The Following Items
Were Presented by
Management as
Proposals on August
30, 2017.

There have been no agreements reached.

Management 8/30/17

### Tentative Agreement

#### Between

The School District of Manatee County

#### And

The Manatee Education Association

#### Article IV - ASSOCIATION RIGHTS

### Section 5 - Request for Dues Deductions

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, no later than the second pay period from the date notice of deduction is received by the Human Resource Department, 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 20 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.

# ${\bf Article~IV~- ASSOCIATION~RIGHTS}$

Section	5 -	- Request	for	Dues	<b>Deductions</b>
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Manatee Education Association	School Board of Manatee County, Florida
Ву:	Ву:
Date:	Date:

#### Between

### The School District of Manatee County

And

The Manatee Education Association

### Article V - WORKING CONDITIONS

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 June 1 two weeks before the last calendar work day of the teacher's contract year. If scheduling problems necessitate a change in this teaching assignment, the teacher shall be notified of the change at the earliest possible date.

Manatee Education Association	School Board of Manatee County, Florida
By:	By:
Date:	Date:

#### Between

### The School District of Manatee County

#### And

#### The Manatee Education Association

#### Article V - WORKING CONDITIONS

### 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

<ul> <li>adding area to certificate</li> </ul>		
<ul> <li>district will reimburse cost of test to those who passed test and added it to their certificate</li> </ul>		
Manatee Education Association	School Board of Manatee County, Florida	
Ву:	Ву:	
Date:	Date:	

### Between

# The School District of Manatee County

And

The Manatee Education Association

### Article V - WORKING CONDITIONS

Section: 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 six weeks before the last calendar work day. Teachers not reappointed for the ensuing school year shall be notified, in writing, on or before June 1. six weeks before the last calendar work day.

Manatee Education Association	School Board of Manatee County, Florida
Ву:	By:
Date:	Date:

Between

The School District of Manatee County

And

The Manatee Education Association

### **Article V - WORKING CONDITIONS**

### Section: 26 - 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.

Manatee Education Association	School Board of Manatee County, Florida
Ву:	By:
Date:	Date:

#### Between

## The School District of Manatee County

And

The Manatee Education Association

### Article V - WORKING CONDITIONS

Section: 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. The basic teacher's salary schedule shall be used to determine their hourly rates.

Manatee Education Association	School Board of Manatee County, Florida	
Ву:	By:	
Date:	Date:	

#### Between

### The School District of Manatee County

And

The Manatee Education Association

#### Article IX – PAID LEAVES AND MILITARY LEAVES

#### 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 1<sup>st</sup>.

Teachers will have access to their leave balances through the employee self-service portal in the PeopleSoft system. The self-service portal will be available at all times and will be current as of the most recent pay period.

Manatee Education Association	School Board of Manatee County, Florida
Ву:	Ву:
Date:	Date:

#### Between

### The School District of Manatee County

And

The Manatee Education Association

### NAME CHANGE FROM MTI TO MTC

In 2014, the Board unanimously voted to change Manatee Technical Institute (MTI) to Manatee Technical College (MTC). This update is <u>to be</u> reflected throughout the Master Contract. <u>MTC is now referenced</u> on pages 3, 24, 31 and 91.

### NAME CHANGE FROM PATS TO TALEO

In 2015, the School District of Manatee County transitioned from the Personnel Applicant Tracking System (<u>PATS</u>) to another applicant management system. A general reference to the applicant management system is now to be included on page 45 and 46.

Manatee Education Association	School Board of Manatee County, Florida
Ву:	Ву:
Date:	Date:

Management

### Tentative Agreement

#### Between

The School District of Manatee County

And

The Manatee Education Association

#### Article X - UNPAID LEAVES

Section: 2 Insurance Coverage

Any teacher granted a leave of absence as provided in <u>Section 1</u>, item 1 of this Article, or <u>granted leave pursuant to the Family and Medical Leave Act</u>, 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 <u>payroll benefits</u> office.

In the event a teacher fails to make full premium payments, such coverage will be canceled at the end of the last month for which full payment was received. Costs of any services received subsequent to the cancelation date will be fully born by the teacher.

Any teacher granted a leave of absence as provided in Section 1, item 2 of this Article, except those granted leave pursuant to the Family and Medical Leave Act, shall be eligible for insurance under District insurance programs for the remainder of the month during which the leave begins. The teacher will become eligible for COBRA at the time school insurance coverage ends. Upon return to the District from such leave, the teacher will be eligible to participate in District insurance programs effective the first of the month following the month in which they return from leave

Manatee Education Association	School Board of Manatee County, Florida
Ву:	By:
Date:	Date:

#### Between

### The School District of Manatee County

#### And

The Manatee Education Association

### 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 recommendations 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.

The cost of any wellness program shall be borne by the health insurance fund from premium proceeds and any wellness contributions made by third parties.

### Section 5 - Plan Design

A summary of the health insurance plan designs and their associated premiums  $\underline{\text{for the } 2016}$   $\underline{2018}$  plan year are located in Appendix E.

