

1 **MEA proposes the following modifications in negotiations. MEA reserves the right to make**  
2 **additional proposals in future negotiations.**

3  
4 **TEACHER BARGAINING UNIT**

5  
6 **ARTICLE V – WORKING CONDITIONS**

7 **Section 4 - Preparation Time**

8 **c) High School**

9 **1. Inside the student day:**

10  
11 a. High School classroom teachers shall have ~~the average of~~ at least 40 minutes per day  
12 of planning and preparation during the student day, ~~or the length of a “skinny” period per~~  
13 ~~day of planning time, whichever is greater, over a ten day cycle; except in those cases of~~  
14 ~~emergency such as, but not limited to, an occasion when a substitute cannot be obtained~~  
15 ~~to cover an absent teacher’s class.~~ **or at least 230 minutes per week during the student**  
16 **week.** In the event a field trip necessitates coverage of two consecutive classes or more, a  
17 reasonable documented effort shall be made to obtain a substitute.

18  
19 b. Planning time during **the student day of** any modified instructional week shall be **no**  
20 **less than one full period as determined by the schedule for the modified**  
21 **instructional week** ~~the average of at least 40 minutes per day over a ten day cycle.~~

22  
23 **c. High school teachers in schools using an alternating block schedule shall have the**  
24 **average of at least 45 minutes per day of planning and preparation during the**  
25 **student day, or the length of a “skinny” period per day of planning time, whichever**  
26 **is greater, over a ten day cycle. In the event a field trip necessitates coverage of a**  
27 **block class or more, a reasonable documented effort shall be made to obtain a**  
28 **substitute.**

29  
30 **2. Outside of student day:** Teachers are entitled to 225 minutes of planning time per week  
31 outside of the regular student day. For weeks when students are present less than five days, a  
32 proportionate amount of time will be provided. No more than 45 minutes of that time may  
33 be scheduled and used for, but not limited to: team meetings, department meetings, grade  
34 level meetings, progress monitoring, collaborative planning, data analysis or any other  
35 purposes for academic enhancement, enrichment or improvement. Planning time **outside**  
36 **the student day** will consist of blocks of time of no less than 15 minutes and may be before  
37 or after the student day.

38  
39 **2. Guidance Counselors:** All Guidance Counselors will be provided with no less than 40  
40 minutes or the equivalent of one student period daily for duties other than those requiring  
41 supervision or student contact.

42  
43 **3. Notice of Duty Roster Implementation:** Where the principal or his/her designee knows in

1 sufficient time in advance that a period will be shortened or the duty roster will be  
2 implemented, the affected teacher(s) shall be notified of this event at least 3 days in advance.  
3 If the principal or his/her designee does not know 3 days in advance, as much notice as  
4 reasonable possible shall be given.  
5

6 **Section 19 - Senior High Additional Duty Period**  
7

8 High School teachers (excluding MAVTC-adult school teachers) with full-time classroom  
9 teaching responsibilities shall be assigned no more than ~~six~~ five teaching periods a day except as  
10 provided in Article V, Section 22. **Each semester the district will provide to MEA a list of all**  
11 **teachers, by school, assigned less than six teaching periods a day.**

12 **Section 33 - Academic Subject Area Preparations**  
13

14 If academic subject area preparations are excessive in the case of an individual high school  
15 teacher, the MEA representative, after addressing the problem to the principal, may request the  
16 Superintendent or his designee to review the situation. In no case shall three or less academic  
17 preparations be considered excessive. Academic subject areas shall be defined as (1) Math, (2)  
18 Science, (3) Social Studies, ~~and~~ (4) English, **(5) Reading, (6) Foreign Language, (7)**  
19 **Technology, and (8) Engineering.** Exceptional student teachers shall not be included as part of  
20 this agreement. If a teacher is supplemented for a class, or is contracted for an additional class,  
21 that class shall not be considered a prep.  
22

23

1 **ARTICLE V – WORKING CONDITIONS**

2 **Section “NEW” – Virtual Education Program Teachers**

- 3 a. **Teachers employed as Virtual Education Program Teachers (eTech School) shall be**  
4 **entitled to all provisions within the collective bargaining agreement unless**  
5 **specifically modified within this section.**  
6
- 7 b. **The work day for eTech School teachers shall be 7.5 hours each day. However, the**  
8 **hours may not be continuous. The work day shall include a duty free lunch period**  
9 **and no less than one hour per day for planning. Student contact will be limited to**  
10 **the equivalent of 360 minutes per day. Teachers shall communicate their work**  
11 **hours to the supervisor, students and parents.**  
12
- 13 c. **Teachers shall not be required to work more than a 37.5 hour work week.**  
14
- 15 d. **Teachers shall not be scheduled to work on paid holidays, Saturdays or Sundays.**  
16
- 17 e. **Teachers will be granted scheduled inservice days and provided with information**  
18 **regarding scheduled inservice programs so that they may participate in relevant**  
19 **programs of their choice.**  
20
- 21 f. **Teachers will be granted 3 record days as described in the approved district school**  
22 **year calendar.**  
23
- 24 g. **The District shall ensure that each eTech teachers have the necessary technology**  
25 **and online access required to perform the requirements of the position including,**  
26 **but not limited to, computer hardware and software, fax/printer hardware, fax and**  
27 **internet connectivity, and materials and supplies.**  
28
- 29 h. **Teachers shall receive inservice training related to the district and state program**  
30 **and curricular requirements prior to any student contact.**  
31

