K#: 830257

Edits as of 06/24/09

Master Contract

Paraprofessional Bargaining Unit

2007-2010

Manatee County District School Board

And

Manatee Education Association 3821

It is the intent of the MEA that new language will be in red. Oversights may have occurred and are not intentional.

Some sections which were contained in the attachments or as Memorandums of Agreement have been moved to the regular body of the contract. Oversights may have occurred and are not intentional.

Table of Contents

ARTICLE I – PURPOSE 6
Section 1. Parties 6
ARTICLE II - DEFINITIONS 7
Section 1. School Board 7
Section 2. Association 7
Section 3. Employee(s) 7
ARTICLE III - RECOGNITION 8
Section 1. Recognition 8
Section 2. Appropriate Unit 8
ARTICLE IV – ASSOCIATION RIGHTS 9
Section 1. Right to Views 9
Section 2. Bulletin Boards and Mail 9
Section 3. School Access 9
Section 4. Request for Dues Deductions 9
Section 5. Uniform Assessment 9
Section 6. Leave for Bargaining Team Members 10
Section 7. Professional Inservice Days 10
Section 8. Association Days 10
ARTICLE V – EMPLOYEE CONDITIONS 11
Section 1. School Calendar 11
Section 2. Basic School Day 11
Section 3. Employee Reprimand 11
Section 4. Unsafe Conditions 11
Section 5. Association Representation 11
Section 6. Notification of Reappointment 12
Section 7. Reduction in Force 12
Section 8. Job Description 15
Section 9. Inservice Paraprofessional Training 15
Section 10. Terms and Conditions – Summer 16
Section 11. Banking and Voting 17
Section 12. Work Year 17
Section 13. Professional Issues Committee 18
Section 14. Training 18
Section 15. Medical Services 18
Section 16. Medical Procedure 18
Section 17. Educational Incentives 18
ARTICLE VI – EMPLOYEE PROTECTION 20
Section 1. Employee Protection 20
ARTICLE VII – EMPLOYEE EVALUATION 21
Section 1. Evaluation Procedures 21
Section 2. New Employee Observations 21
Section 3. Evaluation Forms 21
Section 4. Assessment Committee 22
ARTICLE VII – PAID LEAVES 23

Section 1. Paid Leaves....23
Section 2. Personal Illness, Family Illness, Bereavement....23
Section 3. Extent of Sick Leave....23
Section 4. Illness in the Line of Duty....23
Section 5. Professional Leave....23
Section 6. Assignment for Temporary Duty....24
Section 7. Leave for Personal Reasons....24
Section 8. Jury Duty or Subpoena Leave....24
Section 9. Sick Leave Bank....24
Section 10. Military Leave....24
Section 11 - Use of Sick Leave by a Family Member....25
DONATED SICK LEAVE AUTHORIZATION FORM....26
ARTICLE IX – UNPAID LEAVES....27
Section 1. Full – time Military Leave....27
Section 2. Unpaid Leaves....27
Section 3. Insurance Overages....28
Section 4. State Retirement....29
ARTICLE X – VACANCIES, TRANSFERS AND PROMOTIONS....30
Section 1. Posting of Vacancies....30
Section 2. Involuntary Transfers....30
Section 3. Voluntary Transfers....30
Section 4. Other Transfers....30
ARTICLE XI – COMPENSATION AND HEALTH INSURANCE....32
Section 1. Salary....32
Section 2. Commitment of the Parties....32
Section 3. Health Insurance Committee....33
Section 4. Plan Design....33
Section 5. Placement on the Salary Schedule....35
Section 6. Overtime and Compensatory Time....36
Section 7. Fringe Benefits....36
Section 8. Employees Payday....37
Section 9. Payroll Errors....37
Section 10. Legal Services Indemnification....37
Section 11. Fingerprinting Costs....38
Section 12. Family Status Change....38
Section 13. Summer School Salary....39
Section 14. Substitute Pay....39
Section 15. Equity in Pay....39
Section 16. Learn and Earn....39
ARTICLE XII – PAID HOLIDAYS....41
Section 1. Designated Days....41
Section 2. Conditions....41
ARTICLE XIII – GRIEVANCE PROCEDURE....42
Section 1. Definitions....42
Section 2. Procedure....42
Section 3. Related Provisions....44

ARTICLE XIV – PERSONNEL FILES 46
Section 1. Personnel Files 46
ARTICLE XV – DURATION AND RATIFICATION 47
Section 1. Duration of Agreement 47
Section 2. Effect 47
Section 3. Finality 47
Section 4. Severability 47
RATIFICATION 48
ARTICLE XVI – DISMISSAL DURING THE SCHOOL YEAR 49
ARTICLE XVII – SICK LEAVE BANK 50
Section 1. Membership 50
Section 2. Establishment and Duration 50
Section 3. Replenish Contributions 50
Section 4. Bank Utilization 50
Section 5. Second Medical Opinions 51
Section 6. Maximum Allowable Days Per Illness 51
Section 7. Approval of Requests for Utilization 51
Section 8. Participation Abuse 52
Section 9. Withdrawal of Participation 52
ARTICLE XVIII – TERMINAL PAY 53
Section 1. Benefits Upon Early Retirement 53
Section 2. General Provisions 54
ATTACHMENT A – SOCIAL EDUCATORS 56
PROPOSAL, NOVEMBER 25, 2003 57
APPENDIX "A" – SALARY SCHEDULE 58
APPENDIX "B" - Memorandum of Understanding 62
Technology Assistant Position 63
APPENDIX "C" – Health Insurance Comparisons 64

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 employees during the duration of this Agreement.

ARTICLE II

DEFINITIONS

Section 1 - School Board: For the purposes of this Agreement, the term "School Board" shall mean the School Board of Manatee County or designated representative(s) of the School Board.

Section 2 - Association: For purposes of this Agreement, the term "Association" shall mean the Manatee Education Association Paraprofessional Chapter or its designated representative(s).

Section 3 - Employee(s): For the purposes of this Agreement, the term "Employee(s)" shall mean those persons in the appropriate unit.

ARTICLE III

RECOGNITION

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

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

ARTICLE IV

ASSOCIATION RIGHTS

Section 1 - Right to Views: Nothing contained in this agreement shall be construed to limit, impair or affect the right of any employee or his/her representative to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or his/her betterment.

Section 2 - Bulletin Boards and Mail: The Association shall have the right to post notices of activities and matters of Association concern on an appropriate bulletin board on each school campus.

Section 3 - School Access: Duly authorized representatives of the Association and its affiliates shall not interfere with or disrupt normal school operations and provided they make their presence known and secure permission from the Principal or his/her designee. If the Superintendent and the MEA agree a topic is a mutual concern, a representative of the Association may be included on the school center faculty meeting agenda.

Section 4 - Request for Dues Deduction: Employees shall have the right to request and be allowed dues deduction provided that dues deductions and the proceeds thereof shall not be allowed to any employee association that has lost its rights to dues deduction pursuant to 447.507 of Florida Statutes. Upon receipt of a properly executed authorization card of the employee(s) involved and a certified listing of the names and monthly amounts to be deducted by school center from the Association on or before August 31, the school district shall deduct from the employee's paycheck beginning September 15, the dues that the employee has agreed to pay to the employees' Association as certified by the Association. These deductions shall remain in effect while the employee remains employed by the School Board or until the employee revokes the said deductions upon 30 day written notice to both the School District payroll office and the Association.

Deductions shall be made over ten (10) equal pay periods and made available at the School Board offices or placed in the U.S. mail monthly to the employees' Association on or before the first workday of the following month unless unforeseen circumstances cause a delay.

Any dispute as to the amount of dues deducted shall be solely between the Association and the employee involved and the Association shall hold the School Board harmless from any liability arising from the deduction of any dues as certified by the Association. Dues deductions in effect shall remain in effect until deductions are terminated by the employees.

Section 5 - Uniform Assessment: Employees shall have the right to request through May 15 and be allowed a uniform assessment. This assessment shall appear in the second dues deduction window and shall be deducted annually from the July paycheck. For the purposes of clarity, the word "uniform" shall refer to the amount deducted, date deducted, and the deduction form.

Payment made to the Association shall be made at the same time as dues deduction for the July checks.

Section 6 - Leave for Bargaining Team Members: The parties agree to normally schedule bargaining during summer months when the regular school year is out of session and during the school year when teachers are normally not on duty, if possible. However, the parties recognize that unusual circumstances arise on occasion, such as special master hearing or mediation which, in order to expedite bargaining, may make it necessary for the M.E.A. team members to be released from their duties to attend bargaining session. On such occasions, the Superintendent agrees to release M.E.A. team members from their duties to attend such meetings. The number of team members released shall not exceed ten (10), including the teacher bargaining team members.

Section 7 - Professional Inservice Days: Up to three (3) duly elected Association delegates may be approved to attend inservice programs conducted at the state FEA/United Convention, if, after the Superintendent reviews the agenda, the Superintendent and Association agree that release of such employees will benefit the school system. Such leave shall only be granted on an inservice day and shall be at no additional cost to the School Board.

Section 8 - Association Days: Upon request by the Association, the Superintendent may grant leave to an individual who represents the Association when he/she deems the purpose of the leave to support the mission of the Board. The Association agrees to reimburse the Superintendent for the costs of providing substitutes.

ARTICLE V

EMPLOYEE CONDITIONS

Section 1 - School Calendar: The School Board will receive input from the Association in the development of the School Calendar.

Section 2 - Basic School Day: Assistant teachers shall be scheduled for 7-1/2 hours per day, inclusive of the normally scheduled thirty (30) minute uninterrupted, duty-free lunch period. Teacher Aides shall be scheduled for 7 hours per day, exclusive of a normally scheduled thirty (30) minute, uninterrupted duty-free lunch. Paraprofessionals shall receive a fifteen (15) minute break each morning and afternoon.

Section 3 - Employee Reprimand: When an administrator deems it necessary to reprimand an employee, it shall not be done publicly unless the situation is such that immediate or emergency action must be taken. For the purposes of this agreement the word reprimand shall mean, "Censure formally".

Section 4 - Unsafe Conditions: When a paraprofessional reports in writing to his/her immediate supervisor any unsafe working conditions, the Superintendent or his designee shall investigate these reported conditions. The Paraprofessional shall be informed of the results of the investigation.

Section 5 - Association Representation: Any paraprofessional summoned by a principal, immediate supervisor, or any administrator to a conference for the express purpose of discussing dismissal or issuing a formal written reprimand, shall have the right to be accompanied by a representative of the Association. The definition of "dismissal" shall not include the non-renewal of an annual contract. The definition of "reprimand" shall be that found in Random House College Dictionary, First Edition.

Any paraprofessional, who requests Association representation and is denied Association representation under this section, shall have the right to terminate such a meeting until Association representation is available.

Except in cases deemed to be an "emergency", paraprofessionals shall be given prior written notice and a statement of the reason for any conference called for the express purpose of discussing dismissal or issuing a formal written reprimand.

In the case of an emergency such as assault, intoxication or influence of narcotics, the paraprofessional's right to Association representation may be postponed, but not denied. A paraprofessional may have Association representation at any meeting with an administrator, called by the administrator for the express purpose of discussing dismissal.

