

Edits as of 10/18/13

Master Contract
Teacher Bargaining Unit
2013-2016

Manatee County District School Board
And
Manatee Education Association 3821

It is the intent of the MEA that new language will be in red. Oversights may have occurred and are not intentional.

Some sections which were contained in the attachments or as Memorandums of Agreement have been moved to the regular body of the contract. Oversights may have occurred and are not intentional.

If funding for the recurring teacher allocation line item in the Florida Education Finance program is eliminated, reduced or increased for the 2014-2015 fiscal year, the parties agree to reopen negotiations.

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ARTICLE I

PURPOSE

Section 1 – Parties

This agreement is entered into between the School Board of Manatee County and the Manatee Education Association pursuant to and in compliance with Chapter 447, Florida Statutes to provide the wages, hours, and terms and conditions of employment for teachers during the duration of this Agreement.

Section 2 - Waivers to Contract Language

Any school or work site may request a waiver to the provisions of the Master Contract between the Manatee Education Association and the Manatee County School Board. The waiver process shall also apply to any provision a school identified as a "D" or "F" school by the Florida Department of Education elects to include in its School Improvement Plan (SIP) if some portion of the plan requires a waiver of the collective bargaining agreement.

Any waivers granted will apply only to the school which applied for the waiver under the terms of this agreement. Waivers must be approved by the Superintendent and a designated officer or employee of the MEA.

The procedure for a request for a waiver will be as follows:

1. At a meeting of the members of the affected bargaining unit of the school or work site, the plan or program stating the need for requiring a waiver will be presented.

Each member of the affected bargaining unit will receive a written copy of the contract language for which the waiver is requested.

The written proposal for the waiver shall cite the specific article and section to be waived and describe the proposed modifications to the terms and conditions of employment that will exist for the school.

2. Following a minimum of two (2) working days, in a secret ballot election, the members of the affected bargaining unit will vote on whether or not to request the waiver. A provision shall be made for absentee ballots that shall be completed within three working days of the vote. A minimum of seventy-five percent of the members of the affected bargaining unit **voting on the waiver** must approve the **waiver**. The MEA building representative and the Principal will certify in writing the procedure was followed and the results of the vote. This written documentation will be included in the request for a waiver. Any teacher who is on leave during the entire voting period shall not be considered in the count of the total bargaining unit.

3. The plan and all written documentation, including a written statement outlining the need for the waiver must be approved by the Superintendent or designee and a representative of the MEA authorized to approve a waiver of the contract. If approved, the waiver along with the plan will be presented to the School Board for approval. If the request is not approved by the Superintendent or the union, a copy of the request along with a written explanation of why the request was not approved will be returned to the school. In this case, the school may have the option of addressing the concern and resubmitting the request for approval.
4. Approved waivers will be valid for a period of one school year only and will apply only to the school requesting the waiver. A request to continue the waiver beyond one school year must be re-submitted through the entire process each school year.
5. After any semester during the school year in which the waiver has been in effect a request for a review stating the reason for the review and signed by thirty percent (30%) of the affected bargaining unit may be presented to the Superintendent and the MEA. The Superintendent and the Association will meet to discuss and suggest a resolution to the concerns raised by the request for review.
6. Waivers granted to the Master Contract for the teachers bargaining unit will apply only to the personnel specified as members of the teachers bargaining unit and will not apply to any employees not a part of the bargaining unit.
7. The contract provision regarding Article V, Section 2, The Basic School Day, will not be waived.
8. Schools requesting a waiver may vote for that waiver any time during the school year but may vote only once per year on a given subject. A subject will be defined as any section of an Article or an attachment of the current contract. Schools may vote during the Spring Semester of the previous school year for items that will be in effect the following school year. The vote will count as the only vote allowed on the given subject for the following school year.

ARTICLE II

DEFINITIONS

Section 1 - School Board

For purposes of this Agreement, the term "School Board" shall mean the School Board of Manatee County or designated representatives of the School Board.

Section 2 - Association

For the purposes of this Agreement, the term "Association" shall mean the Manatee Education Association or its designated representative(s).

Section 3 - Teacher(s)

For purposes of this Agreement, the term "teacher" shall mean those persons in the appropriate unit **who work twenty (20) hours or more per week in a regularly established position.**

ARTICLE III

RECOGNITION

Section 1 - Recognition

In accordance with Chapter 447, Florida Statutes, the School Board recognizes the Manatee Education Association as the exclusive representative of teachers employed by the School Board.

Section 2 - Appropriate Unit

The Association shall represent all regular certificated full-time teachers of said School Board in any of the following identified positions regardless of source of funding: classroom teachers, including art teachers, music teachers, librarians and physical education teachers; speech teachers, teachers of educable mentally retarded, teachers of trainable mentally retarded, teachers of learning disabilities, teachers of varying exceptionalities, teachers of the emotionally disturbed, teachers of the gifted, teachers of the homebound, teachers of the visually handicapped, and teachers of the socially maladjusted; Chapter I teachers, early intervention teachers, ESOL teachers; guidance counselors, occupational specialists; teachers who are grade level chairmen; teachers who are department heads and primary specialists or instructors assigned to the ROTC or Cadet program. The appropriate unit is limited to employees in any of the above positions and shall EXCLUDE the following positions: principals, assistant principals, administrative assistants, curriculum specialists, deans, teacher assistants, short-term substitutes, non-instructional, non-certificated positions and all county office administrative positions including Superintendent, Assistant Superintendents, directors, coordinators, supervisors, managers, specialists and psychologists.

ARTICLE IV

ASSOCIATION RIGHTS

Section 1 - Right to Views

Nothing contained in this agreement shall be construed to limit, impair or affect the right of any teacher or his representative to the expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employee or his betterment.

Section 2 - Right to Join

Teachers shall have the right to form and join labor or employee associations and shall have the right to form and join such associations.

Section 3 - Bulletin Board & Mail

The Association shall have the right to post notices of activities and matters of Association concern on an appropriate bulletin board on each school campus. The Association shall have the right to use the school system's email, and mail service, including teacher mailboxes.

Section 4 - School Access

Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or disrupt normal school operations and provided that they make their presence known and secure permission from the Principal or his designee. If the Superintendent and the MEA agree a topic is of mutual concern, a representative of the Association may be included on the school center faculty meeting agenda.

Section 5 - Request for Dues Deduction

Teachers shall have the right to request and be allowed dues deduction provided that dues deduction and the proceeds thereof shall not be allowed any teacher association that has lost its right to dues deduction pursuant to 447.507(4) of Florida Statutes.

Upon receipt of a properly executed authorization card of the teacher involved and a certified listing of the names and monthly amounts to be deducted by the school center from the Association on or before August 31, the school district shall deduct from the teacher's paycheck beginning September 10th, the dues that the teacher has agreed to pay to the teacher association as certified by the Association. These deductions shall remain in effect while the employee remains employed by the School Board or until the employee revokes said deductions upon 30 day written notice to both the school district payroll office and the Association.

Deductions shall be made over 10 equal pay periods and made available at the School Board offices or placed in the US mail monthly to the Teachers Association on or before the first workday of the following month unless unforeseen circumstances cause a delay.

Any teacher who requested dues deducted who leaves the employment of the school district shall not be required to pay any further dues to the Association. Any dispute as to the amount of dues deducted shall be solely between the Association and the teacher involved and the Association shall hold the School Board harmless from any liability arising from the deductions of any dues certified by the Association. Dues deduction shall remain in effect until deductions are terminated by the teacher.

Section 6 - Uniform Assessment

Teachers shall have the right to request and be allowed a uniform assessment. This assessment shall appear in the second dues deduction window and shall be deducted annually from the July paycheck. For purposes of clarity, the word "uniform" shall refer to the amount deducted, date deducted, and the deduction form. Payment to the Association shall be made at the same time as dues deduction for the July checks.

Section 7 - Leave for Association President

The Board shall grant unpaid leave for up to two (2) members of the bargaining unit if requested by the Manatee Education Association (MEA.) Leave time will count toward accruing seniority, benefits, salary, increments, steps, etc. The employees on leave for the purposes of this section of the contract shall be entitled to participate in all Board approved benefit plans (health insurance, flexible benefits, FRS, Social Security, etc.).

The Board shall provide payroll services at no cost to the MEA. The MEA will reimburse the Board for the salary and benefits cost. There shall be no contribution to salary or benefits by the Board.

The leave(s) shall be renewed annually. The Superintendent agrees to approve the leave(s) if requested by the MEA. Request(s) for such leave will be made within one week of the MEA elections held in May.

At the conclusion of the leave(s), the employee(s) shall be returned to the positions held prior to the commencement of the leave(s) unless otherwise agreed to by MEA and the Superintendent.

The Board agrees to grant the President half time (20) hours employment status if the Principal is able to make arrangements that she deems to be satisfactory for replacing the Association President during the remainder of his/her duty day. The Association President shall be at the school center for three teaching and one planning period. The working conditions shall be the same as for other half time teachers.

Section 8 - Leave for Bargaining Team Members

The parties agree to normally schedule bargaining during summer months when the regular school year is out of session and during the school year when teachers are normally not on duty, if possible. However, the parties recognize that unusual circumstances arise on occasion, such as special master hearing or mediation which, in order to expedite bargaining, may make it necessary for the MEA team members to be released from their teaching duties to attend bargaining session(s). On such occasions, the Superintendent agrees to release MEA team members from their teaching duties to attend such meetings. The number of team members released shall not exceed ten (10).

Section 9 - Professional Inservice Days

Up to eight (8) duly elected Association delegates may be approved to attend inservice programs conducted at the state FEA Convention, if after the Superintendent reviews the agenda, the Superintendent and Association agree that release of such teachers will benefit the school system. Such leave shall only be granted on an inservice day and shall be at no additional cost to the School Board. Upon request by the Association, the Superintendent may grant leave to an individual who represents the Association when the Superintendent deems the purpose of the leave to support the mission of the Board. The Association agrees to reimburse the Board for the costs of providing substitutes. Travel expenses shall not be paid by the Board.

ARTICLE V

WORKING CONDITIONS

Section 1 - School Calendar

The School Board will continue to receive input from the Association in the development of the school calendar.

Section 2 - Basic School Day

The specific daily hours of employment for teachers may vary according to the needs of the educational program of the school district. The specific hours for each school center shall be designated by the Superintendent or his designee. It is understood that the daily hours of employment for teachers shall be a maximum of 7 ½ hours per day, inclusive of lunch. Exceptions to the 7 ½ hour day shall be:

- 1. Back-to-School Night:** An annual back to school night may be held. Teachers shall be notified twenty (20) days prior to back to school night. Permission for absence from this event shall be obtained from the principal, in advance except in cases of emergency, by those teachers having conflicts.
- 2. Supervisory Duties:** It is not the intent to increase teacher's supervisory duties beyond what had been the general practice in the past.
- 3. Faculty Meetings:** Principals shall take steps to minimize the need for more than one faculty meeting per month by utilizing E-mail, memos, or other alternate means of communication. Principals shall schedule no more than 14 faculty meetings per year on student attendance days. The intent of this language is not to increase the number of faculty meetings outside the normal workday. It is not the intent to increase faculty meetings beyond what has been the general practice in the past.

Faculty meetings will be defined as a mandatory meeting of all the staff assigned to the school.

Emergency meetings will not be counted as a part of the allotted 14 faculty meetings per year. An emergency will be defined as something which could not be reasonably anticipated.

All other faculty meetings beyond the allotted number will be on a voluntary basis. Staff members will not be required to attend.

- 4. Accreditation:** Teachers shall participate in accreditation activities.
- 5. Early dismissal:** In recognition that teachers may work beyond the normal work day because of the exceptions, principals may permit teachers to leave school before the close of the normal teacher workday on school days immediately preceding a holiday or a non-student day as long as students are not left unsupervised.

6. Elementary Early Release/Elementary Report Card Pick up

(a) Scheduling: Teachers will be released early on two student attendance days for each report card pick up and scheduled for a comparable amount of time for parent conferences outside the regular work day. The plan for scheduling these parent conferences shall be by consensus of the principal and teachers. Included in this plan shall be a procedure to assure coordination of conferences and a procedure for notifying parents. Also included in the plan shall be the assignment of assistance in arranging conferences. The School Board shall determine the dates for elementary early release no later than the first board meeting in November for the 1991-92 school year and no later than the first board meeting in September for each subsequent year during the calendar adoption process. Unless the School Board authorizes early release for elementary students, all parent conferences outside the regular duty day shall be voluntary.

(b) Conferences on Record Days: No teacher will be required to schedule parent conferences on the designated Record Days; however, teachers may schedule parent conferences on the designated Record Days at their discretion.

(c) Modified Instructional Week: Should the School Board institute a modified instructional week, the conditions in (a) and (b) above shall apply with the addition of the following:

During the first and third quarters, teachers will be provided two early release days on two Wednesdays to be determined by consensus of the teachers and principal at each school, rather than being determined through the calendar adoption process. One of the other two Wednesdays will be teacher planning and one will be for school/district use.

7. Modified Instructional Week

Should the school board institute a modified instructional week, the time available after student dismissal on Wednesdays shall be used as follows:

- Two (2) Wednesdays per month shall be used for individual teacher planning. No scheduled meetings shall take place on these days.
- Two (2) Wednesdays per month shall be reserved for school/district use
- The fifth (5th) Wednesday in a month shall be reserved for district use.
- In no month shall teachers have less than one Wednesday for individual planning if at least one (1) Wednesday in the month is a scheduled student day.
- If the modified day were to be a day other than Wednesday, this language still pertains.

8. Banking and Voting: The principal may permit teachers to conduct banking business on paydays and vote on election days during non-student contact time as long as students are not left unsupervised and school sign out and sign in procedures are followed. Any teacher may have the reason for denial of this benefit reviewed by the Superintendent, upon request.

Section 3 - Duty-Free Lunch

All teachers shall have an uninterrupted duty-free lunch period each school day. This lunch period will be at least 30 minutes unless the local situation makes this impossible.

Section 4 - Preparation Time

1. Except as noted below, elementary and secondary classroom teachers shall have a continuous, uninterrupted planning and/or preparation as provided in this section. It is understood that teachers shall have the right to use restroom facilities, as necessary, throughout the student day.

a) Elementary:

1. Inside the student day:

- a. Elementary teachers shall have no less than 40 minutes of continuous, uninterrupted planning and preparation time during each student day, five days a week, except in those cases of emergency such as, but not limited to, an occasion when a substitute cannot be obtained to cover an absent teacher's class. The planning period shall be at least the length of a "specials" class.

- b. Planning during the student day on the Wednesday in a modified instructional week shall be no less than the length of a "specials" class, or the 40 minutes immediately following student dismissal.

2. **Outside of student day:** Teachers are entitled to 225 minutes of planning time per week outside of the regular student day. For weeks when students are present less than five days, a proportionate amount of time will be provided. No more than 45 minutes of that time may be scheduled and used for, but not limited to: team meetings, department meetings, grade level meetings, progress monitoring, collaborative planning, data analysis or any other purposes for academic enhancement, enrichment or improvement. Planning time will consist of blocks of time of no less than 15 minutes and may be before or after the student day.
3. **Special Area Teachers:** If any Special Area teacher is absent, the administrator responsible for requesting substitutes will request a substitute for the special area teacher using the normal procedure. If no substitutes are available and no other coverage for special area teachers is available, the schedule may be altered to accommodate this situation.
4. **Relief Period:** A ten minute relief period will be provided for each teacher in the half of the day opposite the teacher's planning period unless there is an emergency such as, but not limited to, an occasion when an employee used to give breaks is absent and no others are available.

5. If and when the Manatee County School Board should reinstate a 6 and one half hour student day, the Elementary Planning Time provisions of the prior Master Contract will also be reinstated.

b) Middle School

1. Inside the student day:

a. Middle School classroom teachers shall have no less than 40 minutes or one full period, whichever is greater, of continuous, uninterrupted planning and preparation time during each student day, except in those cases of emergency such as, but not limited to, an occasion when a substitute cannot be obtained to cover an absent teacher's class. In the event a field trip necessitates coverage of two consecutive classes or more, a reasonable documented effort shall be made to obtain a substitute.

b. Planning during the student day on the Wednesday in a modified instructional week shall be the length of a class period.

