

ARTICLE XXIX -- SALARY

Section 1. Non-Instructional Classification Plan

Salaries for employees in this Unit shall be adjudicated and paid in accordance with the salary schedules contained in Appendix D and pursuant to the provisions of this Article and Appendix B.

Section 2. Salary Schedule

The salary of each employee shall be as specified in Appendix D, as follows:

FISCAL YEAR 2004-2005

Effective July 1, 2004, eligible bargaining unit members shall be placed on the adjusted 2004-2005 B6 Salary Schedule in accordance with the attached conversion charts with the following exceptions pertaining to Pay Grade 25:

- ~~_____ * Employees on Step 1 of the 2003-2004 Salary Schedule who were sworn in as M-DSPD police officers after December 31, 2003 will remain on Step 1 of the adjusted 2004-2005 B6 Salary Schedule;~~
- ~~_____ * Employees on Step 2 of the 2003-2004 Salary Schedule who were sworn in as M-DSPD police officers between January 1, 2000 and December 31, 2002 will be placed on Step 4 of the adjusted 2004-2005 B6 Salary Schedule and thereafter be placed in accordance with the attached conversion charts;~~
- ~~_____ * Employees on Step 3 of the 2003-2004 Salary Schedule who were sworn in as M-DSPD police officers between April 1, 1999 and November 30, 1999 will be placed on Step 5 of the adjusted 2004-2005 B6 Salary Schedule and thereafter be placed in accordance with the attached conversion charts; and~~
- ~~_____ * School District employees who were sworn in as M-DSPD police officers after January 1, 2004 and were placed above Step 1 of the B6 Salary Schedule shall maintain the same base salary during the 2004-2005 fiscal year. Effective July 1, 2005, these employees will be placed on the first step that provides a pay increase for the 2005-2006 fiscal year and thereafter will be placed in accordance with the 2006-2007 attached conversion charts.~~

FISCAL YEAR 2005-2006

Effective July 1, 2005, eligible bargaining unit members shall be placed on the adjusted 2005-2006 B6 Salary Schedule in accordance with the attached conversion charts, with the following exception:

D.T.W.
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Initials on ^{the} all subsequent pages reflect agreement to take proposed CBA to membership to vote & not effect potential impasse
[Signature]

~~* School District employees who were sworn in as M-DSPD police officers after January 1, 2004 and were placed above Step 1 of the B6 Salary Schedule shall maintain the same base salary during the 2004-2005 fiscal year. Effective July 1, 2005, these employees will be placed on the first step that provides a pay increase for the 2005-2006 fiscal year and thereafter will be placed in accordance with the 2006-2007 attached conversion charts.~~

FISCAL YEAR 2006-2007 2007-2008

Effective July 1, 2006 2007, eligible bargaining unit members shall be placed on the adjusted 2006-2007 B6 Salary Schedule shall be improved by 4.5% and employees shall remain on the same step. in accordance with the attached conversion charts.

FISCAL YEAR 2008-2009

Effective July 1, 2008, the 2007-2008 B6 Salary Schedule shall be continued without any changes and employees shall remain on the same step.

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ARTICLE XXXI - 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 Florida State Lodge, Fraternal Order of Police, pursuant to Florida Statutes, Chapter 447.309.
- B. In the event either party does not ratify this Contract, both parties agree to return to the bargaining table for further negotiations.
- C. In the event that the Florida Public Employees Relations Commission (PERC) withdraws, suspends, revokes, or otherwise terminates certification of the FOP as the bargaining agent for the employees within the defined unit, this Contract shall be null and void.
- D. With the exception of Article XXI, Section 1, the terms of this Contract are for two (2) ~~three (3)~~ years effective July 1, 2007 ~~2004~~ through June 30, 2009 ~~2007~~.
- E. If the Florida Legislature fails to allocate adequate funds to implement the fiscal agreements in this Contract, based upon the budgetary/programmatic priorities established by the Board, the Board and/or the Union may reopen negotiations on such issues.
- F. During negotiations, unit employees will continue to be governed by the current economic agreement. These provisions will govern until negotiations for the revised economic package have been concluded and agreement is reached or impasse procedures have been exhausted. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal.

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2/24/10
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This Contract shall continue in full force and effect until midnight, June 30, 2009 2007.