Paraprofessionals are not entitled to Association representation in evaluation or observation conferences unless the paraprofessional has been notified that performance deficiencies could result in dismissal or unless the meeting is for the purpose of such notification.

Section 6 - Notification of Reappointment:

A. Employees shall be notified, in writing, of their reappointment, within a reasonable period of time after they are reappointed by the Board. Employees not reappointed for the next school year shall be notified in writing, of their non-reappointment, no later than April 15.

B. For the purposes of this agreement, the term permanent position shall mean a position which is expected to carry over into a succeeding year regardless of the number of hours worked per week. The employees filling such a position, whether full time or part time, pays FICA and is eligible to participate in the insurance programs.

C. Probationary Employees: During the first 120 days of employment an employee in a permanent position may be dismissed without cause. Any employee, who successfully completes the first one hundred twenty days of employment in a permanent position, shall be eligible to be appointed for the remainder of the school year of for the remainder of the school year plus one additional school year is s/he is employed after November 1. This appointment for the remainder of the school year or for the remainder of the school year plus one additional year, shall carry no expectation of continued employment and no cause shall be required for non-reappointment or failure to appoint as a permanent employee.

D. After completion of this appointment period, the employee may be reappointed as permanent employee without the necessity of annual reappointment. After the employee is appointed as a permanent employee s/he may only be dismissed for cause or as a result of a reduction in force.

Section 7 - Reduction in Force:

A. General

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

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

3. The Superintendent or his/her designee shall determine which schools will lose units as result of the Board's decision.

4. The Superintendent or his/her designee shall annually prepare a seniority list for each area and post in each school which ranks the *paraprofessional* in the order of their length of continuous service in the bargaining unit, including approved leaves, by assigning a

seniority number to each *paraprofessional* in his/her area (defined below) to be used according to this plan. Copies of these lists shall be provided to the Association. A seniority number shall be determined by the first day of work.

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

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

B. Procedure

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

2. The area a paraprofessional is in shall be determined by the position the paraprofessional holds at the time of the R.I.F. Prior experience in other areas in the same position shall count toward seniority. An "area" as used throughout this ARTICLE shall mean: (1) elementary teacher assistant, (2) secondary teacher assistant, (3) elementary teacher aide, (4) secondary teacher aide and (5) exceptional child teacher aide, (6) Educational Interpreter, (7) Clinic Aide, (8) Social Educator *or (9) any position paid on the Paraprofessional Schedule I or II*. The Superintendent may identify persons who have special skills such as fluency in a foreign language, signing, skills in the area of technology or other skills which are difficult to replace. Any person so identified shall be exempted from the RIF, regardless of the "area" into which they fall.

3. Any *paraprofessional* who is RIFed shall be no longer entitled to salary or fringe benefits unless specifically defined in this ARTICLE and his/her contract will be severed except for rights contained in the provisions in the Recall Section of this ARTICLE and ARTICLE XIII.

4. When the Superintendent determines that it is necessary to recommend a reduction in force to the School Board, the Superintendent or his designees shall notify the Association. The Association shall be provided a list of *paraprofessionals* who will probably be reduced a soon as it is compiled.

5. Within a reasonable time after the *paraprofessional positions* to be reduced have been identified and the reduction in force has been approved by the Board, the Superintendent or his designee shall notify all *paraprofessionals*, in writing, who are to be laid off. The administration shall provide the Association with a copy of all Reduction in Force notifications.

C. Recall

1. As vacancies become available, the laid-off *paraprofessional* with the greatest length of service, including approved leaves, in the bargaining unit, shall be offered the position first.

2. As long as vacancies exist, in the area from which a RIFed paraprofessional was laid off, no new *paraprofessionals* shall be hired for the vacancy in that area during the recall period. Recall rights shall expire after 15 months following Board action authorizing a RIF.

3. It shall be the responsibility of the laid-off *paraprofessional* to be certain that the personnel office has a correct, current address during lay-off and to be available for mail notification. Failure to do so may result in forfeiture of lay-off rights. A laid-off *paraprofessional* who is offered recall must indicate in writing within 72 hours from notification, whether or not he/she accepts the recall. Failure of the laid-off *paraprofessional* to respond shall terminate the *paraprofessional* right to recall. If a laid-off *paraprofessional* declines a position, he/she shall forfeit any rights to further recall

4. No credit on the salary schedule shall accrue during layoff periods.

5. A laid-off *paraprofessional* shall have the right to continue life and health insurance benefits at no cost to the Board for a period not to exceed the recall period from the time of lay-off or until the *paraprofessional* obtains employment elsewhere, whichever occurs first. (Not including established "moonlight" positions and temporary employment.) *This section is not intended to alter any rights an employee may have under C.O.B.R.A. provisions.*

6. Upon returning to work, a recalled employee will resume fringe benefits which had accrued prior to the lay-off. These include: sick leave and sick leave bank, except that a *paraprofessional* shall contribute any days due the bank at the time of recall. If a *paraprofessional* has no days to contribute, he/she shall not be in the bank until such time as he/she has days to contribute.

D. Unusual Circumstance

1. If the Superintendent is presented with an unusual circumstance, he may, in the best interest of the School District's instructional program, use the following procedure for securing an exception to this ARTICLE.

2. If agreement cannot be reached between the parties to modify or waive the provisions of this ARTICLE, the parties shall participate in mediation with a mutually agreeable mediator. If the parties cannot agree on mediator, a mediator will be selected by alternate striking from a*n* *American Arbitration Association* supplied list.

3. If the parties are unable to reach agreement through mediation, the person selected for mediation shall assume the role of advisory arbitrator and shall determine whether the waiver or modification desired by the Superintendent is in the best interest of the school district.

4. The arbitrator shall make an appropriate recommendation to the School Board based on his/her finding.

Section 8 - Job Description: Principals shall supply each paraprofessional presently employed a copy of his/her county-wide job description. Hereafter, each newly employed paraprofessional shall be provided a copy of his/her county-wide job description within the first five (5) working days.

The positions for which job descriptions shall be provided shall include, but not be limited to: Teacher Assistant (Paraprofessional), Teacher Aide (Paraprofessional), Migrant K-8 Language Arts tutor, Migrant Pre-Kindergarten Teacher Aide, and ECIA Basic Teacher Assistant. The Teacher Aide (Paraprofessional) job description shall have attached to it typical duties of teacher aides assigned to computer labs, dropout prevention programs and exceptional student programs.

A committee composed of 6 members, three appointed by M.E.A. and three appointed by the Superintendent shall meet to review and update job descriptions to reflect current job responsibilities. The review and any recommendations shall be done by category for each position identified in the unit. Any recommendations shall be presented to the Superintendent and a copy sent to M.E.A. Any changes made by the Superintendent will be sent to the Principal and employees.

Section 9 - Inservice Paraprofessional Training:

A. All newly hired paraprofessionals, paraprofessionals transferred to another position and/or paraprofessionals who are required to take on new responsibilities shall receive related training if necessary, prior to assuming the job responsibilities of the new position. On the job training may be used to fulfill this requirement. Such training shall take place during regular working hours.

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

C. A competency based inservice program will be offered to all paraprofessionals each year. An inservice committee shall make recommendations to the Director of Curriculum and Staff Development regarding the content of this program.

D. All aides who complete the competency based core inservice training program developed by the inservice committee and approved by the Superintendent or his designee shall receive a certificate of completion for the program.

E. Paraprofessionals will be given the opportunity of attending all school center inservice programs during their regular workday unless a substitute is required or they are assigned student supervision duties.

F. Employees who are transferred or reassigned to a position which requires additional training or certification will be paid their hourly wage while attending such training and any fees charged for such training will be paid by the district.

Section 10 - Terms and Conditions - Summer School:

Subdivision 1 - Four Day Week

A. Workdays for Summer School will normally be Monday through Thursday. If it is beneficial to the school district, Fridays may be added to the four-day week for scheduling purposes. The Superintendent or his designee shall discuss the summer school schedule with the Union at least two weeks prior to taking the schedule to the School Board.

B. The paraprofessional's workday shall be a minimum of five (5) hours, except for preschool and post-school which shall normally be 8 and 9 hours respectively. The daily work schedule may vary to meet the needs of the program, but not exceed five (5) hours without additional pay at the regular hourly rate, or compensatory time.

C. Paraprofessionals shall receive one (1) fifteen minute duty-free break a day.

D. Paraprofessionals will earn one (1) sick leave day for the summer school period which will be credited toward accumulated sick leave.

E. Paraprofessionals using sick leave during the summer school session will have one (1) day for each day absent deducted from his/her accumulated sick leave.

F. Faculty meetings may be held during pre and post summer school. A maximum of five (5) additional faculty meetings may be held during the regular summer school sessions. All faculty meetings shall be held within the work day.

G. Until the applicant list of current employees has been exhausted, no paraprofessional who has not worked the previous school year shall be hired for summer school.

Subdivision 2 - Five Day Week

A. Work days for the summer school will be Monday through Friday.

B. The paraprofessional's workday shall be four (4) hours*. The daily work schedule may vary to meet the needs of the program but not exceed four (4) hours without additional pay at the regular hourly rate or compensatory time.

C. Paraprofessionals shall receive one (1) fifteen minute duty-free break a day.

D. Paraprofessionals will earn one (1) sick leave day for the summer school period which will be credited toward accumulated sick leave.

E. Paraprofessionals using sick leave during the summer school session will have one (1) day for each day absent deducted from his/her accumulated sick leave.

F. Faculty meetings may be held during pre and post summer school. A maximum of five (5) additional faculty meetings may be held during the regular summer school session. All faculty meetings shall be held within the workday.

G. Until the applicant list of current employees has been exhausted, no paraprofessional who has not worked the previous school year shall be hired for summer school.

H. Eliminated duplication of pre-school and post-school hours.

Section 11 - Banking and Voting:
The principal may permit paraprofessionals to conduct banking business on paydays and vote on election days during non-student contact time as long as students are not left unsupervised and school sign-out and sign-in procedures are followed. Any paraprofessional may have the reason for denial of this benefit reviewed by the Superintendent, upon As per current contract

Section 12 - Work Year:

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

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

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

D. *Paraprofessionals* shall be given a copy of the Manatee County Schools adopted calendar which specifies the workday, inservice days, and holidays for *paraprofessionals*.

E. The Superintendent or his designee and the MEA shall cooperatively develop a survey to assist in determining inservice needs to be addressed on the inservice days. MEA may appoint a paraprofessional to serve as an ad hoc member to the Teacher Education Center Council.

Section 13 - Professional Issues Committee: The parties agree to a joint committee to study ways to increase the professionalism of the *paraprofessional* position. *Paraprofessionals* who serve on this committee shall be appointed by MEA and shall be released from their school duties for these meetings.

Section 14 -Training - A committee made up of six members, three (3) appointed by M.E.A. and three (3) appointed by the Superintendent, shall meet to study the feasibility of a training program for teacher aides and teacher assistants. An effort shall be made to meet at times that do not interfere with normal school responsibilities, however, when it is necessary for the committee to meet during school time, the employees on this committee shall be released from their school duties for these meetings.