2. **Outside of student day:** Teachers are entitled to 225 minutes of planning time per week outside of the regular student day. For weeks when students are present less than five days, a proportionate amount of time will be provided. No more than 45 minutes of that time may be scheduled and used for, but not limited to: team meetings, department meetings, grade level meetings, progress monitoring, collaborative planning, data analysis or any other purposes for academic enhancement, enrichment or improvement. Planning time will consist of blocks of time of no less than 15 minutes and may be before or after the student day.

c) High School

1. Inside the student day:

a. High School classroom teachers shall have the average of at least 40 minutes per day of planning and preparation during the student day, or the length of a "skinny" period per day of planning time, whichever is greater, over a ten day cycle: except in those cases of emergency such as, but not limited to, an occasion when a substitute cannot be obtained to cover an absent teacher's class. In the event a field trip necessitates coverage of two consecutive classes or more, a reasonable documented effort shall be made to obtain a substitute.

b. Planning time during the modified instructional week shall be the average of at least 40 minutes per day over a ten day cycle.

2. **Outside of student day:** Teachers are entitled to 225 minutes of planning time per week outside of the regular student day. For weeks when students are present less than five days, a proportionate amount of time will be provided. No more than 45 minutes of that time may be scheduled and used for, but not limited to: team meetings, department meetings, grade level meetings, progress monitoring, collaborative planning, data analysis or any other

purposes for academic enhancement, enrichment or improvement. Planning time will consist of blocks of time of no less than 15 minutes and may be before or after the student day.

2. **Guidance Counselors:** All Guidance Counselors will be provided with no less than 40 minutes or the equivalent of one student period daily for duties other than those requiring supervision or student contact.
3. **Notice of Duty Roster Implementation:** Where the principal or his/her designee knows in sufficient time in advance that a period will be shortened or the duty roster will be implemented, the affected teacher(s) shall be notified of this event at least 3 days in advance. If the principal or his/her designee does not know 3 days in advance, as much notice as reasonable possible shall be given.
4. **Scheduling:** The specific scheduling of preparation and/or planning time shall be determined at each school center by the principal after consultation with his/her teacher and appropriate district administrators.
5. **Conferences:** Parent conferences shall not be considered planning and/or preparation within the student day. No parent conference will be scheduled within the student day planning or preparation period unless initiated or scheduled by the teacher. Parent conferences shall be considered planning and/or preparation within the 45 minutes planning time scheduled outside the student day.
6. **Emergency Roster:** To insure fairness in the assignment of teachers in emergency situations, each principal shall maintain and post a roster and shall make emergency assignments to all available teachers on a rotating basis as equitably as possible.

The emergency roster shall not be used to cover athletic events.

A priority shall be given to using a teacher's duty period, if such exists, rather than the teacher's planning period, when implementing the emergency roster.

The parties agree that the purpose of the emergency rosters established under Article V, Section 4, is to record administrative assignments to cover emergency situations. Only assignments made by the principal or his designee shall be recorded on the roster. Where the principal allows a teacher to be away from his/her assignment and the teacher has made mutually agreeable arrangements with another teacher to cover the absent teacher's assignment, this situation shall not be recorded on the emergency roster.

7. **Payment for No Sub:** If a substitute for a teaching position that is requested through the Substitute Employee Management System (SEMS) cannot be secured, the sum of \$50 per day will be credited to the school's instructional supply account. The Principal will involve the teachers of the school as to how the money that is generated through this provision will be spent.

Section 5 - Additional Activities

Teacher participation in extracurricular activities for which no additional compensation is paid shall be voluntary.

Section 6 - Special Teachers

In cases where special teachers (such as art, music, physical education) are used, the regular teacher will not be required to remain in the classroom at the same time the special teacher is present, except in cases of emergency. This time shall be used as a preparation and/or planning time by the regular classroom teacher.

Section 7 - Teaching Materials

The parties recognize that tests, library reference materials, software, maps, globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and other supplies are the tools of the teaching profession. The School Board agrees to afford teachers the opportunity to be involved in the selection of such materials.

Section 8 - Notification of Assignment

Prior to making teacher assignments for the following year, the principal shall request preferences for assignments from teachers. Teachers will be notified of their teaching assignment for the following year by June 1. If scheduling problems necessitate a change in this teaching assignment, the teacher shall be notified of the change at the earliest possible date.

Section 9 - Issue of Contracts

Annual contracts and professional service contracts shall be issued to teachers who hold a valid teaching certificate no later than the first day of employment each year.

Section 10 - Teaching Out of Certification Area

Except in case of emergency, a teacher will not be given a teaching assignment outside the scope of his/her teaching certificate. In the event such an assignment is necessary, any evaluation conducted for responsibilities outside his/her area of certification shall be specifically noted on the evaluation form and due consideration shall be given in the assessment of the teacher's performance.

Section 11 – Highly Qualified (HQ) Teachers

All teachers must be certified and HQ in his/her assigned subject area by deadlines established by state and/or federal law. Teachers out of compliance will be given the following district-level assistance:

- **Notification in writing of requirements, expectations, timelines for completion, available assistance and consequences which will include denial of PSC and possible termination.**
 - **Opportunities to attend training**
 - **Opportunities for certification test tutoring**
 - **Teachers transferred to out of area position by administration may have test fee paid by district one time only.**
- a. **The timelines for teachers transferred or reassigned involuntarily to positions for which they are not HQ will be as follows:**
1. **Teachers who are involuntarily transferred or reassigned to positions for which they are not HQ after the ten (10) day count will have until the first day of the following school year to become HQ.**
 2. **Teachers who are involuntarily transferred or reassigned to positions for which they are not HQ during the Spring for the following school year will have until the end of the first semester of the following school year to become HQ.**
- b. **For those who volunteer to teach in an identified area of need for which they are not currently HQ, the timeline shall be as follows:**
1. **Teachers who are involuntarily transferred or reassigned to positions for which they are not HQ after the ten (10) day count will have until the first day of the following school year to become HQ.**
 2. **Teachers who are involuntarily transferred or reassigned to positions for which they are not HQ during the Spring for the following school year will have until the end of the first semester of the following school year to become HQ.**
- c. **Annual notification by last workday to all bargaining unit members of areas of need as well as incentives for becoming highly qualified in the identified area**
- **highly-qualified by taking test**
 - **adding area to certificate**
 - **district will reimburse cost of test to those who passed test and added it to their certificate**

Section 12 - Association Representation

Any teacher summoned by a principal, immediate supervisor, or any administrator, to a conference for the express purpose of discussing dismissal or issuing a formal written reprimand,

shall have the right to be accompanied by a representative of the association. The definition of dismissal shall not include the non-renewal of an annual contract.

Any teacher who requests association representation and is denied association representation under this section shall have the right to terminate such a meeting until association representation is available.

The following are the types of instances where employees are entitled to representation:

1. **Informal Conference:** An informal conference is held to identify expectations and provide direction orally. The administrator may document the informal conference in his/her calendar. (The informal conference cannot be used as part of an investigation.)
2. **Directive:** A written notice of expectations given to the employee. A copy of the Directive may be maintained by the administrator in a correspondence file, however, no copy is placed in the employee's personnel file.
3. **Conference of Record or Memo of Conference:** The administrator should give the employee written notice, stating the purpose of the conference. The employee may have representation, if requested. A written record of the conference will be placed in the employee's personnel file and a copy provided to the employee.
4. **Letter of Reprimand:** The administrator should give the employee written notice, stating the purpose of the conference. The employee may have representation, if requested. A copy of the reprimand will be placed in the employee's personnel file and a copy provided to the employee.

Note that these four instances are examples of actions that may be used depending on the particular situation.

Except in cases deemed to be an emergency, teachers shall be given prior written notice and a statement of the reason for any conference called for the express purpose of discussing dismissal or issuing a formal written reprimand.

In the case of an emergency such as assault, intoxication or influence of narcotics, the teacher's right to association representation may be postponed, but not denied. A teacher may have association representation at any meeting with an administrator, called by the administrator for the express purpose of discussing dismissal.

Teachers are not entitled to Association Representation in evaluation or observation conferences unless the teacher has been notified that performance deficiencies could result in dismissal or unless the meeting is for the purpose of such notification.

When an administrator deems it necessary to reprimand a teacher, it shall not be done publicly unless the situation is such that immediate or emergency action must be taken. For purposes of this agreement, the word "reprimand" shall mean "censure formally"

Section ~~12~~ 13 - Classroom Interruptions

Classroom interruptions shall be kept to a minimum. Teachers, when possible, shall be notified when students are to be taken from regularly scheduled instructional time, except for disciplinary action and emergencies. An effort shall be made to schedule custodial and maintenance activities so that instructional activities will receive a minimum of interruption.

Section ~~13~~ 14 - Unsafe Conditions

When a teacher reports in writing to his/her immediate supervisor any unsafe working conditions, or alleges environmental hazards, the Superintendent or his designee shall investigate these reported conditions. The teacher shall be informed of the results of the investigation. Unsafe working conditions may include alleged environmental hazards not associated with atmospheric conditions, weather conditions, or the quality of outside air.

Section ~~14~~ 15 - Access to School Budget

Upon written request to the principal, the school budget shall be made available to a teacher.

Section ~~15~~ 16 - Procedures for Teachers not Re-nominated

Teachers reappointed for the ensuing school year shall be notified of the reappointment on or before June 1. Teachers not reappointed for the ensuing school year shall be notified, in writing, on or before June 1.

Section ~~16~~ 17 - Change of Class Notice

A teacher shall be notified when a student is taken off his/her roll, if the change is one of a non-routine nature and after the first three weeks of a semester.

Section ~~17~~ 18 - Physical Space for Teachers

Each school will have the following facilities:

1. A space in which each teacher shall have a place to store instructional materials and supplies. A space in each teacher's classroom shall be provided if space is available. If a teacher is physically handicapped and that handicap affects the teacher's mobility, a space for storing instructional materials and supplies shall be provided in each of the teacher's classrooms. If a teacher has a temporary physical disability which affects his or her mobility, that teacher shall be provided a space in each of his or her classrooms, if possible. Attempts shall be made to accommodate teachers who have a handicap or temporary physical disability which affect their mobility within presently available space.

2. An individual work space;
3. Well-lighted and clean teacher rest rooms, and
4. A telephone which permits privacy of conversations.

Section 18 19- Summer School Week

1. **Workdays:** Workdays for Summer School will normally be Monday through Thursday. If it is beneficial to the school district, Friday may be added to the four-day week for scheduling purposes. The Superintendent or his designee shall discuss the summer school schedule with the Union at least two weeks prior to taking the schedule to the School Board.
2. **Planning time:** Planning time for elementary and middle school teachers will be before the student day. Planning time for high school teachers will be after the student day. This schedule will be maintained unless the principal and teachers agree to another schedule.
3. **Length of Workday:** The teachers' work day shall be five (5) hours for elementary and middle school teachers and six (6) and one-half (½) hours for high school teachers. Normal bus duty may extend the regular day.
4. **Length of Planning Time for Elementary and Middle Schools:** Elementary and middle school teachers shall receive one (1) hour and fifteen (15) minutes of planning time a day and one (1) fifteen minute recess period a day. Some duty-free time shall be provided during the break.
5. **Planning time for High School Teachers:** High school teachers will receive one (1) hour a day for planning and student make-up and two (2) break periods. Some duty-free time shall be provided during the breaks.
6. **Sick Days:** School center employees will earn one (1) sick leave day for the summer school period which will be credited toward accumulated sick leave.
7. **Use of Sick Leave:** School center employees using sick leave during the summer school session will have one (1) day for each day absent deducted from his/her accumulated sick leave.
8. **Faculty Meetings:** Faculty Meetings may be held during pre and post summer school. A maximum of five (5) additional faculty meetings may be held during the regular summer school session. All faculty meetings shall be held within the teacher work day and during planning preparation time.

9. **Summer School Hiring practices:** Until the applicant list of current employees in the teacher bargaining unit has been exhausted, no teacher or other employee who was not in the bargaining unit the previous school year shall be hired for Summer School, unless there is no properly certificated current employee for the position.
10. **Late Hires for Summer School:** Any Teacher who is hired during the first five (5) duty days of summer school, but after the first duty day, shall be scheduled and paid additional duty time for planning purposes equivalent to the length of the planning day that occurred prior to the teacher's being hired. This additional duty time shall be scheduled within the teacher's first five (5) duty days during summer school.
11. **Summer School Salary:** The hourly rate for teaching Summer School shall be the same hourly rate as earned during the previous regular school year. The basic teacher's salary schedule shall be used to determine their hourly rates

Section 19 20- Senior High Additional Duty Period

High School teachers (excluding MAVTC-adult school teachers) with full-time classroom teaching responsibilities shall be assigned no more than five teaching periods a day except as provided in Article V, Section 22.

Section 20 21- Additional Duty Hour

1. The teacher assigned to an 8.5 hour day shall be paid an amount equal to the individual teacher's hourly rate on the salary schedule for the additional hour for each day worked on the 8.5 hour schedule.
2.
 - a. No department chairman shall lose a current planning period as a result of working an 8.5 hour day.
 - b. The principal shall consider qualified volunteers before making an assignment to the 8.5 hour day.
3. The parties recognize that adjustments are necessary to Article V, Section 2, 4 and 8 of the current Teachers' Contract as follows:
 - a. Supervisory duties for teachers assigned to work 8.5 hours per day shall be scheduled to avoid use of planning time.
 - b. Faculty meetings for teachers assigned to work 8.5 hours per day shall be scheduled to meet the needs of the teachers.
 - c. Planning time may be scheduled during, before and/or after the regular 7.5 hour day.
 - d. Teachers in the extended day program may not have more than an 8.5 hour day, except as specified in ARTICLE V, Section 2.

- e. If additional materials, textbooks, etc., are necessary as a result of the additional duty hour, the School Board shall make such allocations from the earmarked funds for this purpose from the School Board Budget.

Section 21 22- Inservice Points

The School Board agrees to annually provide the teachers the total number of inservice points accumulated during their current validity period.

Section 23- MAVTC (MTI) Contracts

1. **MAVTC (MTI) Teachers on Extended Contracts:** Manatee Area Vocational Technical Center (MTI) teachers in the following programs shall have contracts which differ from the normal teacher's contract as follows:

Practical Nursing	11 months
Dental Assisting	11 months
Cosmetology	11 months
Emergency Medical Technician	11 months
Machine Shop	11 months
MTI Guidance Counselors	11 months
Electronics Technician	11 months
Computer Technology Services	11 months
Auto Mechanic	11 months
Industrial Electricity	11 months

2. **Terms and conditions of MTI contracts:** All terms and conditions of the School Board of Manatee County Policies and procedures and the MEA Master Contract shall be the same for employees at MTI as for other unit members with the following exceptions:
 - a. Personnel may voluntarily agree with the administration to have their work days and hours established to meet the needs of the clients at the cost center where they are assigned.
 - b. The normal work day will be a 7.5 hour workday which shall include 30 minute duty free lunch period and no less than one hour per day for planning.
 - c. Personnel will be granted scheduled inservice days and provided with information regarding scheduled inservice programs so that they may participate in relevant programs of choice.
 - d. Personnel accepting an extension of the regular 10 month contract shall be paid their hourly rate of pay as determined by the step and rank on the salary schedule where they are currently placed for any additional work days beyond the regular 10 month contract year. This shall become effective upon ratification of this agreement.

- e. In the event of an extended workday, all work shall be on a voluntary basis. Employees shall not be assigned to work more than a 40 hour week.
- f. Employees shall not be scheduled to work on paid holidays and shall receive the Fourth of July as a paid holiday if they are working an extended contract.
- g. Employees on an extended contract shall earn one day of sick leave per month of work, in any case, no less than 11 sick leave days for an 11 month contract or 12 sick days for a 12 month contract.