DATED at Miami, Florida this 24 day of February, 2010.

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

**FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE**

By: _____
Solomon C. Stinson
Chair

By: _____
Howard Giraldo
President, FOP Lodge 133

By: _____
Perla Tabares Hantman
Vice-Chair

By: Joe Puleo / John D. Fay GC.
Joe Puleo
Staff Representative

By: _____
Alberto M. Carvalho
Superintendent of Schools

APPROVED AS TO FORM

J.T. Williams
2/24/10

APPENDIX D
SCHOOL POLICE SALARY SCHEDULE - B6
 12 Months (260 days)
 (Effective July 1, 2006 2007)

| CODE TITLE PAYGRADE | * STEP 00 | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|------------------------------|-----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| 9096 Patrol Officer 25 | \$28,923 | \$35,873 | \$37,184 | \$38,633 | \$40,144 | \$41,708 | \$43,334 | \$46,385 | \$48,928 | \$52,688 | \$58,259 |
| | \$30,225 | \$37,487 | \$38,857 | \$40,371 | \$41,947 | \$43,585 | \$45,960 | \$48,472 | \$51,130 | \$54,975 | \$60,881 |
| 9097 Sergeant 27 | N/A | \$48,675 | \$51,274 | \$54,048 | \$56,924 | \$59,998 | \$64,280 | \$67,762 | N/A | N/A | N/A |
| | | \$50,865 | \$53,578 | \$56,449 | \$59,486 | \$62,698 | \$67,173 | \$70,811 | | | |
| 9098 Lieutenant 29 | N/A | \$62,344 | \$65,263 | \$66,846 | \$71,903 | \$74,685 | N/A | N/A | N/A | N/A | N/A |
| | | \$65,118 | \$68,200 | \$69,823 | \$75,139 | \$78,046 | | | | | |

* - Step 00 until completion of Criminal Justice Institute (SCJI)

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ARTICLE VI -- GENERAL PROVISIONS

Section 1. The FOP and its members agree fully to abide by laws and regulations of the federal and state government prohibiting discrimination, to support actively and fully the current affirmative action policies, programs, and plans of the school system, and to actively encourage qualified applicants of all ethnic groups and both sexes to seek available promotional opportunities in M-DCPS.

Section 2. The FOP agrees to properly represent the interest of all employees in the bargaining unit, pursuant to Florida Statutes, Chapter 447.

Section 3. Members of the unit will have the opportunity to process complaints and grievances under the terms of this Contract, in accordance with procedures set forth in Article XI.

Section 4. The FOP recognizes the right and obligation of the Superintendent to manage the total school system. Nothing in this Contract is to be interpreted as interfering with the Superintendent's right to communicate with any or all members of the unit on any matter concerning policies, procedures, or operations of the school system.

Section 5. The FOP will be afforded the right to review proposed, amended, or rescinded Standard Operating Procedures (SOP), which impact terms and conditions of employment, prior to implementation.

Section 6. Any grievances filed and demands for impact bargaining shall be in accordance with applicable state law.

J.T. V. J.
2/24/10
Initials on this and
pages reflect agreement to take
proposed CBAs to membership
to vote & not effect potential impasse
Jy 2-24-10

ARTICLE IX – UNION REPRESENTATIVES

Section 3. Released time shall be granted for a FOP designated Union Representative to attend School Board meetings when there are scheduled agenda items which relate directly to wages, hours, terms and conditions of employment for FOP's unit members. When the designated Union Representative is not available, release time shall be granted for an alternate Union designated representative to attend said meetings, upon sufficient notice to the Chief of Police or his designee.

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ARTICLE XI -- GRIEVANCE PROCEDURE

Section 1. Purpose

It is recognized that complaints and grievances may arise between the employer and any one or more employees concerning the application or interpretation of the terms and conditions of employment as defined in this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt, and equitable manner so that the efficiency of M-DCPS may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and the bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his standing with the employer.

In recognition of the importance of the role of the Union Representative in resolving problems or disputes between the employer and its employees, the Employer reaffirms its commitment to the active involvement of Union Representatives in the dispute resolution process set forth in this Article.

