

## **APPENDIX D -- COMPENSATORY BENEFITS**

### **Section 1. Legal Services**

- A. When any parent or other person not subject to the discipline of the Board or its administrative or instructional staff assaults any employee of the school system, as covered by this Contract, whether instructional or non-instructional, on school property or elsewhere, and, in the opinion of the Superintendent, the assault is school-connected, said employee may request of the Superintendent the right of consultation with the Board Attorney. Upon recommendation of the Superintendent or his/her designee, said employee may consult with the Board Attorney for the purpose of determining his/her rights and to receive assistance in the prosecution of the violation of the law perpetrated upon him/her.
- B. The Board recognizes that under the provisions of Florida Statutes, Sections 231.06 and 231.07, certain persons who upbraid, abuse, insult, or assault personnel of the Board shall be guilty of a crime, and that, in appropriate instances, the Superintendent or his/her designee, at the discretion of the Board, may initiate the prosecution of violators of the aforementioned statutes.

### **Section 2. Insurance and Other Benefits**

#### **A. Health Insurance**

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

The plan design for the 2006 calendar year will provide for three plan options, a Point of Service (POS) and two HMOs. Additionally, the School Board will provide during calendar year 2006 an opt-out provision for those benefit-eligible employees who can attest that they have health coverage elsewhere. The 2006 calendar year health insurance program will commence on January 1, 2006.

The specific terms of the 2006 health insurance plan are outlined in the Memorandum of Understanding (MOU) executed by the parties, and said MOU is incorporated herein and made a part of this collective bargaining agreement and is subject to the grievance/arbitration procedures as defined in Appendix A of this collective bargaining agreement. The 2006 health insurance plan is subject to change in future calendar years, after the parties engage in negotiations pursuant to Chapter 447, Florida Statutes and Article XXIX (D)(3) of this collective bargaining agreement.

- 2. Coverage for health benefits for full-time employees begins the first day of employment. Coverage for flexible benefits begins the first of the month following the date of hire. Coverage for dependents is effective the first of the month following the first payroll deduction. Coverage for all such employees and covered dependents will expire on the last day of the last month of

employment. Ten month employees who terminate or retire on the last day of school in June (and their covered dependents) will be carried forward until August 31 of the same year. Coverage for dependents must be continued until the end of the calendar year, unless a family status change occurs, pursuant to Internal Revenue Service rules.

3. Eligible retirees may select any health plan offered to active full-time employees at rates no greater than those charged to active employees. Premiums for retirees and their dependents are paid by the retiree. Claims experience for retirees will be commingled with active employee and dependent claims for purposes of rate-setting.
4. Certified employees who work one-half time, as specified in Appendix E, Section 1(B)(11), shall be offered the M-DCPS fringe benefits program at one-half the cost for the employee on an optional basis.

#### B. Retirement Incentive Program

For employees retiring from full-time service and who are retiring and terminating\* within the fiscal year (defined to allow completion of the current school year) in which they first become eligible for normal retirement as defined in 1., 2., and 3., below, the Board will establish a temporary retirement incentive program, which will provide reimbursement of the retiree's personal health insurance or health maintenance organization premiums until such time as the retiree becomes eligible for Medicare Parts A and B, at which time said reimbursement shall no longer be made.

**\*Note:** Employees who have retired under the Deferred Retirement Option Program (DROP) and terminate employment within the fiscal year in which they first became eligible for normal retirement are eligible for this incentive. However, employees who have retired under DROP and continue employment beyond their first fiscal year of eligibility shall not be eligible for this incentive.

The date when an employee first becomes eligible for benefits under this Section will include the earliest of the following:

1. an employee's eligibility for normal retirement under the Florida Retirement System; or
2. an employee's eligibility for normal retirement under the Teachers' Retirement System; or
3. an employee's eligibility for normal retirement under the State and County Officers and Employees Retirement System.

In addition, employees who retire under the M-DCPS Early Retirement Plan, as

outlined in Appendix D, Section 8, shall be eligible.

The reimbursement will be paid once, annually, during the month of October, upon presentation of a paid premium invoice and a copy of a canceled check or money order. All substantiation must be submitted to the Office of Risk and Benefits Management by August 31 of the respective year on designated forms.

The amount of reimbursement will be prorated by the complete calendar months of coverage, but limited to no more than \$1,200 annually during the duration of this Contract.

