

# **M-DCPS 2010-2011 LEAVE OF ABSENCE- RETIREMENT INCENTIVE**

**INFORMATION SESSIONS DATES & LOCATIONS  
FOR UTD, MEP, DCSAA & DCSMEC, CEP**

**SBAB Auditorium  
May 3, 2010 1-2 pm**

**Barbara Goleman Sr. High - Media Center  
May 5, 2010 4-5 pm**

**John A. Ferguson Sr. High – Auditorium  
May 7, 2010 4-5 pm**

## **Booklet contains:**

**Plan Descriptions  
Interest Form  
Application Form  
General Release  
Application Deadlines - Effective Dates**

## 2010-2011 RETIREMENT/SABBATICAL OR TRANSITION LEAVE PLANS

As part of a budget reduction effort and in order to minimize the impact of Reduction-In-Force actions, the Miami-Dade County School Board has agreed to offer select employees the following plans:

### RETIREMENT INCENTIVE

**Eligible employees: Full-time permanent employees in active pay status on July 1, 2010, in the following categories:**

- Instructional Personnel on Steps 20, 21 or 22 of the AO/CO salary schedule
- Paraprofessionals/School Support Personnel on Step 15 of the U1 salary schedule
- Office employees on Step 14 of the UO salary schedule
- Confidential Exempt Personnel on Steps 15-16 of the XO salary schedule
- Managerial Exempt Personnel (MEP), Dade County Schools Administrators' Association (DCSAA), and Dade County Maintenance Employees Committee (DCSMEC) employees with 25 years or more of M-DCPS service; or who have participated in the DROP program for 48 months or less or are not in DROP and meet the definition of Normal Retirement as defined by the Florida Retirement System (FRS)
- Any employee, in the aforementioned categories, who has participated in the DROP program for more than 48 months, will receive a pro-rated retirement incentive benefit as outlined on page two.

### RETIREMENT BENEFITS

- A Board-paid health insurance consisting of the lowest cost Board-paid program, not including flex benefits or dependent subsidies, not to exceed 36 months. Benefits cease at the earliest of the expiration of the 36 month period **or upon reaching Medicare eligible age**, except for employees only eligible for a pro-rated benefit.
- All employees will terminate at the close of business July 1, 2010.
- **Under the new FRS re-employment guidelines, employees retiring on or after July 1, 2010 may not be re-employed in any capacity with any FRS employer for six months, following the month of separation. (This restriction includes part-time employment)**
- The Retirement Incentive benefits will begin August 2010, for 11 and 12-month employees and on September 2010 for 10-month employees.

Pro rated benefits for employees in their 49<sup>th</sup> to 60<sup>th</sup> month of DROP are as follows:  
Months in DROP as of July 2010      Duration of Retirement Incentive benefits

DROP ends July 2010.....	3 months
DROP ends August 2010.....	6 months
DROP ends September 2010.....	9 months

DROP ends October 2010 .....	12 months
DROP ends November 2010.....	15 months
DROP ends December 2010.....	18 months
DROP ends January 2011 .....	21 months
DROP ends February 2011.....	24 months
DROP ends March 2011 .....	27 months
DROP ends April 2011 .....	30 months
DROP ends May 2011 .....	33 months

SABBATICAL LEAVE PLAN

**Eligible employees: Full-time, permanent employees in the categories listed below, in active pay status on July 1, 2010 and not on a Board approved leave of absence during any part of April, May or June 2010:**

- Instructional Personnel on Steps 17-22 of the AO/CO salary schedule
- Paraprofessionals/School Support Personnel on Step 15 of the U1 salary schedule
- Office employees on Step 14 of the UO salary schedule
- Employees on Sabbatical Leave must terminate at the conclusion of their five-year DROP participation period if it occurs during the Sabbatical Leave. The incentive benefits will also cease at termination.

SABBATICAL LEAVE BENEFITS

Employees will be placed on Sabbatical Leave status as follows:

- Eleven/Twelve-month employees - July 2, 2010 to June 30, 2011
- Ten-month employees - August 19, 2010 to June 10, 2011
- Ten-month clericals - August 12, 2010 to June 17, 2011
- Employees will receive Board paid benefits during the course of the leave not including flex benefits or dependent subsidies.
- Employees selecting OAP 10 will be billed for their cost share and all employee paid flex benefits.

Sabbatical Leave is provided for personal and professional growth activities that will be beneficial to the Miami-Dade County Public Schools. In exchange for this consideration employees will receive Board-paid benefits, not including flex benefits or dependent subsidies, and be paid \$100/month. The School Board will pay the FRS contributions on this monthly payment, so the employee will receive retirement credit while on leave. Employees considering this option should consult with the Florida Retirement System personnel to determine if there will be any impact on final retirement benefit calculations. Employees choosing to return from Sabbatical Leave would be **guaranteed an equivalent position** in the system at salary levels in force at the time of return from leave.

