

Proposed Memorandum of Agreement

Between

The School District of Manatee County

And

The Manatee Education Association

TEACHER PAYDAY 2018-19

October 19, 2017

This Memorandum of Agreement (AGREEMENT) is made and entered into by the School District of Manatee County, Florida (MCSD) and the Manatee Education Association (MEA), collectively as the parties (PARTIES) to a Collective Bargaining Agreement (CBA) in advance of the 2018-19 implementation of new technology impacting the payroll process for Teachers employed by MCSD and represented by MEA. The PARTIES agree to the following modifications of the CBA provisions within Article XII, Section 6, Subdivision 6 Teacher Payday. It is the intent of this AGREEMENT to enable an efficient implementation of the software and procedures for timely salary payments.

Article XII – COMPENSATION AND HEALTH INSURANCE

Section: 6 – Codification of Salary Guidelines and Fringe Benefits

Subdivision 6 – Teacher Payday

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

a. If a pay date falls on a non-work day or holiday, teachers shall receive their paychecks on the last ~~workday~~ weekday prior to the payday, even if it is a non-work day.

b. If the last day of the contract period occurs on or before May 31st, Teachers shall receive one check equivalent to ~~four~~ five pays on the ~~10th of May~~ 10th of June. Their final paycheck will be paid on the 25th 10th of June. Should June 10th fall on a non-work day or holiday, teachers shall receive their paychecks on the last weekday prior to the June 10th payday.

c. If the last day of the contract period occurs on or after June 1st, Teachers shall receive on check equivalent to four regular pay checks on the 25th of June. The final paycheck will be paid on the 25th of June. Should June 25th fall on a non-work day or holiday, the teachers shall receive their paychecks on the last weekday prior to the June 25th payday.

d. e. Teacher's December 25th check will be deposited into employees' bank account on the last ~~workday~~ weekday prior to the holiday for the District Office, even if it is a non-work day.

e. d. ~~Beginning in 2010-2011, employees will be paid as described in "b" above, or~~ Teachers have the option of 24 equal payments over a 12 month period. Selection of this pay option will be in the spring of the preceding school year and cannot be changed for that school year.

f. Teachers have the option of 20 equal payments over a 10 month period. Selection of this pay option will be in the spring of the preceding school year and cannot be changed for that school year.

e. The first paycheck of the school year will occur on August 25, except in years when the tenth day of work for teachers is after August 25, then the first paycheck will be on the tenth day of work. Thereafter, paychecks would occur on the 10th and 25th of each month to equal 24 pay dates.

g. The first paycheck of the school year will be issued on the scheduled semi-monthly pay date in accordance with the Pay Periods and Pay Dates published annual by the District. Pay on the 10th of each month includes work days from the 16th through the end of the month and pay on the 25th includes work days from the 1st through the 15th of the month.

h. The parties shall meet no later than November 30, 2017 to establish mutually agreeable procedures to ensure that payroll discrepancies that may occur within the new payroll system are timely addressed.

All other language of the CBA between the PARTIES not specifically addressed within this AGREEMENT shall remain in full force and effect unless mutually agreed to and ratified by the PARTIES.

Manatee Education Association

School Board of Manatee County, Florida

By: _____

By: _____

Date: _____

Date: _____

Proposed Memorandum of Agreement

Between

The School District of Manatee County

And

The Manatee Education Association

EMPLOYEE PAYDAY 2018-19

October 19, 2017

This Memorandum of Agreement (AGREEMENT) is made and entered into by the School District of Manatee County, Florida (MCSD) and the Manatee Education Association (MEA), collectively as the parties (PARTIES) to a Collective Bargaining Agreement (CBA) in advance of the 2018-19 implementation of new technology impacting the payroll process for Paraprofessionals employed by MCSD and represented by MEA. The PARTIES agree to the following modifications of the CBA provisions within Article XI, Section 8, Employee Payday. It is the intent of this AGREEMENT to enable an efficient implementation of the software and procedures for timely salary payments.

