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BLS Contract Collection

Title: **Manatee County Board of Education and Manatee Education Association, Florida Education Association (FEA), National Education Association (NEA) American Federation of Teachers (AFT), AFL-CIO (2001) (MOA)**

K#: **830774**

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for MEA
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ARTICLE XVII

DURATION AND RATIFICATION

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Section 1 - Term of Agreement:

This agreement shall remain in full force and effect for a period commencing August 1, 1999 2001 through July 31, 2004 2002.

Section 2 - Full and Complete Agreement:

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

Section 3 - Severability:

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

Section 4 - Reopeners:

Negotiations on the following reopeners shall begin on June 1, 2003 ~~of each year~~, unless otherwise agreed by the parties.

~~Annual~~ Reopeners shall be:

- A. Salary Schedule
- B. Compensation & Health Insurance, Article XII
- C. Two (2) provisions named by Manatee Education Association
- D. Two (2) provisions named by Manatee County School Board
- E. Provisions are defined as a section to an Article

Article V: Working Conditions

New Section:

Section 39: Paperwork Committee:

- A. As per Florida statute 229.555(2)(b)(1), a district oversight committee shall be formed to review and approve ~~required~~ district forms and paperwork requirements. The committee will be composed of five (5) administrative personnel appointed by the Superintendent and seven (7) teachers-representatives appointed by the Manatee Education Association. The committee shall meet monthly, at minimum, during the regular school year and will be responsible for developing and recommending procedures for the reduction, revision, consolidation, and elimination of paperwork and data collection requirements. An annual report of the committee's findings and activities shall be submitted to the school board.
- B. The committee will consider, at minimum:
 - 1. the type and origin of the form/paperwork, whether it is a paper form or electronic form or generated by computer or e-mail.
 - 2. Whether or not the information exists elsewhere and can be accessed or pre- inserted on the form.
- C. Existing forms /paperwork will be reviewed to determine the need for the paperwork and to eliminate duplication.
- D. All existing and newly developed forms will be approved or disapproved by the committee and will be assigned an approval date, number, and distribution list.
- ~~E. A school site may appeal the decision of the Paperwork Committee to implement or reject a form requested by the school site. The appeal may be filed with the Superintendent and the Manatee Education Association who shall make a final decision regarding the form.~~
- E. School level forms are not subject to approval by the district oversight committee, but may be reviewed upon appeal to the committee by the ~~the~~ implementing school site, implementing school site.
- ~~F. Teachers will not be responsible for the completion or return of any paperwork that has not met the requirements of this section of the contract.~~
- F. Teachers will not be responsible for the completion or return of any new district required forms/paperwork that have not been approved by the oversight committee.

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 M.E.A.
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*anyone at
 the implementing school site, implementing school site.
 The decision is clarified by the committee.*

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ARTICLE V

WORKING CONDITIONS

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

Section 2 - Basic School Day: The specific daily hours of employment for teachers may vary according to the needs of the educational program of the school district. The specific hours for each school center shall be designated by the Superintendent or his designee. It is understood that the daily hours of employment for teachers shall be a maximum of 7 1/2 hours per day, inclusive of lunch. Exceptions to the 7 1/2 hour day shall be:

- 1. **Back-to-School Night:** An annual back to school night may be held. Teachers shall be notified twenty (20) days prior to back to school night. Permission for absence from this event shall be obtained from the principal by those teachers having conflicts.
- 2. **Supervisory Duties** - It is not the intent to increase teacher's supervisory duties beyond what had been the general practice in the past.
- 3. **Faculty Meetings** - Principals shall take steps to minimize the need for more than one faculty meeting per month by utilizing E-mail, memos, or other alternate means of communication. Principals shall schedule no more than 14 faculty meetings per year on student attendance days. The intent of this language is not to increase the number of faculty meetings outside the normal workday. It is not the intent to increase faculty meetings beyond what has been the general practice in the past.