Section 15 - Medical Services: The school Board agrees any aide who is required to perform supportive medical services will be provided training in the proper techniques for providing such services and will be supervised by an appropriate medical supervisor until the aide demonstrates competence in the techniques prior to being given any assignment requiring supportive medical services. Aides who object to being involuntarily transferred to a position requiring them to perform supportive medical services or who object to being assigned these types of duties may request a meeting with the appropriate district supervisor to request a different placement.

Section 16 - Medical Procedures: Non medical school district personnel shall not be allowed to perform invasive medical services that require special medical knowledge, nursing judgment or nursing assessment. These procedures include but are not limited to sterile cauterization, nasogastric tube feeding and cleaning and maintaining a tracheostomy or deep suctioning of a tracheotomy. Aides will not be required to administer injectable medication except in emergency situations.

Section 17 - Educational Incentives:

A. During the Level III internship, employees may be granted leave from their position to fill any vacant long term substitute position if they meet the qualifications of the long term substitute position. The employee may maintain health insurance and retirement benefits during the time they are in the long term substitute position which will include receiving the board's contribution towards all benefits normally paid for regular full time employees. A long term substitute may be hired to fill the resulting vacancy by the leave.

B. Paraprofessional employees who are hired as teachers will receive credit on the salary schedule for service in the Manatee County School District. One year of credit on the

teacher's salary schedule will be given for each two years of experience as a paraprofessional employee in the Manatee County School District up to a maximum of four (4) years credit on the teacher salary schedule.

ARTICLE VI

EMPLOYEE PROTECTION

Section 1 - Employee 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 an employee 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 employee'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 employee's sick leave.

ARTICLE VII

EMPLOYEE EVALUATION

Section 1 - Evaluation Procedures:

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

Principals may use formal or informal observations in the evaluation process. Principals may request teacher input in the observation process. However teachers will not be required to prepare or sign the evaluation instrument. All formal evaluations will be the responsibility of the school administration.

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

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

A paraprofessional may not decline to sign a completed evaluation form. This signature does not mean agreement with the content, but is a record that the paraprofessional has, in fact, seen the evaluation.

A paraprofessional shall not be requested, or required, to sign a blank or incomplete evaluation form.

A paraprofessional has the right to include an addendum to the written evaluation. Anonymous data shall not be placed in a paraprofessional's personnel file.

Section 2 - New Employee Observations: Section 2 - New Employee Observations: Employees who are initially employed at the beginning of the school year shall be observed no later than November 15th.

Section 3 - Evaluation Forms: The forms, as set forth in appendices "C", "D" and "E", for information purposes, shall be used for formal written observations, evaluations and employee

response to formal evaluation. The Association shall have input into the development or contemplated change of any such form.

Section 4 - Assessment Committee: The parties agree to have a committee to study the evaluation system for paraprofessionals and to recommend improvements. MEA will appoint 6 (six) representatives to the committee from the bargaining units represented by MEA. The Superintendent will appoint six (6) representatives from management to the committee. Until such time as changes an/or new forms are adopted by the parties, the current system and forms shall be used.

ARTICLE VIII

PAID LEAVES

Section 1 - Paid Leaves: Applications for leave must be made, in writing, on the "Request for Leave of Absence" form. Except in emergencies, employees shall be expected to request leave as much in advance as possible. In emergencies, employees shall request leave no less than two (2) hours prior to the arrival of students. Where circumstances support it, a principal may waive the two (2) hour notification requirement.

Section 2 - Personal Illness, Family Illness, Bereavement: An employee who is unable to perform his/her duties because of illness, incapacity due to maternity reason, or because of the illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his/her own household, and consequently has to be absent from his/her work, shall be granted leave of absence for sickness by the Superintendent or by someone designated in writing by him/her to do so.

Section 3 - Extent of Sick Leave: Each full-time employee shall be granted four (4) days of sick leave as of the first day of employment of each current year, and thereafter during the fiscal year shall be credited with one (1) additional day of sick leave at the end of each month of employment until the allowance for ten (10) month employees reaches ten days. The same provision shall apply for eleven (11) month employees until they have reached eleven (11) days, and for twelve (12) month employees until they have reached twelve (12) days. Leave not used during any fiscal year may accumulate without limit.

Section 4 - Illness in the Line of Duty: As outlined in Florida Statutes 231.41, any employee shall be entitled to illness-in-line-of-duty leave when he/she needs to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work, excluding common colds, flu and other sickness of this nature. A physician's statement verifying the nature of the injury or illness must be provided by the employee before illness-in-line-of-duty leave pay is granted. Furthermore, it is incumbent upon the employee to provide reasonable evidence that such illness was contracted or such injury was incurred during his/her line of duty. Such leave may be authorized for a total not to exceed ten (10) duty days during any school hear for illness contracted or injury incurred, from such causes as prescribed above, such leave not to be deducted from the employee's sick leave.
Request for additional line of duty leave shall be recommended at the discretion of the Superintendent. Upon the favorable recommendation of the Superintendent, the Board may approve up to the number of additional days recommended by the Superintendent.

Section 5 - Professional Leave: Employees may be granted leave for attendance at educational meetings, clinic, etc., while school is in session, when request has been made in writing to the Superintendent and approved by him/her as being in line of duty. During such leave personnel shall be paid as though they were on duty in the school.

Personnel normally employed for ten (10) months from year to year but given additional work in summer programs will not be eligible for a professional leave during this extra period of employment.

Professional leave is initiated by the individual for the benefit of the individual.

Section 6 - Assignment for Temporary Duty: Employees may be assigned to be temporarily away from their duties and places of employment for the purpose of performing other educational services including participation in surveys, professional meetings, study course, workshops, etc. Such assignment will ordinarily be initiated by the county school administration. Employees will receive regular pay and may be allowed expenses as provided by state law and county regulations. Approval of "assignment for temporary duty" must be secured in the same manner that leaves are approved. Temporary duty is a duty day for benefit of the school or county office.

Section 7 - Leave for Personal Reasons:

An employee shall be granted leave for personal reasons with pay of *five (5)* days per fiscal year from accumulated sick leave. An employee using such leave shall notify the principal, or his/her designee, at least 24 hours prior to taking such leave, except in cases of extreme emergency. *Use of leave for personal reasons before or after a holiday, during the first five (5) days or last five (5) days of the school year or during the first three (3) duty days or the last three (3) duty days of summer school must be applied for at least ten (10) days in advance.* Further, leave for personal reasons shall not be available on a given student day to over ten percent (10%) or five (5) employees maximum in a single school.

Leave for personal reasons shall be applied for in the same manner as other leaves prescribed by the Board.

"Personal reasons" shall be adequate explanation for such leave but it shall be understood to entail pressing personal problems or emergencies which cannot be resolved outside of regular employment hours.

Section 8 - Jury Duty or Subpoena Leave: Any employee called for jury duty or who is subpoenaed in any judicial matter in which he/she is not a principal party and, as a result is unable to be at work during working hours shall be entitled to paid leave for the period of time their presence is required in court. The employee on jury duty or subpoena leave may be required to submit the expense voucher prior to payment for the leave. However, the employee is not required to relinquish payment for jury duty to the Board.

Section 9 - Sick Leave Bank: Employees shall have the right to participate in the Sick Leave Bank and will be subject to its rules and regulations. Appendix "G" contains the rules and regulations of the Sick Leave Bank.

Section 10 - Military Leave - Call-up of Military Reservists - Beginning August 1, 1990, all regular fulltime employees who are reservists called to fulltime active military service and are

unable to complete contractual obligations to the Board shall be paid according to the salary schedule plus supplements for the first 30 days of such service. Thereafter, any such reservists shall have his or her total gross military pay supplemented up to the amount he/she was earning on the salary schedule plus supplements at the time they were called to active duty. For the purpose of administering this provision, the reservists shall be required each month to provide substantiation of total gross military pay by providing copies of the "monthly leave and earnings statement" or comparable certified information to the Board and shall provide a copy of his/her orders or comparable statement giving estimated length of fulltime active service. Such statement shall be updated as necessary by the employee. This provision may be used in lieu of, not in addition to, temporary military leave. Accrued leaves shall continue to accrue during any employee's absence approved pursuant to this provision.

Any reservists who are called to fulltime active military service will also be eligible to continue their School Board health insurance coverage by paying the employee's share of the cost of such coverage.

During the period of leave required by the call-up, the employee shall continue to maintain his or her seniority number. Upon returning from leave, the employee shall receive credit on the salary schedule for the time of the military call-up.

Section 11 - Use of Sick Leave by a Family Member:

An employee of the Manatee County School District may authorize his or her spouse, child, parent, or sibling who is also a district employee to use sick leave that has accrued to the authorizing employee. The recipient may not use the donated sick leave until all of his or her sick leave has been depleted, not including sick leave from a sick leave pool, if the recipient participates in a sick leave pool.

Donated sick leave under this provision shall have no terminal value to the recipient as provided in Article XIII of this contract and Florida Statute 231.40(3). However, unused donated sick leave will revert to the individual who donated it at the end of the fiscal year or upon termination of employment and shall maintain its value upon retirement.

Donated Sick Leave Authorization

I authorize the donation of _____ days of sick leave to

_____ _____
(name of person) (position)

who is related to me as a ( ) spouse, ( ) parent, ( ) child, ( ) sibling. (check one)

I understanding this form will authorize deduction of the stated days from my sick leave and the donation of these days to the person named on this form.

_____
(Date)

_____ _____
(Signature and position of person authorizing donation of leave.)

ARTICLE IX

UNPAID LEAVES

Section 1 - Full-time Military Leave:

A full-time employee (except hourly or daily paid employees) of the Board may be granted a military leave of absence, without pay, provided that:

He is inducted into the Armed Services via Selective Service Act or he volunteers in lieu of induction.
He enlists in the Armed Services during the period our forces are engaged in combat.

He is recalled to active service from a reserve status.

The conditions and benefits of a military leave of absence for a full-time regular employee are as follows:

He is to be considered as being in continuous employment of the Board during his period of service and shall receive all benefits of employment upon his return that would normally accrue to him if he had been actually filling his position (except time in military service is to count as void for credit toward continuing contract and continuous service).

Credit will be given on the employee's salary schedule for each year.

He is to return tc the employment of the Board within sixty (60) days after receiving his final discharge or present evidence of his physical disability to return.

If after the combat period is over, he refuses final discharge in order to lengthen or accept another period of service, he will forfeit his rights under this regulation.

Section 2 - Unpaid Leaves: Unpaid personal leaves are provided according to the following guidelines for the following purposes: leave of absence for personal reasons, sick leave, child care leave and professional leave.

A. **Unpaid sick leave**:

1. Unpaid leave, satisfactorily substantiated by medical evidence, requested for illness, illness or death of a family member, and illness or incapacity due to pregnancy related reasons shall be granted.

2. The employee may be required to provide satisfactory documentation for the necessity for such leave, if requested.

3. Unpaid leaves requested for illness will be granted only when all accumulated paid sick leave is exhausted.

4. The beginning and ending dates of such leaves shall be based on medical opinion.

5. Sick leave shall not be granted for a period longer than the remainder of the year in which the request is made and one full additional school year.

B. Unpaid leave for other reasons:

1. Requests for unpaid leaves for reasons other than illness shall be recommended at the discretion of the Superintendent or designee.

