

District School Board of Indian River County Legislative Hearing

AGENDA February 22, 2012 at 4:00 p.m.

It is hereby advised that if a person decided to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need to ensure that a verbatim record is made which includes the testimony and evidence upon which the appeal is to be made.

- I. Meeting will be Called to Order by Chairman Pegler
- II. Purpose of the Legislative Hearing – Chairman Pegler

Introduction

This is a public hearing conducted by the School Board of Indian River County, Florida (“School Board”) pursuant to §447.403, Florida Statutes, to resolve impasse(s) in negotiations between the Superintendent of the School District of Indian River County, Florida (“Superintendent”) and the Indian River County Education Association (“IRCEA”) involving unresolved issues in the 2011-2012 Collective Bargaining Agreement.

The Superintendent declared impasse and invoked the statutory impasse procedures set forth in Chapter 447, Florida Statutes. The parties mutually agreed, in writing, to waive the special magistrate process and proceed directly to this public hearing.

Pursuant to §447.403(4), Florida Statutes, and communication to the parties dated January 24, 2012, both parties have submitted to the School Board their recommendations for settling the impasse issues. This hearing is now required pursuant to §447.403(4)(c), Florida Statutes, in order that each party is afforded the opportunity to explain their positions to the School Board with respect to the impasse issues.

This proceeding is open to the public to observe, but it is a labor proceeding with specific statutory requirements and only the two parties, the Superintendent and IRCEA, will make a presentation to the School Board.

Each party will be afforded 1.5 hours to present their positions on the disputed impasse issues. In order to allow each party to fully make their presentations, School Board Members will hold any questions until the end of each party’s presentation. The Superintendent will be called upon first and IRCEA will be called upon next. Upon the conclusion of the presentations by both parties, the School Board will then have an opportunity to deliberate and then vote on resolution of the impasse issues.

- III. Presentations – Chairman Pegler
 - A. Presentation by Superintendent**
 - B. Board Member Questions**
 - C. Presentation by IRCEA**
 - D. Board Member Questions**
- IV. Final School Board Questions of Either Party – Chairman Pegler
- V. School Board Deliberation – Chairman Pegler
- VI. School Board Vote – Chairman Pegler
- VII. Adjournment – Chairman Pegler

Anyone who needs a special accommodation for this meeting may contact the School District's American Disabilities Act Coordinator, at 564-3060 (TTY 564-8507) at least 48 hours in advance of meeting. NOTE: The meeting will not be televised. The agenda can be accessed by Internet at <http://www.indianriverschools.org>

Article III

Working Conditions

III.1 Workday and Work year

H. Where teaching subjects are departmentalized, the administrator will make every effort to see that no MBU will have more than three (3) preparations per semester.

~~1. No MBU will be required to teach more than one (1) grade level in elementary or more than one (1) course at secondary during the same class time, i.e. no split classes.~~

~~L. No MBU within the same course or grade level is to be assigned a disproportionate number of students with documented behavioral, medical or cognitive issues.~~

~~M. No MBU will be responsible for supervising a student while that student is under virtual school instruction.~~

III.3 Non Instructional Duties

C. The Board and the Association recognize the importance derived from teacher and parent contacts. MBUs are encouraged to attend all PTA or PTO meetings where applicable; however, such attendance is voluntary. Attendance at one (1) annual open house is expected unless excused by the principal.

Article IV

Teacher Assessment

II. Overview

D. Definitions

III. General Rules

~~A. When a MBU's data source is other than state assessments for the specific students taught by the MBU in the tested subject area, every effort will be made to associate the MBU's actual students' test results to the MBU's evaluation to the greatest extent possible.~~

~~D. No personnel actions will be made on the basis of student learning gain data until all appropriate subject area assessments have been implemented.~~

IRCEA has struck this language contained in D.; district agrees with this language being struck

~~E. Any MBU placed on the 90-day process described herein which could lead to non-renewal or termination may request the superintendent to review his or her class list for the coming year for equity of the teaching assignment.~~

IV. Value Added/ Student Learning Growth/Gain Data

~~A. Methodology: The percentage and composition of the student data component of each MBU's evaluation is expressed in the document Student Growth Score Component of TEP and is incorporated herein by reference.~~

1. For the 2011-2012 school year, FCAT assessments will be used for all instructional types.
2. For the 2011-2012 school year, the percentage used for the instructional practice portion of the summative rating will be 60% and the percentage used for the student growth portion will be 40%.
3. For the 2011-2012 school year, the Student Growth Model used will be the State Model (Approach) 1.

III. V. Procedure

C. Evaluators

~~3. An administrator who cannot demonstrate consistent accuracy in correctly identifying deliberate practice strategies, provide relevant focused feedback, correctly identify scales of teacher performance within the observation protocol, and correctly identify teacher evidence when a particular instructional strategy is in use within the Marzano Framework at a ninety percent (90%) or greater accuracy rate shall not be permitted to evaluate MBUs.~~

7. The evaluating administrator is required to sign and date the formative conference, and summative rating forms. The pre-observation conference form and reflection conference form shall may be completed together by the administrator and teacher during the pre-observation conference and reflection conference, respectively.