Article XI – COMPENSATION AND HEALTH INSURANCE

Section: 8 – Employee Payday

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

1. If a pay date falls on a non-work day or holiday, paraprofessionals shall receive their paychecks on the last weekday prior to the payday, even if it is a non-work day.
2. If the last day of the contract period occurs on or before May 31st, Employees shall receive one check equivalent to ~~four~~ five regular pay checks on the ~~10th of May~~ 10th of June. Their final paycheck will be paid on the ~~25th~~ 10th of June. Should June 25th 10th fall on a non-work day or holiday, employee shall receive their paychecks on the last weekday prior to the June 25th 10th payday. Employee's December 25th check will be deposited into employees' bank account on the last ~~workday~~ weekday prior to the holiday for the District office, even if it is a non-work day.
3. If the last day of the contract period occurs on or after June 1st, Employees shall receive one check equivalent to four regular pay checks on the 25th of June. The final paycheck will be paid on the 25th of June. Should June 25th fall on a non-work day or holiday, employees shall receive their paychecks on the last weekday prior to the June 25th payday.

4. Employees' December 25th check will be deposited into employees' bank accounts on the last ~~workday~~ weekday prior to the holiday for the District office, even if it is a non-work day.
5. Summer School Payday – ~~Summer school worked in June shall be paid on July 10. Summer school worked in July shall be paid on the employees' last workday pay will follow the regular pay schedule of the 10th and 25th of the month.~~
6. ~~Beginning in 2010-2011,~~ Employees will be paid as described in "2" above, or have the option of 24 equal payments over a 12 month period. Selection of pay option will be in the spring of the preceding school year and cannot be changed for that school year.
7. **Employees will have the option of 20 equal payments over a 10 month period. Selection of this pay option will be in the spring of the preceding school year and cannot be changed for that school year.**
8. ~~The first paycheck of the school year will occur on August 25, except in years when the tenth day of work for teachers is after August 25, then the first paycheck will be on the tenth day of work. Thereafter, paychecks would occur on the 10th and 25th of each month to equal 24 pay dates.~~
The first paycheck of the school year will be issued on the scheduled semi-monthly pay date in accordance with the Pay Periods and Pay Dates published annually by the District. Pay on the 10th of each month includes work days from the 16th through the end of the month for the previous month, and pay on the 25th includes work days from the 1st through the 15th for the current month.
9. The parties shall meet no later than November 30, 2017 to establish mutually agreeable procedures to ensure that payroll discrepancies that may occur within the new payroll system are timely addressed.

All other language of the CBA between the PARTIES not specifically addressed within this AGREEMENT shall remain in full force and effect unless mutually agreed to and ratified by the PARTIES.

Manatee Education Association

School Board of Manatee County, Florida

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By: _____

Date: _____

Date: _____

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ARTICLE XIII - TERMINAL PAY

Section 1 - Terminal Sick Leave Benefit

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

Section 2 - Normal Retirement

- 1. Benefits Upon Normal Retirement for Sick Leave Days Earned Before July 1, 2011:** Employees paid under the teacher salary schedules ~~hired before July 1, 2011,~~ shall be eligible for terminal sick pay benefits at the time of their retirement from Manatee County School Board, if they elect to take normal retirement as defined above. Benefits will be paid in accordance with the following formula for days earned ~~prior to July 1, 2011:~~
- a. From zero (0) year to the completion of the third (3) year of service in Manatee County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of sick leave accumulated.
 - b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied by forty percent (40%) times the number of days of sick leave accumulated.
 - c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay multiplied by forty-five percent (45%) times the number of days of sick leave accumulated.
 - d. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by fifty percent (50%) times the number of days of sick leave accumulated.
 - e. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by sixty percent (60%) times the number of days of sick leave accumulated.

- 49 f. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by
50 seventy-five percent (75%) times the number of days of sick leave accumulated.
51 g. Beginning year 26 and thereafter, the daily rate of pay multiplied by one hundred percent
52 (100%) times the number of days of sick leave accumulated.
53

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

55
56 ~~Benefits payable under normal retirement for sick days accrued on or after July 1, 2011, for~~
57 ~~employees paid under the teacher salary schedules shall be paid in accordance with the following~~
58 ~~formula:~~

- 59
60 ~~a. From zero (0) year to the completion of the third year of service in Manatee County, the~~
61 ~~daily rate of pay multiplied by zero percent (0%) times the number of days of sick leave~~
62 ~~accumulated.~~
63 ~~b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied~~
64 ~~by zero percent (0%) times the number of days of sick leave accumulated.~~
65 ~~c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay~~
66 ~~multiplied by thirty percent (30%) times the number of days of sick leave accumulated.~~
67 ~~d. Beginning year 11 through completion of year 15, the daily rate of pay multiplied by~~
68 ~~thirty five percent (35%) times the number of days of sick leave accumulated.~~
69 ~~e. Beginning year 16 through completion of year 20, the daily rate of pay multiplied by~~
70 ~~forty percent (40%) times the number of days of sick leave accumulated.~~
71 ~~f. Beginning year 21 through completion of year 25, the daily rate of pay multiplied by~~
72 ~~forty five percent (45%) times the number of days of sick leave accumulated.~~
73 ~~g. Beginning year 26 and thereafter, the daily rate of pay multiplied by fifty percent (50%)~~
74 ~~times the number of days of sick leave accumulated.~~
75