2. Unpaid leave will be granted in order for an employee to take employment elsewhere. This shall include the opportunity to work in a Charter School. Employees will notify the Office of Personnel Management in writing by March 1 of their intent to return to work for the following year. This date will apply district wide to notification for return from unpaid leaves other than illness or military leave.

3. Except in emergencies, unpaid leave requests shall be made prior to May 1, of the school year preceding the school year during which the leave is to be taken if such leave is to commence at the beginning of the school year. Any such leave shall be for the entire school year unless other arrangements are more beneficial to the school district, as determined by the Superintendent or his designee.

4. Leaves requested during a school year shall normally commence with the end of a grading period and shall be for the remainder of the school year unless other arrangements are more beneficial to the school district, as determined by the Superintendent or his designee.

5. Leave requests shall be for a specific period of time not to exceed any portion of a year. An employee may request leave for one additional school year.

6. Employees may be required to provide satisfactory documentation for the necessity of the requested leave.

Section 3 - Insurance Overages: Any employee granted a leave of absence as provided in this Article shall be given the opportunity, if the carrier permits, to continue insurance coverage in existing school programs during the leave, provided that the full premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due. It is the employee's responsibility to handle all arrangements with the payroll office. Employees wishing to continue VISTA coverage shall make arrangements with PESCO for payment directly to them.

Any employee who is employed or on compensable leave for a minimum of 99 days during the work year and who is also approved to take unpaid sick leave for his or her own personal

terminal illness or the terminal illness of a spouse or child who is a member of the employee's household shall be entitled to have the Board's share of the employee's health insurance paid through June of the year in which the unpaid leave commences.

Section 4 - State Retirement: In accordance with the Rules and Regulations of the State Retirement System, an employee on leave shall have the option to remain an active participant in the State Retirement System by contributing thereto the full amount he/she would have been required to contribute if actively employed in the school district, as well as any amount the school system would have contributed had the employee remained on active duty.

ARTICLE X

VACANCIES, TRANSFERS AND PROMOTION

Section 1 - Posting of Vacancies:

Known vacancies for the following school year shall be posted for ten (10) workdays starting on the first workday in April and continuing through the first day of work for teachers in August. Vacancies which occur after the first teacher workday through the remainder of the school year shall be posted for five (5) workdays in all school buildings. Postings will include vacancy notices being placed on the district web site, electronic bulleting board, job vacancy recordings and in written form at school sites and the district office and at summer school program job sites.

Section 2 - Involuntary Transfers:

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

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

B. When it is necessary for a Teacher Assistant to be transferred from a program in particular school, the Teacher Assistant within that program at that school with the least county-wide seniority shall be transferred if there are no volunteers from that program. Examples of programs are: Chapter I Basic, Chapter I Migrant, Study Hall, and Time Out.

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

Section 3 - Voluntary Transfers:
An employee who desires a transfer may request, in writing, that his/her file be placed in the active application file. This request shall contain the reason for the transfer, the school and the level desired. The personnel record of the employee will then be made available to principals as the vacancies occur in the area of the request. Transfer requests are made on an annual basis.

Section 4 - Other Transfers:
Employees facing transfer caused by the building of a new school, the consolidation of present schools, the loss of student enrollment or a change in the unit allocation formula shall be notified of any existing vacancy or vacancies of the kind from which he/she is to be transferred and shall

continue to be so notified for a period of six (6) months after notification of the impending transfer. Employees may request in writing to the Director of Personnel that the notification continue for an additional 6 months.

ARTICLE XI

COMPENSATION AND HEALTH INSURANCE

Section 1 - Salary

The salary schedule shall be as set forth in Appendix "A."

In any year in which bargaining is concluded prior to the legislature's adoption of the state education budget, either side will have the ability to reopen bargaining if the funding for the Manatee County School District, through the FEFP appropriations, is more than +/- 2% per student different than had been anticipated in the bargaining process.

Section 2 - Commitment of the Parties

The Manatee Education Association agrees to work with the Manatee County School Board to ensure the continued actuarial viability and stability of the insurance fund by negotiating any necessary plan and rate changes.

The Manatee County School Board will provide the cost of the health insurance plan as defined by the provisions of Section 4.

Any change in health insurance benefits and/or premiums will be negotiated between the Board and the Association before the Board takes action on any change.

Any change in the cafeteria plan shall be negotiated between the Board and the Association. This does not give the MEA the right to negotiate the specific plan administrator.

Section 3 - 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 8 members. 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 Gyn checkups including appropriate tests such as PSA's and Pap smears at no or reasonable costs to employees.

A RFP (Request for Proposals) will be developed by the Insurance Committee to be issued in the early spring of 2004 with the intent to permit a change in insurance carriers for the 2004-2005 school year, if such a change is beneficial to the Board and its employees.

Section 4 - Plan Design

A. General Provisions of the Plan are as follows:

2007-2008 Rates

Employee	$47.25
Employee plus 1	$210.00
Family	$236.25

Deductibles:

1. Once individual deductible ($500) is met, that individual will have eligible services reimbursed at 80% in-network and 60% out-of-network.

2. Once the family deductible ($1,000) is met cumulatively, all family members will have eligible services reimbursed at 80% in-network and 60% out-of-network.

3. Apply deductibles on a yearly (12 month) basis.

Lifetime Maximums increase to $5,000,000.
Second Surgical Opinion – There shall be no requirement of a second surgical opinion.

ALTERNATIVE PLAN

A second (alternative) plan with increased deductibles, increased out-of-pocket maximums, and increased prescription co-pays in excess of deductible will also be offered. A summary of benefits of this alternative plan are attached to and made a part of this tentative agreement. The premiums for this alternative plan shall be:

Employee	$10.50
Employee plus 1	$157.50
Family	$183.75

For further information, see Plan Design in Appendix E.

B. **Prescriptions** - Prescription drug co-pays will be as follows:

	Blue Choice	Blue Option Alternative
Retail: (30 day supply)		
Generic:	$ 5.00	$10.00
Preferred Brand Name	$20.00	$25.00
Non-preferred Brand name	$35.00	$40.00
Mail Order: (90 day supply)		
Generic:	$10.00	$20.00
Preferred Brand Name	$40.00	$50.00
Non-preferred Brand Name	$70.00	$80.00

C. **Medical Emergency Transport** - Transport to the Hospital due to a sudden onset of a Medical Emergency is a covered benefit.

Medical Emergency: A person's sickness or injury of such nature that failure to get immediate medical care could put the person's life in danger or cause serious harm to the person's bodily functions. Some examples of a Medical Emergency are: apparent heart attack including, but not limited to, severe, crushing chest paid radiating to the arms and jaw; cerebral vascular accidents; severe shortness of breath or difficulty in breathing; severe bleeding; sudden loss of consciousness; convulsions, severe or multiple injuries, including obvious fractures; severe allergic reactions; cyanosis; medical emergencies of blind persons, paraplegics, or quadriplegics which make transportation to the hospital difficult; apparent poisoning. Some examples of conditions that are not usually Medical Emergencies: cold; influenza; ordinary sprains; children's ear infections; nausea; and headaches. In connection with the pregnancy of a Covered Person, a term delivery, whether vaginally or by cesarean section, is not a Medical Emergency.

D. **Outpatient Surgery, Laboratory, and X-ray** – Outpatient surgery, laboratory, and x-ray procedures are subject to deductible and applicable co-payments.

E. **$200 Per Employee Preventative Care Benefit** - Preventive care benefits shall include annual physical exams, health screenings, immunizations and lab tests designed to aid in the early detection and prevention of serious health conditions. Preventive services shall be paid by the health plan if they are performed by a licensed healthcare provider. Services that are considered investigational or experimental and alternative medicine therapies are not included in the preventive care benefit. The preventive care benefit is up to $200.00 per covered employee each calendar year effective January 1, 2004. The $200 adult wellness payment (CYD is waived) will apply to all adult members of the plan (age 17 and above). There will be no member cost for Mammograms which will not be charged to the $200 adult wellness payment.

F. **EAP** - The superintendent shall establish a committee to develop an Employee Assistance Program (EAP) which shall include two members appointed by the Manatee Education Association. The committee shall not exceed 8 members. The EAP shall be open to all employee groups. Such EAP shall operate within the funds identified for this purpose.

G. **Terminally Ill Employees** - Any employee who has credit for a minimum of 2 years of service with the School Board, who, at the time of the leave, is covered under the Board health insurance plan and who is terminally ill or has a family member who is terminally ill shall have the School Board portion of his or her insurance premium paid by the Board for up to 12 months from the date that the individual begins his or her unpaid sick leave.

Any documentation of terminal illness shall remain confidential and not be placed in the personnel file of the employee.

Section 5 - Placement on the Salary Schedule

A. **Creditable Experience on the Salary Schedule:** Paraprofessional employees shall be given credit for all Manatee County district prior teacher, school secretary and paraprofessional experience and shall receive credit for up to 8 years of verifiable out of county public school experience, secretary, teacher aide or teacher assistant experience. Changes in this provision will be in effect beginning with the implementation of this contract.

B. **Reassignment:** When a teacher is reassigned to a teacher aide position, the teacher assistant's pay will remain the same for the school year in which the reassignment is made. At the beginning of the next school year, the individual's pay will be set at the lower of:

1. The step at which the employees' hourly rate falls on the aide schedule, or,

2. The maximum of the aide schedule.

No increment shall be awarded in the new fiscal year.

Where reassignment is the result of an employee applying for a position in a lower pay grade, the employee will be placed at this current step on the aide schedule.

C. **Definition of Creditable Experience:** : One year of creditable experience shall be awarded based upon the employee working at least one day more than half of the work year required by the position in which the prior experience was gained.

Section 6 - Overtime and Compensatory Time

The workweek for employees shall be from Sunday through Saturday. The employees" schedule during the workweek shall be determined by the Principal. Any employee who works more than forty (40) hours during any workweek shall be entitled to overtime pay or compensatory pay. All paid leaves and holidays taken within the workweek shall count toward calculating time worked during the workweek. Overtime pay and compensatory time above forty 40) hours in any workweek shall be compensated at time and one-half except Sundays and holidays which shall be compensated at double time. The parties understand the needs of the schools vary, which may occasionally require schedule changes. In lieu of overtime pay, an employee and his/her supervisor may agree to compensatory time at the rate of one and a half (1-1/2) times the amount worked. Except by mutual agreement, compensatory time must be taken within 90 workdays after it is earned.

Principals or supervisors shall inform appropriate teachers and paraprofessional of employer and employee wage and hour obligations at the beginning of each school year. Principals and/or supervisors shall consider these obligations when preparing paraprofessional schedules.

Section 7 - Fringe Benefits:

A. Life Insurance: A Term Life Insurance Policy will be paid by the Manatee County School Board in an amount equal to twice the employee's annual salary with option to increase

amount for a nominal rate. Until December 31, 2007, the School board will provide a contribution of .10 per employee, per month for all employees who purchase a second salary level of life insurance. After January 1, 2008, the purchase of optional life insurance will be the responsibility of the employee.

B. Worker's Compensation: Teachers on worker's compensation leave shall be permitted to supplement such payments with their own accumulated sick leave benefits, up to their regular daily rate of pay. Deductions for use of sick leave will be made according to past practice, unless otherwise agreed. Sick leave bank may not be used for worker's compensation absences.