1 **ARTICLE V – WORKING CONDITIONS**

2 **Section 35 - Paperwork Committee**

3

- 4 1. As per Florida statute 1008.385(2)(b)(1), a district oversight committee shall be formed to  
5 review and approve required district forms and paperwork. The committee will be composed  
6 of five (5) school administrators appointed by the School Board and six (6) classroom  
7 teachers and one other representative appointed by the Manatee Education Association. The  
8 committee shall meet monthly, at minimum, during the regular school year and will be  
9 responsible for developing and recommending procedures for the reduction, revision,  
10 consolidation, and elimination of paperwork and data collection requirements. An annual  
11 report of the committee's findings and activities shall be submitted to the school board.  
12
- 13 2. The committee will consider, at minimum:
- 14
- 15 a. The type and origin of the form/paperwork, whether it is a paper form or electronic form  
16 or generated by computer or e-mail.
- 17 b. Whether or not the information exists elsewhere and can be accessed or pre-inserted on  
18 the form.
- 19
- 20 3. Existing forms/paperwork will be reviewed to determine the need for the paperwork and to  
21 eliminate duplication.
- 22
- 23 4. All existing and newly developed forms will be approved or disapproved by the committee  
24 and will be assigned an approval date, number, and distribution list.
- 25
- 26 5. School level forms are not subject to approval by the district oversight committee but may be  
27 reviewed upon appeal to the committee by any person at the implementing school site. The  
28 process for appeal will be developed by the committee.
- 29
- 30 6. Teachers will not be responsible for the completion or return of any new district required  
31 forms/paperwork that have not been approved by the oversight committee.
- 32
- 33

1 **ARTICLE IX - PAID LEAVES AND MILITARY LEAVES**

2

3 **Section 2 - Sick Leave Statement**

4

5 Consistent with past practice, employees shall have a sick leave balance on each paycheck.

6 **Beginning July 1, 2011, each employee shall annually receive a report of all unused leave**  
7 **accumulated prior to July 1, 2011 and all unused accumulated leave for each year of**  
8 **employment following July 1, 2011 along with the rate of pay for each unused accumulated**  
9 **leave day. In addition, the report shall include the an accounting of days used including**  
10 **whether the day was taken from the unused days accumulated prior to July 1, 2011 or**  
11 **taken from a specified year after July 1, 2011. For days used after July 1, 2011 the**  
12 **accounting for days used shall include the rate of pay for that day used. This annual report**  
13 **shall be provided to the employee on or before May 1st.**

14

1 **ARTICLE XII- COMPENSATION AND HEALTH INSURANCE**

2 **Section 6 - Codification of Salary Guidelines and Fringe Benefits**

3 **Subdivision 2. Advancement on the Salary Schedule:** ~~If applicable, One~~ (1) year  
4 advancement on the Salary Schedule shall be based upon ninety-nine (99) or more days  
5 employment, including paid holidays, within the district during a school year.~~The method of~~  
6 ~~advancement to succeeding levels after the 2010-2011 school year shall be determined through~~  
7 ~~negotiations. There shall be no presumption of status quo with respect to advancement to a~~  
8 ~~different level on the salary schedule.~~

9

1 **ARTICLE XII- COMPENSATION AND HEALTH INSURANCE**

2 **Section 6 - Codification of Salary Guidelines and Fringe Benefits**

3 **Subdivision 4. Fringe Benefits:**

4 **1. Term Life Insurance Policy:** A Term Life Insurance Policy will be paid by the Manatee  
5 County School Board in an amount equal to twice the employee's annual salary with an option to  
6 increase amount for a nominal rate. Until December 31, 2007, the School Board will provide a  
7 contribution of .10 per employee, per month for all employees who purchase a second salary  
8 level of life insurance. After January 1, 2008, the purchase of optional life insurance will be the  
9 responsibility of the employee.

10

1 **ARTICLE XIII-TERMINAL PAY**

2  
3 **Section 1 - Early Retirement Terminal Sick Leave Benefit**

4  
5 **1. Benefits Upon Early Retirement: Each full time employee of the bargaining unit shall**  
6 **be eligible for terminal pay at early retirement if the employee is eligible for retirement**  
7 **benefits at the time of separation, and has applied for retirement in accordance with the**  
8 **following formula:**

9  
10 a. **During the first three (3) years of service in Manatee County, the daily rate of pay**  
11 **multiplied by 35 percent time the number of days of sick leave accumulated in**  
12 **Manatee County.**

13  
14 b. **During the next three (3) years of service in Manatee County, the daily rate of pay**  
15 **multiplied by 40 percent time the number of days of sick leave accumulated in**  
16 **Manatee County.**