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Faculty meetings will be defined as a mandatory meeting of all the staff assigned to the school.

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Emergency meetings will not be counted as a part of the allotted 14 faculty meetings per year. An emergency will be defined as something which could not be reasonably anticipated.

All other faculty meetings beyond the allotted number will be on a voluntary basis. Faculty members will not be required to attend.

Staff

4. **Accreditation** - Teachers shall participate in accreditation activities.
5. **Early dismissal** - In recognition that teachers may work beyond the normal work day because of the exceptions, principals may permit teachers to leave school before the close of the normal teacher workday on school days immediately preceding a holiday or student vacation day as long as students are not left unsupervised.
6. **Elementary Early Release/ Elementary Report Card Pick Up**
 - (a) **Scheduling:** If the School Board authorizes the elementary school student to be released early related to implementation of the new report card system, teacher will be released early on two student attendance days for each report card pick up and scheduled for a comparable amount of time for parent conferences outside the regular workday. The plan for scheduling these parent conferences shall be by consensus of the principal and teachers. Included in this plan shall be a procedure to assure coordination of conferences and a procedure for notifying parents. Also included in the plan shall be the assignment of assistance in arranging conferences. The School Board shall determine the dates for elementary early release no later than the first board meeting in November for the 1991-92 school year and no later than the first board meeting in September for each subsequent year. Unless the School Board authorizes early release for elementary students, all parent conferences outside the regular duty day shall be voluntary.
 - (b) **Conferences on Record Days:** No teacher will be required to schedule parent conferences on the designated Record Days, however teachers may schedule parents conferences on the designated Record Days at their discretion.
7. **Banking and Voting:** The principal may permit teachers to conduct banking business on paydays and vote on election

ok

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.

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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:

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.

Memorandum of Agreement
D and F School Bonus Allocation for '00-'01

General Eligibility

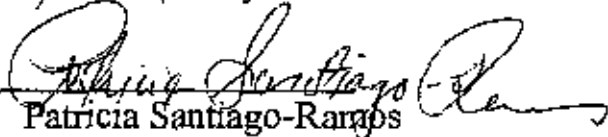
1. All classroom teachers who worked at Samoset Elementary, Southeast High School or in an alternative school serving disruptive students during the 1999-2000 school year and returned for the 2000-2001 will be recommended by their principal to receive a \$1000 bonus.
2. All classroom teachers who were newly hired to work at Samoset Elementary, Southeast High School or an alternative school serving disruptive students during the 2000-2001 school year will be recommended by their principals to receive a \$1000 bonus.
3. "Classroom teacher" is defined as those instructional personnel included on the Public School Staff Survey-EEO5 in activity assignment codes 21-33 (i.e., pre-K through 12 classroom teachers, art music, PE and ESE teachers). As per the state statute, Guidance Counselors, Media Specialists, technology coordinators and others who do not fall within the definition of "classroom teacher" are not eligible for this program.
4. The classroom teachers will receive their bonuses on or before December 21, 2001.

Signing for the Manatee County School District


Dr. David Gayler

for the school district
12/5/01

Signing for the Manatee Education Association


Patricia Santiago-Ramos



request to the university. This will not entitle the teacher to payment, but will reserve payment until proof is received.

Subdivision 4 - Fringe Benefits:

1. **A Term Life Insurance Policy** is paid by the Manatee County School Board equal in amount to the annual salary and option to increase amount for a nominal rate. 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. The parties recognize that this agreement is full settlement of all claims which might arise related to contributions by the Board for life insurance for employees with a second salary level of life insurance.

2. **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.

3. **Payroll deduction for a Tax Shelter Annuity.**

4. **Master Plan for Inservice Education.**

5. **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.

Subdivision 5 - Teacher Payday:

1. **Monthly Pay** - Teachers shall be paid on the 10th day of each school month with these exceptions:

a. If a payday falls on a non-workday, teachers shall receive their paychecks on the last workday prior to payday.

b. Teachers shall receive one check equivalent to three pays on the 10th day of the next to last month of the school

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year. Their final check will be paid on the next scheduled pay date following their last day of work and will be mailed.