C. Payroll deduction for a Tax Shelter Annuity.

D. Master Plan for Inservice Education.

E. The number of PESCO deduction slots requested by MEA for which the MEA shall hold the School Board harmless and indemnify the Board against all liability resulting from such deductions. Additional slots will be available in July, 1999.

F. The Superintendent shall establish a committee to develop an Employee Assistance Program (EAP) which shall include two members appointed by MEA. The committee shall not exceed 8 members. The EAP shall be open to all employee groups. Such EAP shall operate within the funds for this purpose.

Section 8 - Employees 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, teachers shall receive their paychecks on the last workday prior to the payday.

2. Employees shall receive one check equivalent to four pays on the 10th of May. Their final paycheck will be paid on June 25 Employee's December 25th check will be deposited into employees' bank account on the last workday prior to the holiday for the District office.

3. Summer School Payday – Summer school worked in June shall be paid on July 10th . Summer school worked in July shall be paid on the employees' last workday.

4. 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.

5 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.

Section 9 - Payroll Errors: Payroll errors that are not the result of employee error shall be corrected within five (5) days of notification unless the employee and the Board mutually agree to extend the correction period.

It is the Board's intent to extend the date for those employees who have been inadvertently overpaid.

Section 10 - Legal Services Indemnification

It is the policy of the School Board of Manatee County, Florida, that legal services for School Board members, Superintendent of Schools, School Board Attorney, officer, employees, and present or former agents of the School Board who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities be afforded legal services.

The School Board may authorize:

1. coverage by legal liability insurance; or,
2. provision of legal services by the School Board Attorney, or special counsel; or,
3. reimbursement of reasonable expenses of legal services upon successful defense, or
4. all or a combination of the above (a) through (c).

However, in any case in which the officer or employee pleads guilty or nolo contendere or is found guilty of any such action, the officer or employee shall reimburse the School Board for any legal services supplied pursuant to this section.

The policy of the School Board is that upon affirmative action of the Board, School Board members, Superintendent of Schools, School Board Attorney, officers, employees, and present or former agents may be reimbursed for any judgment which may be granted against him or her in a civil action, and for damages, costs, and attorney's fees.

Defense of the legal actions governed by this policy shall include but not be limited to, any civil rights lawsuit seeking relief personally against such officers, employees, present or former agents, School Board members, Superintendent of Schools, and School Board Attorney, under color of state law, custom, or usage. Any personal final judgment including damages, costs, and attorney's fees may be paid unless it has been determined by the School Board and the final judgment that the harm was caused intentionally.

In the event the School Board provides legal liability insurance, it is the policy of the School Board that:

a. the provisions of this policy providing for legal services and indemnification, shall also pertain and be available for School Board members, Superintendent of Schools, School

Board Attorney, officers, employees, and present or former agents, in the circumstances set forth in (b) immediately following.

b. legal service and indemnification for any "gap" caused by a deductible provision in any legal liability policy; and legal service and indemnification for all areas of exclusions from coverage set forth in such a policy.

Section 11 - Fingerprinting costs

Any school district finger printing and/or criminal background check of any currently employed paraprofessional required as a result of changes in Florida or Federal Statutes shall be provided free of cost to the paraprofessional.

Section 12 - 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.

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 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

- My spouse or I have taken an unpaid leave of absence

Employees who have had a significant change in their family's health insurance coverage since August, 1991 and were ineligible to be covered by the health plan without proof of insurability at the time of the change shall be eligible to be covered without proof of good health by providing proof to the Plan Sponsor of the significant change prior to December 16, 1994.

Section 13 – Summer School Salary: For Summer School, the hourly rate for working Summer School shall be same hourly rate as earned during the regular school year that precedes Summer School. The basic employees' salary schedule shall be used to determine his/her hourly rates.

Section 14 – Substitute Pay: Aides who are officially assigned by the Principal or his designee as a temporary substitute for one half day or more shall have the option of being paid the hourly rate of the substitute or the regular hourly rate as determined by the aide receiving the assignment. The request must be made by the employee to the personnel office.

Section 15 – Equity in Pay: A joint committee with three appointments by MEA and three appointments by the Superintendent or his designee will be formed to research the issue of equity in pay, advancement and training by the Manatee County School District as it related to the job titles with similar educational requirements in other units or non bargaining positions. The committee will complete its findings in written form no later than May, 1998. The committee will represent an intent to explore the possibility of collaborative bargaining.

Section 16 – Learn and Earn: All Paraprofessionals shall be eligible to participate in the Manatee county School District Learn and Earn program effective July 1, 2006. All qualified inservice points earned on or after July 1, 2003 will be credited toward the Learn and Earn program for each paraprofessional who otherwise meets the requirements of the program. Learn and Earn is a program of educational salary incentives as follows:

1. 90 Points	$125.00
2. 180 Points	$250.00
3. 270 Points	$375.00
4. 360 Points	$500.00
5. 450 Points	$625.00
6. 540 Points	$750.00
7. 630 Points	$875.00
8. 720 Points	$1,000.00

When an employee achieves 90 points, he/she will be entitled to a salary supplement of $125.00 to be paid the following November. That supplement will be paid for 10 years if he/she is continuously employed. He/she may continue to learn, and earn points, and in a subsequent year will be eligible to earn additional points, which will be paid for up to 10 years. Since salary supplements are paid for a total of 10 years, he/she may receive incremental supplements in each year for any points earned during the past 10 years. (With the exception of the initial years, for which credits must have been earned subsequent to June 30, 2003)

HOW TO EARN POINTS

Any eligible paraprofessional who participates in a qualified Professional Development Course through the Staff Development Department may earn inservice points if the activity is a job-related, regularly scheduled workshop, seminar, conference, course, or other activity with a definite beginning date and ending date with definite hours. The inservice points will be computed as points per hour of attendance. All Professional Development Courses must be approved in advance by the Resource Specialist for Support Staff Development. (With the exception of points credited prior to the ratification of this Agreement for the 2006-2007 school year.) Professional Development Courses offered by the Manatee County School District that are supported by the Learn and Earn program will appear in the on-line training registration. Course offerings may be determined in response to needs assessments, and/or training recommended by a supervisor during an employee's performance evaluation.

ARTICLE XII

PAID HOLIDAYS

Section 1 - Designated Days:

The school Board shall grant six (6) paid holidays to Teacher Assistants and seven (7) paid holidays to Teacher Aides. Holidays for the Aides shall be Labor Day, Memorial Day, New Year's Day, Florida Festival Heritage Day or President's day, Thanksgiving Day, Christmas Day and a Discretionary Day. Holidays for Teacher Assistants shall be the same as for classroom teachers.

Section 2 - Conditions:

Any employee who is on the payroll or compensable leave on the workday preceding or following a paid holiday shall be paid for the paid holiday which falls next to the paid leave or compensable workday. Any employee whose last workday before termination, resignation or retirement falls on the last workday before a holiday shall not be entitled to holiday pay. Any employee whose first day of employment begins on the first workday following a holiday shall not be entitled to holiday pay for any holiday preceding the first workday.

ARTICLE XIII

GRIEVANCE PROCEDURE

Section 1 - Definitions: In the interpretation and construction of this grievance procedure, the terms hereinafter set forth are defined as follows:

Subdivision 1 - Grievance: A grievance shall mean an allegation by a teacher, a group of teachers, or the Association, resulting from a dispute or disagreement as to the interpretation or application of this agreement.

Subdivision 2 - Grievant: A teacher or group of teachers in the appropriate unit, and the Association, having an alleged grievance.

Subdivision 3 - Days: In any place in this grievance procedure where the grievant is required to take any action within a certain number of days, same shall be construed to mean the work days for the particular grievant. In any place in this grievance procedure where the person charged with the responsibility of making a decision is required to take any action within a certain number of days, same shall be construed to mean the work days for the particular person.

Subdivision 4 - Extension of Time Limits: Extension of the time limits in this grievance procedure may be granted due to extenuating circumstances. Extensions shall be granted by mutual agreement in writing by the parties at whatever level of processing the grievance may then reside.

Subdivision 5 - Definition of PERC: Hereinafter PERC shall mean Public Employees Relations Commission.

Subdivision 6 - Definition of AAA: Hereinafter AAA shall mean American Arbitration Association.

Section 2 - Procedure: The procedure in the handling and processing of grievances by teachers covered by this agreement shall be:

Subdivision 1 - Informal Conference: Before a formal grievance presentation is filed the grievant and his/her supervisor shall attempt to resolve the alleged grievance in an informal conference. The grievant shall inform the supervisor that the meeting is for the purpose of attempting to resolve a potential grievance.

Subdivision 2 - Formal Grievance Presentation: The formal grievance presentation required in Steps One, Two and Three shall be in writing signed by the grievant on the proper form. If the Association is the grievant, or the grievance is on behalf of a group, a teacher affected shall be listed on the grievance form along with a description of the group affected if the grievance affects more than one teacher.

The statement of the alleged grievance shall include the date said alleged grievance occurred, or the date upon which the grievant obtained knowledge of the alleged grievance and a statement of the facts and circumstances surrounding the interpretation or application of this agreement. Copies of supporting documents or other demonstrative items of evidence may be attached to said formal grievance presentation, or may be incorporated therein by specific reference thereto.

A. **Step One, Formal Grievance Presentation and Decision of Principal:** Within thirty (30) days of the time the alleged grievance occurred or within thirty (30) days of the time the grievant obtained knowledge of the alleged grievance, the grievant may submit a formal grievance presentation to his principal. In a matter beyond the principal's control, the grievance may be submitted to the Superintendent, who shall determine the appropriate administrator to be assigned. The administrator shall have ten (10) days from the receipt of said formal grievance presentation with which to render a written decision on the merits of the alleged grievance.

B. **Step Two, Decision by the Superintendent:** In the event the grievant is not satisfied with the disposition of the alleged grievance at Step One, then and in that event the grievant may within ten (10) days of receipt of the written decision from Step One, submit a formal grievance presentation to the Superintendent. The Superintendent shall have ten (10) days from the date said formal grievance presentation is received by said Superintendent with which to render a written decision on the merits of said alleged grievance. The decision of the Superintendent regarding the merits of the alleged grievance is final, unless the grievant wishes to appeal the alleged grievance to Step Three, Arbitration.

C. **Step Three, Binding Arbitration:**

1. **Procedure:** In the event the grievant wishes to appeal the decision of the Superintendent, the grievant and only the grievant, may request that the grievance be submitted to arbitration within ten (10) days of the Step Two decision. Written notice of this action shall be submitted to the Superintendent.

2. **Selection of Arbitrator:** Upon submission of a grievance to arbitration under the terms of this procedure, the parties shall attempt to agree upon the selection of an arbitrator within five (5) days after the request to arbitrate. If no agreement on an arbitrator is reached after five (5) days the grievant may request AAA to initiate procedures for the selection of an arbitrator, provided such request is made within ten (10) days after request for arbitration. Failure to request an arbitrator from the AAA within the time periods provided herein shall constitute a waiver of the grievance.