Section 23 24- New Programs

Prior to implementation of any major new program initiated at the school center level, the principal or his/her designee shall provide an opportunity for input regarding implementation of the program from teachers. Where teachers are required to have special expertise to implement such a program, training shall be provided prior to implementation of the program.

Section 24 25- Media Specialists

In order to facilitate media services in elementary schools, the elementary media specialists are authorized up to three (3) additional duty days. After consultation with the media specialists, the principal will determine when the days will be utilized.

Section 25 26 - Elementary Early Release

If the School Board authorizes the elementary school students to be released early to hold parent conferences, teachers will be released early and scheduled for a comparable amount of time for parent conferences outside the regular workday. The plan for scheduling these parent conferences shall be by consensus of the principal and teachers. The School Board shall determine the dates for elementary early release in the calendar adoption process. Unless the School Board authorizes early release for elementary students, all parent conferences outside the regular duty day shall be voluntary.

Section 26 27 - School Center Staff Development Plans

An Inservice Plan shall be developed by a committee at each school center, to address staff development needs of the school center and other inservice priorities identified by state, federal, or school district officials.

This committee shall be composed of elected teacher representatives, the elected teacher education center representative, the principal or his/her designee and other persons impacted by the plan.

The school level plan must be approved by the principal and then approved by consensus of the teachers and other appropriate persons, according to procedures determined at the school center.

This provision shall not preclude county-level staff development. All school center plans shall operate within district guidelines.

Participation in school center staff development activities during evenings and on weekends shall be voluntary and compensated as per Article XII, Section 13.

Section ~~27~~ 28- Safe Learning Environment

In order to provide a safe learning environment the parties agree that:

- 1. Two Way Communication:** Each school will be responsible for developing a two way communication plan which provides for communication between the teacher and the main office. Where an electronic communication between classroom and the office is available, an attempt will be made to keep the system in working order.
- 2. Notification of Danger:** Teachers shall be notified on a need to know basis if there is a situation which may involve danger to students or teachers.
- 3. Student Control Techniques:** Teachers who teach EH, SED, or autistic students on a full time or mainstream basis who have not received training in their degree program or elsewhere shall be given an opportunity for training in student control techniques prior to being given the responsibility for teaching student who have been staffed into EH, SED or Autistic programs. Teachers may not refuse to accept an EH, SED, or Autistic children in their classroom because they have not been trained. The school district shall offer training in student control techniques to teachers.
- 4. Damages to Clothing and Personal Items:** Articles of clothing which are damaged as a result of a battery which occurs while the teacher is discharging his/her duties in accordance with his/her job description, shall be repaired or replaced by the school district up to an amount of \$100. Shoes, hosiery, jewelry, watches, and the like items are not covered by this provision. Hearing Aids and glasses shall be repaired or replaced in such circumstances in an amount not to exceed \$400, less any amount covered by applicable insurance on the item.
- 5. Committees:**
 - a. District-Wide Safe Learning Environment Committee:** There shall be a District-Wide Safe Learning Environment Committee consisting of six (6) representatives appointed by the Superintendent and six (6) representatives appointed by the Association. The purpose of this committee shall be to recommend to the Superintendent strategies for addressing issues related to safe learning environment.

b. School Safe Learning Environment Committee: Each school shall have a safe learning environment committee composed of a school administrator(s), and the following persons elected by their constituent groups; teachers, students (if appropriate), parents, and other shareholders.

The purpose of this committee shall be to:

1. Development or review of school center crises plan.
2. Develop strategies aimed at diminishing disruptive behavior in the school. This committee may be a subcommittee of the School Improvement Committee.

6. Teacher Authority:

a. Referrals: The principal or designee shall consider the recommendation for discipline made by a teacher or a member of the instructional staff when making a decision regarding student referrals for discipline. Additionally, the principal should consult with the referring teacher prior to enacting a lesser disciplinary action unless circumstances prevent such consultation. Such circumstances shall be defined as those in which immediate action on the part of the principal is required. The Principal shall return a copy of all referral forms to the teacher with the decision for consequences noted.

b. Removal of Students: A teacher has the authority to remove from class a student:

1. Who has been documented by the teacher to repeatedly interfered with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn or
2. Whose behavior the teacher determines is so unruly, disruptive or abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

The Principal may not return the student to that teacher's classroom without the teacher's consent, unless the school's Placement Review Committee determines that such placement is the best or only available alternative. The teacher and the placement review committee must render decisions within 5 days of the removal of the student from the classroom.

Teachers are responsible for using appropriate means of discipline before sending a student from the classroom unless the student seriously interferes with the teachers' ability to communicate. Interventions which must be implemented and documented prior to requesting permanent removal from the classroom will be established at the school center by the Discipline Committee.

1. Placement Review Committee:

1. **Membership:** Each school shall establish a Placement Review Committee to determine placement of a student when the teacher disagrees with the Principal's decision to return a student to the classroom. Committee membership must include at least the following:

- (a) Two teachers elected by the school's faculty
- (b) One teacher selected by the teacher who has withheld consent for the disruptive student to return to his/her classroom.
- (c) One member of the school's staff who is selected by the principal.
- (d) One alternate teacher elected by the faculty. The alternate teacher shall serve as a replacement for any teacher on the committee who may be the teacher withholding consent to readmit a student. The alternate shall participate in all training provided for the committee and shall meet with the committee in an advisory capacity unless the alternate is required to serve in place of a teacher member.

The teacher who withheld consent for the disruptive student to return to his/her class has the right to appeal the committee's adverse decision to the superintendent.

2. **Training:** The members of the Placement Review Committee shall receive training as is appropriate and determined by the committee. When possible, the committee shall meet during the regular workday for teachers. Committee members will not be required to use any sick or personal leave to serve on the committee.
3. **Placing Students:** In determining the placement of a student the committee must consider the appropriateness of the instructional strategies (e.g. students with disabilities, ESOL/LEP students, and students with plans under Section 504).
4. **Professional Development:** Any teacher who removes 25 percent of the total enrollment of any class shall be required to complete professional development to improve classroom management skills. The program for professional development will be developed cooperatively by the teacher, principal and the teacher on assignment for personnel assistance, if this position is funded. Twenty-five percent will be determined by counting the number of different students referred for removal.

Section 28 29 - Medical Procedures

1. **Non medical personnel:** Non medical school district personnel shall not be allowed to perform invasive medical procedures that require special medical knowledge, nursing judgment or nursing assessment. These procedures shall include but are not limited to sterile catheterization, Naso-Gastric tube feeding and cleaning and maintaining or deep suctioning of a tracheotomy.
2. **Invasive Procedures:** Employees will not be required to perform any invasive medical procedure unless the employee voluntarily chooses to do so or the procedure is a part of the job description explained to the employee before the employee accepts the position involving the need for performing invasive medical procedures.

Section 30 - Juvenile Justice Employees

The terms and conditions of employment of members of the units represented by MEA that work in programs whose students are enrolled in residential programs supervised by the Department of Juvenile Justice, State of Florida will be as follows.

1. **Terms and conditions:** All terms and conditions of the School Board of Manatee Policies and Procedures and the MEA/School Board Contract shall be the same as other unit members with the following exceptions:
 - a. Personnel that are on 10-month contract may have their workdays and hours established to meet the needs of the clients at the cost center they are assigned. However, the **length of a contract year for 10 month personnel** will not normally exceed 198 days, of which 180 will be student contact days.
 - b. **The normal workday will be a 7.5 hour workday** which shall include a duty free lunch period and no less than one hour per day for planning. Student contact will be limited to the equivalent of 300 minutes per day.
 - c. **Personnel will be granted scheduled inservice days** and provided with information regarding scheduled inservice programs so that they may participate in relevant programs of their choice.
 - d. **Personnel will be granted 3 record days**, mutually chosen by the facility and the personnel, and scheduled during the regular school year. If the personnel work an additional period beyond the regular school year, one additional record day will be granted during that time period.
2. **Scheduling:**
 - a. Members of the unit shall have preference for work assignments and for work days beyond their normal contracted days, if any, at the facility they are assigned. Acceptance of work assignment beyond the normal work year will be on a voluntary basis.
 - b. Members of the unit shall be paid their hourly rate of pay as determined by the step and rank on the salary schedule where they are currently paid for any days of work beyond the regular contract year.
 - c. Members of the unit shall be paid their hourly rate of pay, based on their step and rank on the appropriate salary schedule for any hours they are required to work beyond the normal 7.5 hour day as defined in the collective bargaining agreement. This provision shall apply to any extra time worked beyond the normal contract which does not meet the definition of a full 7.5 hour day.

- d. Employees shall not be required to work more than a 40 hour work week.
- e. Employees shall not be scheduled to work on paid holidays.

3. Required 240 Day Student Schedule:

Teachers will be employed on the normal district 198 day contract. The “summer” period will be covered primarily by two twenty day teaching contracts, one for the period between the end of the regular school until the last day of June (June) and one for the period encompassing the days from July 1st to the start of the regular school year. Teachers who work under such “summer” contracts will earn one sick leave day per twenty day “summer” contract to a maximum of two.

It is further understood that any required instructional days not covered by the two twenty day summer contracts or those that occur during other time frames throughout the year not included in the normal 198 day teacher contract will be staffed through the use of teachers hired via the non-contracted hourly process. Non-contracted hourly employment does not entitle the employee to earn sick leave days in any circumstance.

Section ~~30~~ 31 - Contract for Guidance Counselors

Secondary Guidance Counselors may work an additional 45 hours per year. The extended time will be scheduled by the school principal. Each secondary school shall receive an additional 15 hours per counselor to be scheduled by the Principal based on the needs of the school.

Section ~~31~~ 32 - Employment Practices

1. **Additional Certification Requirements:** At the time of employment, teachers will be notified in writing by the Human Resources office of any additional certification or endorsement requirements they must meet to be granted a Professional Service Contract.
2. **ESOL:** The district agrees to develop alternate training which is provided in a teacher friendly, instructionally sound and cost efficient manner. The Superintendent or a designee will meet with a representative of the Union to develop diverse and sufficient training opportunities to meet the requirements. Teachers who have Limited English Proficient (LEP) students assigned to their classrooms will begin the ESOL training as required in the META agreement. Management will be responsible for notifying the teacher in writing that a designated LEP student has been assigned to the teacher and will notify the teacher of the requirements for ESOL training as a result of the LEP student assignment.

The superintendent shall notify the MEA of any intent to change the school district's LEP plan.

3. **Out of Field Assignments:** Teachers who are employed in a position out of their field of certification will complete at least the minimum required college credit or additional training each year. Out of field requirements must be met within a three year period.

Section 32 33 - School Improvement Plan Committee

All schools shall have a school improvement planning committee whose purpose shall be to develop the school improvement plan using a consensus process within the legislative requirements for school accountability and improvement. The number of committee members and the structure shall be determined by a participatory decision making model determined by the Principal. The committee shall have no fewer than three members elected by a majority vote of the faculty. Teachers shall be provided with a copy of the plan via electronic or print media. The entire plan at least in draft form must be presented to the faculty, staff, and the School Advisory Council (SAC) for discussion and review prior to presenting to the School board.

Section 33 34 - Academic Subject Area Preparations

If academic subject area preparations are excessive in the case of an individual high school teacher, the MEA representative, after addressing the problem to the principal, may request the Superintendent or his designee to review the situation. In no case shall three or less academic preparations be considered excessive. Academic subject areas shall be defined as (1) Math, (2) Science, (3) Social Studies, and (4) English. Exceptional student teachers shall not be included as part of this agreement. If a teacher is supplemented for a class, or is contracted for an additional class, that class shall not be considered a prep.

Section 34 35 - Pay for Other Assignments

Except for those duties listed in this section, any duty or other assignment outside of the regular duty day, will be paid at the hourly rate of the employee who is performing the duty. The exceptions to this section will be (1) part time hourly contracts for the evening program at MTI (2) assignments covered by Article XII, Section 8 of the Master Contract and (3) supervisory duties as covered by Article V, Section 2(2) supervisory duties.

Section 35 36 - Paperwork Committee

1. As per Florida statute 1008.385(2)(b)(1), a district oversight committee shall be formed to review and approve required district forms and paperwork. The committee will be composed of five (5) school administrators appointed by the School Board and six (6) classroom teachers and one other representative appointed by the Manatee Education Association. The committee shall meet monthly, at minimum, during the regular school year and will be responsible for developing and recommending procedures for the reduction, revision, consolidation, and elimination of paperwork and data collection requirements. An annual report of the committee's findings and activities shall be submitted to the school board.
2. The committee will consider, at minimum:

- a. The type and origin of the form/paperwork, whether it is a paper form or electronic form or generated by computer or e-mail.
 - b. Whether or not the information exists elsewhere and can be accessed or pre-inserted on the form.
3. Existing forms/paperwork will be reviewed to determine the need for the paperwork and to eliminate duplication.
4. All existing and newly developed forms will be approved or disapproved by the committee and will be assigned a review date, number, and distribution list.
5. School level forms are not subject to approval by the district oversight committee but may be reviewed upon appeal to the committee by any person at the implementing school site. The process for appeal will be developed by the committee.
6. Teachers will not be responsible for the completion or return of any new district required forms/paperwork that have not been approved by the oversight committee.

Section 36 37 – Virtual Education Program Teachers

1. Teachers employed as Virtual Education Program Teachers (“eTech Teachers”) shall be entitled to all rights and privileges guaranteed within the collective bargaining agreement unless specifically modified within this section.
2. eTech Teachers’ 7.5 hour workday may be scheduled between the hours of 7:00 A.M. and 7:00 P.M. only. eTech teachers shall not be required to work on Saturdays, Sundays, or paid holidays.
3. eTech Teachers will be granted scheduled inservice days and provided information regarding scheduled inservice programs so that they may participate in relevant programs.
4. The District shall provide eTech teachers the necessary technology and online access required to perform the requirements of the position including, but not limited to, computer hardware and software, fax/printer hardware, fax and internet connectivity, and materials and supplies. Any use of District-provided equipment, and any communications made thereupon, shall conform to all applicable District policies and procedures and comport with the Code of Ethics and Principles of Professional Conduct of the Education Profession in Florida.
5. eTech Teachers shall receive required inservice training related to the district and state program and curricular requirements prior to any student contact.

ARTICLE VI

TEACHER PROTECTION

Section 1 - Teacher Protection

Before any such benefits are granted or not granted under the provisions of this Article, the circumstances surrounding the incident shall be reviewed by the administration and the Association. If a teacher is assaulted either on school property or off school property, while carrying out a specifically assigned or sponsored school activity, the School Board shall continue the teacher's full salary and benefits for the duration of the absence due to such assault, not to exceed one year. The absence shall not be charged against the teacher's regular sick leave.

Section 2 - Personnel Files

A teacher shall be permitted to see his/her county office personnel file, except for confidential letters of recommendation upon reasonable request, and may duplicate any information in the file at his/her own cost.

Any derogatory materials must be provided to the employee before the material may be placed into that employee's file.

Any material originating with the school district which is derogatory to an employee's conduct, service, character or personality relating to performance, shall be placed into the employee's file according to one of the following procedures:

- 1. By Personal Delivery:** If the material is provided by personal delivery to the employee, the employee shall sign a copy of the document to acknowledge that he/she has received such material. The employee's signature does not indicate agreement with the content of the material.
- 2. By Witness:** If an employee refuses to sign the material, the supervisor may get a third party to witness that the employee has been provided the material. The witness must sign and date the material before it is placed into the personnel file.
- 3. By Certified Mail:** If an employee fails to sign such material, or circumstances prevent personal delivery, the supervisor may send the material via certified mail to the employee. The material may be placed into the county office personnel file ten (10) days after the registered receipt has been returned to the sender.

Addendum: If the teacher so desires, he/she will be given an opportunity to make a written addendum to any statement.

