

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 “NEW” – Virtual Education Program Teachers**

- 8 a. **Teachers employed as Virtual Education Program Teachers (eTech School) shall be**
9 **entitled to all provisions within the collective bargaining agreement unless**
10 **specifically modified within this section.**
- 11
- 12 b. **The work day for eTech School teachers shall be 7.5 hours each day. However, the**
13 **hours must be between seven in the morning (7:00 am) and seven in the evening (7:00**
14 **pm) and may not be continuous. The work day shall include a duty free lunch**
15 **period and no less than one hour per day for planning. Student contact will be**
16 **limited to the equivalent of 360 minutes per day. Teachers shall communicate their**
17 **work hours to the supervisor, students and parents.**
- 18
- 19 c. **Teachers shall not be required to work more than a 37.5 hour work week.**
- 20
- 21 d. **Teachers shall not be scheduled to work on paid holidays, Saturdays or Sundays.**
- 22
- 23 e. **Teachers will be granted scheduled inservice days and provided with information**
24 **regarding scheduled inservice programs so that they may participate in relevant**
25 **programs of their choice.**
- 26
- 27 f. **Teachers will be granted 3 record days as described in the approved district school**
28 **year calendar.**
- 29
- 30 g. **The District shall ensure that each eTech teachers have the necessary technology**
31 **and online access required to perform the requirements of the position including,**
32 **but not limited to, computer hardware and software, fax/printer hardware, fax and**
33 **internet connectivity, and materials and supplies.**
- 34
- 35 h. **Teachers shall receive inservice training related to the district and state program**
36 **and curricular requirements prior to any student contact.**

37

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

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 1st.

1 **ARTICLE XI - VACANCIES, TRANSFERS AND PROMOTIONS**

2
3 **Section 2 - Involuntary Transfers**

4
5 1. Should involuntary transfers become necessary, among other facts, **prior year evaluation,**
6 length of service in the county, certifications, and major and minor fields of study shall be the
7 determining factors as to which teachers shall be transferred. MEA shall be consulted prior
8 to and at every step of the involuntary procedure.

9
10 2. Volunteers to transfer shall be requested prior to assigning an involuntary transfer. Each
11 teacher in the affected school will be notified of the positions to be transferred and given a
12 list of the open vacancies, **a thorough description of the vacant positions** and a form to
13 designate transfer positions in which they may be interested. Teachers wishing to be
14 considered for transfer shall return the form as directed on the form within the time deadlines
15 stated on the form.

16
17 3. ~~The teacher with most seniority within the area of certification shall have the first option to~~
18 ~~stay in a position, or transfer, with such option extended to all teachers on a diminishing basis~~
19 ~~until one elects to transfer or until such time as the teacher with the least amount of seniority~~
20 ~~is required to transfer. The principal/administrative designee in the school where a vacancy~~
21 ~~exists will be given a list of all volunteers who selected his/her school. From that list, the~~
22 ~~principal/administrative designee will select a minimum of three (3) teachers to be~~
23 ~~interviewed. Once interviews have taken place, the principal/administrative designee must~~
24 ~~narrow the list to a minimum of two (2) of the interviewed teachers. The teacher who fills the~~
25 ~~vacancy will be the teacher with the most seniority who is still interested in the position after~~
26 ~~the interview. **The Principal may refuse to accept a transfer of a teacher receiving a less**~~
27 ~~**than effective rating on the prior year's evaluation.**~~

28
29 **In cases where there are fewer than three (3) applicants, all applicants must be interviewed**
30 **and the position will be filled based on seniority and continued teacher interest. The**
31 **Principal may refuse to accept a transfer of a teacher receiving a less than effective**
32 **rating on the prior year's evaluation.**

33
34 4. **An involuntary transfer will be necessary when there are no volunteers from a school with**
35 **displaced unit(s) or when a volunteer is unable to be placed in one of the choices indicated on**
36 **his/her selection form. A written notice of involuntary transfers will be made at least five**
37 **days in advance of the date of transfer. ~~Upon request the MEA shall be provided the~~**
38 **~~rationale leading to the proposed involuntary transfer(s).~~ During the involuntary transfer**
39 **process, a list of vacancies along with a thorough description of the vacant positions will be**
40 **provided to the least senior teachers in certification areas from which an involuntary transfer**
41 **is needed. After talking to the principals where the vacancies exist, each least senior teacher**
42 **will have the opportunity to select up to three (3) positions from the vacancy list. Teachers**
43 **will have five (5) days once the list is distributed to make their selections and return the**
44 **forms to Human Resources. Teachers who are involuntarily transferred will be placed based**
45 **on seniority. The Principal may refuse to accept a transfer of a teacher receiving a less**
46 **than effective rating on the prior year's evaluation.**