17  
18 c. **During the next three (3) years of service in Manatee County, the daily rate of pay**  
19 **multiplies by 45 percent times the number of days of sick leave accumulated in**  
20 **Manatee County.**

21  
22 d. **During and after the tenth (10th) year of service in Manatee County, the daily rate**  
23 **of pay multiplied by 50 percent times the number of days sick leave accumulated in**  
24 **Manatee County.**

25  
26 e. **No teacher shall take a reduction in benefits over the administrative practice which**  
27 **was in effect prior to implementation of this provision.**

28  
29 f. **Early retirement is defined as retirement in which the employee is eligible to receive**  
30 **and has applied for retirement benefits from the Florida Retirement System, but**  
31 **does not meet the requirements for normal retirement.**

32 ~~1. The terminal sick leave benefit shall be provided in a manner consistent with Florida~~  
33 ~~Statutes for all teachers in the bargaining unit.~~

34 ~~2. Under the FRS defined benefit plan, normal retirement is defined as the attainment of age~~  
35 ~~62 with a minimum of six years of service or obtaining a total of 30 years of service in~~  
36 ~~the FRS regardless of age attained.~~

37 ~~3. Under the FRS defined contribution plan, for terminal pay purposes, normal retirement is~~  
38 ~~defined as the attainment of age 55 with six years of service or obtaining of 25 years of~~  
39 ~~service in the FRS regardless of age.~~

40 ~~4. For terminal pay purposes, early retirement is defined as retirement from the FRS any~~  
41 ~~time earlier than the time specified above, after obtaining six years of service in the FRS.~~

42 ~~5. If a retiree who has previously received terminal pay benefits returns to active~~



1 ~~employment, they are not eligible for additional terminal pay benefits.~~

2 ~~6. General provisions: Only those sick days earned during employment with Manatee~~  
3 ~~County School Board shall be used to calculate terminal pay benefits.~~

4 ~~a. For teachers, the order of use for sick days shall be earliest earned will be used first~~  
5 ~~(First In First Out) except for days earned as of June 30, 2011. The days earned as of~~  
6 ~~June 30, 2011, shall be the last sick days used.~~

7 ~~b. For teachers, the daily rate for payment of terminal pay for those days earned as of~~  
8 ~~June 30, 2011, shall be the daily rate at the time of the employees' retirement.~~

9 ~~c. For teachers, the daily rate to be used for terminal pay purpose for those days earned~~  
10 ~~after June 30, 2011, shall be the daily rate as of June 30 for the year the days were~~  
11 ~~earned.~~

## 14 Section 2 - Normal Retirement

### 16 ~~1. 1. Benefits Upon Normal Retirement for Sick Leave Days Earned Before July 1, 2011:~~

17 ~~Each full time employee of the bargaining unit shall be eligible for terminal pay at~~  
18 ~~normal retirement if the employee is eligible for normal retirement benefits at the time~~  
19 ~~of separation, and has applied for retirement in accordance with the following formula:~~

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

24 a. ~~During the first three (3) years of service in Manatee County, the daily rate of pay~~  
25 ~~multiplied by 35 percent time the number of days of sick leave accumulated in~~  
26 ~~Manatee County.~~

28 b. ~~During the next three (3) years of service in Manatee County, the daily rate of pay~~  
29 ~~multiplied by 40 percent time the number days of sick leave accumulated in~~  
30 ~~Manatee County.~~

32 c. ~~During the next three (3) years of service to the date upon which credit is received~~  
33 ~~for the 10th year of service in Manatee County, the daily rate of pay multiplied by~~  
34 ~~45 percent times the number of day of sick leave accumulated in Manatee County.~~

36 d. ~~Upon receiving credit for the 10th year of service and to the date on which the~~  
37 ~~teacher receives credit for the 15th year of service in Manatee County, the daily~~  
38 ~~rate of pay multiplied by 50 percent time the number of days of sick leave~~  
39 ~~accumulated in Manatee County.~~

41 e. ~~Upon receiving credit for the 15th year of service and to the date on which the~~  
42 ~~teacher receives credit for the 20th year of service in Manatee County, the daily~~  
43 ~~rate of pay multiplied by 60 percent times the number days of sick leave~~  
44 ~~accumulated in Manatee County.~~

- 1 f. Upon receiving credit for the 20th year of service and to the date on which the  
2 teacher receives credit for the 25th year of service in Manatee County, the daily  
3 rate of pay multiplied by 75 percent times the number of days of sick leave  
4 accumulated in Manatee County.  
5
- 6 g. Upon receiving credit for the 25th year of service in Manatee County and  
7 thereafter, the daily rate of pay multiplied by 100 percent times the number of days  
8 of sick leave accumulate in Manatee County.  
9
- 10 h. If service is terminated by death, payment shall be made to the employee's  
11 beneficiary according to the formula in "B", regardless of the employee's  
12 retirement status.  
13
- 14 i. "Normal retirement" shall be defined as: (1) having 10 years of creditable service in  
15 the Florida Retirement System and being 62 years of age, or (2) having 30 years of  
16 creditable service in the Florida Retirement System.  
17