Paper Files: The Board shall maintain the hard copy of an employee's file only at the county office. Any file kept by an immediate supervisor shall contain only those materials for current evaluation data. A teacher shall also be permitted to see this file upon his/her reasonable request.

Electronic Files: The Board may also maintain and manage a secure electronic copy of the employee's personnel file in addition to the paper file. Only those human resources employees authorized to manage and maintain the paper files may manage and maintain the electronic files. A teacher shall be permitted to see and obtain copies of this file upon reasonable request.

Anonymous material: Anonymous data shall not be placed in a teacher's personnel file.

ARTICLE VII

TEACHER EVALUATION

Section 1 - Procedures

- 1. Annual Evaluations:** Teachers shall be evaluated annually. The following procedures shall be followed for teachers in the minimum competency program:

Subdivision 1: **Classroom observation** will precede the completion of the formal evaluation. Annual contract teachers will be observed by the principal or his designee at least two (2) times a year with the observation occurring no later than November 22.

Subdivision 2: **Number of times:** Teachers shall be officially evaluated at least once each school year.

Subdivision 3: **Notice:** Annual contract teachers shall be given prior notice of the first official classroom observation. A conference will be scheduled by the principal or his designee to discuss the formal classroom observation and the formal evaluation.

Subdivision 4: **Other observations:** All other classroom observations and evaluations shall be conducted at the discretion of the principal or his designee.

Subdivision 5: **Copies:** Teachers shall be provided copies of written classroom observations and evaluations within ten (10) working days following such observations and evaluations.

Subdivision 6: **Forms:** The forms will be delineated in the district's Performance Appraisal System and shall be used for formal written observations, evaluations and teacher response to formal evaluation.

The Association shall have input into the development or contemplated change of any such form.

Subdivision 7: **Knowledge of observation:** All formal classroom observations and evaluations shall be conducted with knowledge of the employee being evaluated.

Subdivision 8: **Addendum:** An employee has the right to include an addendum to any written evaluation.

Subdivision 9: **Improvements:** Should necessary improvements become apparent during the evaluation process, said improvements shall be noted on the form together with:

- a. specific improvements desired,
- b. time for improvement to be made,
- c. assistance to be provided, if necessary.

Subdivision 10: **Signing Evaluations:** No teacher shall be required to sign his or her observation or evaluation form prior to a conference.

- 2. Professional Growth Plan:** The procedures in the Professional Growth Program shall be included in that plan

Section 2 - Evaluation Committee

The parties agree to have a committee of teachers and administrators study the evaluation system and recommend improvements. Until such time as new forms are adopted, the current new forms shall be used.

The committee shall also review any changes which may be required in the evaluation process by the Florida Legislature and shall make recommendations to bargaining teams during the collective bargaining process.

ARTICLE VIII
FAIR DISMISSAL

Section 1 - Just Cause

No teacher shall be dismissed except for just cause.

Section 2 - Annual Contract

This procedure shall not limit the right of the School Board to renew or not renew any annual contract.

ARTICLE IX

PAID LEAVES AND MILITARY LEAVES

Section 1 - Personal Illness, Family Illness, Bereavement

Any teacher who is unable to perform his duties because of illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his own household, and consequently has to be absent from his work shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him to do so. The following provisions shall govern sick leave:

Extent of Leave: As outlined in Florida Statutes 1012.61, each full-time member of the instructional staff shall be granted four (4) days of sick leave as of the first day of employment of each current year, and thereafter during that fiscal year shall be credited with one (1) additional day of sick leave at the end of each month of employment until the allowance for ten-month employees reaches ten (10) days.

The same provision shall apply for 11-month employees until they have reached eleven (11) days, and for 12-month employees until they have reached twelve (12) days.

Leave not used during any fiscal year may accumulate without limit.

Section 2 - Sick Leave Statement

Consistent with past practice, employees shall have a sick leave balance on each paycheck. **Beginning July 1, 2011, each employee shall annually receive, or have electronic access to, a report of all unused leave accumulated prior to July 1, 2011 and all unused accumulated leave for each year of employment following July 1, 2011 along with the rate of pay for each unused accumulated leave day. In addition, the report shall include an accounting of days used including whether the day was taken from the unused days accumulated prior to July 1, 2011 or taken from a specified year after July 1, 2011. For days used after July 1, 2011 the accounting for days used shall include the rate of pay for that day used. This annual report shall be provided in hard copy or electronic version to the employee on or before May 1st.**

Section 3 - Use of Sick Leave by a Family Member

An employee of the Manatee County School District may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his or her sick leave has been depleted, not including sick leave from a sick leave pool, if the recipient participates in a sick leave pool.

Donated sick leave under this provision shall have no terminal value to the recipient as provided in Article XIII of this contract and Florida Statute 1012.61(2)(c). However, unused donated sick

leave will revert to the individual who donated it at the end of the fiscal year or upon termination of employment and shall maintain its value upon retirement.

Section 4 - Illness-In-Line-of-Duty Leave

As outlined in Florida Statutes 1012.63, any full-time teacher shall be entitled to illness-in-line-of-duty leave when he/she needs to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work, excluding common colds, flu and other sickness of this nature.

A physician's statement verifying the nature of the injury or illness must be provided by the employee before illness-in-line-of-duty leave pay is granted. Furthermore, it is incumbent upon the employee to provide reasonable evidence that such illness was contracted or such injury was incurred during her/his line of duty. Such leave may be authorized for a total not to exceed ten (10) duty days during any school year for illness contracted, or injury incurred, from such causes as prescribed above, such leave not to be deducted from the employee's sick leave.

Request for additional line of duty leave shall be recommended at the discretion of the Superintendent. Upon the favorable recommendation of the Superintendent, the Board may approve up to the number of additional days recommended by the Superintendent.

Section 5 - Professional Leave

Instructional personnel may be granted leave for attendance at educational meetings, clinics, etc., while school is in session, when request has been made in writing to the Superintendent and approved by him as being in line of duty. During such leave personnel shall be paid as though they were on duty in the school.

Personnel normally employed for ten (10) months from year to year but given additional work in summer programs will not be eligible for a professional leave during this extra period of employment.

Professional leave is initiated by the individual for the benefit of the individual.

Subdivision 1. All professional leaves must be substantiated by a short written report delivered to the Assistant Superintendent for Curriculum and Instruction. Travel expenses and per diem may be paid for professional leaves during period of employment. Forms for reports and expense vouchers may be procured from the county school office.

Section 6 - Assignment for Temporary Duty

Teachers may be assigned to be temporarily away from their regular duties and places of employment for the purpose of performing other educational services including participation in surveys, professional meetings, study course, workshops, etc. Such assignment will ordinarily be initiated by the county school administration. Employees will receive regular pay and may be

allowed expenses as provided by state law and county regulations. Approval of "assignment for temporary duty" must be secured in the same manner that leaves are approved.

Temporary duty is a duty day for benefit of the school and initiated by the school or district office.

Subdivision 1: All assignments for temporary duty leaves must be substantiated by a short written report delivered to the Assistant Superintendent for Curriculum and Instruction. Travel expense and per diem may be paid for assignment for temporary duty during period of employment. Forms for reports and expense vouchers may be procured from the county school office.

Section 7 - Pre-School and/or Post-School Leave for 10-Month Personnel

Leave during the pre and post-period may be granted to ten-month personnel for attending college courses or other special programs when the request in writing has been approved by the Board with the approval of the Superintendent. Such approval shall be granted only when the activity is considered to be in line of duty and not for the purpose of merely raising the rank of a certificate. When such is the case, the leave shall be considered personal and subject to salary deductions.

Leave during the pre-school and post-school will be carefully scrutinized since these days were provided to meet a definite need for staff planning and inservice training. Florida institutions provide summer school on a schedule that does not conflict with the school schedule. In most cases when staff members arrange a schedule that conflicts with pre-school and post-school it will be considered that such leave is for personal advantage and, if granted, generally should be personal leave and subject to salary deductions. However, in special cases, consideration will be given and professional leave may be granted. Professional leave may be granted to instructional personnel either for the purpose of self-improvement of the teacher or in order that the teacher may make a greater contribution to the total educational system in Manatee County.

Section 8 - Jury Duty Leave

Assignment for temporary jury duty will be granted with no loss of pay. In cases where such duty would work an unusual hardship, the employee should appear in answer to the summons and plead his/her case. The expenses paid to a juror are not considered wages. They should not be remitted to the Board.

Any employee called for duty during school hours or who is subpoenaed to testify during school hours in any judicial matter in which he/she is not a principal party shall be paid his/her full salary for such time.

Section 9 - Leave for Personal Reasons

"Personal Reasons" shall be adequate explanation for such leave but it shall be understood to entail pressing personal problems or emergencies which cannot be resolved outside of regular employment hours.

- 1. Use and notification:** A teacher shall be granted leave for personal reasons with pay of five (5) days per fiscal year from accumulated sick leave. A teacher using such leave shall notify the principal, or his designee, at least 24 hours prior to taking such leave, except in cases of emergency.
- 2. Special circumstances:** Use of leave for personal reasons before or after a school holidays or vacation, during the first five (5) or last five (5) days of the school year or during the first three (3) or the last three (3) duty days of summer school must be applied for at least ten (10) days in advance.
- 3. Limits on personnel:** Further, leave for personal reasons shall not be available on a given student day to over ten percent (10%) or five (5) teachers maximum in a single school.
- 4. Applying:** Leave for personal reasons shall be applied for in the same manner as other leaves prescribed by the Board. "Personal Reasons" shall be adequate explanation for such leave.

Section 10 - Military Leaves

1. Temporary Military Leave

All regular full-time teachers (except hourly or daily paid employees) of the Board who are members of the Reserve in the United States Armed Services or members of the National Guard of the United States, shall receive remuneration for up to a maximum of 17 days of absence from their regular work (contractual period) during any fiscal year, if they are ordered by the Armed Services or National Guard to report for temporary duty, provided that:

Full-time regular employees not receiving annual paid vacations are to plan to render their temporary military service during the time school is not in session. If this is impossible, requests for leaves for temporary military service with military orders must be submitted to the Human Resources Department at least four (4) weeks prior to the beginning of the leave. If the administration is not successful in having the commanding officer change the training period to a time when school is not in session, it will be approved.

2. Call-Up of Military Reservists

All regular full-time employees who are reservists called to full-time active military service and are unable to complete contractual obligations to the Board shall be paid according to the salary schedule plus supplements for the first 30 days of such service. Thereafter, any such reservists shall have his or her total gross military pay supplemented up to the amount he/she was earning on the salary schedule, plus supplements, at the time they were called to active duty. For the purpose of administering this provision, the reservists shall be required each month to provide

substantiation of total gross military pay by providing copies of the "monthly leave and earnings statement" or comparable certified information to the Board and shall provide a copy of his/her orders or comparable statement giving estimated length of full-time active service. Such statement shall be updated as necessary by the employee. This provision may be used in lieu of, not in addition to, temporary military leave. Accrued leaves shall continue to accrue during any employee's absence approved pursuant to this provision.

Any reservists who are called to full-time active military service will also be eligible to continue their School Board health insurance coverage by paying the employee's share of the cost of such coverage.

During the period of leave required by the call-up, the employee shall continue to maintain his or her seniority number. Upon returning from leave, the employee shall receive credit on the salary schedule for the time of the military call-up.

3. Full-time Military Leave

A full-time employee (except hourly or daily paid employees) of the Board may be granted a military leave of absence, without pay, provided that:

He/she is inducted into the Armed Services via Selective Service Act or he/she volunteers in lieu of induction.

He/she enlists in the Armed Services during the period our forces are engaged in combat.

The conditions and benefits of a military leave of absence for a full-time regular employee are as follows:

He/she is to be considered as being in continuous employment of the Board during his/her period of service and shall receive all benefits of employment upon his/her return that would normally accrue to him/her if he/she had been actually filling his/her position (except time in military service is to count as a void for credit toward continuing contract and continuous service).

Credit will be given on the teacher's salary schedule for each year.

He/she is to return to the employ of the Board within sixty (60) days after receiving his/her final discharge or present evidence of his physical disability to return.

If after the combat period is over, the teacher refuses final discharge in order to lengthen or accept another period of service, he/she will forfeit his/her rights under this regulation.

ARTICLE X

UNPAID LEAVES

Section 1 - Unpaid Leaves

Unpaid personal leaves are provided according to the following guidelines for the following purposes: leave of absence for personal reasons, sick leave, child care leave, leave granted under the Family and Medical Leave Act, and professional leave.

1. Unpaid Sick leave

- a. Unpaid leaves, satisfactorily substantiated by medical evidence, requested for illness, illness or death of a family member, and illness or incapacity due to pregnancy related reasons shall be granted.
- b. The employee may be required to provide satisfactory documentation for the necessity for such leave, if requested.
- c. Unpaid leaves requested for illness will be granted only when all accumulated paid sick leave is exhausted.
- d. The beginning and ending dates of such leaves shall be based on medical opinion.
- e. Sick leave shall not be granted for a period longer than the remainder of the year in which the request is made and one (1) full additional school year.

2. Unpaid leave for other reasons

- a. Requests for unpaid leaves for reasons other than illness shall be recommended at the discretion of the Superintendent or his designee, unless the employee is entitled to such leave pursuant the Family and Medical Leave Act.
- b. Unpaid leave will be granted in order for an employee to take employment elsewhere. This shall include the opportunity to work in a Charter School. Employees will notify Human Resources in writing by March 1 of their intent to return to work for the following year. This date will apply district wide to notification for return from unpaid leaves other than illness or military leave.
- c. Except emergencies, unpaid leave requests shall be made prior to May 1 of the school year preceding the school year during which the leave is to be taken if such leave is to commence at the beginning of the school year. Any such leave shall be for the entire school year unless other arrangements are more beneficial to the school district, as determined by the Superintendent or his designee.

- d. Leaves requested during a school year shall normally commence with the end of a grading period and shall be for the remainder of the school year unless other arrangements are more beneficial to the school district, as determined by the Superintendent or his designee.
- e. Leave requests shall be for specific period of time not to exceed any portion of a school year. An employee may request leave for one (1) additional school year.
- f. Employees may be required to provide satisfactory documentation for the necessity of the requested leave.

Section 2 - Insurance Coverage

Any teacher granted a leave of absence as provided in this Article shall be given the opportunity, if the carrier permits, to continue insurance coverage in existing school programs during the leave, provided that the full premiums for such insurance programs shall be paid by the teacher on a monthly basis in advance of the month due. It is the teacher's responsibility to handle all arrangements with the payroll office.

ARTICLE XI

VACANCIES, TRANSFERS AND PROMOTIONS

Section 1 - Posting of Vacancies

Known instructional vacancies for the following school year shall be posted for ten (10) workdays starting on the first workday in April and continuing through the first day of July. Instructional vacancies which occur after the first of July through the remainder of the school year shall be posted for five (5) work days in all school buildings, except that vacancies that occur from five (5) days prior to the teachers' first workday through five (5) days after the student year begins shall be posted for two (2) days. Postings will include vacancy notices being placed on the district's electronic Personnel Applicant Tracking System (PATS), electronic bulletin board, job vacancy recordings and in written form at school sites and the district office and at summer school program job sites.

The Board shall place a copy of the posting of vacancy in the Manatee Education Association mailbox in the office services building at the County Office.

Vacancy notices shall include the name of the positions, location and anticipated level. After the applicant has been officially approved to fill the position, other applicants will be promptly notified of the decision.

Section 2 - Involuntary Transfers

1. Should involuntary transfers become necessary, among other facts, length of service in the county, certifications, and major and minor fields of study shall be the determining factors as to which teachers shall be transferred. MEA shall be consulted prior to and at every step of the involuntary procedure.
2. Volunteers to transfer shall be requested prior to assigning an involuntary transfer. Each teacher in the affected school will be notified of the positions to be transferred and given a list of the open vacancies and a form to designate transfer positions in which they may be interested. Teachers wishing to be considered for transfer shall return the form as directed on the form within the time deadlines stated on the form.
3. The teacher with most seniority within the area of certification shall have the first option to stay in a position, or transfer, with such option extended to all teachers on a diminishing basis until one elects to transfer or until such time as the teacher with the least amount of seniority is required to transfer.
4. A written notice of involuntary transfers will be made at least five days in advance of the date of transfer. Upon request the MEA shall be provided the rationale leading to the proposed involuntary transfer(s).