Ten-month employees who are otherwise eligible, but who will not attain normal retirement age until after July 31, but prior to October 1, may retire after completion of service in June with a reduced state retirement benefit, without forfeiting their entitlement to this reimbursement.

The parties agree to mutually explore a retirement program whereby the School Board may contribute to the employee's purchase of out-of-state service, as authorized by state law.

**C. Life Insurance**

1. Eligible full-time employees will receive term life insurance equal to one time the employee's annual base salary effective January 1 each year, for the term of this Contract. Such coverage is paid by the School Board.
2. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five times annual base salary. Proof of insurability to the satisfaction of the insurance company may be required for the optional coverage,
3. Dependent term life coverage is also made available through payroll deduction, pursuant to terms agreed to by the School Board and the contracted company.

- D. Effective on January 1 of each year for the term of this Contract, the Board agrees to provide each part-time employee in active employment on that date, who has worked at least 450 hours during the period from September 1 through August 31 of the year prior to January 1, with a \$5,000 term life insurance policy, effective through December 31 of the calendar year of eligibility, and the Board-paid Vision Care Indemnity Plan.
- E. COBRA benefits, rights, and responsibilities will be afforded to all eligible employees and enrolled dependents pursuant to federal law.

**Section 3. Travel Reimbursement**

- A. In Miami-Dade County for Eligible Employees

1. Eligible employees shall obtain reimbursement for travel within Miami-Dade County. Employees whose duties for the school system require them to travel within the county from their official headquarters to other locations shall be reimbursed for travel in a privately-owned vehicle on the basis of the maximum mileage allowance under Florida law. Mileage allowance shall be computed at the maximum allowable rate per mile for distance actually traveled on official business, as established in Board Rule 4C- 1.07 and the Travel Procedures Manual.
2. Eligible employees are entitled to per diem or meal and lodging allowance for approved travel on official business within the county.
3. Employees shall be paid the maximum amount of per diem or meal and lodging allowances authorized by Board Rule 4C- 1.07 and the Travel Procedures Manual. This applies when the traveler is assigned on official business, outside of regular office hours and away from regular places of employment, where it is considered reasonable and necessary, and meal times are involved or overnight lodging is required, and it is approved by the Superintendent or his/her designee.
4. In-county travel reimbursement for Physical and Occupational Therapists will be based on the assigned home school for each therapist.

B. Outside Miami-Dade County for Eligible Employees

1. Employees of the school system who are authorized to travel outside of Miami-Dade County shall be approved for travel expenses to be paid in whole or in part from Board funds in accordance with maximum rates authorized by State Statutes, Board Rule, Travel Procedures Manual, and when paid from internal funds subject to all provisions set forth in the Manual of Internal Accounting if:  
(a) the employee is assigned to perform official duties elsewhere, e.g., travel to recruit teachers; or (b) the employee is authorized to attend conferences of official educational agencies and of professional organizations.

The following general regulations shall be applicable to such travel:

- a. Temporary Duty -- Any employee, in order to be eligible to have expenses paid for travel, shall have filed in advance of such travel, an approved Request for Travel Expense Advance/Reimbursement form with immediate supervisor and supervisor of charge location.
- b. Superintendent's Representative -- Travel of an employee as the Superintendent's representative shall be approved only by the Superintendent or his/her designated representative(s).
- c. Maximum Expenses -- The Superintendent may approve expenses computed by the transportation and per diem formulas up to a maximum

of \$1,000 per person, excluding registration fee and tuition. Expenses in excess of this amount may be approved only by the Board upon the special recommendation of the Superintendent.

- d. Transportation Arrangements -- Employees whose expenses are to be paid wholly from Board funds should make arrangements with the Procurement Management Services or its official designated travel agent, to secure tickets for transportation by common carrier.
  - e. Reimbursement of Expenses - Other Agencies -- Employees who are requested or directed to attend conferences or conventions by the State Department of Education, or by institutions when such agencies agree to reimburse the Board in full, may be approved for full expenses according to the Board transportation and per diem formulas.
  - f. Payment of Expenses -- Reimbursable expenses will not be paid from Board funds until after the employee has returned, the Board or Superintendent has approved payment, and the individual has filed a requisition with required supporting documents attached, to the Accounting Division, Payroll Section.
2. Travel expenses shall not be authorized to be paid from Board funds for:
- a. any employee who received college credit for work done while in attendance at a workshop, conferences, or similar meeting; or
  - b. any employee to attend the annual convention of state professional organizations, unless requested to attend by the administration for work-related organization, except where authorized.