<u>The parties agree that the School Board will contribute \$5,964,820 million to the Health Insurance Fund Reserve in the 2014/2015 fiscal year.</u>

#### 2015-2016

MEA Teacher Contract

Insurance

The parties agree that for the 2015-2016 school year that the Board will contribute an additional 4.9 million to the Health Insurance Fund to ensure the fund is financially sound and to prevent premium increases to District employees. Both parties agree to work through the Insurance Committee to evaluate all options for containing insurance costs including, but not limited to converting to a fully insured plan, changing to a defined contribution and or alternative contribution strategy, benefit changes and /or alternatives, and rebidding during the 2015-2016 school year, and to provide to the Negotiating teams and the Superintendent recommendations that make the plan self-sustaining

jsik légél 16/23/18

2.	with the School Board, who, at the time of insurance plan and who is terminally ill or has the School Board portion of his or her insurments from the date that the individual beginning	the leave, is covered under the Board health a family member who is terminally ill shall have ance premium paid by the Board for up to 12 ins his or her unpaid sick leave.
3.		neir contract year, and have paid for a full year's ed for the next contract year shall receive a full
		Ith insurance discontinued at the end of the as for health insurance will be refunded to the ble for COBRA coverage.
	will have coverage from the date that they I	vish to purchase health insurance so that they begin work until the normal effective date of full monthly cost, including board share of during this interim period of time.
Man	atee Education Association	School Board of Manatee County, Florida
Ву:		Ву:
Date	:	Date:

#### Between

### The School District of Manatee County

And

The Manatee Education Association

#### Article XII - COMPENSATION AND HEALTH INSURANCE

Section: 6 - Codification of Salary Guidelines and Fringe Benefits

### **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 contract base salary 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-Salary. 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.

Manatee Education Association	School Board of Manatee County, Florida
Ву:	By:
Date:	Date:

#### Between

### The School District of Manatee County

And

The Manatee Education Association

### Article XII - COMPENSATION AND HEALTH INSURANCE

Section 6 - Codification of Salary Guidelines and Fringe Benefits

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. Under no circumstances shall the correction period be extended beyond the school year.

Manatee Education Association	School Board of Manatee County, Florida
Ву:	Ву:
Date:	Date:

#### Between

### The School District of Manatee County

And

The Manatee Education Association

Article: XVI - SICK LEAVE BANK 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.

Members participating in the sick leave bank will be notified the month before a contribution is withdrawn to replenish the bank. Replenishment of the bank may occur at any time during the year when the balance reaches 25% or lower.

Manatee Education Association	School Board of Manatee County, Florida
By:	Ву:
Date:	Date:

#### Between

### The School District of Manatee County

#### And

### The Manatee Education Association

#### APPENDIX "A"

#### INSTRUCTIONAL SALARY SCHEDULES

The parties agree that if all or part of F.S. 1012.22 pertaining to performance pay is repealed or found void by a court with jurisdiction over the Manatee County School District, the parties agree to negotiate a salary schedule similar to the one contained in the 2013/2014 contract. No teacher will be eligible for performance pay in 2014-2015.

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. In compliance with F.S. 1012.22 all instructional employees new to the district, returning to the district after a break in service without an authorized leave of absence, or appointed for the first time to a position in the district in the capacity of instructional personnel shall be placed on the performance salary schedule. Instructional personnel who hold an advanced degree in their area of certification will be awarded a degree supplement.

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.