5. Involuntary transfers shall be made only after a meeting between the teacher(s) involved and the Superintendent or his designee, at which time the teacher(s) shall be notified of the reasons for the transfer(s). The Superintendent shall recommend to the Board all transfers of personnel.
6. Teachers involuntarily transferred or reassigned after school begins shall be provided at least one (1) released day to be utilized in preparation of the new assignment.
7. It is understood that nothing in this section shall limit the right of the Superintendent to transfer a teacher for disciplinary reasons or the right of the teacher to due process.

Section 3 - Voluntary Transfers

1. During the posting period any teacher possessing the appropriate certification may apply for a posted vacancy.
2. All currently employed teachers who apply for a posted vacancy shall have their file reviewed prior to considering any new applicant for the vacancy. Currently employed teachers will be given strong preference for a vacancy for which they are certified. Vacancies occurring after the first teacher workday through the end of the school year will require consent from the sending and receiving principal prior to allowing the current employee to transfer into the vacant position. Vacancies occurring for the following school year will not require the consent of the sending principal before allowing the employee to transfer.
3. For any posted vacancy, the principal or his/her designee (hiring officer) shall interview a minimum of four direct qualified transfer candidates one of which must be a minority candidate, if available. Should less than four direct qualified transfer applicants apply for a posted vacancy, all shall be interviewed. A candidate who has been interviewed in the previous 15 months at a particular cost center site need not be interviewed again.
4. Applications for a posted vacancy shall be on file in the personnel office within the required posting time. A transfer applicant who is not recommended for the transfer will be notified and may request, in writing, reason(s) for not being selected.

Section 4 - Promotions

School personnel are encouraged to prepare themselves for advancement in the profession. Vacancies shall be posted for ten (10) working days. When an employee believes that he meets certification and other requirements for an administrative or supervisory position, the employee should make application through the district's electronic application system (PATS).

ARTICLE XII

COMPENSATION AND HEALTH INSURANCE

Section 1 - Salary

The salary schedule shall be as set forth in Appendix "A".

In any year in which bargaining is concluded prior to the legislature's adoption of the state education budget, either side will have the ability to reopen bargaining if the funding for the Manatee County School District, through the FEFP appropriations, is more than +/- 2% per student different than had been anticipated in the bargaining process.

Section 2 - Supplemental Salary Schedule

The supplemental salary schedule shall be as set forth in Appendix "B".

Section 3 - Commitment of the Parties

The Manatee Education Association agrees to work with the Manatee County School Board to ensure the continued actuarial viability and stability of the insurance fund by negotiating any necessary plan and rate changes.

The Manatee County School Board will provide the cost of the health insurance plan as defined by the provisions of Appendix E.

Any change in health insurance benefits and/or premiums will be negotiated between the Board and the Association before the Board takes action on any change.

Any change in the cafeteria plan shall be negotiated between the Board and the Association. This does not give the MEA the right to negotiate the specific plan administrator.

Section 4 - Health Insurance Committee

The parties agree to a Health Insurance Committee, involving representatives appointed by the bargaining agents of employee groups and those designated by the Superintendent for the purpose of continuing to explore ways of containing the cost of health insurance. The committee shall not exceed **16** members, **eight of whom will be appointed by the Superintendent, including the chair, and eight members appointed by the District's unions. The Health Insurance Committee (HIC) shall have the authority to make recommendatins to the negotiating team regarding health insurance issues and propose language.** The health insurance committee shall recommend changes to the health plan to include wellness benefits, physical examinations and yearly gynecological checkups including appropriate tests such as PSA's, Pap smears, and an Employee Assistance Program, at no or reasonable costs to employees

A RFP (Request for Proposals) may be developed by the Insurance Committee to be issued in the early spring of any given year with the intent to permit a change in insurance carriers during the ensuing school year, if such a change is beneficial to the Board and its employees.

Section 5 - Plan Design

A summary of the health insurance plan designs and their associated premiums **for the 2012 plan year** are located in Appendix E.

- 2. Terminally Ill Employees** - Any employee who has credit for a minimum of 2 years of service with the School Board, who, at the time of the leave, is covered under the Board health insurance plan and who is terminally ill or has a family member who is terminally ill shall have the School Board portion of his or her insurance premium paid by the Board for up to 12 months from the date that the individual begins his or her unpaid sick leave.

Any documentation of terminal illness shall remain confidential and not be placed in the personnel file of the employee.

- 3. Full Year Coverage** - Teachers who complete their contract year and have paid for a full year's health insurance coverage shall receive a full year's health insurance coverage.
- 4. New Teacher Coverage** - New teachers who wish to purchase health insurance so that they will have coverage from the date that they begin work until the normal effective date of coverage, may purchase such coverage at full monthly cost for each month or portion thereof during this interim period of time.

Section 6 - Codification of Salary Guidelines and Fringe Benefits

Subdivision 1. Placement on the Salary Schedule: Placement on the Teachers' Salary Schedule is determined by in-county and out-of-county public school teaching experience **for those teachers hired prior to July 1, 2013. When merging the AC schedule with the negotiated schedule for the 2013-2014 salary schedule, teachers were placed on the step closest to their current salary. No teacher shall suffer a reduction in pay due to the merging of the schedules. For teachers hired beginning with the 2013-2014 school year, credit on the salary scale will be a maximum of eight years of public school experience.**

Subdivision 2. Advancement on the Salary Schedule: If applicable, one (1) year advancement on the Salary Schedule shall be based upon ninety-nine (99) or more days employment, including paid holidays, within the district during a school year. The method of advancement to succeeding levels after the 2010-2011 school year shall be determined through negotiations. There shall be no presumption of status quo with respect to advancement to a different level on the salary schedule. No experience step advancement was granted for the 2011-12 work year.

Subdivision 3. Advancement in Rank: Employees shall be eligible for payment for an advanced degree (Master, Specialist or Doctorate) upon completion of the required credits as indicated on the official transcript bearing the seal of the institution. Payments shall be effective as of the date indicated on transcript. Evidence of completion must be filed with the Executive

Director of Human Resources by June 1st of the fiscal year for advancement on the salary schedule to be effective that fiscal year. In the event the university fails to cooperate by supplying a transcript by this date, after a timely request for it is made by the teacher, the teacher may provide a letter no later than June 1st of the fiscal year stating that the advanced degree is or will be completed and proof of the degree will be forthcoming.

The teacher shall submit with this letter proof of timely request to the university. This will not entitle the teacher to payment, but will reserve payment until proof is received.

Subdivision 4. Advanced Degrees for Teachers hired on or after July 1, 2011: Teachers hired on or after July 1, 2011, shall be eligible for an advanced degree supplement only if an advanced degree is held in an area of the teacher's certification as reflected on the teacher's certificate. The amount of the Advanced Degree Supplements are identified in Appendix A Salary Schedule.

The District shall utilize the State Board Rules and Guidelines pertaining to certification to determine if the advanced degree is within the teacher's area of certification.

Subdivision 5. Fringe Benefits:

1. Term Life Insurance Policy:—The School Board will pay the premium for a Term Life Insurance policy in an amount equal to the employee's Annual Earnings for all newly-hired employees. The newly-hired employee will also have the option to purchase additional life insurance up to one, two or three time Annual Earnings. Additional life insurance amounts in excess of \$300,000 will require evidence of insurability and approval by the life insurance provider. Any requests for additional life insurance after the employee receives their first payroll deduction will require evidence of insurability and approval by the life insurance provider.

Employees hired before April 1, 2012, will have their School Board-paid two-times Annual Earnings life insurance benefit reduced to a School Board-paid one times Annual Earnings amount. These employees shall be allowed to purchase the additional life insurance premium for the School Board-reduced one-times Annual Earnings benefit amount lost during a special one-time enrollment period to be held during the months of February/March 2012 without evidence of insurability.

Any requests for additional life insurance up to one, two, or three times Annual Earnings, after this special one-time enrollment period, will require evidence of insurability and approval by the life insurance provider.

Life insurance premiums are expressed in Appendix "F."

2. Worker's Compensation. Teachers on worker's compensation leave shall be permitted to supplement such payments with their own accumulated sick leave benefits, up to their regular daily rate of pay. Deductions for use of sick leave will be made according to past practice, unless otherwise agreed. Sick Leave Bank may not be used for worker's compensation absences.

3. Payroll deduction for a Tax Shelter Annuity.

4. Master Plan for Inservice Education.

Subdivision 6 - Teacher Payday:

Semi-Monthly Pay: Salary shall be divided by 24 equal pays issued on the 10th and 25th of the month with these exceptions:

- a. If a pay date falls on a non-work day, teachers shall receive their paychecks on the last workday prior to the payday.
- b. Teachers shall receive one check equivalent to four pays on the 10th of May. Their final paycheck will be paid on the 25th of June.
- c. Teacher's December 25 check will be deposited into employees' bank account on the last workday prior to the holiday for the District Office.
- d. Beginning in 2010-2011, employees will be paid as described in "b" above, or have the option of 24 equal payments over a 12 month period. Selection of pay option will be in the spring of the preceding school year and cannot be changed for that school year.
- e. The first paycheck of the school year will occur on August 25, except in years when the tenth day of work for teachers is after August 25, then the first paycheck will be on the tenth day of work. Thereafter, paychecks would occur on the 10th and 25th of each month to equal 24 pay dates.

Subdivision 7. Payroll Errors: Payroll errors which are not the result of teacher error shall be corrected within five (5) days of notification unless the teacher and the Board mutually agree to extend the correction period.

It is the Board's intent to extend the date for those teachers who have been inadvertently overpaid.

Section 8 - Legal Services Indemnification

It is the policy of the School Board of Manatee County, Florida, that legal services for School Board members, Superintendent of Schools, School Board Attorney, officer, employees, and present or former agents of the School Board who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities be afforded legal services.

The School Board may authorize:

- a. coverage by legal liability insurance; or,
- b. provision of legal services by the School Board Attorney, or special counsel; or,
- c. reimbursement of reasonable expenses of legal services upon successful defense, or
- d. all or a combination of the above (a) through (c).

However, in any case in which the officer or employee pleads guilty or nolo contendere or is found guilty of any such action, the officer or employee shall reimburse the School Board for any legal services supplied pursuant to this section.

The policy of the School Board is that upon affirmative action of the Board, School Board members, Superintendent of Schools, School Board Attorney, officers, employees, and present or former agents may be reimbursed for any judgment which may be granted against him or her in a civil action, and for damages, costs, and attorney's fees.

Defense of the legal actions governed by this policy shall include but not be limited to, any civil rights lawsuit seeking relief personally against such officers, employees, present or former agents, School Board members, Superintendent of Schools, and School Board Attorney, under color of state law, custom, or usage. Any personal final judgment including damages, costs, and attorney's fees may be paid unless it has been determined by the School Board and the final judgment that the harm was caused intentionally.

In the event the School Board provides legal liability insurance, it is the policy of the School Board that:

- a. the provisions of this policy providing for legal services and indemnification, shall also pertain and be available for School Board members, Superintendent of Schools, School Board Attorney, officers, employees, and present or former agents, in the circumstances set forth in (b) immediately following.
- b. legal service and indemnification for any "gap" caused by a deductible provision in any legal liability policy; and legal service and indemnification for all areas of exclusions from coverage set forth in such a policy.

Section 9 - Curriculum Development and Special Projects

The Board may make curriculum development and other special projects identified by the Superintendent available to teachers outside the regular workday at a rate of pay no less than \$15 per hour.

Section 10 - Fingerprinting Costs

Any school district finger printing and/or criminal background check of any currently employed teacher required as a result of changes in Florida or Federal Statutes shall be provided free of cost to the teacher.

Section 11 - Family Status Changes

Family Status Changes means a difference in family circumstances based on those events defined within Section 125 of the Internal Revenue Code. **Changes to pre-tax benefit elections requested outside of the annual enrollment period may only be made under limited circumstances, as provided by established IRS 125 rules.**

A sample of some of the approved list of Family Status Changes are:

- A significant change in my family's health coverage attributable to my spouse's employment.

- Marriage
- Divorce
- Birth or Adoption
- Death of my spouse and or dependent
- Termination or commencement of employment by my spouse
- Switching from part time to full time (or vice-versa) employment on the part of me or my spouse
- A switch between part time to full time (or vice-versa) employment on the part of me or my spouse
- Commencement of, or return from, an unpaid leave of absence on the part of the employee or spouse

ARTICLE XIII

TERMINAL PAY

Section 1 - Terminal Sick Leave Benefit

1. The terminal sick leave benefit shall be provided in a manner consistent with Florida Statutes for all teachers in the bargaining unit.
2. Under the FRS defined benefit plan, normal retirement is defined as the attainment of age 62 with a minimum of six years of service or obtaining a total of 30 years of service in the FRS regardless of age attained.
3. Under the FRS defined contribution plan, for terminal pay purposes, normal retirement is defined as the attainment of age 55 with six years of service or obtaining of 25 years of service in the FRS regardless of age.
4. For terminal pay purposes, early retirement is defined as retirement from the FRS any time earlier than the time specified above, after obtaining six years of service in the FRS.
5. If a retiree who has previously received terminal pay benefits returns to active employment, they are not eligible for additional terminal pay benefits.
6. General provisions: Only those sick days earned during employment with Manatee County School Board shall be used to calculate terminal pay benefits.
 - a. For teachers, the order of use for sick days shall be earliest earned will be used first (First In First Out) except for days earned as of June 30, 2011. The days earned as of June 30, 2011, shall be the last sick days used.
 - b. For teachers, the daily rate for payment of terminal pay for those days earned as of June 30, 2011, shall be the daily rate at the time of the employees' retirement.
 - c. For teachers, the daily rate to be used for terminal pay purpose for those days earned after June 30, 2011, shall be the daily rate as of June 30 for the year the days were earned.

Section 2 - Normal Retirement

1. Benefits Upon Normal Retirement for Sick Leave Days Earned Before July 1, 2011: Employees paid under the teacher salary schedules hired before July 1, 2011, shall be eligible for terminal sick pay benefits at the time of their retirement from Manatee County School Board, if they elect to take normal retirement as defined above. Benefits will be paid in accordance with the following formula for days earned prior to July 1, 2011:

- a. From zero (0) year to the completion of the third (3) year of service in Manatee County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of sick leave accumulated.
- b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied by forty percent (40%) times the number of days of sick leave accumulated.
- c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay multiplied by forty-five percent (45%) times the number of days of sick leave accumulated.
- d. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by fifty percent (50%) times the number of days of sick leave accumulated.
- e. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by sixty percent (60%) times the number of days of sick leave accumulated.

- f. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by seventy-five percent (75%) times the number of days of sick leave accumulated.
- g. Beginning year 26 and thereafter, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of sick leave accumulated.

2. Benefits Upon Normal Retirement for Sick Leave Days Earned on or After July 1, 2011:

Benefits payable under normal retirement for sick days accrued on or after July 1, 2011, for employees paid under the teacher salary schedules shall be paid in accordance with the following formula:

- a. From zero (0) year to the completion of the third year of service in Manatee County, the daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave accumulated.
- b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave accumulated.
- c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay multiplied by thirty percent (30%) times the number of days of sick leave accumulated.
- d. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of sick leave accumulated.
- e. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by forty percent (40%) times the number of days of sick leave accumulated.
- f. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of sick leave accumulated.
- g. Beginning year 26 and thereafter, the daily rate of pay multiplied by fifty percent (50%) times the number of days of sick leave accumulated.