- 18 ~~a. From zero (0) year to the completion of the third (3) year of service in Manatee County,~~  
19 ~~the daily rate of pay multiplied by thirty five percent (35%) times the number of days of~~  
20 ~~sick leave accumulated.~~  
21 ~~b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied~~  
22 ~~by forty percent (40%) times the number of days of sick leave accumulated.~~  
23 ~~c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay~~  
24 ~~multiplied by forty five percent (45%) times the number of days of sick leave~~  
25 ~~accumulated.~~  
26 ~~d. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by fifty~~  
27 ~~percent (50%) times the number of days of sick leave accumulated.~~  
28 ~~e. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by~~  
29 ~~sixty percent (60%) times the number of days of sick leave accumulated.~~  
30 ~~f. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by~~  
31 ~~seventy five percent (75%) times the number of days of sick leave accumulated.~~  
32 ~~g. Beginning year 26 and thereafter, the daily rate of pay multiplied by one hundred percent~~  
33 ~~(100%) times the number of days of sick leave accumulated.~~  
34

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

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

- 39 ~~a. From zero (0) year to the completion of the third year of service in Manatee County, the~~  
40 ~~daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave~~  
41 ~~accumulated.~~  
42 ~~b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied~~  
43 ~~by zero percent (0%) times the number of days of sick leave accumulated.~~  
44 ~~c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay~~  
45 ~~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.~~

1 **Section ~~3~~ ~~4~~– Death Benefit**

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

4 **Section ~~4~~ ~~5~~– Requirements and Limitations**

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

7 **Section ~~5~~ ~~6~~– General Provisions**

8

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

10

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

14

15 a. Determine the number of days accrued from another Florida Retirement System  
16 employer.

17

18 b. Subtract one-half (1/2) of the sick leave used during the time of employment.

19

20 c. If the total is 0 or less, then all of the ending sick leave days are eligible for Terminal  
21 Sick Leave pay.

22

23 d. If the total is greater than 0, subtract this total from the ending sick leave balance to  
24 arrive at a revised number of sick leave days that are eligible for Terminal Sick Leave  
25 pay.

26

27 2. A year of service in Manatee County is defined as 1/2 the number of workdays in a year plus  
28 1.

29 3. Full time Employee: An employee in a regularly established position of 20 hours or more per  
30 week.

31

32

33

34

1 **APPENDIX "A"**

2 **As Amended 6-10-2011 [INSERT DATE]**

3 **INSTRUCTIONAL SALARY SCHEDULES**

4 Placement on the Teacher's Salary Schedule is determined by public school teaching experience. A  
5 teacher will be given credit for all public school teaching experience, provided the experience was  
6 earned in the United States and provided the teacher was properly certified at the time the  
7 experience was earned. A new salary schedule will be in effect as of the beginning of the fiscal year  
8 for 2009-2010. The salary schedule will include two lanes, one for annual contract and one for PSC  
9 (Professional Services Contract) for each degree level. All employees whose start date is after July  
10 1, 2009, will be placed on the appropriate step on the AC salary schedule.

11 One year advancement on the salary schedule shall be based upon 99 or more days employment,  
12 including paid holidays, within the school district during a school year. ~~The method of advancement~~  
13 ~~to succeeding levels after the 2010-2011 school year shall be determined through negotiation. There~~  
14 ~~is no presumption of status quo with respect to advancement to a different level on the salary~~  
15 ~~schedule.~~

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

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

24

25

1 **PARAPROFESSIONAL BARGAINING UNIT**

2  
3 **ARTICLE III - RECOGNITION**

4 **Section 1 - Recognition:** In accordance with Chapter 447, Florida Statutes, the School Board  
5 recognizes the Manatee Education Association Paraprofessional Chapter as the exclusive  
6 representative of Teacher Assistants, teacher liaisons, interpreters, social educators, migrant  
7 liaisons, and all employees paid on Schedules I and II of the paraprofessional contract and  
8 Teacher Aides employed by the School Board.

9 **Section 2 - Appropriate Unit:** The Association shall represent all regular full-time, part-time  
10 and Title II public service employment CETA employees of the Manatee County School Board  
11 in any of the following positions: Teacher Aides, Teacher Assistants, Migrant Program Aides,  
12 Tutors, ESEA Reading Assistants, Migrant Teacher Assistants, Study Hall Teachers (Teacher  
13 Assistants), Time-Out Teachers (Teacher Assistants), Library Assistants, Educational Interpreter  
14 I, and Educational Interpreter II, social educators and clinic aides, liaisons, **ESE Aides, One on**  
15 **One ESE Aides, Health Aides** and all other employees paid on schedule I and II who are paid on  
16 the salary schedule negotiated in this contract. The appropriate unit is limited to employees in  
17 any of the above positions and shall EXCLUDE the following positions: Title I, Title II, Title III  
18 and Title VI project CETA employees and all other employees of the Manatee County School  
19 Board.