Section 2. Definitions

- A. Grievance -- Formal allegation by an employee(s) that there has been a violation, misinterpretation, or misapplication of any of the terms and conditions of employment set forth in this Agreement.
- B. Aggrieved Employee -- Employee filing the grievance.
- C. Bargaining Agent -- The employee organization certified as the exclusive bargaining agent, pursuant to Chapter 447 of Florida Statutes.
- D. Days -- As referred to in the time limits herein, days shall mean specified working days (i.e., Monday through Friday).
- E. Letter of Inquiry -- Request in writing on proper M-DCPS form to Labor Relations seeking clarification of Miami-Dade County Public Schools Rules, state law, or this Agreement.

Section 3. Letter of Inquiry

Either an assistant, associate, chief officer, Chief of School Police, or bargaining agent may send a Letter of Inquiry on the stipulated Letter of Inquiry Form to Labor Relations for the purpose of seeking a clarification of Miami-Dade County Public Schools Rules, state law, and/or terms and conditions of employment as set forth in this Agreement.

Labor Relations shall respond, whenever possible, within 10 working days of receipt of the Letter of Inquiry. If the interpretation of the Letter of Inquiry is not satisfactory, a formal grievance may be filed, but in no event shall a Letter of Inquiry have to be submitted prior to the filing of a grievance.

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ARTICLE XI (cont.)

Section 4. Procedures

STEP I -- The aggrieved employee, with or without the Union Representative, shall discuss the problem or dispute with the Captain or the highest ranking Unit Supervisor outside the bargaining unit within ~~six~~ eight working days (excluding weekends and holidays) of the occurrence or employee's knowledge of the occurrence resulting in the problem or dispute.

If, after discussion with the Captain the problem has not been resolved, the grievance form shall be offered stating the specific article, section, and language alleged to have been violated, misinterpreted, or misapplied, within five working days to the Captain, who will have five days to render a decision.

STEP II -- If the grievance or dispute has not been satisfactorily resolved at Step I, the aggrieved employee may appeal the grievance to the Assistant Chief, School Police, within five working days after the Captain's response is due. The Assistant Chief, School Police, shall respond within 10 working days.

STEP III -- If the grievance has not been satisfactorily resolved at Step II hereof, the employee may appeal the grievance to the Chief of School Police within five working days. The Chief of School Police shall respond within 10 working days.

Failure to observe the time limits for submission of a grievance, at any step, will automatically result in the grievance being considered abandoned. Failure to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.

A Union representative may call Labor Relations and receive a grievance number.

The parties acknowledge that as a principle of interpretation, employees are obligated to work, as directed, while grievances are pending.

All responses required in Steps II and III above shall be directed to the employee, with a copy furnished to the FOP.

The resolution of any grievance processed by a unit member without Union representation shall be in accordance with this Contract.

No more than two Union Representatives shall be present at any grievance hearing except, if warranted, the number of Union Representatives may be increased by mutual agreement.

It is understood and agreed by the employer, members of the unit, and the bargaining agent, that the resolution of complaints which are grievable or litigable shall be pursued through the grievance procedure until such remedy is exhausted.

The parties acknowledge that multiple grievances may be combined with the mutual agreement of the employer. Grievances of a general nature relating to the provisions of this Contract may be processed directly at Step II by the FOP.

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ARTICLE XI - - GRIEVANCE PROCEDURE

Section 5. Arbitration

- A. If the decision of the Chief of School Police or his/her designee has not satisfactorily resolved the grievance, the FOP may request arbitration, in writing, to Labor Relations, no later than 15 working days after the rendering of the decision by the Chief of Police or his/her designee. Upon receipt of request for arbitration and, in no event later than 15 working days, Labor Relations shall set in motion the necessary procedure to expedite an early hearing by the arbitrator.

The Union shall have the exclusive right to advance a grievance to arbitration in accordance with applicable state law.

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

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ARTICLE IV -- EMPLOYER RIGHTS

The provisions of this Contract are not to be interpreted in any way or manner to change, amend, modify, or in any other way, to delimit the exclusive authority of the School Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the Board and Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, State Board Rules and Regulations, School Board Rules, and established practice, shall continue to be exercised exclusively by the Board and Superintendent without prior notice or negotiations with the FOP, except as specifically and explicitly provided for in the stated terms of this Contract. Such rights thus reserved exclusively to the Board, the Superintendent, and their designated representatives, by way of illustration and not by way of limitation, include the following: selection, promotion, assignment, and transfer of employees; the evaluation of performance of employees; the separation, suspension, dismissal, and termination of police personnel for just cause; and, the designation of the organizational structure and the lines of administrative authority of M-DCPS.