3. **Submission of Grievance Information:**

   a. Upon appointment of the arbitrator, the appealing party shall within five (5) days after notice of appointment forward to the arbitrator, the submission of the grievance which shall include the following:

      The issue involved,

Statement of the facts,

Position of the grievant,

The written documents relating to the grievance,

b. The School Board shall make a similar submission of information relating to the grievance either before or at the time of the hearing.

4. **Hearing:** The grievance shall be heard by a single arbitrator. The grievant shall be present and the parties shall have the right to a hearing at which time both parties will have the opportunity to submit evidence, offer testimony, present witnesses, and make oral or written arguments relating to the issues before the arbitrator.

5. **Decision:** The written decision by the arbitrator shall be rendered within thirty (30) days after the close of the hearing. Decisions by the arbitrator shall be final and binding upon the parties.

6. **Expenses:** Each party shall bear its own expenses in connection with arbitration, including expenses relating to the parties' representatives, witnesses, and any other expenses which the party causes to be incurred in connection with presenting its case in arbitration. The cost of substitute teachers for personnel called as witnesses shall be paid by the calling party. The parties shall only share equally, fees and expenses of the arbitrator.

7. **Restriction on Arbitrator:** The arbitrator shall not have the power to add to, subtract from, modify, or alter there terms of this agreement.

Subdivision 3 - Alleged Grievances by a Group:

In the event the facts and circumstances constituting the alleged grievance are substantially the same for two or more grievant(s), at more than one work location, then and in that event the two or more grievant (s) having substantially the same alleged grievance may at their election, submit a single formal grievance presentation signed by each of said grievant(s). The alleged grievance by a group asserted in and by said single formal grievance presentation shall then be handled and processed in the same manner as provided in this grievance procedure for other formal grievance presentations beginning at Step Two.

In the event there are two or more grievant(s) in the same school or work location with substantially the same grievance, the grievance shall be filed at Step One.

Section 3 - Related Provisions:

Subdivision 1 - Representation: Teachers shall have the right of Association representation at each step of the grievance procedure and shall be required to be present at Step 3. Nothing in this

part shall be construed to prevent any teacher from presenting, at any time, his own grievance, in person or by legal counsel, and having such grievances adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement and if the Association had been given reasonable opportunity to be present at any meeting called for the resolution of such grievances.

A grievant may discuss, but not be required to discuss, their grievance without their chosen representative being present. A grievant shall not be represented by any person who might be required to take action, or against who action might be taken, in order to adjust the grievance, or by a representative of any other employee organization.

Subdivision 2 - Time Limitations: In the event a grievant does not institute Step One of the grievance procedure within thirty (30) days of the time the grievant obtained knowledge of the alleged grievance, or within thirty (30) days of the time the grievant should have obtained knowledge of the alleged grievance, then and in that event the grievant shall be deemed to have waived the alleged grievance. In the event the grievant does not institute the procedure set forth in Steps Two, and Three, within the time herein above prescribed for each particular Step, then and in that event the grievant shall be deemed to have waived the right of said grievant to proceed with the grievance procedure and shall be deemed to have accepted the written decision rendered at the previously completed Step. If a written decision is not rendered at Steps One or Two with the time herein above prescribed in each particular Step, the grievant may proceed to the next Step of the grievance procedure. The time limitations set forth in this grievance procedure may be waived or extended according to Section 1, Subdivision 4 of this Article.

Subdivision 3 - Decision Making: In arriving at a decision in Steps One, Two, Three, and Four the person charged with the responsibility of making the decision shall examine the formal grievance presentations, together with any supporting documents attached thereto. Said persons shall confer with the grievant and may take statements from, questions, or confer with any other employee or person who may have actual knowledge of facts material to making a decision.

Subdivision 4 - Fair Dealing: The School Board, its members, officers, agents and employees shall not in any manner intimidate, harass, or make reprisals against a grievant who has asserted an alleged grievance merely because said grievant has exercised the right of following the grievance procedure set forth herein. The formal grievance presentation, the written decision rendered in connection therewith and all other appropriate documents in connection with any alleged grievance shall be kept by the School Board as a separate file and no part or portion thereof shall be included or noted in the personnel file of any particular grievant.

Subdivision 5 - Resolution: Notwithstanding the expiration of this agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.

ARTICLE XIV

PERSONNEL FILES

Section 1 - Personnel Files:

Employees shall be permitted to see their county office personnel file, except for confidential letters of recommendation, upon reasonable request, and may duplicate any information in the files at their own cost. No derogatory letters, reports or statements shall be placed in the employee's file without the employee's knowledge. If the employee so desires, he will be given an opportunity to make a written statement of defense to be attached to any statement. Any derogatory material 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 b placed into the employee's file according to one of the following procedures:

A. 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 received such material. The employee's signature does not indicate agreement with the content of the material.

B. 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.

C. 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.

The Board shall maintain an employee's file only at the county office. Any file kept by the immediate supervisor shall contain only those materials for current evaluation data. A paraprofessional shall also be permitted to see this file upon his/her reasonable request. Anonymous data shall not be placed in a paraprofessional's file.

ARTICLE XV

DURATION AND RATIFICATION

Section 1 - Duration of Agreement:

This agreement shall be for a three-year period, July 1, 2007 through June 30, 2010. Article XI will be open for the 2008-2009 and 2009-2010 school years. In addition each party may re-open two sections of the agreement for bargaining for the 2008-2009 and 2009-2010 school years. The parties may mutually agree to re-open any provision of the contract at any time.

Section 2 - Effect:

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

Section 3 - Finality:

Any matters relating to the current contract terms whether or not referred to in this agreement shall not be open for negotiations during the duration of this agreement except as required by law or by both parties mutual agreement.

Section 4 - Severability:

The provision 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.

RATIFICATION AGREEMENT

The execution of this Ratification Agreement by the respective parties evidence that this Ratification Agreement and the terms and conditions hereof have been ratified pursant to section 447.309, Florida Statutes (2006) by the employees who are members of the particular bargaining unit and by the School Board at a special meeting on May 23, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Ratification Agreement to be executed this 23rd day of May, 2007.

BARGAINING AGENT:

MANATEE EDUCATION ASSOCIATION

By: _____
Patricia Barber
President

By: _____
Art Fazio
Business Agent

PUBLIC EMPLOYER:

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Dr. Roger Dearing
Superintendent

By: _____
Dr. Patricia E. Lucas
Assistant Superintendent

RATIFICATION PARAPROFESSIONALS AGREEMENT

The execution of this Ratification Agreement by the respective parties evidence that this Ratification Agreement and the terms and conditions hereof have been ratified pursuant to section 447.309, Florida Statutes (2006) by the employees who are members of the particular bargaining unit and by the School Board at a special meeting on May 23, 2007.

IN WITNESS WHEREOF, the parties hereto have caused this Ratification Agreement to be executed this 19th day of May, 2009.

Bargaining Agent
Manatee Education Association

By: _____
Patricia Barber
President

By: _____
Art Fazio
Business Agent

Public Employer
School Board of Manatee County, Florida

By: _____
Tim McGonegal
Superintendent

By: _____
Herb Tschappat
Assistant Superintendent

ARTICLE XVI

DISMISSAL DURING THE SCHOOL YEAR

No regular paraprofessional will be dismissed or deprived of salary or fringe benefits during the term of the school year without just cause. All regular paraprofessionals dismissed during the school year shall be entitled to utilize the grievance procedure.

ARTICLE XVII

SICK LEAVE BANK

Section 1 - Membership: An employee with at least six (6) days of accrued sick leave as of the date of application may enroll in the Sick Leave Bank by voluntarily authorizing contribution of a newly earned sick leave day to the bank during a two-week period between August 16th and October 16th of any school year. A sick leave day donated to the bank by an employee will not be returned to the employee except as authorized hereinafter.

Section 2 - Establishment and Duration: The Sick Leave Bank will not come into existence until at least three hundred (300) days are deposited and shall remain in existence until terminated through the collective bargaining procedure.

Section 3 - Replenish Contribution: After the bank is established, all participating members shall contribute one (1) additional newly accrued day each time the bank reaches a balance of 25% of the number of participants. When it becomes necessary to replenish the bank, contributions shall be equally required of all members participating.

Section 4 - Bank Utilization: In the event of catastrophic illness or injury (as defined by the sick leave bank committee), of a participating employee necessitation the employee's absence from work over an extended period of time, a participating employee who meets the definition of having a catastrophic illness or injury may receive paid leave under the following conditions:

A. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident or injury.

B. Any employee wishing to draw from the Sick Leave Bank must have been absent for more than thirty (30) consecutive work days, ten of which shall have been without pay, in order to qualify. Once the employee has qualified, the employee shall be paid retroactively for the ten days without pay.

C. An employee must have exhausted all sick leave to become eligible for sick leave bank benefits.

D. An employee may not receive benefits for any illness or injury arising prior to January 1st following the employee's enrollment in the Sick Leave Bank.

E. Application for use of the Sick Leave Bank must be made five (5) calendar days in advance of anticipated need. Such application shall include:

   1. A doctor's statement certifying the illness and the necessity for the protracted leave.

2. Certification by the employee of the date on which all sick leave will be exhausted and the date on which the Sick Leave Bank is to be used.

3. If surgery is involved, the doctor must certify that the surgery may not be scheduled during non-working periods because to do so would be detrimental to the health of the Sick Leave Bank applicant.

F. An employee may draw a maximum of one-hundred (100) days for any one illness or injury.

G. An employee, who is a member of the Sick Leave Bank, shall not be eligible to use sick leave from the bank if the employee is on injury or illness-in-the-line-of-duty, worker's compensation or other approved leaves.

H. The Sick Leave Bank may not be used for elective surgery which can be planned to occur during non-working times. The question of elective or necessary surgery shall be determined by the physician in charge of the case. Two doctors' concurring diagnoses may be required.

I. Two doctors' diagnoses may be required stating that because of the psychological disorder the employee is unable to perform required duties for any psychological disorder which does not require hospitalization before an employee may use the Sick Leave Bank.

Section 5 - Second Medical Opinions: The Sick Leave Bank Committee and/or the Superintendent may require additional medical information or a second medical opinion of a Bank applicant. This requirement for additional information must be made prior to the decision of the Sick Leave Bank Committee on the applicant's request or prior to extension of the leave by the Sick Leave Bank Committee, whichever is applicable.

Any necessary medical opinions are the expense of the applicant.

Section 6 -Maximum Allowable Days Per Illness: When determining the maximum number of allowable days per illness or injury, the Sick Leave Bank Committee shall use the Medical Target Data Guide from International Rehabilitation Associates, Inc., as a guide. The parties recognize the many illnesses and injuries listed in the Guide may have a recovery period shorter than that indicated in the Guide and in no event shall the Committee approve more days than is certified as necessary by the employee's physician, even if this number of days falls below the minimum indicated in the Guide. The Committee shall approve no more than the maximum number of days of disability indicated in the Guide for any illness or injury unless the employee's physician certifies that a specific complication has necessitated a longer disability. Upon such certification, the Committee may grant additional Sick Leave Bank days. The maximum allowable days shall include the days used by the employee from his/her own accumulated sick leave.

Section 7 - Approval of Requests for Utilization: The Manatee Education Association shall appoint five (5) member representatives and one (1) paraprofessional representative and the Superintendent shall appoint two (2) administrative representatives to a committee whose purpose is to determine the validity of claims against the bank.