20

1 **ARTICLE V - EMPLOYEE CONDITIONS**

2 **Section 7 - Reduction in Force:**

3 A. General

4

5 1. Nothing in this Article shall limit the Board's right to non-renew an annual appointment of a  
6 paraprofessional. The School Board, under the terms of this agreement, will not exclusively  
7 utilize non-renewal in the case of a needed reduction-in-force.

8

9 2. The School Board shall have the sole authority to determine when a reduction-in-force (R.I.F.)  
10 is necessary and which programs and/or positions shall be eliminated or reduced.

11

12 3. The Superintendent or his/her designee shall determine which schools **or district-wide**  
13 **paraprofessional areas** will lose units as result of the Board's decision.

14

15 4. The Superintendent or his/her designee shall annually prepare a seniority list for each area and  
16 post in each school which ranks the paraprofessional in the order of their length of continuous  
17 service in the bargaining unit, including approved leaves, by assigning a seniority number to  
18 each paraprofessional in his/her area (defined below) to be used according to this plan. Copies of  
19 these lists shall be provided to the Association. A seniority number shall be determined by the  
20 first day of work.

21

22 5. Where two or more paraprofessionals have the same length of continuous service, including  
23 approved leaves, a lottery system shall be used to assign seniority numbers. An Association  
24 representative shall be present at any lottery.

25

26 6. Any paraprofessional who would have qualified for retirement during the reduction year is  
27 sixty-one (61) years old or has twenty-nine (29) years of service, shall be permitted to work that  
28 year to acquire needed service. a paraprofessional who would qualify under this language must  
29 place, on file with the School Board, an intent to retire letter. It is understood by both parties that,  
30 for the purposes of this ARTICLE, this would be a binding document except by special action of  
31 the School Board.

32

33 B. Procedure

34

35 1. In a Reduction-in-force, *the paraprofessional(s)* who has the least seniority in his/her area  
36 shall be RIFed. If this is not the unit(s) which the administration has identified for reduction, the  
37 involuntary transfer provision of this agreement shall be used for transfer purposes. Seniority  
38 numbers shall be used to determine seniority within a *paraprofessional's* area. Seniority shall  
39 mean the length of continuous service in the bargaining unit, including approved leaves.

40

41 2. The area a paraprofessional is in shall be determined by the position the paraprofessional holds  
42 at the time of the R.I.F. Prior experience in other areas in the same position shall count toward  
43 seniority. An "area" as used throughout this ARTICLE shall mean: (1) elementary teacher  
44 assistant, (2) secondary teacher assistant, (3) elementary teacher aide, (4) secondary teacher aide  
45 ~~and~~ (5) exceptional child teacher aide, (6) **One on One ESE Aide**, (7) Educational Interpreter, (8)

1 7) Clinic **or Health** Aide, (**9 8**) Social Educator, (**10 9**) **Parent Liaison**, or (**11-9**) any position  
2 paid on the Paraprofessional Schedule I or II. The Superintendent may identify persons who have  
3 special skills such as fluency in a foreign language, signing, skills in the area of technology or  
4 other skills which are difficult to replace. Any person so identified shall be exempted from the  
5 RIF, regardless of the "area" into which they fall.

6 **Section 8 - Job Description:** Principals shall supply each paraprofessional presently employed a  
7 copy of his/her county-wide job description. Hereafter, each newly employed paraprofessional  
8 shall be provided a copy of his/her county-wide job description within the first five (5) working  
9 days. The positions for which job descriptions shall be provided shall include, but not be limited  
10 to: Teacher Assistant (Paraprofessional), Teacher Aide (Paraprofessional), **ESE Aide, One on**  
11 **One ESE Aide, Health Aide**, Migrant K-8 Language Arts tutor, Migrant Pre-Kindergarten  
12 Teacher Aide, and ECIA Basic Teacher assistant. The Teacher Aide (Paraprofessional) job  
13 description shall have attached to it typical duties of teacher aides assigned to computer labs; **and**  
14 dropout prevention programs. ~~and exceptional student programs.~~

15  
16 **Section 9 - Inservice Paraprofessional Training:**

17  
18 B. If the **supervisor**, principal or his/her designee determines that the duties of the position  
19 require additional training, the **supervisor or** principal shall make arrangements for the  
20 necessary training during working hours.

21  
22 **Section 12 - Work Year:**

23 A. The normal work year for Teacher Aides shall be 195 days. Six (6) of those shall be holidays  
24 as defined in Article XII. Three (3) days shall be designated inservice days and four (4) days  
25 shall be designated workdays as specified in Subsection B.

26  
27 B. One day shall be designated for inservice for paraprofessionals during the pre-school period.  
28 During the normal school year, paraprofessionals shall have two (2) additional inservice days,  
29 and two (2) workdays, one day in October and one day at the end of the semester in January as  
30 set by the adopted calendar.

31  
32 C. The remaining workdays shall be scheduled by the **supervisor or** principal in conjunction  
33 with the adopted school calendar. The **supervisor or** principal shall notify the *paraprofessionals*  
34 in writing of the first workday for the following year no later than the end of the last  
35 *paraprofessional* workday.