Section 3 – Early Retirement

1. Benefits Upon Early Retirement for Sick Leave Days Earned Before July 1, 2011:

Employees paid under the teacher salary schedules shall be eligible for terminal sick pay benefits at the time of their retirement from Manatee County School Board, if they elect to take early retirement as defined above. Benefits will be paid in accordance with the following formula for days earned prior to July 1, 2011:

- a. From zero (0) year to the completion of the third (3) year of service in Manatee County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of sick leave accumulated.
- b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied by forty percent (40%) times the number of days of sick leave accumulated.
- c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay multiplied by forty-five percent (45%) times the number of days of sick leave accumulated.
- d. Beginning year eleven (11), and thereafter, the daily rate of pay multiplied by fifty percent (50%) times the number of days of sick leave accumulated.

2. Benefits Upon Early Retirement for Sick Leave Days Earned on or After July 1, 2011:

Benefits payable upon early retirement for employees paid under the teacher salary schedules shall be paid in accordance with the following formula for sick leave days accrued by all teachers on or after July 1, 2011:

- a. From zero (0) year to the completion of the third (3) year of service in Manatee County, the daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave accumulated.
- b. Beginning year four (4) to completion of year six (6), the daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave accumulated.
- c. Beginning year seven (7) to completion of year ten (10), the daily rate of pay multiplied by thirty percent (30%) times the number of days of sick leave accumulated.
- d. Beginning year eleven (11), and thereafter, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of sick leave accumulated.

Section 4 – Death Benefit

If service is terminated by death, payment shall be made to the employee's beneficiary in the manner outlined in the provisions for normal retirement regardless of the employee's status.

Section 5 – Requirements and Limitations

Notwithstanding the above prescribed requirements and limitations, no teacher shall receive terminal pay or accumulate sick leave in excess of the limits prescribed in Florida Statutes.

Section 6 - General Provisions

1. Use of Accumulated Leave from Other Florida Retirement System Employers:

Only Manatee County School Board accumulated sick leave shall be used to calculate terminal pay benefits. However, when calculating the number of Manatee County accumulated days remaining upon retirement, the following formula shall be used:

- a. Determine the number of days accrued from another Florida Retirement System employer.
- b. Subtract one-half (1/2) of the sick leave used during the time of employment.
- c. If the total is 0 or less, then all of the ending sick leave days are eligible for Terminal Sick Leave pay.
- d. If the total is greater than 0, subtract this total from the ending sick leave balance to arrive at a revised number of sick leave days that are eligible for Terminal Sick Leave pay.

1. A year of service in Manatee County is defined as 1/2 the number of workdays in a year plus one.
2. Full time Employee: An employee in a regularly established position of 20 hours or more per week.

ARTICLE XIV

GRIEVANCE PROCEDURE

Section 1 - Definitions

In the interpretation and construction of this grievance procedure, the terms hereinafter set forth are defined as follows:

Subdivision 1. Grievance: A grievance shall mean an allegation by a teacher, a group of teachers, or the Association, resulting from a dispute or disagreement as to the interpretation or application of this agreement.

Subdivision 2. Grievant: A teacher or group of teachers in the appropriate unit, and the Association, having an alleged grievance.

Subdivision 3. Days: In any place in this grievance procedure where the grievant is required to take any action within a certain number of days, same shall be construed to mean the work days for the particular grievant. In any place in this grievance procedure where the person charged with the responsibility of making a decision is required to take any action within a certain number of days, same shall be construed to mean the work days for the particular person.

Subdivision 4. Extension of Time Limits: Extension of the time limits in this grievance procedure may be granted due to extenuating circumstances. Extensions shall be granted by mutual agreement in writing by the parties at whatever level of processing the grievance may then reside.

Subdivision 5. Definition of PERC: Hereinafter PERC shall mean Public Employees Relations Commission.

Subdivision 6. Definition of AAA: Hereinafter AAA shall mean American Arbitration Association.

Section 2 - Procedure

The procedure in the handling and processing of grievances by teachers covered by this agreement shall be:

Subdivision 1. Informal Conference: Before a formal grievance presentation is filed the grievant and his/her supervisor shall attempt to resolve the alleged grievance in an informal conference. The grievant shall inform the supervisor that the meeting is for the purpose of attempting to resolve a potential grievance.

Subdivision 2. Formal Grievance Presentation: The formal grievance presentation required in Steps One, Two and Three shall be in writing signed by the grievant on the proper form. If the Association is the grievant, or the grievance is on behalf of a group, a teacher affected shall be

listed on the grievance form along with a description of the group affected if the grievance affects more than one teacher.

The statement of the alleged grievance shall include the date said alleged grievance occurred, or the date upon which the grievant obtained knowledge of the alleged grievance and a statement of the facts and circumstances surrounding the interpretation or application of this agreement. Copies of supporting documents or other demonstrative items of evidence may be attached to said formal grievance presentation, or may be incorporated therein by specific reference thereto.

a. Step One, Formal Grievance Presentation and Decision of Principal: Within thirty (30) days of the time the alleged grievance occurred or within thirty (30) days of the time the grievant obtained knowledge of the alleged grievance, the grievant may submit a formal grievance presentation to his principal. In a matter beyond the principal's control, the grievance may be submitted to the Superintendent, who shall determine the appropriate administrator to be assigned. The administrator shall have ten (10) days from the receipt of said formal grievance presentation within which to render a written decision on the merits of the alleged grievance.

b. Step Two, Decision by the Superintendent: In the event the grievant is not satisfied with the disposition of the alleged grievance at Step One, then and in that event the grievant may within ten (10) days of receipt of the written decision from Step One, submit a formal grievance presentation to the Superintendent. The Superintendent shall have ten (10) days from the date said formal grievance presentation is received by said Superintendent within which to render a written decision on the merits of said alleged grievance. The decision of the Superintendent regarding the merits of the alleged grievance is final, unless the grievant wishes to appeal the alleged grievance to Step Three, Arbitration.

c. Step Three, Binding Arbitration:

1. Procedure: In the event the grievant wishes to appeal the decision of the Superintendent, the grievant and only the grievant, may request that the grievance be submitted to arbitration within ten (10) days of the Step Two decision. Written notice of this action shall be submitted to the Superintendent.

2. Selection of Arbitrator: Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall attempt to agree upon the selection of an arbitrator within five (5) days after the request to arbitrate. If no agreement on an arbitrator is reached after five (5) days the grievant may request AAA to initiate procedures for the selection of an arbitrator, provided such request is made within ten (10) days after request for arbitration. Failure to request an arbitrator from the AAA within the time periods provided herein shall constitute a waiver of the grievance.

3. Submission of Grievance Information:

a. Upon appointment of the arbitrator, the appealing party shall, within five (5) days after notice of appointment, forward to the arbitrator, the submission of the grievance which shall include the following:

- The issue involved,
- Statement of the facts,
- Position of the grievant,
- The written documents relating to the grievance,

b. The School Board shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

4. Hearing: The grievance shall be heard by a single arbitrator. The grievant shall be present and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

5. Decision: The written decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator shall be final and binding upon the parties.

6. Expenses: Each party shall bear its own expenses in connection with arbitration, including expenses relating to the parties' representatives, witnesses, and any other expenses which the party causes to be incurred in connection with presenting its case in arbitration. The cost of substitute teachers for personnel called as witnesses shall be paid by the calling party. The parties shall only share equally, fees and expenses of the arbitrator.

7. Restriction on Arbitrator: The arbitrator shall not have the power to add to, subtract from, modify, or alter these terms of this agreement.

Section 3 - Alleged Grievances by a Group

In the event the facts and circumstances constituting the alleged grievance are substantially the same for two or more grievants, at more than one work location, then and in that event the two or more grievants having substantially the same alleged grievance may at their election, submit a single formal grievance presentation signed by each of said grievants. The alleged grievance by a group asserted in and by said single formal grievance presentation shall then be handled and processed in the same manner as provided in this grievance procedure for other formal grievance presentations beginning at Step Two.

In the event there are two or more grievant(s) in the same school or work location with substantially the same grievance, the grievance shall be filed at Step One.

Section 4 - Related Provisions

Subdivision 1. Representation: Teachers shall have the right of Association representation at each step of the grievance procedure and shall be required to be present at Step 2. Nothing in this part shall be construed to prevent any teacher from presenting, at any time, his own grievance, in person or by legal counsel, and having such grievances adjusted without the intervention of the

Association, if the adjustment is not inconsistent with the terms of this Agreement and if the Association had been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

A grievant may discuss, but not be required to discuss, their grievance without their chosen representative being present. A grievant shall not be represented by any person who might be required to take action, or against whom action might be taken, in order to adjust the grievance, or by a representative of any other employee organization.

Subdivision 2. Time Limitations: In the event a grievant does not institute Step One of the grievance procedure within thirty (30) days of the time the grievant obtained knowledge of the alleged grievance, or within thirty (30) days of the time the grievant should have obtained knowledge of the alleged grievance, then and in that event the grievant shall be deemed to have waived the alleged grievance. In the event the grievant does not institute the procedure set forth in Steps Two, and Three, within the time herein above prescribed for each particular Step, then and in that event the grievant shall be deemed to have waived the right of said grievant to proceed with the grievance procedure and shall be deemed to have accepted the written decision rendered at the previously completed Step. If a written decision is not rendered at Steps One or Two with the time herein above prescribed in each particular Step, the grievant may proceed to the next Step of the grievance procedure. The time limitations set forth in this grievance procedure may be waived or extended according to Section 1, Subdivision 4 of this Article.

Subdivision 3. Decision Making: In arriving at a decision in Steps One, Two, and Three the person charged with the responsibility of making the decision shall examine the formal grievance presentations, together with any supporting documents attached thereto. Said persons shall confer with the grievant and may take statements from, questions, or confer with any other employee or person who may have actual knowledge of facts material to making a decision.

Subdivision 4: Fair Dealing: The School Board, its members, officers, agents and employees shall not in any manner intimidate, harass, or make reprisals against a grievant who has asserted an alleged grievance merely because said grievant has exercised the right of following the grievance procedure set forth herein. The formal grievance presentation, the written decision rendered in connection therewith and all other appropriate documents in connection with any alleged grievance shall be kept by the School Board as a separate file and no part or portion thereof shall be included or noted in the personnel file of any particular grievant.

Subdivision 5: Resolution

Notwithstanding the expiration of this agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

ARTICLE XV

REDUCTION IN FORCE

Section 1 - General

The School Board shall have the sole authority to determine when a reduction in force (RIF) is necessary and which programs or positions shall be eliminated.

1. The Superintendent or his designee shall determine which schools will lose units as a result of the Board decision.
2. The Superintendent or his designee shall annually prepare and post a list in each school which (a) list the teachers, administrators, supervisors and professional employees, in the order of their length of continuous service in the bargaining unit, including approved leaves, (see exception #6), (b) gives each teacher's certification areas and (c) assigns a seniority number to each teacher, administrator, supervisor and professional employee, which shall be used according to this plan. A copy of this list shall be provided the union. A seniority number shall be determined by the first day of work.
3. Where two or more teachers have the same length of continuous service, including approved leaves, a lottery system will be used to assign seniority numbers. A union representative shall be present at any lottery.
4. Any teacher who would have qualified for retirement during the reduction year and is 61 years old or has 29 years of service, shall be permitted to teach that year to acquire needed service. A teacher who would qualify under this language must place, on file with the School Board, an intent to retire letter. It is understood by both parties that, for the purposes of this ARTICLE, this would be binding document except by special action of the School Board.
5. Administrative, Supervisory and professional personnel who are not in the appropriate bargaining unit who are displaced from their current position, shall be reassigned into the bargaining unit. Seniority or length of service as referred to throughout this Article for these teachers shall mean length of service including approved leaves in the school district.
6. Area of current major teaching assignment shall mean the teaching assignment a teacher has a majority of the time. Where no majority exists, the principal shall identify the major teaching assignment from the two or more assignments a teacher has based on school needs as determined by the principal. Areas of current major teaching assignment are the teacher's current major teaching assignment at the time the School Board authorizes a RIF. Examples of teaching assignment areas are such as but not limited to: Kindergarten, Elementary Education, Art, P.E., Music, English, Social Studies, appropriate Exceptional Student Education certification, Math, Gifted, Media, Science, and Guidance.
7. Certificated or Area of Certification shall mean a teacher's area of Florida Teacher Certification as described on his/her teacher's certificate currently on file in Human Resources at the time the School Board authorizes a RIF.

Section 2 - Procedure

1. The teacher(s) who has (have) the least seniority in his/her major teaching assignment in the unit(s) or program(s) which has (have) been reduced, shall be removed from their assignment area and placed in a pool. If this is not the unit which the administration has identified for reduction, the involuntary transfer provision of this agreement shall be used for transfer purposes. Seniority for this purpose shall be determined by the length of continuous service including approved leaves, in this bargaining unit, except as provided in paragraph 6 above.
2. Those teachers placed in the pool shall bump the least senior teacher within the school system who has his/her current major teaching assignment in any area of the pooled teacher's certification. The "bumped" teacher shall be laid-off. A teacher may not bump outside the bargaining unit. Seniority shall be length of continuous service in the bargaining unit, including approved leave, with the exception of teachers covered by Section 1, paragraph 6.
3. Any teacher who is RIFFED shall no longer be entitled to salary or fringe benefits unless specifically defined in this Article and their contract will be severed except for rights contained in the provisions in the Recall Section of this Article and Article XIII.
4. When the Superintendent determines that it is necessary to recommend a reduction in force to the School Board, the Superintendent or his designee shall notify the union. The union shall be provided a list of employees who will probably be reduced as soon as it is compiled.
5. Within a reasonable time after the teachers to be reduced have been identified and the reduction in force has been approved by the Board, the Superintendent or his designee shall notify all teachers, in writing, who are to be laid off. The administration shall provide the union with a copy of all Reduction In Force notifications.

Section 3 - Recall

1. Annual contract teachers shall not have recall rights. Recall rights only apply to continuing contract teachers and PSC teachers.
2. As vacancies become available, the laid-off teacher with the greatest length of service, including approved leaves, in the bargaining unit, who has the area of certification needed for the major teaching assignment of the vacancy, shall be offered the position first. (Also, see Section 1, paragraph 6, for variation)
3. As long as vacancies exist for which there are certified teachers for the major teaching assignment required by the position, no new teachers shall be hired for the vacancy during the recall period.

Recall rights for continuing contract and professional services contract teachers shall expire after 15 months following Board action authorizing the RIF.

4. It shall be the responsibility of the laid-off teacher to be certain that the personnel office has a correct, current address during lay-off and to be available for mail notification. Failure to do so may result in forfeiture of lay-off rights. A laid-off teacher who is offered recall must or not he/she accepts the recall. Failure of the laid-off teacher to respond shall terminate the teacher's right to recall. If a laid-off teacher declines a position, he/she shall forfeit any rights to any further recall.
5. No credit on the salary schedule shall accrue during lay-off periods.
6. A laid-off teacher shall have the right to continue life and health insurance benefits at no cost to the Board for a period not to exceed the recall period or until the teacher obtains employment elsewhere, whichever occurs first.
7. No teacher shall have recall rights to a supplemented position.
8. Upon returning to work, a recalled teacher will resume fringe benefits that had accrued prior to the lay-off. These include: sick leave and Sick Leave Bank, except that a teacher shall contribute any days due the bank at the time of recall. If a teacher has no days to contribute, he/she shall no longer be in the bank, until such time as he/she has days to contribute.

Section 4 - Unusual Circumstance

If the Superintendent is presented with an unusual circumstance, he may, in the best interest of the School District's instructional program, use the following procedure for securing an exception to this Article during the term of the agreement.

If an agreement cannot be reached between the parties to modify or waive the provisions of this Article, the parties shall participate in mediation with a mutually agreeable mediator. If the parties cannot agree on a mediator, a mediator will be selected by alternate striking from a PERC supplied list.

If the parties are unable to reach agreement through mediation, the person selected for mediation shall assume the role of advisory arbitrator and shall determine whether the waiver or modification desired by the Superintendent is in the best interest of the school district. If the arbitrator determines it is in the best interest of the school district, he or she shall recommend the waiver or modification desired by the Superintendent, to the School Board.

