.0%) will remain in effect for 2020-2021. These rates shall be negotiated annually.

AT/AU Salary Schedule

The previously negotiated 2019-2020 AT/AU Salary schedules (improvement rate of 8.0%) will remain in effect for 2020-2021. These rates shall be negotiated annually.

In keeping with the referendum language of "high quality," any employee who receives a rating less than effective, excluding developing, on his/her annual evaluation shall become eligible for and shall receive the appropriate negotiated Referendum Retirement Accruing Supplement retroactive to the negotiated effective date after he/she has fulfilled the terms of the performance improvement plan and has been rated acceptable. Until that occurs, the employee's RRAS shall remain frozen at the rate of pay from the previous year.

Terminal pay due to retirement will include Referendum Retirement Accruing Supplements in accordance with the Florida Retirement System eligibility for retirement. All other eligible terminal pay will include the Referendum Retirement Accruing Supplement as part of the daily rate in place on the last day of active pay status.

† In order to separate referendum eligible employees on the U1 Salary Schedule, employees on the U1 Salary Schedule who meet the definition of instructional personnel as outlined by Section 1012.01, Florida Statutes, will be assigned to referendum identifiers P1 (07), P2 (10), P3 (12), P4 (13), P5 (14), P6 (15), and P7 (23) effective July 1, 2018.


6/16/2020


6/16/20

11/27/2019

UTD Proposal #1 (amended)
Counter to M-DCPS Proposal 3
(UTD,2019)

ARTICLE VIII – Safe Learning Environment

Section 4. Firearms in Schools

M-DCPS and UTD are committed to the safety of students, employees, and visitors to our schools. Therefore, M-DCPS will not participate in any program that allows for employees, other than a certified police officer or licensed private security officer contracted by M-DCPS, to carry a firearm on school premises.

11/27/19
[Signature]
[Signature] 11/27/19

UTD Counter to M-DCPS Proposal 1
(UTD, 2019) 2/10/2020

ARTICLE XI. Section 1.

E. Personnel Investigations/Administrative Reviews

1. The Board shall take steps to ascertain the identity of the complainant, prior to authorization of an investigation. No investigation of an allegation against an employee shall be made on the basis of an anonymous complaint.
2. In the event of allegations and/or complaints being made against any employee, an investigation which may result in information being placed in the employee's personnel file shall not be concluded prior to the time that the employee receives identification of the complainant and the nature of the complaint.

The Personnel Investigative Model (PIM) approved and adopted by the School Board ~~on November 17, 2004 and revised on May 12, 2010~~ on September 4, 2019 and the PIM User's Guide as agreed upon by the parties, shall govern the investigative process and are hereby incorporated as part of the Agreement.


2/10/2020

2/10/2020


UTD Counter to M-DCPS Proposal #6B
(UTD, 2019) 2/10/2020

ARTICLE XIII -- EVALUATION

Section 8. Student Performance Measures

Miami-Dade County Public Schools and the United Teachers of Dade agree to explore a co-developed alternative student performance measure via a pilot program during the 2020-2021 school year. Any selected pilot program would occur simultaneously with the current student performance measure model. The current model would be utilized for teachers' summative evaluations.

Any adopted alternative student performance measure pilot program must not result in expenditures (other than staffing), increased testing, or additional disruption to the direct instruction of students. Grant funds awarded to M-DCPS for this purpose after ratification may be expended on this project.

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Revised UTD Proposal #5
(UTD, 2019-2020) 3/3/2020

ARTICLE XIV -- LEAVES/VACATION/TEMPORARY DUTY
(Effective July 1, 2020)

Section 16. Annual Leave (Vacation Leave) -- Twelve-Month (250 Days) Employees

A. Accrual -- Instructional and Paraprofessionals/School Support/ Clerical

~~Twelve-month (250 days) Paraprofessional and School Support Personnel and Instructional staff members employed in teaching positions (Salary Schedules AO and CO) and other 12-month (250 days) instructional staff members employed in schools or centers, who are primarily engaged in the instruction of students, shall accrue annual leave on the following basis:~~

Rates:

- ~~1. First year through fifth (11.5 days maximum per fiscal year);~~ three years as a 12-month employee – 1.25 days per month (15 maximum days per fiscal year).
- ~~2. Sixth year through 10th year (14.5 days maximum per fiscal year);~~
- ~~3. More than 10 3 as a 12-month employee years – 1.83 days per month (19.5 22 days maximum per fiscal year).~~