36  
37  
38



1 **ARTICLE VII - EMPLOYEE EVALUATION**

2 **Section 1 - Evaluation Procedures:**

3  
4 Paraprofessionals shall normally be evaluated annually and such evaluation shall be completed  
5 no later than May 1 of the school year unless otherwise agreed by the Supervisor or Principal  
6 and employee, or if circumstances justify a later evaluation date. Employees will be notified if  
7 such circumstances exist prior to the May 1 due date.

8  
9 Supervisors or Principals may use formal or informal observations in the evaluation process.

10 Supervisors or Principals may request teacher input in the observation process. However  
11 teachers will not be required to prepare or sign the evaluation instrument. All formal evaluations  
12 will be the responsibility of the employee's supervisor, principal or designee school  
13 administration.

14  
15 Should necessary improvements become apparent during the evaluation process, said  
16 improvements shall be noted on the form together with specific improvements desired, time for  
17 improvements to be made and assistance to be provided if necessary. Such notification will be  
18 provided and assistance initiated within a reasonable time period during the school year in which  
19 the needs improvement is noted.

20  
21 Paraprofessionals shall be provided a copy of the written evaluation within ten (10) working days  
22 following the evaluation. An observation by the Supervisor, Principal or his/her designee shall  
23 precede the formal evaluation. Within 10 days of receipt of the evaluation, the employee may  
24 request and be given a conference concerning the evaluation. All formal observations and  
25 evaluations shall be conducted with the knowledge of the employee being evaluated.

26  
27 **Section 3 - Evaluation Forms:** The forms, as set forth in appendices "C", "D" and "E", for  
28 information purposes, shall be used for formal written observations, evaluations and employee  
29 response to formal evaluation. The Association shall have input into the development or  
30 contemplated change of any such form.

1 **ARTICLE VIII – PAID LEAVES**

2 **Section 12 - Sick Leave Statement**

3

4 **Consistent with past practice, employees shall have a sick leave balance on each paycheck.**

5 **Beginning July 1, 2011, each employee shall annually receive a report of all unused leave**

6 **accumulated prior to July 1, 2011 and all unused accumulated leave for each year of**

7 **employment following July 1, 2011 along with the rate of pay for each unused accumulated**

8 **leave day. In addition, the report shall include the an accounting of days used including**

9 **whether the day was taken from the unused days accumulated prior to July 1, 2011 or**

10 **taken from a specified year after July 1, 2011. For days used after July 1, 2011 the**

11 **accounting for days used shall include the rate of pay for that day used. This annual report**

12 **shall be provided to the employee on or before May 1st.**

13

14

1 **ARTICLE X - VACANCIES, TRANSFERS AND PROMOTION**

2  
3 **Section 2 - Involuntary Transfers:**

4  
5 An involuntary transfer shall be made only after a meeting between the employee(s) involved  
6 and the Superintendent or designee, at which time the employee shall be notified of the reasons  
7 for the transfer.

8  
9 A. The following factors shall be considered in determining which employee(s) shall be  
10 transferred: a call for volunteers, special needs within school center **or district-wide**  
11 **paraprofessional area**, skills in special assignments, experience, training, performance,  
12 whether the employee has been involuntarily transferred within the last three years, and other  
13 relevant factors. Employee(s) involuntarily transferred or reassigned after school begins  
14 shall be provided at least one (1) released day to be utilized in preparation of the new  
15 assignment.

16  
17 B. When it is necessary for a Teacher Assistant to be transferred from a program in a particular  
18 school, the Teacher Assistant within that program at that school **or district-wide**  
19 **paraprofessional area** with the least county-wide seniority shall be transferred if there are  
20 no volunteers from that program **or district-wide paraprofessional area**. Examples of  
21 programs are: Chapter I Basic, Chapter I Migrant, Study Hall, and Time Out. **District-wide**  
22 **paraprofessionals include One on One ESE Aides.**

23  
24 C. An involuntarily transferred employee who has been transferred to an itinerant position shall  
25 be given first consideration over a new or less senior employee to transfer to the next  
26 available non-itinerant position within the program from which he or she was transferred.

27  
28 **D. An involuntarily transferred employee in a district-wide paraprofessional area shall be**  
29 **given first consideration over new or less senior employees to transfer to any vacant**  
30 **position within the school last assigned.**

1 **ARTICLE XI -COMPENSATION AND HEALTH INSURANCE**

2

3 **Section 5 - Placement on the Salary Schedule**

4 **C. Definition of Creditable Experience:** : ~~If applicable, One year of creditable experience~~  
5 shall be awarded based upon the employee working at least one day more than half of the work  
6 year required by the position in which the prior experience was gained. ~~The method of~~  
7 ~~advancement to succeeding levels after the 2010-2011 school year shall be determined through~~  
8 ~~negotiations. There shall be no presumption of status quo with respect to advancement to a~~  
9 ~~different level on the salary schedule.~~