It is understood and agreed that management possesses the sole right, duty, and responsibility for operation of the schools and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the Agreement. Further, the FOP will continue to have the right to impact bargain regarding the exercise of employer rights, in accordance with applicable state law.

D.T. [Signature]
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ARTICLE XII -- WORKING CONDITIONS

Section 1. Work Scheduling

- A. The standard number of working hours during any standard work week will normally be 40 hours.
- B. The normal work week shall consist of no more than five consecutive eight hours work days or four consecutive days of ten hours at the regular rate of pay.
- C. Employees shall be entitled to two days off after a five-day normal work week and three days off after a four-day normal work week.
- D. Seniority within rank shall be a consideration in the assignment of days off and shifts which shall be bid once a year and the results posted by the last day of June.

Section 3. Layoffs and Recall

- A. A layoff is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.
- B. Employees affected by a layoff shall be notified at least 10 working days prior to the effective date of layoff and informed of the approximate duration of the layoff, if known.
- C. Layoff will be by seniority order within the affected job classification. Job classification shall be defined as bargaining unit members in the ranks of Lieutenant, Sergeant, and Officer. Layoff will be with the least senior employee laid off first in the order of Officer, Sergeant, and then Lieutenant. Recall will be in reverse order, with the senior employee recalled first. No other criteria will be used to determine who is laid off or recalled.
- ~~D. The employee removed from his/her job classification by the procedure described in Paragraph C. above shall have the right to bump an employee with less seniority in the affected job classification.~~

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ARTICLE XII -- WORKING CONDITIONS

Section 10. School District Events

Bargaining unit members shall have the right of first refusal to provide security for all School Board sponsored K-12 functions/events/activities where a law enforcement presence is necessary. The right of first refusal applies to K-12 and only after an employee's work hours.

Procedures governing this provision shall be developed by the Chief of Police.

D.T. U. J.
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ARTICLE XXI – INSURANCE AND OTHER BENEFITS

Section 12. Uniform Allowance

- A. Employees who are required to wear uniforms on a regular or as-needed basis shall receive a ~~\$400~~ 500 annual allowance for the maintenance and upkeep of such uniforms; those officers assigned to plain clothes duty shall receive an additional annual allowance of \$200.

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ARTICLE XXV – EDUCATION AND TRAINING

Section 3. Promotional Procedures

- A. The Board shall announce promotional examinations at least 30 days in advance of the application deadline. The Board shall provide a list of reference material and resource material from which the examination will be produced. Eligibility to apply for a promotion shall be based on the employee's status on the date of the application deadline. In addition, an employee must not have any record of discipline in the employee's personnel file relating to serious job related incidents within the previous six months.
- B. The Board shall fill promotional vacancies prior to the expiration of an existing eligibility list; however, this provision may be waived in the event of budgetary constraints.
- C. The Board shall continue to have the right to affect revisions in promotional examination procedures and criteria. The Board will meet with representatives of the FOP in conjunction with the promotional examination announcement for the purpose of discussing the testing procedures and scoring methodology to be utilized in the upcoming promotional examination process. Additionally, either party may request a meeting at any time to discuss this subject matter.
- D. Promotion lists for sergeants and lieutenants will be in effect for two years. Assessments will be completed and a new promotional lists will be established to replace the expired lists revised bi-annually.

J.T. Ud.
2/24/10
P.Y.
2-24-10

ARTICLE XXIX -- SALARY

Section 1. Non-Instructional Classification Plan

Salaries for employees in this Unit shall be adjudicated and paid in accordance with the salary schedules contained in Appendix D and pursuant to the provisions of this Article and Appendix B.

Section 2. Salary Schedule

The salary of each employee shall be as specified in Appendix D, as follows:

FISCAL YEAR 2009-2010

Effective December 25, 2009, the B6 Salary Schedule shall be improved by 2% and employees shall remain on the same step.