B. ~~Accrual~~ Office Employees

~~Twelve-month office (250 days) employees shall accrue annual leave at the following rates:~~

- ~~1. First three years of employment (14.5 days maximum per fiscal year);~~
- ~~2. Fourth year of employment and thereafter (19.5 days maximum per fiscal year).~~

G. Regulations -- Accrual

1. A year of service with M-DCPS, which is creditable for a good contract year (more than one-half the contractual period), shall be considered a year of creditable service for annual leave purposes.
2. A month, for annual leave purposes, is defined as a calendar month, each two consecutive pay periods, commencing with the first pay period of each fiscal year, which includes the first workday in July of such fiscal year.
3. A month for inclusion of credit towards accrual is defined as eligible for pay for 11 days or more during any month (as defined in Number 2. above).

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4. The effective date of accrual rate changes shall be determined, as of July 1, following the fiscal year during which the employee completes three, ~~five, or 10~~ years of creditable service, as applicable.
5. During leaves of absence with pay, an employee shall continue to earn annual leave credit, except in the case of an employee who is granted educational leave with pay or who is granted annual leave in conjunction with his/her resignation or termination of employment. In such cases, the employee shall not earn annual leave credits during his/her leave of absence, nor shall terminal vacation leave for which an employee is paid, upon termination, be used for accrual of additional annual leave credit.


3/3/2020

3/3/20


**M-DCPS Proposal #10
Counter to UTD Proposal #7
(UTD, 2019-2020)**

ARTICLE XIX -- TEMPORARY INSTRUCTORS/INTERIM TEACHERS

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

AS Salary Schedule

Effective July 1, 2019, the AS Salary Schedule will be improved by 8.0% for the 2019-2020 school year. These rates shall be negotiated annually.

All referendum funds designated for M-DCPS instructional personnel, as described herein, shall be appropriated, accounting for increases or decreases for the Certified School Taxable Value, and their distribution negotiated annually by the parties until the referendum sunsets or is extended via Board approval and community vote.

Both parties agree that negotiations for referendum funds for the 2019 – 2020 school year will be reopened should the July 1, 2019 Certified School Taxable Value decrease by 5% or more.

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.

Emergency temporary instructors who teach for regular full-time Special Education (SPED) teachers, except Gifted, or who teach at an Alternative Education site, as identified by an asterisk (*) in Article XXV, Section 2, shall be paid an additional \$17 per day.

401(a) FICA Alternative Plan

Effective July 1, 2020, January 1, 2021, non-FRS eligible employees on the AS Salary Schedule will be moved to a 401(a) FICA Alternative Plan. The plan provides an alternative benefit to Social Security and exempts both the employer and employee from FICA (Social Security) payroll taxes.

FICA taxes that would have otherwise been paid by the employer will be added directly to the daily rate of employees on the AS Salary Schedule. This constitutes a 6.2% increase.

In lieu of 6.2% (on gross pay) FICA taxes paid by the employee, employees will make a 7.5% the minimum required pre-tax contribution to the FICA Alternative 401(a) as prescribed by the plan provider. Employees shall be immediately 100% vested, in accordance with the FICA Alternative 401(a) plan.

5/7/20
5/7/20

**Modified UTD Proposal #9
(UTD, 2019-2020)
Counter to M-DCPS #11**

Appendix D – Compensatory Benefits

Section 5. Tax Sheltered Investment Program

The parties shall establish a joint committee to work with the Third Party Administrator (TPA) for the District's Tax Sheltered annuity program to review the current plan offerings, by provider, in order to analyze and possibly consolidate the current number of offered plans by company. Additionally, through the TPA, existing laws and regulations for representatives selling supplemental retirement products will be reviewed to identify any feasible recommendations or enhancements that would ensure employees receive sound financial advice regarding their supplemental retirement options. The Committee will use "Best Interest" and "Fiduciary" as examples of sound financial advice.

If joint committee is unable to reach agreement on a Memorandum of Understanding prior to June 30, 2021, providers for the UTD Bargaining Unit shall be limited to IBC Approved Providers and all agents representing those providers must be FINRA Certified.

The joint committee agrees to meet quarterly. Additionally, the analyses of the current number of plans offered by company and a survey of the largest school districts in Florida for best practices will be conducted by October 31, 2020. All efforts will be made to complete the process, including any recommendations for changes, by June 30, 2021.

6/15/2020
BP

6/15/20
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