10

11

1 **ARTICLE XI -COMPENSATION AND HEALTH INSURANCE**

2

3 **Section 6 - Overtime and Compensatory Time**

4

5 The workweek for employees shall be from Sunday through Saturday. The employees' schedule  
6 during the workweek shall be determined by the Principal **or supervisor**. Any employee who  
7 works more than forty (40) hours during any workweek shall be entitled to overtime pay or  
8 compensatory pay. All paid leaves and holidays taken within the workweek shall count toward  
9 calculating time worked during the workweek. Overtime pay and compensatory time above forty  
10 (40) hours in any workweek shall be compensated at time and one-half except Sundays and  
11 holidays which shall be compensated at double time. The parties understand the needs of the  
12 schools vary, which may occasionally require schedule changes. In lieu of overtime pay, an  
13 employee and his/her supervisor may agree to compensatory time at the rate of one and a half (1-  
14 1/2) times the amount worked. Except by mutual agreement, compensatory time must be taken  
15 within 90 workdays after it is earned. Principals or supervisors shall inform appropriate teachers  
16 and paraprofessional of employer and employee wage and hour obligations at the beginning of  
17 each school year. Principals and/or supervisors shall consider these obligations when preparing  
18 paraprofessional schedules.

19

20

1 **Section 7 - Fringe Benefits:**

2

3 A. Life Insurance: A Term Life Insurance Policy will be paid by the Manatee County School  
4 Board in an amount equal to twice the employee's annual salary with option to increase amount  
5 for a nominal rate. Until December 31, 2007, the School board will provide a contribution of .10  
6 per employee, per month for all employees who purchase a second salary level of life insurance.  
7 After January 1, 2008, the purchase of optional life insurance will be the responsibility of the  
8 employee.

1 **ARTICLE XVIII - TERMINAL PAY**

2  
3 **Section 1 - Early Retirement Terminal Sick Leave Benefit**

4  
5 **2. Benefits Upon Early Retirement: Each full time employee of the bargaining unit shall**  
6 **be eligible for terminal pay at early retirement if the employee is eligible for retirement**  
7 **benefits at the time of separation, and has applied for retirement in accordance with the**  
8 **following formula:**

9  
10 a. **During the first three (3) years of service in Manatee County, the daily rate of pay**  
11 **multiplied by 35 percent time the number of days of sick leave accumulated in**  
12 **Manatee County.**

13  
14 b. **During the next three (3) years of service in Manatee County, the daily rate of pay**  
15 **multiplied by 40 percent time the number of days of sick leave accumulated in**  
16 **Manatee County.**

17  
18 c. **During the next three (3) years of service in Manatee County, the daily rate of pay**  
19 **multiplies by 45 percent times the number of days of sick leave accumulated in**  
20 **Manatee County.**

21  
22 d. **During and after the tenth (10th) year of service in Manatee County, the daily rate**  
23 **of pay multiplied by 50 percent times the number of days sick leave accumulated in**  
24 **Manatee County.**

25  
26 e. **No teacher shall take a reduction in benefits over the administrative practice which**  
27 **was in effect prior to implementation of this provision.**

28  
29 f. **Early retirement is defined as retirement in which the employee is eligible to receive**  
30 **and has applied for retirement benefits from the Florida Retirement System, but**  
31 **does not meet the requirements for normal retirement.**

32 ~~7. The terminal sick leave benefit shall be provided in a manner consistent with Florida~~  
33 ~~Statutes for all teachers in the bargaining unit.~~

34 ~~8. Under the FRS defined benefit plan, normal retirement is defined as the attainment of age~~  
35 ~~62 with a minimum of six years of service or obtaining a total of 30 years of service in~~  
36 ~~the FRS regardless of age attained.~~

37 ~~9. Under the FRS defined contribution plan, for terminal pay purposes, normal retirement is~~  
38 ~~defined as the attainment of age 55 with six years of service or obtaining of 25 years of~~  
39 ~~service in the FRS regardless of age.~~

40 ~~10. ——— For terminal pay purposes, early retirement is defined as retirement from the FRS~~  
41 ~~any time earlier than the time specified above, after obtaining six years of service in the~~  
42 ~~FRS.~~

- 1 ~~11. If a retiree who has previously received terminal pay benefits returns to active~~  
2 ~~employment, they are not eligible for additional terminal pay benefits.~~  
3 ~~12. General provisions: Only those sick days earned during employment with~~  
4 ~~Manatee County School Board shall be used to calculate terminal pay benefits.~~  
5 ~~a. For teachers, the order of use for sick days shall be earliest earned will be used first~~  
6 ~~(First In First Out) except for days earned as of June 30, 2011. The days earned as of~~  
7 ~~June 30, 2011, shall be the last sick days used.~~  
8 ~~b. For teachers, the daily rate for payment of terminal pay for those days earned as of~~  
9 ~~June 30, 2011, shall be the daily rate at the time of the employees' retirement.~~  
10 ~~c. For teachers, the daily rate to be used for terminal pay purpose for those days earned~~  
11 ~~after June 30, 2011, shall be the daily rate as of June 30 for the year the days were~~  
12 ~~earned.~~