J.T. W. J.
2/24/10
PJ
2-24-10

ARTICLE XXXI - 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 Florida State Lodge, Fraternal Order of Police, pursuant to Florida Statutes, Chapter 447.309.
- B. In the event either party does not ratify this Contract, both parties agree to return to the bargaining table for further negotiations.
- C. In the event that the Florida Public Employees Relations Commission (PERC) withdraws, suspends, revokes, or otherwise terminates certification of the FOP as the bargaining agent for the employees within the defined unit, this Contract shall be null and void.
- D. With the exception of Article XXI, Section 1, the terms of this Contract are for three (3) years effective July 1, 2009 through June 30, 2012; however, each party may also reopen wages and up to two articles/appendices for each subsequent fiscal year by service of written notice on the other party prior to April 1.
- E. If the Florida Legislature fails to allocate adequate funds to implement the fiscal agreements in this Contract, based upon the budgetary/programmatic priorities established by the Board, the Board and/or the Union may reopen negotiations on such issues.
- F. During negotiations, unit employees will continue to be governed by the current economic agreement. These provisions will govern until negotiations for the revised economic package have been concluded and agreement is reached or impasse procedures have been exhausted. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal.

D.T. U.S.
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This Contract shall continue in full force and effect until midnight, June 30, 2012.

DATED at Miami, Florida this 24 day of February, 2010.

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

**FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE**

By: _____
Solomon C. Stinson
Chair

By: _____
Howard Giraldo
President, FOP Lodge 133

By: _____
Perla Tabares Hantman
Vice-Chair

By: _____ ^{ESD}
Joe Puleo
Staff Representative
John Fry QC

By: _____
Alberto M. Carvalho
Superintendent of Schools

APPROVED AS TO FORM

DT-undj
2-24-10
JPJ
2-24-10

APPENDIX D

SCHOOL POLICE SALARY SCHEDULE - B6

12 Months (260 days)

(Effective July 1, 2007 December 25, 2009)

| CODE TITLE PAYGRADE | *STEP 00 | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 | STEP 8 | STEP 9 | STEP 10 |
|------------------------------|-------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------------|
| 9096 Patrol Officer 25 | \$30,225 | \$37,487 | \$38,857 | \$40,374 | \$41,947 | \$43,585 | \$45,960 | \$48,472 | \$51,130 | \$54,975 | \$60,884 |
| | \$30,830 | \$38,238 | \$39,636 | \$41,180 | \$42,787 | \$44,457 | \$46,881 | \$49,443 | \$52,153 | \$56,076 | \$62,099 |
| 9097 Sergeant 27 | N/A | \$50,865 | \$53,578 | \$56,449 | \$59,486 | \$62,698 | \$67,173 | \$70,914 | N/A | N/A | N/A |
| | | \$51,884 | \$54,651 | \$57,578 | \$60,676 | \$63,952 | \$68,517 | \$72,229 | | | |
| 9098 Lieutenant 29 | N/A | \$65,118 | \$68,200 | \$69,923 | \$75,139 | \$78,046 | N/A | N/A | N/A | N/A | N/A |
| | | \$66,422 | \$69,564 | \$71,220 | \$76,642 | \$79,607 | | | | | |

* - Step 00 until completion of Criminal Justice Institute (SCJI)

D.T. King
2/24/10
PJ
2-24-10

**MEMORANDUM OF UNDERSTANDING
2010 HEALTH INSURANCE PLAN**

Pursuant to Article XXI, Section 1.A of the Labor Contract between Miami-Dade County Public Schools (M-DCPS) and the Florida State Lodge, Fraternal Order of Police (FOP), 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 2010 Plan Design Options, OAP 10 and OAP 20, and Scenario 2, employee contribution structure for calendar year 2010. This MOU addresses health insurance plan designs, including levels of benefits and employer contribution levels.