76 **Section 3 – Early Retirement**

77
78 **1. Benefits Upon Early Retirement for Sick Leave Days Earned Before July 1, 2011:**

79
80 Employees paid under the teacher salary schedules shall be eligible for terminal sick pay benefits
81 at the time of their retirement from Manatee County School Board, if they elect to take early
82 retirement as defined above. Benefits will be paid in accordance with the following formula for
83 days earned prior to July 1, 2011:

- 84
85 a. From zero (0) year to the completion of the third (3) year of service in Manatee County,
86 the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of
87 sick leave accumulated.
88 b. Beginning year four (4) to the completion of year six (6), the daily rate of pay multiplied
89 by forty percent (40%) times the number of days of sick leave accumulated.
90 c. Beginning year seven (7) to the completion of year ten (10), the daily rate of pay
91 multiplied by forty-five percent (45%) times the number of days of sick leave
92 accumulated.
93 d. Beginning year eleven (11), and thereafter, the daily rate of pay multiplied by fifty
94 percent (50%) times the number of days of sick leave accumulated.
95

~~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.~~

Manatee Education Association

School Board of Manatee County, Florida

By: _____

By: _____

Date: _____

Date: _____

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2 **ARTICLE XII SALARY AND HEALTH INSURANCE**

3
4 **Section 6 - Codification of Salary Guidelines and Fringe Benefits**

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

9
10 It is the Board's intent to extend the date for those teachers who have been inadvertently
11 overpaid. Extensions may be for no longer than one calendar year from the time the error
12 is identified. At no time will extensions occur beyond the final employment date of the
13 employee.

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31 Manatee Education Association

School Board of Manatee County, Florida

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33 By: _____

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ARTICLE V WORKING CONDITIONS

Section 11 – Certification Compliance and 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 non-reappointment or 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 certified in field or HQ will be as follows:
1. Teachers who are involuntarily transferred or reassigned to positions for which they are not certified or HQ after the ten (10) day count will have until the first day of the following school year to become certified or HQ.
 2. Teachers who are involuntarily transferred or reassigned to positions for which they are not certified or 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 certified or HQ.
- b. For those who volunteer to teach in an identified area of need for which they are not currently certified or HQ, the timeline shall be as follows:
1. Teachers who are ~~involuntarily~~ voluntarily transferred or reassigned to positions for which they are not certified or HQ after the ten (10) day count will have until the first day of the following school year to become certified or HQ.
 2. Teachers who are ~~involuntarily~~ voluntarily transferred or reassigned to positions for which they are not certified or 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 certified or HQ.
- c. Annual notification by last workday to all bargaining unit members of areas of need as well as incentives for becoming certified or highly qualified in the identified area
- Certified or 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

MEA PROPOSAL/COUNTERPROPOSAL
OCTOBER 19, 2017

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46 Manatee Education Association

School Board of Manatee County, Florida

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48 By: _____

By: _____

49 Date: _____

Date: _____

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ARTICLE XII SALARY AND HEALTH INSURANCE

Section 5 - Plan Design

A summary of the health insurance plan designs and their associated premiums for the ~~2016~~
2017 – 2018 plan years are located in Appendix E.

Participants in the health insurance plans for 2017 will have a premium holiday for the
month of December 2017 as a result of a premium cycle change. Participants will not
have employee premiums deducted for the December 2017 paydays. The Board
premium will continue to be paid.

Manatee Education Association

School Board of Manatee County, Florida

By: _____

By: _____

Date: _____

Date: _____

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2 **ARTICLE XVII DURATION AND RATIFICATION**

3
4 **Section 1 - Term of Agreement**

5
6 This agreement shall remain in full force and effect for a period commencing July 1, ~~2013~~ **2017**
7 through June 30, ~~2016~~ **2020**.

8
9 **Section 2 - Full and Complete Agreement**

10
11 This agreement constitutes the full and complete agreement between the School Board and the
12 Manatee Education Association.