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

- a. If a pay date falls on a non-work day, teachers shall receive their paychecks on the last workday prior to the payday.
- b. Teachers shall receive one check equivalent to six pays on the 10th of the next to last month of the school year. Their final paycheck will be paid on the next scheduled pay date following their last day of work and will be mailed.
- c. Teacher's December 25th check will be mailed on the next to last District Office workday prior to the holiday. For employees utilizing direct deposit, funds will be deposited into employees' bank account on the last workday prior to the holiday for the District Office.

*Post
11/26/01
Dan A
memo
11/24/01*

3. 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:

Article X
Unpaid Leaves

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Section 2. Unpaid Leaves

(2.) Unpaid leave for other reasons

A. Requests for unpaid leaves for reasons other than illness shall be recommended at the discretion of the Superintendent or his designee, unless the employee is entitled to such leave pursuant the Family and Medical Leave Act.

B. 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 ~~April 1~~ 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.

C. Except emergencies, unpaid leave request 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.

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For same for MESA
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ARTICLE XI

VACANCIES, TRANSFERS AND PROMOTIONS

Section 1 - Posting of Vacancies:

~~Known instructional vacancies shall be posted for ten (10) work days in all school buildings starting on the first work day in April and continuing through until the first day of school for students. Instructional vacancies which occur after the first day of school for students through the last workday in March will be posted for five (5) work days in all school buildings. Posting will include vacancy notices being placed on the school district web site, the electronic bulletin board, on the job vacancy tapes, and in written form in the school buildings, the central office building and at summer programs job sites.~~

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

The Board shall place a copy of the posting of vacancy in the Manatee Education Association mailbox in the office services building at the ~~County~~ ^{District} Office.

Vacancy notices shall include the name of the positions, location and anticipated level. After the applicant has been officially approved to fill the position, other applicants will be promptly notified of the decision.

Section 2 - Involuntary Transfers:

A. Should involuntary transfers become necessary, among other factors , length of service in the county, certifications, and major and minor fields of study shall be the determining factors as to which teachers

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- shall be transferred. MEA shall be consulted prior to and at every step of the involuntary procedure.
- B. Volunteers to transfer shall be requested prior to assigning an involuntary transfer. Each teacher in the affected school will be notified of the positions to be transferred and given a list of the open vacancies and a form to designate transfer positions in which they may be interested. Teachers wishing to be considered for transfer shall return the form as directed on the form within the time deadlines stated on the form.
 - C. The teacher with most seniority within the area of certification shall have the first option to stay in a position, or transfer, with such option extended to all teachers on a diminishing basis until one elects to transfer or until such time as the teacher with the least amount of seniority is required to transfer.
 - D. A written notice of involuntary transfers will be made at least five days in advance of the date of transfer. Upon request the MEA shall be provided the rationale leading to the proposed involuntary transfer(s).
 - E. Involuntary transfers shall be made only after a meeting between the teacher(s) involved and the Superintendent or his designee, at which time the teacher(s) shall be notified of the reasons for the transfer(s). The Superintendent shall recommend to the Board all transfers of personnel.
 - F. Teachers 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.

Section 3 - Voluntary Transfers:

- A. During the posting period any teacher possessing the appropriate certification may apply for a posted vacancy. ~~and all transfer applicants shall be considered. A new hire shall not be placed in a posted position until all transfer applicants for the position have been considered.~~