## TRANSITION LEAVE PLAN

**Eligible employees: Full-time, permanent employees in the categories listed below, in active pay status on July 1, 2010, and not on a Board approved leave of absence during any part of April, May or June 2010:**

- MEP, DCSAA, and DCSMEC employees with 25 years or more of M-DCPS service or who are in the DROP program or eligible for Normal Retirement as defined by the Florida Retirement System.
- Confidential Exempt Personnel on Steps 15-16 of the XO salary schedule.
- Employees who are on Transition Leave must terminate by retirement or resignation at the earlier of the conclusion of the Transition Leave or their five-year DROP participation period.

## TRANSITION LEAVE BENEFITS

Employees will be placed on Transitional Leave status as follows:

- Twelve-month employees - July 2, 2010 to June 30, 2011
- Ten-month administrators - August 12, 2010 to June 17, 2011
- Employees will receive Board paid benefits during the course of the leave not including flex benefits or dependent subsidies.

## RETIREMENT, SABBATICAL AND TRANSITION LEAVE GUIDELINES

- Employees, if eligible, may join the DROP program while on Sabbatical or Transition Leave.
- Employees terminating during the course of the Sabbatical or Transition Leave because of the conclusion of their DROP participation period **will not receive any incentive benefits after their DROP end date.**
- Employees who resign prior to the conclusion of their Sabbatical or Transition Leave will not receive benefits beyond the month of separation.
- Employees, who do not provide FRS with the necessary documents to finalize their retirement application and be placed on the retiree payroll, are still bound by the terms of this incentive.
- Employees may work part or full-time anywhere outside the District, or part-time for the District, during the course of their Sabbatical leave of absence.
- Employees may pay to upgrade their health insurance coverage to a higher-cost plan.
- **Employees on Sabbatical Leave will have to indicate by May 15, 2011, in writing, their decision to return, retire, resign or if eligible, extend the leave of absence.** Employees choosing to continue their employee-paid flex benefits will be billed by Fringe Benefits Management.



**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
2010-2011 RETIREMENT- SABBATICAL / TRANSITION LEAVE  
PROGRAM APPLICATION FORM**

Eligibility requirements are outlined in the attached plan description

**Application Deadline: Completed signed forms must be received by 4 pm, June 30, 2010**

*(The signed forms required are: Guidelines sheet, application form, General Release, applicable FRS form(s))*

\*\*\*\*\*

NAME \_\_\_\_\_ EMP. NUMBER \_\_\_\_\_

WORK LOCATION NAME \_\_\_\_\_ W.L. NUMBER \_\_\_\_\_

HOME ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE \_\_\_\_\_ (HOME) \_\_\_\_\_ (CELL) \_\_\_\_\_

I am applying for the: \_\_\_\_\_ SABBATICAL LEAVE *(UTD bargaining unit only)*  
*(Employee signature)*

I am applying for the: \_\_\_\_\_ TRANSITION LEAVE  
*(Employee signature)*

**\*\*I am applying for the:** \_\_\_\_\_ RETIREMENT INCENTIVE (I reach MEDICARE AGE \_\_\_\_\_)  
*(Employee signature)* **(date)**

**\*\*RETIREMENT DOCUMENT (FR-11; DP-Term; TR-11) and General Release MUST ACCOMPANY RETIREMENT INCENTIVE APPLICATION – Available at: [http://leaveretirement.dadeschools.net/ret\\_forms.asp](http://leaveretirement.dadeschools.net/ret_forms.asp)**

- I understand that upon approval, the Sabbatical or Transition leave is irrevocable, and that I will not be able to return to full-time employment prior to the conclusion of the Sabbatical Leave or be re-employed, if I must terminate because I have reached the end of my DROP participation period.
- I understand and accept the terms of the Retirement Incentive General Release which precludes me from seeking full-time employment with M-DCPS in exchange for the benefits offered by the Retirement Incentive.
- I understand that the final determination of my eligibility will be made by the Office of Human Resources and that my participation is not official until an approval letter is generated by the Office of Human Resources.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**NOTE: THIS APPLICATION MUST BE SUBMITTED TO THE DEPARTMENT OF RETIREMENT/LEAVE/UNEMPLOYMENT COMPENSATION (1500 BISCAYNE BOULEVARD, SUITE 215, MIAMI, FLORIDA 33132; SCHOOL MAIL 9307, SUITE 215) RETIREMENT FAX 305-995-7053; SABBATICAL LEAVE FAX 305-995-4692**



MIAMI-DADE COUNTY PUBLIC SCHOOLS (M-DCPS)
2010-2011 RETIREMENT INCENTIVE PROGRAM

RETIREMENT ESTIMATE INTEREST FORM

NOTE: Completion of this form does not constitute an application to retire. DO NOT COMPLETE IF YOU ARE IN DROP.

Please send my retirement estimate sent to: home address; Fax number; School Board e-mail address
FAX NUMBER

NAME EMP. NUMBER S.S. NUMBER

WORK LOCATION NAME WORK LOCATION NUMBER

POSITION RETIREMENT PLAN: FRS TRS DATE HIRED

LENGTH OF CONTINUOUS SERVICE years DATE OF BIRTH: SELF SPOUSE (D.O.B.)