Section 5 - Summer School

1. Should it become necessary to reduce units in summer school, the Superintendent or his designee shall determine the programs or positions to be eliminated.
2. Teachers hired after the beginning of summer school shall be considered temporary and may be reduced as needed, according to program needs. Factors to be considered when identifying temporary teachers to be reduced will be grade level, subject assignment and

seniority.

3. If it is necessary to reduce teachers who have been hired prior to the start of summer school, the reduction shall be by seniority within area of certification in which the teacher has taught in the previous school year. A teacher may be given special exemption from reduction by the Superintendent on rare occasion if the summer school program requires special skills or training of a particular teacher not included on Florida certification requirements.
4. Volunteers shall be requested prior to any reduction in force.
5. All other factors being equal, the last hired for summer school will be the first to be released.

ARTICLE XVI

SICK LEAVE BANK

Section 1 - Membership

A teacher or paraprofessional with at least six (6) days of accrued sick leave as of the date of application may enroll in the Sick Leave Bank by voluntarily authorizing contribution of a newly earned sick leave day to the bank during a two week period between August 16th and October 16th of any school year. A sick leave day donated to the bank by a member will not be returned to the employee except as authorized hereinafter.

Section 2 - Establishment and Duration

The Sick Leave Bank will not come into existence until at least three hundred (300) days are deposited and shall remain in existence until terminated through the collective bargaining procedure.

Section 3 - Replenish Contribution

After the bank is established, all participating members shall contribute one (1) additional newly accrued day each time the bank reaches a balance of 25% of the number of participants. When it becomes necessary to replenish the bank, contributions shall be equally required of all members participating.

Section 4 - Bank Utilization

In the event of catastrophic illness or injury, (as defined by the sick leave bank committee), of a participating member necessitating the employee's absence from work over an extended period of time, a participating member who meets the definition of having a catastrophic illness or injury may receive paid leave under the following conditions:

1. Any sick leave drawn from the bank by a participating member must be used for said member's personal illness, accident or injury.
2. Any member wishing to draw from the Sick Leave Bank must have been absent for more than thirty (30) consecutive work days, ten (10) of which shall have been without pay, in order to qualify. Once the member has qualified, the member shall be paid retroactively for the ten (10) days without pay.
3. A member must have exhausted all sick leave to become eligible for Sick Leave Bank benefits.
4. A member may not receive benefits for any illness or injury arising prior to January 1st following the member's enrollment in the Sick Leave Bank.
5. Application for use of the Sick Leave Bank must be made five (5) calendar days in advance of anticipated need. Such application shall include:

- a. A doctor's statement certifying the illness and the necessity for the protracted leave.
 - b. Certification by the member of the date on which all sick leave will be exhausted and the date on which the Sick Leave Bank is to be used.
 - c. If surgery is involved, the doctor must certify that the surgery may not be scheduled during non-working periods because to do so would be detrimental to the health of the sick leave applicant.
6. A member may draw a maximum of one hundred (100) days for any one illness or injury.
7. A member of the Sick Leave Bank shall not be eligible to use sick leave from the bank if the member is on injury or Illness-In-Line-of-Duty leave, worker's compensation or other approved leaves.
8. The Sick Leave Bank may not be used for elective surgery which can be planned to occur during non-working times. The question of elective or necessary surgery shall be determined by the physician in charge of the case. Two doctors concurring diagnoses may be required.
9. Two doctors' diagnoses stating that because of the psychological disorder, the member is unable to perform required duties, may be required for any psychological disorder which does not require hospitalization before a member may use Sick Leave Bank.
10. The Sick Leave Bank committee and/or the Superintendent may require additional medical information or a second medical opinion of a bank applicant. This requirement for additional information must be made prior to the decision of the Sick Leave Bank committee on the applicant's request or prior to extension of the leave by the Sick Leave Bank Committee, whichever is applicable.
11. Any necessary medical opinions are at the expense of the applicant.
12. When determining the maximum number of allowable days per illness or injury, the Sick Leave Bank Committee shall use the Medical Target Data Guide from International Rehabilitation Associates, Inc., as a guide. The parties recognize that many illnesses and injuries listed in the Guide may have a recovery period shorter than indicated in the Guide, and in no event shall the Committee approve more days than is certified as necessary by the member's physician, even if this number of days fall below the minimum indicated in the Guide. The Committee shall approve no more than the maximum number of days of disability indicated in the Guide for any illness or injury unless the member's physician certifies that a specific complication has necessitated a longer disability. Upon such certification, the Committee may grant additional Sick Leave Bank days. The maximum allowable days shall include the days used by the member from his/her own accumulated sick leave.

Section 5 - Approval of Requests for Utilization

The Manatee Education Association shall appoint five teacher (5) member representatives and one (1) paraprofessional representative to a committee whose purpose is to determine the validity of claims against the bank.

Section 6 - Participation Abuse

If a member is found to have abused the use of the Sick Leave Bank, the member shall repay all of the sick leave credit drawn from the bank and be subject to such other disciplinary action as determined by the School Board through appropriate established procedures.

Section 7 - Withdrawal of Participation

A participating member who chooses to withdraw from participation in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed. Withdrawal will be effective one (1) pay period after the employee initiates his/her intent to withdraw to the Payroll Department.

Section 8 - Paraprofessional Employees

The paraprofessional employees shall be permitted membership into the Teacher Sick Leave Bank and shall follow the established rules and regulations.

ARTICLE XVII

DURATION AND RATIFICATION

Section 1 - Term of Agreement

This agreement shall remain in full force and effect for a period commencing July 1, 2013 through June 30, 2016.

Section 2 - Full and Complete Agreement

This agreement constitutes the full and complete agreement between the School Board and the Manatee Education Association.

Section 3 - Severability

The provisions of this agreement shall be severable, and if any provision thereof or the application of any such provision is held invalid by a court of competent jurisdiction or as a result of State or Federal legislation, it shall not affect any other provision of this agreement or the application of any provision thereof.

Section 4 – Re-openers

Negotiations on the following re-openers shall begin on or before June 1 of each year unless otherwise agreed by the MEA and the School Board.

Re-openers shall be:

ARTICLE XII – COMPENSATION AND HEALTH INSURANCE

And each party may re-open two sections of the agreement each year.

The Board and the Association agree to establish a joint committee of members selected equally by the Superintendent and the Association President to study the changes that may be required in the current salary schedule and to discuss models for the Performance Schedule as required by F.S. 1012.22 and F.S. 1012.34 in the event of the required implementation of the statute for 2014-15. The Committee will monitor the status of this legislation and bring back recommendations no later than April 1, 2014

The parties may mutually agree to re-open any provision of the contract at any time.

ARTICLE XVIII
WORK YEAR - PAID HOLIDAYS

Section 1 - Work Year

Beginning 2005-2006

The standard work year for employees shall consist of 196 days. In addition to the six (6) paid holidays as described below, the standard work year shall consist of 4 preschool days of which two (2) will be reserved for employees to work in their classroom or work site. These 2 days shall be non-student contact workdays. No meetings of any kind may take place on these days. There shall also be 4 additional in-service days, 3 record days, 1 post-school day, and 180 student days.

Section 2 - Holidays

The School Board shall provide six (6) paid holidays, one of which shall be either Florida Heritage Day or President's Day, as part of the 196 days. The calendar adoption process shall determine whether the paid holiday is President's Day or Florida Heritage Day.

Section 3 - Pay for Holidays

Any employee who is on the payroll or compensable leave on the workday preceding or following a paid holiday shall be paid for the paid holiday which falls next to the paid leave or compensable workday. Any employee whose last workday before termination, resignation or retirement falls on the last workday before a holiday shall not be entitled to holiday pay. Any employee whose first day of employment begins on the first workday following a holiday shall not be entitled to holiday pay for any holiday preceding the first workday.

The execution of this Ratification Agreement by the respective parties evidences that this Ratification Agreement and the terms and conditions hereof have been ratified pursuant to section 447.309, Florida Statutes (2011) by the employees who are members of the particular bargaining unit and by the School Board at a meeting held on 26 of August 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Ratification Agreement to be executed this 18 day of October 2013.

Bargaining Agent
Manatee Education Association

By: Patricia Barber
Patricia Barber
President

Public Employer
School Board of Manatee County

By: Rick W. Mills
Rick W. Mills
Superintendent

By: Bill Vogel
Bill Vogel
Chief Negotiator

APPENDIX “A”
INSTRUCTIONAL SALARY SCHEDULES

Placement on the Teacher's Salary Schedule is determined by public school teaching experience. A teacher will be given credit for all public school teaching experience, provided the experience was earned in the United States and provided the teacher was properly certified at the time the experience was earned. A new salary schedule will be in effect as of the beginning of the fiscal year for 2009-2010. The salary schedule will include two lanes, one for annual contract and one for PSC (Professional Services Contract) for each degree level. All employees whose start date is after July 1, 2009, will be placed on the appropriate step on the AC salary schedule.

One year advancement on the salary schedule shall be based upon 99 or more days employment, including paid holidays, within the school district during a school year. The method of advancement to succeeding levels after the 2010-2011 school year shall be determined through negotiation. There is no presumption of status quo with respect to advancement to a different level on the salary schedule. Note that no step advancement was awarded during the 2011-2012 contract year.

Vocational Teachers initially employed by the District after February 15, 2002 who are locally certified shall be granted full credit on the salary schedule for all previous work experience that is related to the assignment and/or area of certification of the employee. Such experience must be properly documented and submitted to the district for verification.

Teachers in the Deferred Retirement Option Program (DROP) who are approved for participation in the extended DROP program by the Superintendent of Schools shall be continued in the DROP program on an annual contract basis. The annual contract basis for renewal shall refer to the contractual status only and shall not affect the salary schedule placement of the teacher.

10 Month Employee Salary Schedule

Bachelor's Degree -- 10 Month				Master's Degree -- 10 Month			
	AC	PSC/CC	AC/PSC		AC	PSC/CC	AC/PSC
	Effective	Effective	Effective		Effective	Effective	Effective
	2/16/2012	2/16/2012	7/1/2013		2/16/2012	2/16/2012	7/1/2013
0	37,843	37,843	37,843	0	39,555	38,863	38,863
1	38,226	38,226	38,226	1	39,955	39,256	39,256
2	38,470	38,470	38,470	2	40,252	39,548	39,548
3	38,664	38,664	38,664	3	40,492	39,783	39,783
4	38,859	38,859	38,859	4	41,064	40,345	40,345
5	39,053	39,053	39,053	5	41,334	40,815	41,815
6	39,248	39,248	39,248	6	41,604	42,496	42,496
7	39,442	39,442	39,442	7	41,874	42,789	42,789
8	39,637	39,637	39,637	8	42,144	42,999	42,999
9	39,839	40,850	40,850	9	42,414	44,872	44,872
10	40,039	41,553	41,553	10	42,684	45,623	45,623
11	40,238	42,206	42,206	11	42,954	46,376	46,376
12	40,438	44,123	44,123	12	43,224	48,340	48,340
13	40,637	44,841	44,841	13	43,494	49,097	49,097
14	40,837	45,562	45,562	14	43,764	49,861	49,861
15	41,036	46,279	46,279	15	44,034	50,613	50,613
16	41,236	47,155	47,155	16	44,304	51,517	51,517
17	41,435	49,714	49,714	17	44,574	54,096	54,096
18	41,634	50,416	50,416	18	44,844	54,847	54,847
19	41,834	51,017	51,017	19	45,114	55,547	55,547
20	42,033	51,540	51,540	20	45,384	56,167	56,167
21	42,233	52,144	52,144	21	45,654	56,789	56,789
22	42,432	52,756	52,756	22	45,924	57,431	57,431
23	42,632	53,377	53,377	23	46,194	58,101	58,101
24	42,831	54,007	54,007	24	46,464	58,779	58,779
25	43,031	54,646	54,646	25	46,734	59,467	59,467
26	43,230	60,375	60,375	26	47,000	65,533	65,533

10 Month Employee Salary Schedule

Specialist Degree -- 10 Month			
	AC	PSC/CC	AC/PSC
	Effective	Effective	Effective
	2/16/2012	2/16/2012	7/1/2013
0	41,966	41,232	41,232
1	42,390	41,648	41,648
2	42,687	41,940	41,940
3	42,926	42,175	42,982
4	43,588	42,825	43,398
5	43,889	44,462	44,462
6	44,190	45,184	45,184
7	44,491	45,566	45,566
8	44,792	45,810	46,212
9	45,093	47,845	47,845
10	45,394	48,758	48,758
11	45,695	49,574	49,574
12	45,996	51,789	51,789
13	46,297	52,671	52,671
14	46,598	53,548	53,548
15	46,899	54,428	54,428
16	47,200	55,311	55,311
17	47,501	57,890	57,890
18	47,802	58,689	58,689
19	48,103	59,339	59,339
20	48,404	60,007	60,007
21	48,705	60,660	60,660
22	49,006	61,321	61,321
23	49,307	61,992	61,992
24	49,608	62,669	62,669
25	49,909	63,341	63,341
26	50,200	70,298	70,298

Doctorate Degree -- 10 Month			
	AC	PSC/CC	AC/PSC
	Effective	Effective	Effective
	2/16/2012	2/16/2012	7/1/2011
0	44,376	43,599	43,599
1	44,824	44,040	44,040
2	45,121	44,331	44,331
3	45,361	44,567	45,349
4	46,021	45,216	45,790
5	46,334	46,855	46,855
6	46,646	47,583	47,583
7	46,959	47,956	47,956
8	47,272	48,233	48,605
9	47,584	50,313	50,313
10	47,897	51,124	51,124
11	48,210	51,936	51,936
12	48,522	54,156	54,153
13	48,835	55,036	55,036
14	49,148	55,915	55,915
15	49,461	56,797	56,797
16	49,773	57,678	57,678
17	50,086	60,257	60,257
18	50,399	61,152	61,152
19	50,711	61,851	61,851
20	51,024	62,473	62,473
21	51,337	63,125	63,125
22	51,649	63,760	63,760
23	51,962	64,393	64,393
24	52,275	65,228	65,228
25	52,587	66,125	66,125
26	52,900	73,783	73,786

11 Month Employee Salary Schedule

Bachelor's Degree -- 11 Month				Master's Degree -- 11 Month			
	AC	PSC/CC	AC/PSC		AC	PSC/CC	AC/PSC
	Effective	Effective	Effective		Effective	Effective	Effective
	2/16/2012	2/16/2012	7/1/2013		2/16/2012	2/16/2012	7/1/2013
0	41,628	41,628	41,699	0	42,750	42,750	42,833
1	42,049	42,049	42,120	1	43,182	43,182	43,254
2	42,317	42,317	42,395	2	43,502	43,502	43,578
3	42,530	42,530	43,627	3	43,762	43,762	44,761
4	42,745	42,745	44,048	4	44,380	44,380	45,198
5	42,959	42,959	44,323	5	44,671	45,997	46,089
6	43,173	43,173	44,534	6	44,963	46,745	46,834
7	43,387	43,387	44,761	7	45,255	47,068	47,158
8	43,600	43,600	44,971	8	45,547	47,300	48,017
9	43,823	44,936	45,182	9	45,839	49,359	49,459
10	44,043	45,708	45,797	10	46,130	50,186	50,285
11	44,263	46,427	46,510	11	46,422	51,013	51,111
12	44,482	48,536	48,632	12	46,714	53,174	53,266
13	44,701	49,325	49,410	13	47,006	54,007	54,108
14	44,920	50,118	50,204	14	47,298	54,847	54,950
15	45,140	50,906	50,998	15	47,589	55,675	55,777
16	45,359	51,871	51,970	16	47,881	56,670	56,781
17	45,578	54,685	54,788	17	48,173	59,506	59,616
18	45,798	55,457	55,566	18	48,465	60,331	60,442
19	46,017	56,119	56,230	19	48,757	61,102	61,220
20	46,236	56,694	56,797	20	49,048	61,784	61,990
21	46,457	57,358	57,494	21	49,340	62,468	62,581
22	46,676	58,032	58,158	22	49,632	63,174	63,293
23	46,895	58,715	58,822	23	49,924	63,912	64,022
24	47,114	59,408	59,519	24	50,216	64,657	64,784
25	47,334	60,110	60,215	25	50,507	65,414	65,529
26	47,553	66,412	66,533	26	50,795	72,086	72,220