- A. All currently employed teachers who apply for a posted vacancy shall have their file reviewed prior to considering any new applicant for the vacancy. Currently employed teachers will be given strong preference for a vacancy for which they are certified. ~~Vacancies which occur after the first student day through the last workday in March will require consent from the sending and receiving Principal prior to allowing the current employee to transfer to the vacancy. Vacancies occurring at other times will not require the consent of the sending Principal before allowing a current employee to accept a transfer.~~ Vacancies occurring after the first teacher workday through the end of the school year will require consent from the sending and receiving principal prior to allowing the current employee to transfer into the vacant position. Vacancies occurring for the following school year will not require the consent of the sending principal before allowing the employee to transfer.
- B. The principal or his/her designee shall interview a minimum of eight transfer candidates for any posted vacancy. Should less than eight qualified transfer applicants apply for a posted vacancy, all shall be interviewed.
- C. Applications for a posted vacancy shall be on file in the personnel office within ~~ten (10) work days~~ the required posting time. ~~of the initial posting date.~~ A transfer applicant who is not recommended for the transfer will be notified and may request, in writing, reason(s) for not being selected.

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Section 4 - Promotions:

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School personnel are encouraged to prepare themselves for advancement in the profession. Vacancies shall be posted for ten (10) working days. When an employee believes that he meets certification and other requirements for an administrative or supervisory position, an application should be made, in writing, to the Director of Personnel Services.

ARTICLE IX

PAID LEAVES

Section 1: Personal Illness, Family Illness, Bereavement:

Any teacher who is unable to perform his duties because of illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child, other close relative, or member of his own household, and consequently has to be absent from his work shall be granted leave of absence for sickness by the Superintendent, or by someone designated in writing by him to do so. The following provisions shall govern sick leave:

Extent of Leave: As outlined in Florida Statutes 231.40, each full-time member of the instructional staff shall be granted four (4) days of sick leave as of the first day of employment of each current year, and thereafter during that 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-month employees reaches ten (10) days.

The same provision shall apply for 11-month employees until they have reached eleven (11) days, and for 12-month employees until they have reached twelve (12) days.

Leave not used during any fiscal year may accumulate without limit.

Section 2: Sick Leave Statement:

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

Section 3: 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 and shall maintain its value upon retirement at the end of the fiscal year upon termination of employment.

PSR *For 2001*

11/09/01

For MCSB
Dave Hayler

11/9/01

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 understand 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 XII

COMPENSATION AND HEALTH INSURANCE

Section 1 - Salary:

The salary schedule shall be as set forth in Appendix "H". This agreement is entered into in anticipation of the receipt of funds appropriated by the 2002 Florida Legislature as of September 1, 1999. ~~The parties recognize that failure of the state to provide funds at the anticipated level may require the School Board to underfund this agreement. In such a case, the parties agree to enter into negotiations prior to any such Board action.~~ The parties recognize that economic conditions exist that may cause the Legislature to provide funds at a less than anticipated level therefore requiring the School board to underfund this agreement. The parties also recognize that the Legislature may provide a level of funding greater than anticipated commensurate with fewer restrictions regarding expenditures. The parties further agree that the School Board of Manatee County and the Manatee County Education Association will enter into negotiations regarding the level of funding prior to any Board action to reduce or increase the funding level of this agreement.

Levels of funding that may cause this agreement to be underfunded would include:

1. An FEFP appropriation of less than 1.5% per unweighted FTE, after growth, than the 2001-2002 appropriation not covered by flexibility of any categorical funding allowed by the legislature.

Specific levels of funding that would allow this agreement to be renegotiated at a higher funding level would be:

1. An FEFP appropriation of 3% or greater per unweighted FTE, after growth, than the 2001-2002 appropriation.
2. Categorical flexibility as allowed by the legislature will be a factor in determining the percent.

MEA insurance commitment:

The Manatee Education Association agrees to work with the Manatee County School Board to ensure the continued

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actuarial viability and stability of the insurance fund by negotiating any necessary plan and rate changes after the 2002-2003 fiscal year.

1999-2000:

Increase salaries by 2.5% for the 1999-2000 school year. All payments for salary increases will be retroactive as of July 1, 1999.

Grant all increments for the 1999-2000 school year.

Provide a one time bonus of 1.5% to each employee who does not receive an increment on the salary schedule. The bonus will be paid on or before March 15, 2000.