Section 8 - Participation Abuse: If an employee is found to have abused the use of the Sick Leave Bank, the employee shall repay all of the sick leave credit drawn from the bank and be subject to such other disciplinary action as determined by the School Board through appropriate established procedures.

Section 9 - Withdrawal of Participation: A participating employee who chooses to withdraw from participation in the Sick Leave Bank shall not be eligible to withdraw any sick leave already contributed. Withdrawal will be effective one (1) pay period after the employee initiates his/her intent to withdraw to the Personnel Department.

ARTICLE XVIII

TERMINAL PAY

Section 1 - Benefits Upon Early Retirement:

A. Each full-time employee of the bargaining unit shall be eligible for terminal pay at early retirement if the employee is eligible for retirement benefits at the time of separation, and has applied for retirement in accordance with the following formula:

1. During the first three (3) years of service in Manatee County, the daily rate of pay multiplied by 35 percent times the number of days of sick leave accumulated in Manatee County.
2. During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by 40 percent times the number of days of sick leave accumulated in Manatee County.
3. During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by 45 percent times the number of days of sick leave accumulated in Manatee County.
4. During and after the tenth (10th) year of service in Manatee County, the daily rate of pay multiplied by 50 percent times the number of days of sick leave accumulated in Manatee County.
5. No employee shall take a reduction in benefits over the administrative practice which was in effect prior to implementation of this provision.

6. Early retirement is defined as retirement in which the employee is eligible to receive and has applied for retirement benefits from The Florida Retirement System, but does not meet the requirements for normal retirement.

B. Benefits Upon Normal Retirement: Each full-time employee of the bargaining unit shall be eligible for terminal pay at normal retirement if the employee is eligible for normal retirement benefits at the time of separation, and has applied for retirement in accordance with the following formula:

1. During the first three (3) years of service in Manatee County, the daily rate of pay multiplied by 35 percent times the number of days of sick leave accumulated in Manatee County.

2. During the next three (3) years of service in Manatee County, the daily rate of pay multiplied by 40 percent times the number of days of sick leave accumulated in Manatee County.

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

4. Upon receiving credit for the 10th year of service and to the date on which the employee receives credit for the 15th year of service in Manatee County, the daily rate of pay multiplied by 50 percent times the number of days of sick leave accumulated in Manatee County.

5. Upon receiving credit for the 15th year of service and to the date on which the employee receives credit for the 20th year of service in Manatee County, the daily rate of pay multiplied by 60 percent times the number of days of sick leave accumulated in Manatee County.

6. Upon receiving credit for the 20th year of service and to the date on which the employee receives credit for the 25th year of service in Manatee County, the daily rate of pay multiplied by 75 percent times the number of days of sick leave accumulated in Manatee County.

7. Upon receiving credit for the 25th year of service in Manatee County and thereafter, the daily rate of pay multiplied by 100 percent times the number of days of sick leave accumulated in Manatee County.

C. If service is terminated by death, payment shall be made to the employee's beneficiary according to the formula in Subdivision "4-B", regardless of the employee's retirement status.

D. "Normal retirement" shall be defined as: (1) having 10 years of creditable service in the Florida Retirement System and being 62 years of age, or, (2) having 30 years of creditable service in the Florida Retirement System.

Section 2 - General Provisions:

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

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

1. Determine the number of days accrued from another Florida Retirement System employer.

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

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

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

B. Years of service in Manatee County is defined as 1/2 the number of workdays in a year plus one (1).

C. Full-time Employee: An employee in a regularly established position of 20 hours or more per week.

ATTACHMENT A: SOCIAL EDUCATORS

The parties agree to change the titles of teacher assistants and teacher aides who are formerly Parent Social Educators as follows:

From Teacher Aide to Home School Liaison I
From Teacher Assistant to Home School Liaison II

The change of titles will not affect the status of employees in these positions as members of the certified bargaining unit. These employees will continue to be a part of the recognized bargaining unit for Paraprofessionals represented by the Manatee Education Association.

Employees hired in the position of Social Educator I or Home School Liaison I will be paid on the Home Liaison Salary Schedule I if they have a high school diploma or equivalent.

Employees hired in the positions of Social Educator II or Home Liaison II with 60+ college credit hours will be paid on the Home School Liaison Salary Schedule II.

Employees scheduled to work more hours than their regular work week shall be paid their hourly rate for all additional time up to and including 40 hours unless the employee and the supervisor agree the time may be taken as compensatory time at the rate of time and one-half. If the employee does not wish to receive compensatory time, then the required hourly rate will be paid to the employee.

Changes in the regular work schedule for individual employees shall be agreed to by the employee and supervisor before the changes are made.

Proposal
Manatee Education Association
November 25, 2003

Paraprofessional Bargaining Unit

All bold underlined language is proposed as an addition to the current language. Any language ~~struck through~~ is proposed as a deletion to the current contract language. It is understood that language not addressed remains as per current contract language.

(Page 73 to page 76 of Current Agreement)

Educational Paraprofessional, Schedule I and Schedule II

I. General

A. An educational paraprofessional who worked one day more than one-half the previous year shall advance one step on the salary schedule for the following year.

B. Movement to another level requires the completion of college credit and/or completion of other requirements as defined herein.

C. Compensation for movement shall be retroactive to the date of verification of completion to the Personnel Division.

D. All paraprofessionals currently employed shall be placed at a step and level which will assure they receive no less than their current pay for the 1997-98 school year and a 2.5% salary increase.

APPENDIX "A"

MANATEE COUNTY SCHOOL DISTRICT

2007 - 2008 Paraprofessional Salary Schedule I and Schedule II

The following descriptions shall comprise the classification and qualifications to be utilized in placement on Paraprofessional Salary Schedule I and Schedule II:

General Language

Effective July 1, 2007, paraprofessionals will be placed at the appropriate Level based upon the qualifications required at each Level.

1. *Meet the health requirements for personnel.*
2. *Meet school district requirements for initial employment in the position for which they are employed.*

Salary level increase shall be retroactive to the date of verification to the Human Resources for credit hours or degree earned or obtaining "highly qualified" status.

C. Level III. To qualify to Level III, the person shall:

Have completed fifteen (15) college semester hours or hold certification as an Education Interpreter I or the position of Home School Liaison I.

D. Level IV. To qualify to Level IV, the person shall:

Have completed thirty (30) college semester hours or hold certification an Educational Interpreter I or the position of Home School Liaison I.

E. Level V. To qualify to Level V, the person shall:

Have completed forty-five (45) college semester hours or hold a licensee or certification as a Educational Interpreter Two or Home School Liaison position. In the event college credit comes from a University which does not grant an A.A. or A.S. Degree, comparable hours shall be accepted if in a planned program.

F. Level VI. To qualify to Level VI, the person shall:

Have completed Sixty (60) college semester hours or have obtained highly qualified status. In the event college credit comes from a University which does not grant an A.A. or A. S Degree, comparable hours shall be accepted if in a planned program.

SCHOOL BOARD OF MANATEE COUNTY

FY 2009/10

TEACHER ASSISTANTS/INTERPRETERS/LIAISONS

Step	PP2 Salary 2009/10	PP3 Salary 2009/10	PP4 Salary 2009/10	PP5 Salary 2009/10	PP6 Salary 2009/10
0	12.42	12.68	12.91	13.19	13.44
1	12.55	12.81	13.04	13.32	13.58
2	12.85	13.09	13.38	13.61	13.89
3	13.03	13.31	13.55	13.84	14.10
4	13.37	13.59	13.87	14.14	14.44
5	13.58	13.86	14.12	14.42	14.69
6	13.88	14.14	14.44	14.72	15.02
7	14.10	14.40	14.68	14.97	15.28
8	14.40	14.69	14.97	15.28	15.58
9	14.67	15.00	15.27	15.57	15.89
10	14.99	15.31	15.61	15.91	16.26
11	15.31	15.62	15.92	16.27	16.58
12	15.57	15.89	16.24	16.55	16.88
13	15.90	16.25	16.56	16.90	17.23
14	16.21	16.52	16.87	17.20	17.53
15	16.62	16.91	17.24	17.59	17.94
16	16.91	17.24	17.58	17.94	18.30
17	17.24	17.58	17.94	18.30	18.67
18	17.45	17.78	18.17	18.49	18.86
19	17.60	17.97	18.32	18.68	19.07
20	17.77	18.13	18.47	18.85	19.24
21	18.60	18.96	19.34	19.74	20.15
OVER 21	20.23	20.64	21.04	21.47	21.91

TEACHER AIDES

Step	TA2 Salary 2009/10	TA3 Salary 2009/10	TA4 Salary 2009/10	TA5 Salary 2009/10	TA6 Salary 2009/10
0	9.97	10.16	10.37	10.57	10.80
1	10.07	10.26	10.47	10.68	10.91
2	10.33	10.50	10.72	10.93	11.16
3	10.46	10.67	10.90	11.10	11.32
4	10.67	10.88	11.09	11.31	11.54
5	10.93	11.16	11.37	11.59	11.83
6	11.17	11.41	11.61	11.85	12.09
7	11.31	11.53	11.77	12.00	12.27
8	11.59	11.83	12.05	12.32	12.55
9	11.87	12.10	12.36	12.60	12.86
10	12.08	12.33	12.56	12.83	13.05
11	12.26	12.48	12.72	12.99	13.26
12	12.57	12.85	13.06	13.38	13.60
13	12.86	13.10	13.39	13.62	13.92
14	13.10	13.39	13.62	13.92	14.17
15	13.37	13.59	13.87	14.14	14.44
16	13.80	14.07	14.36	14.62	14.92
17	13.98	14.24	14.52	14.83	15.13
18	14.17	14.45	14.74	15.05	15.35
19	14.34	14.60	14.90	15.22	15.49
20	14.46	14.74	15.05	15.35	15.66
21	15.24	15.53	15.85	16.18	16.49
OVER 21	16.57	16.90	17.25	17.60	17.94

5/19/09

5/19/09

School Board of Manatee County
2009/10 Salary Schedule for
Parent Liaison and Administrative Liaison II

Paygrades Steps	2009/10 PL	PLII
0	12.25	16.60
1	12.38	16.77
2	12.64	17.20
3	12.82	17.56
4	13.23	17.93
5	13.49	18.39
6	13.76	18.76
7	14.04	19.23
8	14.39	19.61
9	14.66	20.09
10	14.96	20.43
11	15.38	20.97
12	15.66	21.49
13	16.06	22.00
14	16.36	22.49
15	16.77	23.00
16	17.20	23.51
17	17.56	24.08
18	17.94	24.63
19	18.15	24.88
20	18.30	25.13
21+	20.30	27.64

5/19/09

APPENDIX "B"
Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

TECHNOLOGY ASSISTANT POSITION

It is understood and agreed by and between the Manatee Education Association and the School Board of Manatee County that this Memorandum of Understanding constitutes the agreement regarding the Technology Teacher Assistant Position based on the revised job description approved by the Manatee County School Board on September 23, 2002.

Rules for movement will be the same as all other paras with the exception of hours of training allowing movement from lane to lane after the first two years.