1
2 5. ~~Involuntary transfers shall be made only after a meeting between the teacher(s) involved and~~
3 ~~the Superintendent or his designee, at which time the teacher(s) shall be notified of the~~
4 ~~reasons for the transfer(s).~~ Any teachers not placed during the involuntary process will be
5 placed on a case by case basis. The Superintendent shall recommend to the Board all
6 transfers of personnel.

7
8 6. Teachers involuntarily transferred or reassigned after school begins shall be provided at least
9 one (1) released day to be utilized in preparation of the new assignment.

10
11 7. It is understood that nothing in this section shall limit the right of the Superintendent to
12 transfer a teacher for disciplinary reasons or the right of the teacher to due process.

13
14 **Section 3 - Voluntary Transfers**

15
16 1. During the posting period any teacher possessing the appropriate certification may apply for
17 a posted vacancy.

18
19 2. All currently employed teachers who apply for a posted vacancy shall have their file
20 reviewed prior to considering any new applicant for the vacancy. Currently employed
21 teachers will be given strong preference for a vacancy for which they are certified.
22 Vacancies occurring after the first teacher workday through the end of the school year will
23 require consent from the sending and receiving principal prior to allowing the current
24 employee to transfer into the vacant position. Vacancies occurring for the following school
25 year will not require the consent of the sending principal before allowing the employee to
26 transfer.

27
28 3. For any posted vacancy, the principal or his/her designee (hiring officer) shall interview a
29 minimum of four direct qualified transfer candidates one of which must be a minority
30 candidate, if available. Should less than four direct qualified transfer applicants apply for a
31 posted vacancy, all shall be interviewed. A candidate who has been interviewed in the
32 previous 15 months at a particular cost center site need not be interviewed again.

33
34 4. Applications for a posted vacancy shall be on file in the personnel office within the required
35 posting time. A transfer applicant who is not recommended for the transfer will be notified
36 and may request, in writing, reason(s) for not being selected.

37
38 **Section 4 - Promotions**

39
40 School personnel are encouraged to prepare themselves for advancement in the profession.
41 Vacancies shall be posted for ten (10) working days. When an employee believes that he meets
42 certification and other requirements for an administrative or supervisory position, the employee
43 should make application through the district's electronic application system (PATS).

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. **For the 2011-12**
6 **year, eligible employees shall advance one year on the salary schedule effective January 1,**
7 **2012.** ~~The method of advancement to succeeding levels after the 2010-2011 school year shall be~~
8 ~~determined through negotiations. There shall be no presumption of status quo with respect to~~
9 ~~advancement to a different level on the salary schedule.~~

10

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: Effective April 1, 2012 a** Term Life Insurance Policy will be
5 paid by the Manatee County School Board in an amount equal to ~~twice~~ the employee's annual
6 salary with an option **for the employee** to ~~increase amount~~ **purchase an additional** amount
7 equal to the annual salary without qualifications for a nominal rate at the time open enrollment
8 for the April 1, 2012 effective date. **Employees may continue to purchase additional life**
9 **insurance up to \$300,000 inclusive of the Board paid amount for a nominal rate, however**
10 **employees may be required to meet qualifications for the additional coverage.** Until
11 ~~December 31, 2007~~ April 1, 2012, the School Board will provide **a Term Life Insurance Policy**
12 **paid by the Manatee County School Board in an amount equal to twice the employee's**
13 **annual salary.** ~~contribution of .10 per employee, per month for all employees who purchase a~~
14 ~~second salary level of life insurance. After January 1, 2008~~ **April 1 2012**, the purchase of
15 optional life insurance **up to a maximum of \$300,000 less the Board paid amount** will be the
16 responsibility of the employee. **Following the initial open enrollment for April 1, 2012**
17 **implementation, the purchase of additional optional life insurance may be available only if**
18 **eligibility qualifications are met.**

