

ARTICLE XV -- COMPENSATORY BENEFITS

Section 1. Insurance and Other Benefits

Health Insurance and Flexible Benefits Coverage

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

The plan design for the 2005 calendar year will provide for two plan options, a Point of Service (POS) and an HMO. Additionally, the School Board will provide during calendar year 2005 an opt-out provision for those benefit-eligible employees who can attest that they have health coverage elsewhere.

The specific terms of the 2005 health insurance plan are outlined in the Memorandum of Understanding (MOU) executed by the parties and made a part of this collective bargaining agreement and is subject to the grievance/arbitration procedures as defined in Article XVIII of this collective bargaining agreement. The 2005 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 XXI(D)(4) of this collective bargaining agreement.

The School Board will make available on a voluntary basis a selection of flexible benefits for the 2005 calendar year.

Section 2. Life Insurance

- A. Eligible full-time employees will receive term life insurance equal to two time(s) 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.
- B. 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,
- C. Dependent term life coverage is also made available through payroll deduction, pursuant to terms agreed to by the School Board and the contracted company.

Section 3. Retirement Incentive Program

- A. 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, the School Board will establish a temporary retirement incentive program, which will provide partial or full 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.

- B. 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 Miami-Dade County Public Schools' Early Retirement Plan 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.

Section 4. Terminal Pay

To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the School Board will provide terminal pay at resignation, normal retirement, or to their beneficiaries if services are terminated by death. For employees hired in any full time position before July 1, 1995, whose employment has been continuous, terminal pay shall not exceed an amount determined as follows:

- A. During the first three years of service, the daily rate of pay multiplied by 35 percent times the number of days of accumulated sick leave;
- B. During the next three years of service, the daily rate of pay multiplied by 40 percent times the number of days of accumulated sick leave;
- C. During the next three years of service, the daily rate of pay multiplied by 45 percent times the number of days of accumulated sick leave;
- D. During the next three years of service, the daily rate of pay multiplied by 50 percent times the number of days of accumulated sick leave;
- E. During and after the 13th year of service and until when first eligible for normal retirement, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen, pursuant to this provision, receive less than the amount determined in D above.

For employees initially hired, or rehired after a break in service, on or after July 1, 1995, terminal pay shall not exceed the daily rate of pay multiplied by 25 percent times the number of days of accumulated sick leave, up to a maximum payment of 60 days (requiring an accrued balance of at least 240 days). Any sick leave accumulated during a prior period of employment, before July 1, 1995, will be paid in accordance with A through E above.

Provisions for terminal pay at resignation apply only to those sick leave days accrued after July 1, 1982.

Payment for the resignation and retirement benefit will be made on or before September 1 of the following fiscal year.

Resignation or retirement as referred to herein shall mean termination of employment by action of the employee. Such termination excludes resignation or retirement after a recommendation for dismissal, or resignation or retirement after participation in a work stoppage, job action, or strike, in the absence of specific approval by the School Board.

Section 5. Travel Reimbursement

A. In Miami-Dade County for Eligible Employees:

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 School Board Rule 4C-1.07 and the Travel Procedures Manual.

B. Outside Miami-Dade County for Eligible Employees

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 School Board funds in accordance with maximum rates authorized by State Statutes, School 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; or (b) the employee is authorized to attend conferences of official educational agencies and of professional organizations.

Section 6. Legal Services

A. When any parent or other person not subject to the discipline of the School Board assaults any employee of the school system, 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 School Board Attorney. Upon recommendation of the Superintendent or his/her designee, the employee may consult with the School 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. Under the provision of Florida Statutes, Sections 231.06, and 231.07, certain persons who upbraid, abuse, insult, or assault personnel of the School Board shall be guilty of a crime, and, in appropriate instances, the Superintendent or his/her designee, at the discretion of the School Board, may initiate the prosecution of violators of the aforementioned statutes.
- C. Subject to the availability of liability policies to the School Board, all administrators are covered by professional liability insurance, and the carrier undertakes the defense of the employee sued as a result of acts occurring in the scope of his/her employment or function unless such employee acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property, according to the terms of the policy.