1. M-DCPS and FOP agree to the attached 2010 Plan Design Options and Scenario 2, employee contribution structure for calendar year 2010.
2. M-DCPS and FOP agree that the 2010 Plan Design Options became effective January 1, 2010 through December 31, 2010.
3. M-DCPS and FOP agree that M-DCPS shall continue to maintain its current "opt out" feature at \$100.00 per month, based upon certification of other healthcare coverage. Employees who "opt out" shall not receive the flex benefit dollars identified in number 6 below.
4. M-DCPS and FOP agree to continue providing a debit card for use with the medical flexible spending account at no charge to the employee.
5. Employees who choose dependent coverage will enroll eligible dependents in the healthcare selection in which the employee is enrolled.
6. M-DCPS agrees to a contribution for calendar year 2010 of \$456.00 per eligible employee enrolled in the District 2010 health plan to be used for paid flexible benefits to include Vision, Dental, Legal, Term Life, Long Term Disability, ID Watchdog Identity Theft, Hospital Indemnity Insurance, to offset the cost of dependent coverage or in cash, on a per payroll basis.
7. Employees will continue to be eligible for Group Term Life Insurance and Flexible Benefits as approved by the School Board on September 9, 2009 in Agenda Item E-68.
8. This MOU is incorporated into the parties' current Collective Bargaining Agreement and is subject to the grievance and arbitration provisions therein.

D.T. U.S.
2/24/10

J.M.
2-24-10

9. FOP unit members will be given an opportunity to make changes during an open enrollment period from March 18, 2010 to March 26, 2010; all changes become effective April 1, 2010.
10. If the employee benefit selection changes are subject to arrears, payments of these arrears will be collected prior to June 30, 2010.
11. This MOU is subject to ratification by members of the FOP bargaining unit and the School Board.

DATED at Miami, Florida this 24 day of February, 2010.

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

**FLORIDA STATE LODGE,
FRATERNAL ORDER OF POLICE**

Solomon C. Stinson
Chair

Date

Joseph Puleo
Staff Representative

John D. Fry
Date

Perla Tabares Hantman
Vice Chair

Date

Howard Giraldo
President, FOP Lodge 133

Date

Alberto M. Carvalho
Superintendent of Schools

Date

APPROVED AS TO FORM

School Board Attorney

DT-UNJ
2/24/10

Miami-Dade County Public Schools - 2010 Plan Design Options
Open Access Plus (OAP) 20 and Open Access Plus (OAP) 10 - CIGNA National Network Platform

| | 2010 | |
|--|---|---|
| | OAP 20 Plan * | OAP 10 Plan * |
| | In-Network | Non-Network |
| General Provisions | | |
| Annual deductible (IE) | \$250/\$500 | \$1,000/\$2,000 |
| Hospital Admission Copay (Employee Pays) | 20% after deductible | None |
| Annual Out-of-Pocket Max (excluding deductible) (IE) | \$1,500 / \$3,000 | 10% of allowable charges |
| Is a PCP election/referral required | No | No |
| Lifetime Maximum | Unlimited | Unlimited |
| Do deductibles cross accumulate (in/out of network) | No Cross Accumulation | No Cross Accumulation |
| Plan Coinsurance (Plan Pays) | 80% | 60% |
| Outpatient Services | | |
| Physician Charges | | |
| Primary Care Physician Office Visit | 100% after \$20 copay | 60% after deductible |
| Specialist Office Visit | 100% after \$40 copay | 60% after deductible |
| Preventive Care | | |
| Immunizations | 100% after \$20 copay | 60% after deductible |
| Hearing Examination (limit 1 per year through age 16) | 100% after \$20 copay | 60% after deductible |
| Well Child Care - Performed by PCP/Pediatrician (immunizations included) | 100% after \$20 copay | 60% after deductible |
| Annual Physical (limit 1 per year) | 100% after applicable copay | Not Covered |
| Vision Screening for children through age 18 (limit 1 per year at PCP office) | 100% after applicable copay | (except well women exam) 60% after deductible |
| Gynecological visit (office visit, pap test) | 100% after applicable copay | Not Covered |
| Mammograms (routine) | 100% | 100% |
| Mammograms (Diagnostic) | 100% | 60% after deductible |
| Diagnosis and Treatment | | |
| Laboratory | 100% | 60% after deductible |
| Non-Hospital Based Diagnostic Imaging (CT Scans, Pet Scans, MRI, nuclear medicine, X-Ray and Sonogram) | 100% after \$100 copay | 60% after deductible |
| Hospital Based Diagnostic Imaging (CT Scans, Pet Scans, MMRI, nuclear medicine, X-Ray and Sonogram) | 80% after deductible | 60% after deductible |
| Medication administered at provider location | 80% after deductible | 60% after deductible |
| Short-Term Therapies - Speech, Physical, Respiratory (prior notification required) | 100% after \$40 copay | 60% after deductible |
| Therapeutic Treatments (Dialysis, intravenous, chemotherapy, radiation, or other intravenous infusion therapy) | 40 visits each per calendar year combined in and out of network | 40 visits each per calendar year combined in and out of network |
| Maternity Care | 80% after deductible | 60% after deductible |
| Childbirth Classes | Not covered | Not covered |