11 Month Employee Salary Schedule

Specialist Degree -- 11 Month				Doctorate Degree -- 11 Month			
	AC	PSC/CC	AC/PSC		AC	PSC/CC	AC/PSC
	Effective	Effective	Effective		Effective	Effective	Effective
	2/16/12	2/16/2012	7/1/2013		2/16/2012	2/16/2012	7/1/2013
0	45,355	45,355	45,441	0	47,959	47,959	48,409
1	45,813	45,813	45,895	1	48,443	48,443	48,535
2	46,134	46,134	46,219	2	48,764	48,764	48,859
3	46,393	46,393	47,369	3	49,024	49,024	49,977
4	47,108	47,108	47,822	4	49,737	49,737	50,463
5	47,433	48,908	49,005	5	50,075	51,541	51,629
6	47,758	49,703	49,799	6	50,413	52,342	52,439
7	48,084	50,123	50,220	7	50,751	52,751	52,844
8	48,409	50,391	50,933	8	51,089	53,056	53,557
9	48,734	52,630	52,731	9	51,427	55,344	55,453
10	49,059	53,634	53,735	10	51,765	56,237	56,344
11	49,385	54,532	54,626	11	52,103	57,129	57,235
12	49,711	56,967	57,073	12	52,441	59,569	59,681
13	50,036	57,938	58,045	13	52,779	60,540	60,653
14	50,361	58,903	59,017	14	53,117	61,506	61,625
15	50,686	59,871	59,989	15	53,455	62,477	62,597
16	51,011	60,842	60,961	16	53,793	63,446	63,569
17	51,337	63,679	63,796	17	54,130	66,282	66,404
18	51,662	64,557	64,670	18	54,468	67,267	67,392
19	51,987	65,273	65,399	19	54,806	68,036	68,170
20	52,312	66,008	66,128	20	55,144	68,721	68,850
21	52,638	66,726	66,857	21	55,482	69,437	69,563
22	52,964	67,453	67,570	22	55,820	70,137	70,259
23	53,289	68,191	68,315	23	56,158	70,832	70,956
24	53,614	68,936	69,061	24	56,496	71,751	71,879
25	53,939	69,675	69,806	25	56,834	72,737	72,868
26	54,254	77,328	77,468	26	57,172	81,164	81,308

APPENDIX “B”
Differentiated Pay Salary Schedule

2013-2014 Salary Supplement Schedule for Other School Personnel

1. Athletic Directors shall be assigned full teaching and/or administrative duties with general direction over athletic activities.
2. Personnel who coach combined boys and girls teams shall receive only one basic supplement for that sport.
3. With the exception of coaching supplements specifically designated for middle school sports, all coaching supplements are for high school sports only.
4. Supplemented coaches of the varsity sports listed below shall be paid \$20 per day for each day of practice or competition required for play-off games sanctioned by FHSA, which are beyond district level competition. Such payments shall not exceed \$100 per week.
5. Only those varsity coaches who are supplemented to coach the following varsity sports shall be eligible for the playoff payment: football, volleyball, basketball, baseball, softball and soccer.

ATHLETIC DIRECTOR	\$4,983
ATHLETIC DIRECTOR, Middle School	\$1,000
ATHLETIC TRAINER	\$7,306
BASEBALL, Head Varsity	\$3,499
BASEBALL, First Assistant	\$2,918
BASEBALL, Second Assistant	\$2,041
BASKETBALL, Head Varsity	\$3,829
BASKETBALL, Jr. Varsity	\$2,918
BASKETBALL, Freshman	\$2,041
BASKETBALL, Middle School	\$750
CROSS COUNTRY (Boys or Girls)	\$2,604
CROSS COUNTRY, Middle School	\$400
CROSS COUNTRY (Combined Team)	\$2,757
FOOTBALL, Head Varsity	\$4,500
FOOTBALL, 1st Assistant Varsity	\$3,601
FOOTBALL, Assistant Varsity	\$3,001
FOOTBALL, Head Jr. Varsity	\$3,001
FOOTBALL, Assistant Jr. Varsity	\$2,403
FOOTBALL, Head Freshman	\$2,403
FOOTBALL, Assistant Freshman	\$2,099
GOLF	\$2,625

2013-2014 Salary Supplement Schedule for Other School Personnel

INTRAMURALS, Middle School	\$2,918
POWERLIFTING (Weightlifting)	\$2,757
RYTHMIC GYMNASTICS/DANCE	\$3,001
SOCCER Varsity	\$3,310
SOCCER, Jr. Varsity	\$2,701
SOCCER, Middle School	\$750
SOFTBALL	\$3,499
SOFTBALL, First Assistant	\$2,918
SOFTBALL, 2nd Assistant	\$2,041
SWIMMING, Head	\$2,701
SWIMMING, Assistant	\$2,099
TENNIS	\$2,625
TRACK, Varsity	\$3,310
TRACK, Assistant Varsity	\$2,701
VOLLEYBALL, Varsity	\$2,757
VOLLEYBALL, Jr. Varsity (15 or more matches)	\$2,041
VOLLEYBALL Middle School	\$750
WRESTLING, Varsity	\$3,217
WRESTLING, Jr. Varsity	\$2,625

B. MUSIC - HIGH SCHOOL ONLY

INSTRUMENTAL - Band, Concert	\$1,458
INSTRUMENTAL - Band, Marching	\$3,208
INSTRUMENTAL - Band, Assistant Marching	\$1165
INSTRUMENTAL - Band, Stage	\$1,458
ENSEMBLES	\$582
ORCHESTRA, Chamber	\$1,458
ORCHESTRA, String	\$1,458
ORCHESTRA, Symphonic	\$1,458

VOCAL MUSIC

CHOIR, Concert	\$1,458
CHOIR, Madrigal	\$1,458
CHORUS, Male	\$1,458
DIRECTOR, Musical	\$1,458
DIRECTOR, Assistant Musical	\$877
ENSEMBLES, Vocal	\$582
GLEE CLUB, Girls	\$1,458
OPERA WORKSHOP	\$1165

2013-2014 Salary Schedule for Other School Personnel

C. MIDDLE SCHOOL MUSIC \$877

D. GUIDANCE COUNSELORS

With or without full teaching duties, plus responsibility for vocational and academic guidance counseling, testing, and/or administrative duties in elementary, middle or high schools as assigned by the principal.

10-Month - 196 Duty Days \$2,918

11-Month - 216 Duty Days \$3,209

E. VOCATIONAL AGRICULTURE

HIGH SCHOOLS

10-Month - 196 Duty Days \$3,116

11-Month - 216 Duty Days \$3,426

MIDDLE SCHOOLS

10-Month - 196 Duty Days \$1,558

11-Month - 216 Duty Days \$1,713

With full-time teaching in either middle or high school or both, and the sponsorship of an FFA chapter which meets all state standards regarding home visitation, etc. supplement.

F. DRAMA COACHES \$2,918

G. DEPARTMENT CHAIRPERSONS OR TEAM LEADERS

DEPARTMENT CHAIRPERSONS - 10 Month \$1,990

DEPARTMENT CHAIRPERSONS - 11 Month \$2,190

ESE SECONDARY CHAIRPERSON \$3,446

TEAM LEADERS - 10 MONTH \$1,165

TEAM LEADERS - 11 MONTH \$1,282

****SECONDARY** - the chairperson of a department which has **five or more full-time** instructors will be entitled to supplemental pay.

MIDDLE SCHOOL ESE department chairperson's supplements shall be granted where there are at least **five full-time** or the equivalent ESE instructors.

2013-2014 Salary Schedule for Other School Personnel

The assignment of such a department chairperson and the responsibilities involved will be decided in conference with the Assistant Superintendent for Curriculum and Instruction, the Directors of Elementary, Middle or High Schools and the Principal of the school.

H. PEER TEACHERS **\$1,242**

Elementary and middle school teachers may request a substitute teacher one day per quarter if the teacher is able to demonstrate to the principal the need for such. Supplement responsibilities shall include a five hour in-service outside the regular work day.

I. MIDDLE SCHOOL YEARBOOK **\$1,687** **MIDDLE SCHOOL NEWSPAPER** **\$1,687**

J. AMIGO CENTER COORDINATOR **\$2,918**

K. REMOTE SCHOOL SUPPLEMENT **\$1,545**

Full-time teachers employed at Myakka School who live more than 15 miles from the school will receive a supplement for the year. Itinerant teachers shall receive .20 of this supplement for the year for each day of the week they are assigned to Myakka School. The supplement will be prorated if a teacher is assigned to Myakka less than a full year.

L. MTI Teachers on Extended Contracts: See Article V, Section 24.

M. Horizons Academy Teachers on Extended Contracts

Full time teachers employed at Horizons Academy for the 2007-2008 school year will have an extended contract of 200 days.

N. SUPERVISORY ACTIVITIES (High School Only)

ACADEMIC COMPETITION SPONSOR	\$1,688
DIRECTOR OF ACTIVITIES	\$2,147
DOMESTIC EXCHANGE SPONSOR	\$1,165
DRILL TEAM SPONSOR	\$3,001
FORENSICS	\$1,687

JUNIOR CLASS SPONSORS (One per high school)	\$1,460
SENIOR CLASS SPONSOR (One per high school)	\$1,839
STUDENT GOVERNMENT SPONSOR	\$2,147
VARSITY CHEERLEADER SPONSOR	\$4,374

ASSISTANT CHEERLEADER SPONSOR	\$3,001
YEARBOOK SPONSOR	\$2,147
SCHOOL NEWSPAPER SPONSOR	\$2,147
O. PROFESSIONAL PEER S.A.M.P. SALARY (Psychologists and Social Workers)	\$1,242
P. SUPERVISOR OF DUETTE	\$1,165
Q. JROTC	\$3,208
R. TESTING COORDINATOR	\$1,194
S. MEDIA SPECIALIST	\$1,991
T. CHILD STUDY TEAM COORDINATOR	\$1,991
U. EQUIPMENT MANAGER	\$2,982
V. CRITICAL SHORTAGE AREAS:	

The superintendent, after conferring with the MEA president, will designate critical shortage areas at Title 1 middle or high schools in the certification areas as defined in Florida Statute 1012.07. Such a designation will allow the district to pay a one-time hiring supplement in the amount of \$3,000.00 to be paid from available Title 1 funds.

APPENDIX “C”

Donated Sick Leave Authorization

I authorize the donation of _____ days of sick leave to

(name of person)

(position)

who is related to me as a () spouse, () parent, () child,
() sibling. (check one)

I understand this form will authorize deduction of the stated days from my sick leave and the donation of these days to the person named on this form.

(Date)

(Signature and position of person authorizing donation of leave.)

Appendix “D”

Memoranda of Understanding

MEMORANDUM OF AGREEMENT

In order to comply with the requirements of the Florida Department of Education Requirements for establishment of Summer Reading Camps and Voluntary Pre-Kindergarten, the Manatee County School Board and the Manatee County Education Association agree to the following modifications of the Contract between the parties. The modifications are only for the Summer Reading Camps and Voluntary Pre-Kindergarten offered during 2011.

Elementary School Summer Reading Camp

Teacher Duty Days	June 20, 2011 – July 22, 2011 **NO SCHOOL July 4th	6 hours and 15 minutes per day
Planning Day	June 20, 2011	4 hours
Training Day	June 20, 2011	4 hours
Final Duty Day	July 22, 2011	8 hours
Daily Schedule	8:00 am - 2:15 pm	

- Planning: 45 minutes per day
- Break: One (1) 15 - minute break per day

Middle School Summer Offerings

These offerings will be through Bridgewater software

Teacher Duty Days	June 13, 2011 – July 29, 2011 **NO SCHOOL July 4th	4 hours per day
Planning Day	June 13, 2011	4 hours
Final Duty Day	July 29, 2011	4 hours
Daily Schedule	8:00am – 12:00 Noon	4 hours

- Break: One (1) 15 - minute break per day

Voluntary Pre-K Summer School

Teacher Duty Days	June 13, 2011–August 12, 2011 **NO SCHOOL July 4th	8 hours
Planning/Training Day	June 13, 2011	8 hours
Final Duty Day	August 12, 2011	8 hours
Daily Schedule	8:00 am – 4:00 pm	

- Planning: One (1) hour per day
- Break: One (1) 15 - minute break per day

Appendix “E”

Health Insurance Plan Design

Effective January 2013

PPO Plans

BLUE CHOICE 117

Premium contributions — per paycheck

BLUE OPTIONS 3359

Premium contributions — per paycheck

Employee Only

	Employee	Board	Total
24 Paychecks	\$ 62.50	\$ 190.00	\$ 252.50
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 75.00	\$ 228.00	\$ 303.00

	Employee	Board	Total
24 Paychecks	\$ 35.50	\$ 195.00	\$ 230.50
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 42.60	\$ 234.00	\$ 276.60

Employee + 1 Dependent

	Employee	Board	Total
24 Paychecks	\$ 187.50	\$ 300.00	\$ 487.50
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 225.00	\$ 360.00	\$ 585.00

	Employee	Board	Total
24 Paychecks	\$ 144.00	\$ 300.00	\$ 444.00
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 172.80	\$ 360.00	\$ 532.80

Employee +2/more Dependents

	Employee	Board	Total
24 Paychecks	\$ 312.50	\$ 442.00	\$ 754.50
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 375.00	\$ 530.40	\$ 905.40

	Employee	Board	Total
24 Paychecks	\$ 208.00	\$ 442.00	\$ 650.00
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 249.60	\$ 530.40	\$ 780.00

HMO PLANS – FLORIDA REGIONS ONLY

Blue Care 42

Premium contributions – per paycheck

Blue Care 52

Premium contributions – per paycheck

Employee Only

	Employee	Board	Total
24 Paychecks	\$ 20.00	\$ 200.00	\$ 220.00
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 24.00	\$ 240.00	\$ 264.00

	Employee	Board	Total
24 Paychecks	\$ 10.00	\$ 190.00	\$ 200.00
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 12.00	\$ 228.00	\$ 240.00

Employee + 1 Dependent

	Employee	Board	Total
24 Paychecks	\$ 136.00	\$ 300.00	\$ 436.00
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 163.20	\$ 360.00	\$ 523.20

	Employee	Board	Total
24 Paychecks	\$ 50.00	\$ 300.00	\$ 350.00
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 60.00	\$ 360.00	\$ 420.00

Employee +2/more Dependents

	Employee	Board	Total
24 Paychecks	\$ 173.50	\$ 442.00	\$ 615.50
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 208.20	\$ 530.40	\$ 738.60

	Employee	Board	Total
24 Paychecks	\$ 75.00	\$ 442.00	\$ 517.00
20 Paychecks (Food Svc. & Bus Trans. employees only)	\$ 90.00	\$ 530.40	\$ 620.40

Appendix “F”
Employee Life Insurance Premiums – Contract Year 2011-2012
(Effective April 1, 2012)

- **Employees shall pay zero (0) premium for a life insurance benefit equal to 1x the employee’s salary. The full premium for such benefit shall be paid by the District.**
- **Employees electing for greater life insurance benefit shall pay a monthly premium equal to \$0.172 per thousand dollars of that employee’s salary.**

Example:

An employee who makes \$20,000/year will receive a \$20,000 life insurance policy at no cost to that employee. That same employee would pay \$3.44 per month to “buy up” to a 2x salary (\$40,000) life insurance benefit: $(\$20,000/\$1000 = 20 \times \$0.172 = \$3.44 \text{ per month})$.