Increase all supplements by 2.5% for 1999-2000 school year.

2000-2001:

Increase all salaries by 3.5% for the 2000-2001 school year.

Grant all increments for the 2000-2001 school year.

Provide a one time bonus of 2% to each employee who does not receive an increment. The bonus will be paid on or before January 10, 2001.

Increase all supplements by 3.5% for 2000-2001 school year.

Addendum: 2000-2001:

The percentage increase in this agreement will be in addition to the contractual salary already negotiated for the school year 2000-2001.

The salary will be increased by 1.25% at each step and lane of the salary schedule over the 2000-2001 contract.

All supplemented positions will be increased by 1.25% over the 2000-2001 pay.

Payment will be retroactive to the beginning of the school year. All retroactive pay will be included in the first paycheck for employees in October, 2000.

2001-2002:

All full time members of the teacher bargaining unit will receive a one time bonus of \$850 to be paid no later than October 10, 2001.

All increments will be paid for the 2001-2002 school year, beginning with the start of the new fiscal year.

Members of the teachers bargaining unit on steps which did not include an increment will receive an adjustment to the salary schedule equal to 1.25%.

Teachers who have more than 8 years of public school teaching experience which did not transfer when they were originally employed in the Manatee County School District may receive credit for such experience on the salary schedule if no later than February 15, 2002 they provide documentation of the experience to the district. The additional experience will be credited to the teacher beginning the last quarter of the school year, with payments to begin with the ~~2002~~, 2002 payroll. ✓ April 10 - Documentation of the experience may include verification as currently exist in the personnel file of the Manatee County School District, however it will be the responsibility of the teacher to copy and provide the documentation for the district.

If the documentation does not exist in the district file, it will be the responsibility of the teacher claiming the experience to provide written proof of such experience. Upon providing such proof, the teacher will be eligible for credit of all verified experience as noted in the paragraph above. If the teacher has requested proof of experience and it has not been received by February 15, 2002, copies of written request and/or correspondence will serve as intent to meet the deadline. Payment will not be made until actual verification is received.

All Supplements will be increased 1% for the school year 2001-2002. New supplements will be those as added below.

Athletic Trainer \$6300
Test Coordinator \$1029
ESE Secondary Chairperson \$2972
Middle School Yearbook \$1397

Middle School Newspaper \$1397

All payments will be retroactive to the beginning of the school year. All retroactive pay will be included in the paycheck for employees no later than February 10, 2002.

2002-2003:

All full time members of the teacher bargaining unit will receive all credit on the salary schedule for previous public school experience, provided the procedure has been followed as outlined in the language stated under the 2001-2002 provisions.

A new salary schedule will be in effect as of the beginning of the fiscal year for 2002-2003. The salary schedule will include two lanes, one for annual contract and one for PSC for each degree level. All bargaining unit employees will be placed on the appropriate step for the new schedule.

All increments will be paid for the 2002-2003 school year, after the placement on the appropriate lane is made. Increments will be paid beginning with the new fiscal year for 2002-2003.

The new salary schedule will be increased by 2.5% beginning with the new fiscal year for 2002-2003.

Members of the teachers bargaining unit will receive an adjustment on steps 18-25 of the PSC lane of the salary schedule, retroactive to the beginning of the fiscal year.

The supplement schedule will be increased by 2.5% for the 2002-2003 school year. The following supplements will be added for 2002-2003:

Media Specialist \$1778
Child Study Team Coordinator \$1778.