[Handwritten Signature]
 2/24/10
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Miami-Dade County Public Schools - 2010 Plan Design Options
Open Access Plus (OAP) 20 and Open Access Plus (OAP) 10 - CIGNA National Network Platform

| | OAP 20 Plan * | | OAP 10 Plan * | |
|---|---|--|---|--|
| Outpatient Surgery - Non-Hospital Based Performed in a primary care physician's office and specialist's office Performed in free standing facility (non hospital) | 100% after \$40 copay 100% after \$100 copay | 60% after deductible | 100% after \$40 copay 100% after \$100 copay | 70% after deductible |
| Outpatient Surgery - Hospital Based | 80% after deductible | 60% after deductible | 90% | 70% after deductible |
| Dental Services (Resulting from accident only) Performed in physician's office Emergency Care Emergency Room | 100% after \$40 copay Prior notification required 100% after \$200 copay \$100 copay if JMH facilities (waived if admitted) | 60% after deductible 100% after \$200 copay \$100 copay if JMH facilities copays waived if admitted if not true emergency, 60% after deductible | 100% after \$40 copay Prior notification required 100% after \$200 copay \$100 copay if JMH facilities (waived if admitted) | 70% after deductible 100% after \$200 copay \$100 copay if JMH facilities copays waived if admitted if not true emergency, 70% after deductible |
| Urgent Care | 100% after \$50 copay (waived if admitted) | 60% after deductible | 100% after \$50 copay (waived if admitted) | 70% after deductible |
| Convenience Care | 100% after \$20 copay | 60% after deductible | 100% after \$20 copay | 70% after deductible |
| Mental Health and Substance Abuse (Prior Authorization required) | | | | |
| Crisis Intervention | 100% after \$40 copay | 60% after deductible | 100% after \$40 copay | 70% after deductible |
| Alcohol and Drug Treatment | 100% after \$40 copay (\$20 copay for group sessions) | 60% after deductible | 100% after \$40 copay (\$20 copay for group sessions) | 70% after deductible |
| Inpatient Services | | | | |
| In-Hospital Services | | | | |
| Room and Board | 80% after deductible Prior notification required | 60% after deductible | 90% of allowable charges Prior notification required | 70% after deductible |
| Semi-private | | | | |
| Intensive care | | | | |
| Maternity | | | | |
| Routine Nursery | | | | |
| Operating Room | | | | |
| Bariatric Surgery | Not Covered | Not Covered | 90% of allowable charges | Not Covered |
| Anesthesia | 80% after deductible | 60% after deductible | 90% of allowable charges | 70% after deductible |
| Nursing Care | 80% after deductible | 60% after deductible | 90% of allowable charges | 70% after deductible |
| General | | | | |
| Private (if authorized by Plan) | 80% after deductible | 60% after deductible | 90% of allowable charges | 70% after deductible |
| Services and Supplies (medications, intravenous therapy, supplies and dressing, blood and administration) | | | | |
| Physician visits and services (surgical, medical) | 80% after deductible | 60% after deductible | 90% of allowable charges | 70% after deductible |
| Inpatient Therapy Services (short term physical, oxygen and respiration, short term rehab) | 80% after deductible | 60% after deductible | 90% of allowable charges | 70% after deductible |
| Laboratory Diagnostic Imaging while confined overnight | 80% after deductible | 60% after deductible | 90% of allowable charges | 70% after deductible |
| X-ray | | | | |
| Nuclear medicine | | | | |
| Sonography | | | | |
| Radiation therapy | | | | |
| Mental Health and Substance Abuse Residential Treatment | 80% after deductible Prior notification required | 60% after deductible | 90% of allowable charges Prior notification required | 70% after deductible |