PP1 New Hire (Meets minimum position requirements)
PP2 After completion of 1 year in the district (Meets minimum position requirements) (Move onto 3-6 after renewal for third year and earning appropriate college or training credit)
PP3 15 college credit hours or A+ certification or 60 contact hours*
PP4 30 college credit hours or any network certification (ex. CAN) or 120 contact hours*
PP5 45 college credit hours or Certified Network Engineer or 180 contact hours*
PP6 2 year degree in technology area or 60 college credit hours

For the Manatee Education Association:

Patricia L. Barber 5/28/03
Patricia Barber, President Date

For the Manatee County School Board:

Patricia E. Lucas 5/28/03
Patricia E. Lucas Date
Assistant Superintendent
District Support Services

*document hours of appropriate training

APENDIX "C"
Health Insurance Comparisons

BlueCross BlueShield of Florida	Blue Choice 117 (PPO)	Blue Options 3360 (PPO)	Blue Care 40 (HMO - Florida Only)
PREMIUMS PER PAYCHECK - 24/20 CHECKS	**24-PAYCHECKS / 20-PAYCHECKS**	**24-PAYCHECKS / 20-PAYCHECKS**	**24-PAYCHECKS / 20-PAYCHECKS**
Employee - Board Contributions $174.23 / $209.07	**$50 / $60**	**$23.63 / $28.35**	**$5.25 / $6.30**
Employee + 1 - Board Contributions $205.52 / $246.62	**$150 / $180**	**$105 / $126**	**$78.75 / $94.50**
Employee + 2 - Board Contributions $369.73 / $443.67 or more	**$250 / $300**	**$118.13 / $141.75**	**$91.88 / $110.25**
Calendar Year Deductible (CYD)			
In-Network (per person / family):	$1,000 / $2,000	$1,250 / $2,500	$250 / $500
Out-of-Network (per person / family):	$2,000 / $4,000	$2,500 / $5,000	**N/A**
Coinsurance			
In-Network:	20% of BCBS allowable charges	20% of BCBS allowable charges	20% of BCBS allowable charges
Out-of-Network (*subject to balance billing):	50% of BCBS allowable charges	50% of BCBS allowable charges	**N/A**
Out-of-Pocket Maximum			
In-Network:	$2,500 / $5,000	$3,500 / $7,000 (Everything but prescription co-pays applies to Max Out-of-Pocket)	$4,500 / $9,000 (Everything but prescription co-pays applies to Max Out-of-Pocket)
Out-of-Network:	$5,000 / $10,000	$7,000 / $14,000 (Deductible applies to out-of-pocket maximum)	**N/A**
Preventive Health			
Mammograms:	100% (CYD Waived)	100% (CYD Waived)	100% (CYD Waived)
Well Child (through age 16):	100% (CYD Waived)	100% (CYD Waived)	100% (CYD Waived)
Adult Wellness - age 17 and older: (Per Wellness Schedule)	100% In-Network: Unlimited (CYD Waived) Out-of-Network: $150 Max + Coinsurance *	100% In-Network: Unlimited (CYD Waived) Out-of-Network: $150 Max + Coinsurance *	100% In-Network: Unlimited (CYD Waived)
Routine Colonoscopy: (Age 50+ then frequency schedule applies):	$0 Co-Payment In-Network (CYD Waived) Out-of-Network: CYD + Coinsurance *	$0 Co-Payment In and Out-of-Network (CYD Waived)	$0 Copayment In-Network (CYD Waived)
Office Services			
In-Network Family Physician	CYD + Coinsurance	$25 Copayment (CYD Waived)	$30 Copayment (CYD Waived)
In-Network Specialist:	CYD + Coinsurance	$50 Copayment (CYD Waived)	$60 Copayment (CYD Waived)
In-Network Chiropractor	CYD + Coinsurance	$50 Copayment (CYD Waived)	$30 Copayment (CYD Waived)
Out-of-Network Providers:	CYD + Coinsurance	CYD + Coinsurance	**Out-of-Network Not Covered**
In-Network e-Office Visit Family Physician:	CYD + Coinsurance	$10 Copayment (CYD Waived)	$10 Copayment (CYD Waived)
In-Network e-Office Visit Specialist:	CYD + Coinsurance	$10 Copayment (CYD Waived)	$10 Copayment (CYD Waived)
Out-of-Network e-Office Visit:	CYD + Coinsurance	CYD + Coinsurance	**Out-of-Network Not Covered**
In-Network Family Physician Advanced Imaging	CYD + Coinsurance	CYD + Coinsurance	$0 X-ray; $25 Diagnostic Testing
In-Network Specialist Advanced Imaging	CYD + Coinsurance	CYD + Coinsurance	$0 X-ray; $50 Diagnostic Testing
Out-of-Network Providers Advanced Imaging	CYD + Coinsurance	CYD + Coinsurance	**Out-of-Network Not Covered**
Allergy Injection In-Network:	CYD + Coinsurance	$10 Copayment (CYD Waived)	$10 Copayment (CYD Waived)

Updated 02/27/2009

BlueCross BlueShield of Florida	Blue Choice 117 (PPO)	Blue Options 3360 (PPO)	Blue Care 40 (HMO - Florida Only)
Hospital Services			
Inpatient In-Network:	$200 PAD + CYD + Coinsurance	$250 PAD + CYD + Coinsurance	$300 PAD + CYD + Coinsurance
Inpatient Out-of-Network:	$400 PAD + CYD + Coinsurance	$500 PAD + CYD + Coinsurance	**Out-of-Network Not Covered**
Outpatient In-Network - Therapy Services:	CYD + Coinsurance	CYD + Coinsurance	$30 Copayment (CYD Waived)
Outpatient In-Network - All other Services:	CYD + Coinsurance	CYD + Coinsurance	CYD + Coinsurance
Outpatient Out-of-Network: Therapy Services / All other Services:	CYD + Coinsurance	CYD + Coinsurance	**Out-of-Network Not Covered**
Urgent Care Centers In-Network:	CYD + Coinsurance	$50 Copayment (CYD Waived)	$75 Copayment (CYD Waived)
Urgent Care Centers Out-of-Network:	CYD + Coinsurance	CYD + Coinsurance	**Out-of-Network Not Covered**
Emergency Room - In-Network:	$200 PAD + CYD + Coinsurance ($200 PAD waived if admitted)	$250 PAD + CYD + Coinsurance ($250 PAD waived if admitted)	$100 PAD + CYD + Coinsurance ($100 PAD waived if admitted)
Emergency Room - Out-of-Network:	$400 PAD + CYD + Coinsurance ($400 PAD waived if admitted)	$500 PAD + CYD + Coinsurance ($500 PAD waived if admitted)	$600 PAD + CYD + Coinsurance ($600 PAD waived if admitted)
Provider Services at Hospital / ER:	CYD + Coins In and Out-of-Network	CYD + Coins In and Out-of-Network	$0 In-Network; **Out-of-Network Not Covered**
Other			
Independent Clinical Labs:	CYD + Coinsurance	$0 Co-Payment In-Network (CYD Waived) CYD + Coinsurance Out-of-Network	$0 Co-Payment In-Network (CYD Waived)
Independent Diagnostic Testing Facility:	CYD + Coinsurance	CYD + Coinsurance (X-ray & AIS) In and Out-of-Network	$0 Copay for X-rays; Applicable Provider Copay for Diagnostic Testing
Contraceptive Injections:	CYD + Coinsurance	Copay or CYD + Coins In-Network; CYD + Coins Out-of-Network	**Not Covered**
Prosthetics & Orthotics:	CYD + Coinsurance	CYD + Coinsurance In and Out-of-Network	$0 Copay In Network
Durable Medical Equipment:	CYD + Coinsurance	CYD + Coinsurance In and Out-of-Network	CYD + Coinsurance; $500 Copay + Coins. for Motorized Wheelchair
Ambulance Services:	CYD + In-Network Coinsurance	CYD + In-Network Coins up to $5,000 Per Day Combined Ground & Air/Water Max	CYD + Coinsurance
Ambulatory Surgical Center:	CYD + Coinsurance	CYD + Coinsurance	CYD + Coinsurance
Radiology, Pathology & Anesthesiology Provider Services (Ambulatory Surgical Center):	CYD + Coinsurance	CYD + Coinsurance	$0 In-Network
Provider Services at Locations Other than Office, Hospital and ER:	CYD + Coinsurance	CYD + Coinsurance	$0 In-Network
Benefit Maximums			
Substance Dependency:	$15,000 LTM	$15,000 LTM	IP Detox Only; 20 OP Visits CYM ($30 Copay)
Mental Health:	30 IP / 30 OP CYM (CYD + Coinsurance)	30 IP / 30 OP CYM (CYD + Coinsurance)	30 IP / 20 OP CYM ($60 Copay)
Home Health Care:	$10,000 CYM	$10,000 CYM	Unlimited
Skilled Nursing Facility:	90 Days CYM	90 Days CYM	30 Days CYM; $0 Copay

Updated 02/27/2009

BlueCross BlueShield of Florida	Blue Choice 117 (PPO)	Blue Options 3360 (PPO)	Blue Care 40 (HMO - Florida Only)
Outpatient Therapy:	$2,500 CYM	$2,500 CYM	Authorization Required - $2,000 CYM
Spinal Manipulations:	52 CYM	52 CYM	52 CYM
Hospice:	No Maximum	No Maximum	Unlimited
Lifetime Maximum:	$5,000,000	$5,000,000	Unlimited

PHARMACY BENEFITS			
Retail 30			
Generic	$4	$4	$4
Preferred	$25	$25	$25
Non-Preferred	$50	$50	$50
Mandatory 90 Copay (on 4th fill)	Employee pays 100% on 4th retail fill	Employee pays 100% on 4th retail fill	Employee pays 100% on 4th retail fill

Mandatory 90 Copay on 4th Fill -- Required to use 90-day Mail Order after 3 Retail fills of maintenance prescriptions or pay 100% of the cost of the prescription on the 4th Retail fill

90-Day Mail Order (Required to us 90-Day Mail Order after 3 Retail fills of maintenance prescriptions)			
Generic	$8	$8	$8
Preferred	$50	$50	$50
Non-Preferred	$100	$100	$100

Step Therapy Program			
	OTC Prilosec (Acid Reflux)	OTC Prilosec (Acid Reflux)	OTC Prilosec (Acid Reflux)
	SSRI (Anti-Depression)	SSRI (Anti-Depression)	SSRI (Anti-Depression)

*** Out-of-network services may be subject to balance billing**

To locate a network provider in Florida: *www.bcbsfl.com*	Blue Choice 117 Select "Blue Choice PPO" Plan Directory	Blue Options 3360 Select "BlueOptions (Network Blue)" Plan Directory	Blue Care 40 Select "Blue Care (HMO)" Plan Directory

or call

BlueCross BlueShield of Florida Customer Service
(877) 352-2583

GLOSSARY OF ACRONYMS:

CYD - Calendar Year Deductible
PAD - Per Admission Deductible
CYM - Calendar Year Maximum
LTM - Lifetime Maximum
PCP - Primary Care Physician
IP - Inpatient
OP - Outpatient
AIS - Advanced Imaging Services
OTC - Over the Counter
SSRI - Selective Serotonin Reuptake Inhibitors

Updated 02/27/2009