HOME ADDRESS CITY

ZIP CODE PHONES (home) (cell)

PLEASE NOTE THAT YOU MAY JOIN DROP, IF ELIGIBLE, WHILE ON SABBATICAL OR TRANSITION LEAVE.

YOU MAY WISH TO CONTACT ERNST AND YOUNG AT 1-866-446-9377 AND OBTAIN THE ESTIMATED PRESENT (CASH) VALUE OF YOUR YEARS OF SERVICE IN ORDER TO COMPARE IT TO YOUR PENSION PLAN BENEFITS

COMMENTS: Please indicate any special concerns, questions or issues that you have regarding your retirement e.g. military service, leaves of absence, refunded service etc.

Four horizontal lines for writing comments.

YOU MAY FAX THIS FORM TO THE RETIREMENT OFFICE – 305-995-7053

SIGNATURE DATE



**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
2010-2011 RETIREMENT INCENTIVE PLAN  
GENERAL RELEASE**

NAME \_\_\_\_\_ EMPLOYEE NUMBER \_\_\_\_\_

I hereby submit my resignation/retirement to be effective on \_\_\_\_\_  
date

**IT IS AGREED THAT:**

1. In exchange for the promise made by Miami-Dade County Public Schools contained in the 2010-11 Retirement Incentive Plan, I voluntarily agree to:

Waive any and all rights with respect to all matters related to or connected with my employment with Miami-Dade County Public Schools. This includes releasing and forever discharging Miami-Dade County Public Schools, its affiliates, officers, directors, employees, agents and attorneys (the "Employer") of and from all actions, claims and demands whatsoever, including but not limited to causes of actions under the following laws: (1) Title VII of the Civil Rights Act of 1964, as amended; (2) the Age Discrimination in Employment Act of 1967 as amended; (3) the Florida State Human Rights Act as amended; (4) the Equal Pay Act of 1963; (5) the Employee Retirement Income Security Act of 1974 as amended ("ERISA"), (6) the Older Workers Benefit Rehabilitation Act of 1973, as amended; (7) the Americans With Disabilities Act of 1990, as amended; and (8) any other federal, state or local statute or ordinance relating to or dealing with employment or employment discrimination. This also includes releasing and forever discharging the Employer for any claim for breach of an employment contract or tort damages as a result of employment with the Employer which the Employee (or any personal representative, successor, heir or assign of the Employee hereafter) ever had, may have had, or has against the Employer, for any reason whatsoever to the date of this document.

2. I understand that, upon acceptance by the Board, this resignation/retirement is irrevocable, and that after its effective date I have no expectation of future full-time employment with Miami-Dade County Public Schools. I acknowledge that all benefits to which I am entitled under the program shall be terminated if I am subsequently employed full-time with Miami-Dade County Public Schools. I hereby waive any and all rights I may have to full-time re-employment with Miami-Dade County Public Schools.
3. I understand that this Release covers claims, causes of action and demands that I know about at the time I execute this Release.
4. I understand that his Release does not waive any charges, claims, causes of action or demands that may arise after the date I execute this Release.

Should I be sued in a civil action or charged in criminal proceedings for damages or injury suffered as a result of any act or omission arising out of and in the scope of the performance of my employment while employed with the School Board prior to the execution of this release, the School Board will provide for my defense. Further, the School Board will indemnify me for any final judgment entered against me in accordance with the provisions of § 111.07, Fla. Stat.

The provisions of this section are intended to provide for defense and indemnification in the manner provided for in § 1012.26, § 111.07 and § 111.071, Fla. Stat.

5. However, should I plead guilty or nolo contendere or be found guilty in a criminal proceeding or should I be found to be personally liable in a purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property, I will reimburse the School Board for the costs of my defense.

**NOTE: MUST BE SIGNED AND NOTARIZED**

- 6. I understand that the payments and benefits promised herein constitute consideration for this release because they are payments and benefits that I would not have been entitled to had I not signed this release.

I have read this Agreement prior to signing and understand that I have the right to consult with an attorney. I understand that I shall have twenty-one ( 21) days from the time I receive this release to sign the release and shall have seven (7) days after signing this Release to revoke the terms of this Agreement. I agree that I have voluntarily entered into this Agreement.

Each party agrees to bear its own attorney's fees and costs and not seek any attorney's fees or costs from the other party. I understand that this release will not become effective or enforceable until the revocation period has expired.

**EMPLOYEE SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared before me that above named person, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did take an oath.

SEAL \_\_\_\_\_  
**Commission Expires**

\_\_\_\_\_  
**Notary Public**

**MIAMI-DADE COUNTY PUBLIC SCHOOLS**

**BY** \_\_\_\_\_  
**Personnel Administrator**

\_\_\_\_\_  
**Date**