

M-DCPS 09-10 SABBATICAL- RETIREMENT INCENTIVE

**INFORMATION SESSIONS DATES & LOCATIONS
FOR UTD, MEP, DCSAA, DCSMEC and Confidential Exempt Employees**

SBAB Auditorium

June 22nd, 2009

Noon

Barbara Goleman SHS

June 23, 2009

4-5 pm in the Auditorium

John A. Ferguson SHS

June 25th, 2009

4-5 pm in the Auditorium

Booklet contains:

Plan Descriptions

Interest Form

Application Form

General Release

Application Deadlines - Effective Dates

2009-2010 EARLY RETIREMENT/SABBATICAL 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:

EARLY RETIREMENT INCENTIVE

Eligible employees: Employees in active pay status on July 1, 2009

- 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 13-14 of the XO salary schedule
- MEP,DCSAA, and DCSMEC employees with 25 years or more of M-DCPS service; or presently in the 3rd to the 5th year of the DROP program or eligible for Normal Retirement as defined by the Florida Retirement System

EARLY 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.
- Twelve-month employees will terminate July 31, 2009. The 21 work days from July 2, to July 31 may be worked or be covered by the employee's available vacation or personal days or be reported Leave Without Pay Authorized.
- Ten-month employees will terminate on August 31, 2009. They may work or use available personal days or Leave Without Pay Authorized from their scheduled reporting date (August 13th or August 20th) to August 31, 2009.
- The lowest cost Board-paid health insurance benefits begin August 2009 for twelve-month employees and September 2009 for ten-month employees.

SABBATICAL LEAVE PROGRAM

Eligible employees: Full-time employees in the groups listed below, in active pay status on July 1, 2009 and not on a Board approved leave of absence during any part of June 2009:

- 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

SABBATICAL LEAVE BENEFITS

Employees will be placed on Sabbatical Leave status as follows:

- Twelve month employees – July 2, 2009 to June 30, 2010
- Ten-month clericals – Anytime from August 13 thru 20, 2009 to June 18, 2010
- Ten-month Instructional Staff, Paraprofessionals and Support Personnel – Anytime from August 20 thru 24, 2009 to June 11, 2010

This Sabbatical Leave will be 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 and be paid \$100/month. The School Board will pay the Florida Retirement System (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 a position of like status** in the system at salary levels in force at the time of return from leave.

EARLY RETIREMENT INCENTIVE/SABBATICAL LEAVE GUIDELINES

- Employees, if eligible, may join the DROP program while on Sabbatical Leave.
- Employees terminating during the course of the Sabbatical because of the conclusion of their DROP participation period **will not receive any of the Sabbatical benefits after the DROP end date.**
- 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.

EARLY RETIREMENT INCENTIVE/SABBATICAL LEAVE GUIDELINES

- Employees may work part or full-time anywhere outside 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, 2010, 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 the Fringe Benefits Management.

EMPLOYEE SIGNATURE

DATE

By my signature above, I acknowledge that I have read and understood these guidelines, applicable to my incentive, and agree to abide by them.



**MIAMI-DADE COUNTY PUBLIC SCHOOLS
2009-2010 EARLY RETIREMENT- SABBATICAL LEAVE PROGRAM
APPLICATION FORM**

Eligibility requirements are outlined in the attached plan description

Retirement Application Deadlines: Complete signed application must be received by 4 pm:

July 31, 2009 – Twelve Month Employees

August 31, 2009 – Ten Month Employees

Leave Application Deadlines and Dates: August 20-24, 2009 through June 11, 2010 -10- month employees
August 13-20, 2009 through June 18, 2010 - 10-month clericals
July 2, 2009 through June 30, 2010 - 12-month employees

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*)

My last day in pay status will be _____. My Sabbatical leave will commence _____

****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**

- I understand that upon approval, the Sabbatical 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)
2009-2010 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 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.

SIGNATURE DATE



**MIAMI-DADE COUNTY PUBLIC SCHOOLS
2009-2010 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 2009-10 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