Memorandum of Understanding-2013-14 School Year only

For the purpose of this MOU 'teacher' shall mean an instructional annual contract teacher.

'Qualified' shall mean a teacher who has no less than an effective rating in any category on the final evaluation for the most recent school year in Manatee County School District (or a satisfactory rating under the prior teacher evaluation system) and meets all necessary eligibility requirements related to certification, highly qualified status, ESOL status, and program needs.

A teacher shall be reappointed on an annual contract to his/her current school and subject area provided a position exists at the current school for which they are qualified to teach.

Teachers who qualify but whose current position has been eliminated shall be placed in a special pool. A teacher in this pool shall be reappointed should a position in the district become available for which they are qualified. Teachers in this pool shall be given first priority in staffing open teaching positions in the District with the goal of returning the teacher to the Principal who evaluated the teacher. In cases where more than one individual in the special pool is qualified for a position, the principal shall interview the candidates and make the selection.

Any teacher remaining in the pool after the above procedures are conducted shall be listed by area of certification and seniority number. This list shall serve as a callback list as additional teaching positions become available. Remaining teachers on this list who have the appropriate qualifications with the best seniority number shall be reappointed first. The list shall be maintained and updated frequently by the District Human Resources Department and provided to the Association.

The Superintendent shall make every reasonable attempt to place these remaining teachers through the first ten day count (up to and until the positions added at the ten day count are filled) for the 2013-14 school year at which time this MOU will expire.

Teachers placed under this agreement will be considered reappointed for the purpose of salary, benefits and seniority. A teacher who refuses a position offered through this agreement shall forfeit their rights under this agreement.

Nothing contained in this MOU shall prevent the Superintendent from recruiting and employing critical area positions or members of underrepresented classes from which there are after consultation with the Association.

Manatee Education Association

Patricia L. Barber, President

Dr. Diana Greene, Deputy Superintendent

Manatee County School Board. FL