13
14 **Section 3 - Severability**

15
16 The provisions of this agreement shall be severable, and if any provision thereof or the applica-
17 tion of any such provision is held invalid by a court of competent jurisdiction or as a result of
18 State or Federal legislation, it shall not affect any other provision of this agreement or the
19 application of any provision thereof.

20
21 **Section 4 – Re-openers**

22
23 Negotiations on the following re-openers shall begin on or before June 1 of each year unless
24 otherwise agreed by the MEA and the School Board. Re-openers shall be:

25
26 **ARTICLE XII – COMPENSATION AND HEALTH INSURANCE**

27
28 And each party may re-open two sections of the agreement each year.

29
30 For ~~2015-2016~~ **2017-18**, the parties agree to establish a joint committee of members selected
31 equally by the Superintendent and the Association President to ~~monitor the results of the FSA~~
32 ~~validity study, legislative leaders' recent proposals regarding the use of national tests, the~~
33 ~~District's grade and subject area tests as well as the implementation of the District's teacher~~
34 ~~assessment system as they impact the pay for performance implementation.~~ **review, evaluate**
35 **and make recommendations to negotiations regarding modifications to the Differential Pay**
36 **Salary Schedule, Appendix B.**

37
38 The parties may mutually agree to re-open any provision of the contract at any time.

39
40 Manatee Education Association

School Board of Manatee County, Florida

41 By: _____

By: _____

42 Date: _____

Date: _____

MEA PROPOSAL TO THE DISTRICT OCTOBER 19, 2017
SALARY AND COMPENSATION

Schedule/ Group	Schedule Adjustment \$100 (FTE of 2750)	PERFORMANCE E 4 Levels \$1218 (FTE of 363)	PERFORMANCE HE 5 Levels \$1520 (FTE of 287)	GANDFATHERED 5 Levels \$1514 (FTE of 1741)	TEACHER LONGEVITY	PARA 4 STEPS FTE 551 (664-123)	PARA 4% TOP OF SCHEDULE FTE 22	Cost Without Benefits
ALL Teachers	\$ 275,000							\$ 275,000
Performance Pay Salary Schedule		\$ 442,134	\$ 436,240					\$ 878,374
Grandfathered Salary Schedule				\$ 2,635,874				\$ 2,635,874
TEACHER SALARY TOTAL								\$ 4,025,602
LONGEVITY 16+ \$2100 (73)					\$ 153,300			
LONGEVITY 25+ \$3600 (39)					\$ 140,400			\$ 293,700
TOTAL TEACHERS								\$ 4,319,302
PARAPROFESSIONALS								
TOTAL PARAS						\$ 860,493	\$ 21,402	\$ 881,895
								\$ 881,895

MEA PROPOSAL TO THE DISTRICT OCTOBER 19, 2017
SALARY AND COMPENSATION

Schedule/ Group	Schedule Adjustment \$100 (FTE of 2809)	PERFORMANCE E 4 Levels \$1218 (FTE of 479)	PERFORMANCE HE 5 Levels \$1520 (FTE of 226)	GANDFATHERED 5 Levels \$1514 (FTE of 1798)	TEACHER LONGEVITY	PARA 4 STEPS FTE 551 (664-123)	PARA 4% TOP OF SCHEDULE FTE 22	Cost Without Benefits	Cost with Benefits @ 16.91% FTE of 2819.70
ALL Teachers	\$ 280,900							\$ 280,900	\$ 328,400
Performance Pay Salary Schedule		\$ 583,422	\$ 343,520					\$ 926,942	
Grandfathered Salary Schedule				\$ 2,722,172				\$ 2,722,172	\$ 3,182,491
TEACHER SALARY TOTAL								\$ 4,166,368	\$ 3,787,213
LONGEVITY 16+ \$2100 (73)					\$ 153,300			\$ 293,700	\$ 343,365
LONGEVITY 25+ \$3600 (39)					\$ 140,400			\$ 4,460,068	\$ 5,214,265
TOTAL TEACHERS									
PARAPROFESSIONALS									
TOTAL PARAS						\$ 860,493	\$ 21,402	\$ 881,895	\$ 1,031,023

MEA Paraprofessional Salary Proposal
October 19, 2017

		Move Step 00 to Step 01	PARA 3 STEPS FTE 551 (664- 123)	PARA 4% TOP OF SCHEDULE FTE 22	Para TOTAL
PARAPROFESSIONALS		\$ 10,637	\$ 647,804	\$ 21,402	\$ 669,206
TOTAL PARAS					\$ 669,206

