

### Teacher Settlement Highlights

Manatee Education Association and the School District of Manatee County have collaboratively reached tentative agreement on the Teacher Contract for the 2012-13 and the 2013-14 School Year

- ✓ This settlement restores 3 years of step movement to a salary schedule that was reduced by 1.75% and frozen in February 2012.
- ✓ The funding for this settlement was designated by the Governor and the Legislature for the sole purpose of enhancing teacher pay.
- ✓ Teachers eligible for a step were moved on the schedule.
- ✓ The salary schedule is enhanced to ensure that everyone eligible for a three-step increase receives a minimum increase of \$1750.
- ✓ Teachers at the top of the salary schedule will receive \$1750 as a one-time stipend eligible for retirement benefits.
- ✓ This settlement merges the Annual Contract and Professional Services Contract salary schedules into one salary schedule.
- ✓ This settlement corrects the placement of teachers previously given credit for experience on the salary schedule at the time of hiring.
- ✓ A maximum of 8 years public school experience will be accepted for placement on the salary schedule effective with teachers hired for 2013-14 school year.
- ✓ The cost without benefits is \$6,346,254.
- ✓ The parties reached a 3 year agreement through June 30, 2016, with reopeners for salary and fringe benefits.
- ✓ This settlement incorporates all 2012-13 tentative agreements agreed to by the parties

The tentative agreement requires ratification by the members of the bargaining unit and the Manatee County School Board prior to being implemented.

For more information contact:

Pat Barber, Association President, (941) 747-5091

## 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 request. 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.

TA 5/16/12  
BAP  
Jan 5/16/12

## 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.

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## 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
  - adding area to certificate
  - district will reimburse cost of test to those who passed test and added it to their certificate

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**ARTICLE V**

**WORKING CONDITIONS**

**Section 34 - 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 ~~13~~ of the Master Contract and (3) supervisory duties as covered by Article V, Section 2(2) supervisory duties.

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**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.

1 **Paper Files:** The Board shall maintain the hardcopy of an employee's file only at the county  
2 office. Any file kept by an immediate supervisor shall contain only those materials for current  
3 evaluation data. A teacher shall also be permitted to see this file upon his/her reasonable request.  
4

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

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

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BNP  
Jen 5/16/12

Article XII  
Compensation and Health Insurance

**Section 10 - 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.

~~If the application is made more than 31 days after the date the person is eligible, the person will have to prove to the satisfaction of the Plan Sponsor that he or she is in good health, except if enrollment is due to a Family Status Change as defined in Section 125 of the Internal Revenue Code. The Plan Sponsor will require proof of a spouse's previous coverage, if there has been "a significant change in the family's health coverage attributable to the spouse's employment." Application must be made within 31 days of the family status change. The coverage will take effect on the first day of the next month following the date the Plan Sponsor approves this change.~~

The 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
- ~~Switching from~~ 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.
- ~~My spouse or I have taken an unpaid leave of absence~~

TA 5/16/12  
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Jm 5/16/12

## ARTICLE XII

### COMPENSATION AND HEALTH INSURANCE

#### 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. Only Florida experience is creditable toward continuing contract or professional services contract status. All full time members of the teacher bargaining unit will receive credit on the salary scale for all public school experience. Placement based on experience shall be equitably determined so that newly hired teachers shall be placed on the salary schedule at the same step as similarly experienced current teachers. See Appendix "A."

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BWP  
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**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.

SDH  
8/23/12

**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.**

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BWP  
10/23/12

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.



## ARTICLE XII

### COMPENSATION AND HEALTH INSURANCE

#### 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 sixteen (16) 8 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. ~~Each bargaining unit will have a minimum of two members on the committee.~~ 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.