Section 2 - Supplemental Salary Schedule:

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

~~As per current contract except add the following. Beginning with the 1999-2000 school year, to the supplement schedule along with the proposed increase in supplement amounts:~~

~~Women's Equity Coordinator: to be paid \$4000 per year and have a scheduled class responsibilities equal to that of the Athletic Director of the high schools. The equity coordinator will assist all high schools in meeting the state and federal requirements for gender equity in sports participation.~~

~~Assistant Cheerleader Sponsor and Drill Team/Dance Sponsor: to be compensated at the same level as Assistant Varsity Football Coach in recognition of the requirement for multi seasonal activities.~~

~~ROTC or Cadet Instructors: -- ROTC and Cadet Instructors will remain at their current placement and will receive all percentage increases for that step until a formula to be proposed at a later time to assure equity in pay for these instruction employees can be negotiated. No ROTC or Cadet instructor will receive any less pay than they are currently receiving for the 1999-2000 school year.~~

~~**Reopening for additional compensation:**~~

~~The parties agree that if:~~

~~(a) during the 2000-2001 fiscal year,~~

~~(b) the school district receives more than 108% of the revenues from the Florida Educational Finance Program adopted in the 2000-2001 tentative or final budget, for Part I~~

~~(c) the parties shall reopen this agreement for the purpose of negotiation regarding compensation.~~

Section 5 - Plan Design Change:

1999-2000: Effective April 1, 2000:

Single/Family deductible will be increased from \$250/\$500 to \$300/\$600. The family deductible will be a total of \$600 rather than two individuals at \$600.

Co-Insurance will change from 90% in network/ 70% out of network to 80% in network/ 60% out of network.

Out of pocket maximum: Change from \$500 to \$1400.

2001-2002: Effective January 1, 2002:

Single/Family deductible will be increased from \$300/\$600 to \$400/\$800. The family deductible will be a total of \$800 rather than two individuals at \$400.

Out of pocket maximum: The single will be \$1400. The family amount will be \$2800.

Outpatient surgery will be subject to the deductible and applicable co-payments.

Laboratory and x-ray procedures will be subject to co-payments and the deductible.

Prescription drug co-pays will be as follows:

Retail: (30 day supply) Generic: from \$5 to \$9

Brand Name: from \$11 to \$19

Mail Order: (90 day supply): Generic: from \$4 to \$12

Brand Name: from \$9 to \$25

Retail: (30 day supply): Generic: \$10

Preferred Brand Name: \$20

Non preferred Brand Name: \$30

Mail Order: (90 day supply): Generic: \$20

Preferred Brand Name: \$40

Non preferred Brand Name \$60

The rates for 2001-2002 school year shall remain as per current contract.

2000-2001:

Effective October 1, 2000 the health insurance premiums will be as follows: These rates represent 12 deductions per year.

12 Months (12 Paychecks)

	<u>Employee</u>	<u>Board</u>
Single	\$ 29.44	\$166.30
Family	\$164.31	\$407.77

There will be no other changes in the insurance program for the 2001-2002 school year.

Effective October 1, 2002 the health insurance premiums will be as follows: These rates represent 12 deductions per year.

12 Months (12 Paychecks)

	<u>Employee</u>	<u>Board</u>
Single	\$ 35.00	\$233.71
Family Plus One	\$180.00	709 <i>750 12/2/01</i>
Family Plus Two	\$190.00	\$436.16

There will be no other changes in the insurance program for the 2002-2003 school year.

Items not addressed will remain as per current contract

Faf

To: Patty Ramon
Fr. Dave Coyle

11/27/01

Hello Patty,

I asked Forrest to get the correct numbers for the contract and they are as follows:

	Employee	Board	Total
Employee only (single)	\$35.00	\$233.71	\$268.71
Employee plus one (1)	\$180.00	\$357.42	\$537.42
Employee plus two (2) or more	\$190.00	\$643.00	\$833.00

He also suggested a little language clean up in the x-ray/lab section: "Laboratory and x-ray procedures will be subject to the deductible and applicable co-payments".

This makes it read much the same as the outpatient surgery section just above it.

The only thing Forrest had a concern about was the Single/family deductible. He indicates that the cost savings was calculated on each person reaching the \$400. Plus McCreary can't actually calculate an \$800 split between two people. This isn't a big hang up, but to get the full savings we'd need to delete the last sentence. Let me know what you think.

Thanks,

Dave 