# APPENDIX "A"

### **INSTRUCTIONAL SALARY SCHEDULES**

Manatee Education Association	School Board of Manatee County, Florida
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			36a	35c		35b		34c 35d	34b 34c 35d 35b	34a 34b 35a 35b	33c 34d 34b 35d 35d	33b 33c 33c 34d 34d 35d 35b	33d 33d 33d 33d 33d 34d 34d 35d	33a 33a 33b 33b 33c 33c 34c 34c 35b	32b 332c 333a 333a 333b 334c 34c 34c 35d 35b	32b 32c 33a 33a 33a 33b 33c 33c 33c 33c 33c 33c 33c 33c 33c	33c 32c 32c 33c 33c 33c 33c 33c 33c 33c	31b 31c 32c 32b 32c 33a 33a 33a 33a 33a 33a 33a 33a 33a 33	31a   31b   31c   31c   32c   32c   32c   32c   33c   33d   33d	310 310 310 310 310 310 310 310 320 320 320 320 330 330 330 330 330 33	30c 31c 31c 31c 31c 31c 31c 31c 31c 32c 32c 32c 32c 32c 32c 32c 32c 32c 32	300 310 310 310 310 310 310 310 310 320 320 320 330 330 330 340 340 340	29c 30d 30d 31d 31d 31d 31d 31d 31d 31d 31	29b 29c 30a 31a 31a 31a 31a 31a 31a 31a 32a 32a 33a 33a 33a 33a 33a 33a 33a 33	296 297 306 306 306 316 316 317 317 318 318 318 318 318 318 318 318 318 318	28c 29d 29d 29d 29d 30d 30d 30d 31d 31d 31d 31d 32d 33d 33d 33d 33d 33d 33d 33d 33d 33	28b 29c 29c 29c 30c 31c 31c 31c 31c 31c 31c 31c 31c 31c 31	288 288 298 298 299 299 300 300 310 310 310 310 320 320 332 332 333 333 334 335 336	27c 28d 28d 29d 29d 29d 29d 29d 30d 30d 30d 31d 31d 31d 31d 31d 31d 31d 31d 31d 31	27b 27b 27c 27c 27c 28c 28c 29c 29c 30c 30c 30c 31c 31c 31c 31c 31c 33c 33c 33c 33c 33	27d 27b 27b 227c 28d 28c 29d 29d 29d 29d 30d 30d 31d 31d 31d 31d 31d 31d 31d 31d 31d 31	226c 277d 277d 277c 277c 288d 288d 288d 288d 298d 298d 298d 298d	226b 276 2776 2776 2776 2776 2776 2776 2	26d 26d 22d 22d 27d 27d 27d 27d 27d 27
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10,731	70,629	70,326	70,0	67,122	10 7	69,420	69,117 69,420	68,8 69,1 69,4	68,5 68,8 69,1 69,4;	68,2 68,5 68,8 69,1 69,4	67,9 68,2 68,5 68,8 69,1 69,4	67,6 67,9 68,2 68,5 68,8 69,1 69,4	67,6 67,6 67,9 68,2 68,5 68,5 69,1	67,0 67,3 67,6 67,9 68,2 68,2 68,5 68,8 69,1	66,6 67,0 67,3 67,6 67,9 68,2 68,2 68,8 69,1	66,6 67,0 67,0 67,3 67,6 67,9 68,2 68,8 69,1	66,0 66,3 66,6 67,0 67,0 67,6 67,6 68,2 68,5 68,8 69,1	65.7 66.0 66.3 66.6 67.0 67.3 67.6 68.2 68.5 69.1	65,4 65,7 66,0 66,3 66,6 67,0 67,0 67,6 68,2 68,2 69,1	65,11 65,4 65,7 66,0 66,3 67,0 67,0 67,0 67,9 68,2 68,8 69,1	64,8 65,1 65,4 65,7 66,0 66,3 66,3 67,0 67,0 67,0 68,2 68,2 69,1	64,51 64,88 65,11 65,44 65,7 66,6 67,0 67,0 67,8 67,8 67,9 68,2 69,4	64,2 64,5 64,8 65,1 65,7 66,0 66,0 66,0 67,0 67,0 68,2 68,2 69,1	63,9 64,25 64,25 65,11 65,4 65,7 66,6 67,0 67,2 68,2 68,2 68,8 68,8 69,1	63,6 63,9 64,23 64,23 64,43 65,11 65,4 65,7 66,3 66,3 67,9 68,2 68,2 69,4	63,3,3 63,6,6,3,9,9,6,4,29,4,29	63,07 63,33 63,33 63,97 64,28 64,88 65,18 65,49 66,69 67,00 67,00 67,00 68,2 68,2 68,2 69,1	62,77 63,07 63,03 63,63 63,63 64,58 64,58 64,88 65,18 66,69 67,00 67,00 67,00 68,2 68,2 68,2 68,3	62,468 62,770 63,072 63,375 63,677 63,979 64,281 64,886 65,188 65,490 66,695 66,699 67,002 67,002 67,003 68,211 68,211 68,211 69,420	62,10 62,10 62,74 63,07 63,07 64,28 64,28 64,28 64,28 65,18 65,18 65,49 66,69 67,00 67,00 68,2 68,2 68,5	61,80 62,10 62,70 63,07 63,07 64,28 64,28 64,28 64,28 64,28 64,60 65,49 66,60 67,00 67,00 67,00 68,2 68,2 69,4	61,50 61,80 62,10 62,10 62,77 63,07 64,58 64,58 64,58 64,60 65,40 65,40 66,60 67,00 67,00 68,2 68,5 68,8	61,259 61,561 61,863 62,468 62,468 62,770 63,072 63,375 64,281 64,281 64,886 65,188 65,793 66,699 67,002 67,008 68,513 68,815 69,117	60,957 61,259 61,259 61,561 61,863 62,166 62,166 62,770 63,072 63,375 64,281 64,886 65,793 66,699 66,699 67,002 67,002 68,513 68,815 68,815

Perforamcne Schedule Placement	olac	ement
Teachers Hired as of 7/1/2017	111	2017
New Teacher Placement	₩	38,288
Year	<del>6</del> 9	38,590
2 Year	↔	38,892
3 Year	69	39,195
4 Year	₩	39,497
5 Year	₩	39,799
5 Year	\$	40,101
7 Year	\$	40,404
3 Year	↔	40,706

Degree Supplements	Jpple	ments
Masters	64)	907
Specialist	-69	3,324
Special	A	217.3

Teachers Hired as 17/1/2017	7/:/	TOOTY
New Teacher Placement	69	42,216
) Year	6/9	42,518
2 Year	S	42,820
3 Year	S	43,123
4 Year	S	43,425
5 Year	S	43,727
6 Year	\$	44,029
7 Year	\$	44,332
8 Year	\$	44,634

2.75	6/7	Doctorate
3,527	₹ <b>7</b>	Specialist
997	65	Masters