13  
14  
15 **Section 2 - Normal Retirement**  
16

- 17 ~~4. **1. Benefits Upon Normal Retirement for Sick Leave Days Earned Before July 1, 2011:**~~  
18 ~~**Each full time employee of the bargaining unit shall be eligible for terminal pay at**~~  
19 ~~**normal retirement if the employee is eligible for normal retirement benefits at the time**~~  
20 ~~**of separation, and has applied for retirement in accordance with the following formula:**~~  
21 ~~Employees paid under the teacher salary schedules hired before July 1, 2011, shall be eligible for~~  
22 ~~terminal sick pay benefits at the time of their retirement from Manatee County School Board, if~~  
23 ~~they elect to take normal retirement as defined above. Benefits will be paid in accordance with~~  
24 ~~the following formula for days earned prior to July 1, 2011:~~
- 25 a. ~~**During the first three (3) years of service in Manatee County, the daily rate of pay**~~  
26 ~~**multiplied by 35 percent time the number of days of sick leave accumulated in**~~  
27 ~~**Manatee County.**~~  
28
- 29 b. ~~**During the next three (3) years of service in Manatee County, the daily rate of pay**~~  
30 ~~**multiplied by 40 percent time the number days of sick leave accumulated in**~~  
31 ~~**Manatee County.**~~  
32
- 33 c. ~~**During the next three (3) years of service to the date upon which credit is received**~~  
34 ~~**for the 10th year of service in Manatee County, the daily rate of pay multiplied by**~~  
35 ~~**45 percent times the number of day of sick leave accumulated in Manatee County.**~~  
36
- 37 d. ~~**Upon receiving credit for the 10th year of service and to the date on which the**~~  
38 ~~**teacher receives credit for the 15th year of service in Manatee County, the daily**~~  
39 ~~**rate of pay multiplied by 50 percent time the number of days of sick leave**~~  
40 ~~**accumulated in Manatee County.**~~  
41
- 42 e. ~~**Upon receiving credit for the 15th year of service and to the date on which the**~~  
43 ~~**teacher receives credit for the 20th year of service in Manatee County, the daily**~~  
44 ~~**rate of pay multiplied by 60 percent times the number days of sick leave**~~  
45 ~~**accumulated in Manatee County.**~~



- 1
- 2 f. Upon receiving credit for the 20th year of service and to the date on which the  
3 teacher receives credit for the 25th year of service in Manatee County, the daily  
4 rate of pay multiplied by 75 percent times the number of days of sick leave  
5 accumulated in Manatee County.  
6
- 7 g. Upon receiving credit for the 25th year of service in Manatee County and  
8 thereafter, the daily rate of pay multiplied by 100 percent times the number of days  
9 of sick leave accumulate in Manatee County.  
10
- 11 h. If service is terminated by death, payment shall be made to the employee's  
12 beneficiary according to the formula in "B", regardless of the employee's  
13 retirement status.  
14
- 15 i. "Normal retirement" shall be defined as: (1) having 10 years of creditable service in  
16 the Florida Retirement System and being 62 years of age, or (2) having 30 years of  
17 creditable service in the Florida Retirement System.  
18

- 19 ~~h. From zero (0) year to the completion of the third (3) year of service in Manatee County,~~  
20 ~~the daily rate of pay multiplied by thirty five percent (35%) times the number of days of~~  
21 ~~sick leave accumulated.~~
- 22 ~~i. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied~~  
23 ~~by forty percent (40%) times the number of days of sick leave accumulated.~~
- 24 ~~j. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay~~  
25 ~~multiplied by forty five percent (45%) times the number of days of sick leave~~  
26 ~~accumulated.~~
- 27 ~~k. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by fifty~~  
28 ~~percent (50%) times the number of days of sick leave accumulated.~~
- 29 ~~l. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by~~  
30 ~~sixty percent (60%) times the number of days of sick leave accumulated.~~
- 31 ~~m. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by~~  
32 ~~seventy five percent (75%) times the number of days of sick leave accumulated.~~
- 33 ~~n. Beginning year 26 and thereafter, the daily rate of pay multiplied by one hundred percent~~  
34 ~~(100%) times the number of days of sick leave accumulated.~~

35

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

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

- 40 ~~h. From zero (0) year to the completion of the third year of service in Manatee County, the~~  
41 ~~daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave~~  
42 ~~accumulated.~~
- 43 ~~i. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied~~  
44 ~~by zero percent (0%) times the number of days of sick leave accumulated.~~

- ~~j. 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.~~
- ~~k. 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.~~
- ~~l. 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.~~
- ~~m. 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.~~
- ~~n. 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:~~

- ~~e. 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.~~
- ~~f. 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.~~
- ~~g. 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.~~
- ~~h. 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:~~

- ~~e. 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.~~
- ~~f. 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.~~
- ~~g. 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.~~

~~h. 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 ~~3~~ 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 ~~4~~ 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 ~~5~~ 6– General Provisions**

2. 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:

- e. Determine the number of days accrued from another Florida Retirement System employer.
- f. Subtract one-half (1/2) of the sick leave used during the time of employment.
- g. If the total is 0 or less, then all of the ending sick leave days are eligible for Terminal Sick Leave pay.
- h. 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.

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