19

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.~~

12
13
14 **Section 2 - Normal Retirement**

15
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.**~~

27
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.**~~

31
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.**~~

35
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.**~~

40
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 **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, or have electronic access to a
6 report of all unused leave accumulated prior to July 1, 2011 and all unused accumulated leave for
7 each year of employment following July 1, 2011 along with the rate of pay for each unused
8 accumulated leave day. In addition, the report shall include an accounting of days used
9 including 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 accounting
11 for days used shall include the rate of pay for that day used. This annual report shall be provided,
12 **in hard copy or electronic version** 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~~ **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. **For the 2011-12 work**
7 **year, eligible employees shall receive one year of advancement on the schedule on January**
8 **1, 2012.** ~~The method of advancement to succeeding levels after the 2010-2011 school year shall~~
9 ~~be determined through negotiations. There shall be no presumption of status quo with respect to~~
10 ~~advancement to a different level on the salary schedule.~~

11

12

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 **1. Term Life Insurance Policy: Effective April 1, 2012 a** Term Life Insurance Policy will be
4 paid by the Manatee County School Board in an amount equal to ~~twice~~ the employee's annual
5 salary with an option **for the employee** to ~~increase amount~~ **purchase an additional** amount
6 equal to the annual salary without qualifications for a nominal rate at the time open enrollment
7 for the April 1, 2012 effective date. **Employees may continue to purchase additional life**
8 **insurance up to \$300,000 inclusive of the Board paid amount for a nominal rate, however**
9 **employees may be required to meet qualifications for the additional coverage.** Until
10 ~~December 31, 2007~~ April 1, 2012, the School Board will provide **a Term Life Insurance Policy**
11 **paid by the Manatee County School Board in an amount equal to twice the employee's**
12 **annual salary.** ~~contribution of .10 per employee, per month for all employees who purchase a~~
13 ~~second salary level of life insurance. After January 1, 2008~~ **April 1 2012**, the purchase of
14 optional life insurance **up to a maximum of \$300,000 less the Board paid amount** will be the
15 responsibility of the employee. **Following the initial open enrollment for April 1, 2012**
16 **implementation, the purchase of additional optional life insurance may be available only if**
17 **eligibility qualifications are met.**

18

19

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.~~

1 ~~h. Beginning year eleven (11), and thereafter, the daily rate of pay multiplied by thirty-five~~
2 ~~percent (35%) times the number of days of sick leave accumulated.~~
3

4 **Section ~~3~~ 4– Death Benefit**

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

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

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

10 **Section ~~5~~ 6– General Provisions**
11

12 2. Use of Accumulated Leave from Other Florida Retirement System Employers:
13

14 Only Manatee County School Board accumulated sick leave shall be used to calculate terminal
15 pay benefits. However, when calculating the number of Manatee County accumulated days
16 remaining upon retirement, the following formula shall be used:
17

- 18 e. Determine the number of days accrued from another Florida Retirement System
19 employer.
- 20
- 21 f. Subtract one-half (1/2) of the sick leave used during the time of employment.
22
- 23 g. If the total is 0 or less, then all of the ending sick leave days are eligible for Terminal
24 Sick Leave pay.
- 25
- 26 h. If the total is greater than 0, subtract this total from the ending sick leave balance to
27 arrive at a revised number of sick leave days that are eligible for Terminal Sick Leave
28 pay.
29

- 30 **5.** A year of service in Manatee County is defined as 1/2 the number of workdays in a year plus
31 1.
- 32 **6.** Full time Employee: An employee in a regularly established position of 20 hours or more per
33 week.
34
35

APPENDIX "B"

~~2010-2011~~ 2011-12 Salary Supplement Schedule for Other School Personnel

G. DEPARTMENT CHAIRPERSONS OR TEAM LEADERS

DEPARTMENT CHAIRPERSONS - 10 Month	\$1,990
DEPARTMENT CHAIRPERSONS - 11 Month	\$2,190
ESE SECONDARY CHAIRPERSON	\$3,446
TEAM LEADERS - 10 MONTH	\$1,165
TEAM LEADERS - 11 MONTH	\$1,282

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

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

ELEMENTARY SCHOOL Team leader supplements shall be granted for each grade level PreK-5, for ESE teams where there are at least five full-time ESE instructors or the equivalent ESE instructors and for Instructional Support teams (Art, Music, PE, Media, Reading, Math, Guidance, etc.) where there are at least five full-time or the equivalent Instructional Support teachers.