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Jm 5/16/12



2/12/13  
 Patricia J. Parker

T.A

Bill Vogel 8/12/13

2012/2013 COMBINED SCHEDULE						2012/2013
LEVEL	BA	BA plus	MA	Spec	PHD	
0	182	0	42	0	2	8,606,870
1	68	0	13	0	3	3,241,816
2	44	0	16	0	1	2,369,779
3	83	0	39	2	2	4,934,133
4	57	0	40	3	1	4,002,454
5	66	0	62	3	1	5,350,269
6	72	0	60	1	0	5,420,800
7	41	0	41	2	3	3,606,471
8	39	0	52	63	4	6,860,753
9	52	0	42	4	3	4,351,143
10	37	0	44	1	0	3,593,631
11	31	0	46	7	2	3,892,572
12	42	0	30	1	2	3,463,461
13	19	0	38	4	5	3,203,529
14	27	0	33	1	0	2,929,135
15	26	0	35	1	1	3,085,934
16	39	0	31	3	0	3,602,005
17	22	0	23	1	5	2,697,091
18	24	0	34	1	0	3,133,471
19	13	0	29	0	1	2,335,935
20	24	0	17	1	1	2,314,279
21	21	0	25	2	2	2,762,319
22	23	0	25	1	1	2,774,244
23	16	0	28	5	0	2,790,820
24	11	0	19	1	1	1,838,775
25	9	0	14	3	2	1,646,625
26	98	0	136	11	9	16,266,590
TOTAL	1186	0	1014	122	52	111,074,904
TOTAL # OF TEACHERS	2374					111,074,904

8/12/13  
 Patricia L. Barber

T.A. Bill Vogel 8/12/13

2013/2014

2013/2014 SALARY SCHEDULE						
LEVEL	BA	BA plus	MA	Spec	PHD	
0	0	0	0	0	0	43599
1	0	0	0	0	0	44040
2	0	0	0	0	0	44331
3	182	0	42	0	2	45349
4	68	0	13	0	3	45790
5	44	0	16	0	1	46855
6	83	0	39	2	2	47583
7	57	0	40	3	1	47956
8	66	0	62	3	1	48605
9	72	0	60	1	0	50313
10	41	0	41	2	3	51124
11	39	0	52	63	4	51936
12	52	0	42	4	3	54153
13	37	0	44	1	0	55036
14	31	0	46	7	2	55915
15	42	0	30	1	2	56797
16	19	0	38	4	5	57678
17	27	0	33	1	0	60257
18	26	0	35	1	1	61152
19	39	0	31	3	0	61851
20	22	0	23	1	5	62473
21	24	0	34	1	0	63125
22	13	0	29	0	1	63760
23	24	0	17	1	1	64393
24	21	0	25	2	2	65228
25	23	0	25	1	1	66125
26	16	0	28	5	0	73786
	11	0	19	1	1	73786
	9		14	3	2	73786
	98		136	11	9	73786
TOTAL	1186	0	1014	122	52	
TOTAL # OF TEACHERS	2374					
						\$ 116,825,486

\* When merging the AC schedule with the negotiated schedule for the 2013-14 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.

8/12/13  
Patricia L. Palmer T.A. Ballage 8/12/13

## 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, 2010~~13~~  
through June 30, 2011~~16~~.

#### 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 FS 1012.22 and FS 1012.34, in the event of the required implementation of the statute for 2014-15 school year. The Committee will monitor the status of this legislation and bring back recommendation no later than April 1, 2014.

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

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8/12/13  
Patricia A. Baker T.A. Bill Vogel  
8/12/13

Article 12, Section 6, 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 2013-14 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 2013-14 school year, credit on the salary scale will be a maximum of 8 years of public school experience.

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 FS 1012.22 and FS 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



8/12/13  
Patricia L. Butler

T.A. Bill Vogel  
8/12/13

If funding for the recurring teacher allocation line item in the Florida Education Finance Program is eliminated, reduced or increased for the 2014/15 fiscal year, the parties agree to reopen negotiations

8/12/13 L. Baker  
T.A. Bill Vogel 8/12/13  
Performance

School District of Manatee County  
MEA - FY 13/14

Current Costs	\$	111,074,904	
	\$	5,119,211	Advance 3 Steps
		631,371	Minimum \$1,750 Step Increase for everyone eligible for a three step increase.
	\$	5,750,582	
New Costs	\$	116,825,486	
		151,172	Additional 88 Teachers @ Three Steps
		444,500	\$1,750 - Top of Schedule - One Time Stipend
	\$	6,346,254	