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Miami-Dade County Public Schools - 2010 Plan Design Options
Open Access Plus (OAP) 20 and Open Access Plus (OAP) 10 - CIGNA National Network Platform

| | OAP 20 Plan * | OAP 10 Plan * |
|--|---|---|
| Other Services | | |
| Out of Area Hospitalization | | |
| Emergency | 100% after \$200 copay (waived if admitted) | 100% after \$200 copay (waived if admitted) |
| Admission when referred by physician with approval from Care Coordination | 80% after deductible | 90% of allowable charges |
| Skilled Nursing Facility | 80% after deductible Prior notification required Limited to 90 days/calendar yr | 90% of allowable charges Prior notification required Limited to 90 days/calendar yr |
| Emergency Ambulance Service | 100% after \$50 copay | 100% after \$50 copay |
| Family Planning Counseling and evaluation in physician's office Counseling and evaluation in specialist's office Elective sterilization performed in physician's office Implantable or injectable contraceptives | Not covered | Not covered |
| Infertility Treatment (limited to diagnosis and correction of medical condition only) Medical office visit including test and counseling | 100% after \$40 copay | 100% after \$40 copay |
| Infertility Surgery (including In-Vitro Fertilization, Artificial Insemination, GIFT, ZIFT, etc.) | Not covered | Not covered |
| Allergy Treatment/injections without an office visit PCP-evaluation/office visit Specialist-evaluation/office visit | Covered at 100% after \$20 copay (PCP) or \$40 copay (Specialist) | Covered at 100% after \$20 copay (PCP) or \$40 copay (Specialist) |
| Home Health Care (prior notification required) | 100% after \$20 copay Home Health Therapy Days count towards | 100% after \$20 copay |
| Prosthetics Devices | 100% after \$100 copay (initial purchase only) | 100% after \$100 copay (initial purchase only) |
| Durable Medical Equipment | Not covered | Not covered |
| Audiology Screening | 100% after \$40 copay | 100% after \$40 copay |
| Podiatry | 100% after \$40 copay | 100% after \$40 copay |
| Chiropractic | 100% after \$40 copay | 100% after \$40 copay |
| Dermatologist | 80% after deductible | 90% of allowable charges |
| Hospice Care | Same as Retail/Mail benefit described below Some injectable medications require prior notification/auth and are not available through mail | Same as Retail/Mail benefit described below Some injectable medications require prior notification/auth and are not available through mail |
| Prescription Drugs Self Administered Injectables | 60% after deductible | 70% after deductible |
| Retail Generic / Formulary Brand / Non-Formulary (up to 31 day supply) | 100% after \$10/\$30/\$50 | 100% after \$10/\$30/\$50 |
| Mail Generic / Formulary Brand / Non-Formulary (up to 90 day supply) | 100% after \$20/\$60/\$100 | 100% after \$20/\$60/\$100 |

OAP10 and OAP20 benefit designs include autism spectrum disorder coverage as specified by Florida Legislature.

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 2-24-10
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 2-24-10

FOP Collective Bargaining 11.30.09 Scenario 2
All Employees get OAP 20 Coverage for Free

Open Access Plus (OAP)

| | (1) Up to \$25k Enrollment | | (2) >\$25k up to \$40k Enrollment | | (3) >\$40k up to \$55k Enrollment | | (4) >\$55k up to \$85k Enrollment | | (\$)>\$85k+ Enrollment | |
|-----------------|----------------------------|--------|-----------------------------------|--------|-----------------------------------|--------|-----------------------------------|--------|-------------------------|--------|
| | Employee Cost Per Month | OAP 20 | Employee Cost Per Month | OAP 20 | Employee Cost Per Month | OAP 20 | Employee Cost Per Month | OAP 20 | Employee Cost Per Month | OAP 20 |
| Employee | \$76 | \$0 | \$101 | \$0 | \$116 | \$0 | \$131 | \$0 | \$146 | \$0 |
| EE+ Spouse | \$184 | \$122 | \$245 | \$182 | \$348 | \$286 | \$393 | \$331 | \$438 | \$376 |
| EE + Child(ren) | \$152 | \$90 | \$202 | \$140 | \$290 | \$228 | \$328 | \$265 | \$365 | \$303 |
| EE + Family | \$292 | \$230 | \$388 | \$326 | \$523 | \$460 | \$590 | \$528 | \$658 | \$595 |

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