#### **Section 4. Copyright - Educational Media**

The Board recognizes that the expanding use of all educational media opens up limitless opportunities for improvement of instruction through the development by M-DCPS of instructional materials not available commercially. Some of the educational media thus developed are wholly-owned by the Board and/or are eligible for copyright or patent, and may be in demand by individuals and agencies outside M-DCPS. The Board, therefore, authorizes the Superintendent to develop regulations and procedures for the sale, lease, or rental of educational media. These regulations and procedures shall also clearly define the preparation, production, distribution, and/or provisions for copyright or patent of instructional materials (such as audio-visual media, video tapes, apparatus, and publications) developed as part of officially assigned duties or job responsibilities.

In connection with these regulations, the Board may, under certain specified conditions, authorize the distribution of a portion of any royalties earned by the Board to the creator or author of the materials.

##### **A. Right of Ownership of Materials Developed During Regular Hours of Employment:**

1. Personnel of the Board engaged in creative efforts are recognized as being in one or more of four categories, the first two of which are applicable to this Section;
  2. Category 1 -- Personnel employed to accomplish a certain creative effort with employment time of specific duration indicated by contract (such personnel are often legally termed "workers for hire", and the product is termed "work made for hire"); and
  3. Category 2 -- Personnel under Board contract, assigned in a capacity which leads to creative accomplishments, time for such being given, with the creative effort not necessarily stipulated by name or description in the original employment or assignment arrangement.
  4. It is the intent that all such products developed by personnel in Categories 1. and 2. in the normal course of regularly-prescribed duties and within the period that the Board requires such persons to be on duty should remain the property of the Board, and that the Board shall retain all rights, privileges, and responsibilities pertaining to the ownership thereof. In such "works made for hire", the Board shall be considered the author for purposes of ownership of copyright, owning all rights comprised in the copyright, unless all parties have expressly agreed otherwise in a written instrument signed by them. This applies to either individual or joint "works made for hire" and includes the rights of renewal of copyright as defined within the body of copyright law.
  5. While certain personnel in Categories 1 or 2 may have addenda to their regular employment contracts which permit additional remuneration for residual rights to certain creative works, it shall not be a requirement for the M-DCPS to initiate such contracts in all instances, nor shall the lack of such contracts be construed to affect any claim of ownership or copyright which is retained by the Board.
- B. Sale, Lease, Rental, or Reproduction By Commercial Agencies of Products Owned, Copyrighted, or Patented By the Board
1. The school system does not wish to enter either the publishing or manufacturing field; however, in the event that any of the products of Categories 1 and 2 have commercial appeal, the Superintendent or his/her appointed designee may negotiate with the appropriate persons and agencies concerned. If any contract for the payment of royalties or other compensation to the owner or to the holder of a copyright or patent is entered into, such compensations may be paid to the general fund of the Board, or rebudgeted in the department producing the materials to offset costs attributable to the sale, lease, rental, or production of the materials.
  2. In the event that a publisher or other agency, in negotiation with the Superintendent or his/her designee, requests revision or additions to be made in the product, the Superintendent or his/her designee may make arrangements to

have such additional work completed. If it is judged to be in the best interest of the school system, the Superintendent may assign personnel to perform this task as a part of their regular employment. In the event that revisions are not essential to the program of M-DCPS but the producers or publishers desire to have a revision made, the Superintendent may afford the opportunity for such works to be performed by a school employee outside his/her regular employment hours. No Board funds shall be used to remunerate an employee for the additional work, but the Superintendent is authorized to assign to an employee by contract with the producer or publisher a fee to be paid out of royalties or a percentage of royalties, depending upon the extent of revisions to be made.

3. If such an edition of which the copyright is held by the Board becomes obsolete and the Superintendent does not recommend revisions by M-DCPS, the Superintendent may recommend transfer of copyright to the authors, retaining only the privilege of county purchases for school use without royalty payment.

C. Development of Products Outside of Regular Employment Time But With Use of Board Resources

1. Category 3 -- Personnel who accomplish a creative effort on their own, outside of regular hours of employment, but whose creative efforts necessitate the use of Board resources, such as duty-time, classroom, teacher, or pupils.
2. Personnel in Category 3, anticipating any use of Board resources, should follow these procedures:
  - a. Prepare for the appropriate assistant or associate superintendent a brief report containing this information:
    - (1) description of creative product;
    - (2) board resources which will be involved, with estimate of time-use (if involvement is sufficient to warrant, personnel in Category 3 should work through the established channels of the Educational Research Committee of the M-DCPS); and
    - (3) percentage of duty time, if any, of one's normal job responsibility which was devoted or will be devoted to development of the product.
  - b. File notice to publish or manufacture, with dates, with the appropriate assistant or associate superintendent.
    - (1) The above report (procedures 1 and 2) shall be filed with the office of the appropriate assistant superintendent and associate superintendent. A committee composed of a representative from

the Superintendent's staff, the Deputy Superintendent for Community and Student Support Services, the assistant superintendent involved, and the Board Attorney shall make a final recommendation to the Superintendent as to the legal interest, if any, of the Board in such copyright or patent.

- (2) The Superintendent, upon request of the employee, may recommend release of all claims to copyright or patent rights, retaining the privilege of system-wide purchase without royalty payment; or he/she will indicate, in writing, to the creator of the product such arrangements as are acceptable, following reasonable and customary practices.

**D. Products Developed Without Use of Board Property Or Time**

1. Category 4 -- Personnel whose creative effort is accomplished without recourse to or use of Board property or time, whose creative effort is accomplished outside of the period considered to be the time that the Board requires such personnel to be on duty, and whose created product is not a portion of normal job responsibility.
2. The Board makes no claim to ownership or products developed by Board personnel under conditions described in Category 4.
3. Employees of the Board, in any of the four described categories, shall not participate in state or local textbook-adoption committees or materials committees evaluating for either purchase or recommendation for purchase that apparatus, book, product, or other instructional material on which the Board or the employee holds copyright, royalty, or patent rights.

**Section 5. Tax Sheltered Investment Program**

The School Board has a tax sheltered investment program in which all employees are eligible to participate. A tax sheltered investment program offers the tax advantage of deferring federal income taxes until the benefits are received. The employee who elects to enroll in this Program pays for the entire cost by payroll deduction, based upon an amendment to his/her basic contract. The School Board has no liability or responsibility in connection with the tax sheltered investment program, except to show that the payments have been remitted for the purpose for which deducted.

There are generally two types of plans available -- annuities and qualified mutual funds available through insurance companies and broker/dealer companies, respectively. A list of these companies is published bi-monthly. The Office of Risk and Benefits Management will also provide a list of these authorized companies, as well as a brochure describing this Program in greater detail, upon request.

An employee may participate through one and/or two different companies. An employee may elect to make a change only one time within a calendar year. A change is defined as a start,



restart, increase, decrease or the addition of a second company. The investment contract may be cancelled, via written request for cancellation, at any time with at least 30 days' advance notice.

## **Section 6. Health Maintenance Organization (HMO) Plan**

The Board agrees to offer eligible employees of the UTD bargaining unit a choice of indemnity insurance program or Health Maintenance Organization(s), pursuant to Public Law 93-222, inclusive of all revisions and amendments thereto.

## **Section 7. Personal Property Loss Fund**

The Board agrees to maintain a Personal Property Loss Fund at \$50,000. Guidelines for utilization of the fund shall be in compliance with necessary Board Rules governing such expenditure of funds. Loss or damage to personal property, exclusive of personal vehicle damage, during the working day, is to be covered.

## **Section 8. Deferred Retirement Option Program (DROP)**

The parties agree to establish an ad hoc committee to review Division of Retirement guidelines and make recommendations regarding the Deferred Retirement Option Program (DROP) for Miami-Dade County Public Schools employees.

## **Section 9. Florida Prepaid College Program**

- A. The Board shall provide payroll deduction services to full-time employees for the purpose of purchasing prepaid contracts to guarantee tuition at Florida state universities and community colleges, and dormitory housing at the state universities, pursuant to the Florida Prepaid College Program.
- B. The Board shall collect and transmit such monies as are sufficient to provide for the full payment, pursuant to the terms and conditions contained in the authorization contract signed by employees who authorize such check-off from their salaries.
- C. Detailed and specific procedures for implementation of such payroll deduction are hereby incorporated and made part of this Agreement.

## **Section 10. U. S. Savings Bonds**

Employees may purchase, by payroll deductions, up to three bonds simultaneously, in the amounts of \$100, \$200, or \$500 denominations. Bonds are purchased and forwarded to the employee from the M-DCPS Deduction Control Office. Bonds will be purchased automatically until the employee requests cancellation by submitting a bond cancellation form to the M-DCPS Deduction Control Office.

Bonds are purchased solely by the employee.