VI. VII. Criteria for initiating a TIP (New Section to the Contract)

~~A. When it is determined that an instructional employee's final summative performance is unsatisfactory or needs improvement, the evaluating administrator shall hold a conference with the employee within five (5) student days following the determination and shall make specific, comprehensive suggestions, in writing, as to how the performance of employee can be improved.~~

VI. VII. Criteria for initiating a TIP

B. _____ Such plan shall include:

1. _____ A form indicating the plan of improvement and results.
2. _____ A time frame for implementing changes. This time frame must provide adequate time for a change in practice to improve performance.
3. _____ Specific criteria that will indicate improved performance.
4. _____ All forms and conference notes shall be signed by the administrator and teacher
5. _____ The teacher will have the right to representation at the initial and final TIP conference.

II VIII. Outcome of the Final Evaluation (New Section to the Contract)

Any annual contract MBU who receives a Highly Effective or Effective score on the TEP will be renewed.

VIII IX. VII. Pay for Performance (New Section to the Contract)

A. _____ For the 2011-2012, 2012-2013 and 2013-2014 school years, any MBU who receives three consecutive a summative evaluation ratings of "exemplary" or "highly effective" or "effective" will shall be receive merit pay as provided for in Article XIX. eligible for a three year evaluation cycle.

B. _____ Prior to the implementation of any Pay for Performance Salary Schedule, the IRCEA and SDIRC will determine a process for verification of each teacher's student data to be included in the evaluation assessment and resolve other issues that lead to a demonstrated financial impact.

ARTICLE VII

REDUCTION IN PERSONNEL

VII.1 Layoff Procedures

- A. The Board and Superintendent are legally charged with the responsibility of staffing the instructional services providedThe following Procedures shall be used when reducing instructional personnel.
- The School Board will determine the order of a workforce reduction based on the educational program needs and the performance evaluations of employees. Seniority will not be a factor in determining the order of employees to be reduced. The School Board shall first determine the education programs that will be affected by the reduction in force. Within the programs targeted for reduction, the employees with the lowest performance evaluation, in current and immediately preceding school year, will be the first to be released; the employee with the next lowest performance evaluation will be the next to be released; and the reductions shall continue in like manner until the needed number of reductions has occurred. The Board and the IRCEA recognize the right of the principal to recommend personnel he/she feels is best qualified for meeting the curricular needs of the school and the right of the School Board to determine the overall educational program needs of the district.

This language replaces the current language found in A.1 through A.5

Article XIX

Professional Compensation

and

Fringe Benefits

XIX .3 Compensation and Pay Schedules

- E. ~~Accomplished Educator Incentive~~ bonus pay is ~~For the 2011-2012, 2012-2013 and 2013-2014 school years, Pay For Performance bonus pay is \$1,000 annually for teachers designated as "highly effective" and \$500 annually for teachers designated as "effective" as reflected on their summative evaluation scores. This pay shall be~~ five percent (5%) of their MBU's base pay ~~as reflected in~~ Appendix B.2.
1. ~~MBUs who obtain Accomplished Educator status during a school year in which they retire, will receive their performance pay on before June 30th.~~
 2. ~~MBUs who obtain Accomplished Educator status during a school year, and retirees prior to the December issuance of the performance bonuses, will receive the bonus prior to December 31st.~~

XIX.4 Fringe Benefits

SDIRC's Health Insurance Proposal

SDIRC Counterproposal
November 21, 2011

MEMORANDUM OF UNDERSTANDING
Between
The School District of Indian River County
And
The Indian River County Education Association

Re: Health Care Plan Design, Benefits and Cost

The Health Insurance Advisory Task Force, as found under Article X.12 of the collective bargaining agreement between the School District of Indian River County (SDIRC) and the Indian River County Education Association (IRCEA), is charged with maintaining the best possible health insurance benefits. This article further provides that any changes to the health insurance or plan benefits will be negotiated. Accordingly, the IRCEA and SDIRC have come to agreement regarding the employee health care insurance plan design, benefits and cost as follows:

The SDIRC has worked collaboratively with the IRCEA and demonstrated good faith efforts to decrease climbing deficits to the health insurance fund. This was shown by a willingness to make plan design changes for 2012. In addition to increasing premium contribution rates, out-of-pocket deductibles, office visit co-pays and prescription drug co-pays increased as well.

The Board approved the following four (4) attached plans which translate into:

- Blue Option 5774 is \$0/member/month contribution
- Blue Option Plan 5190 Health Savings Account is \$27/member/month
- Blue Option Plan 5770 \$59/member/month
- 800 Blue Choice Plan \$94/member/month

In addition, the plans provide a four tier structure which consists of:

- Employee Only
- Employee Spouse
- Employee Child/Children
- Employee Family

In recognition of the information provided above, SDIRC and IRCEA agree to this Memorandum of Understanding as it applies to the 2012 health insurance plan year beginning on January 1, 2012 and expires on December 31, 2012.

Chief Negotiator of SDIRC

For the Association

Date

Date

School District of Indian River County
Total Contributions
New 4 Tier Plan (October 27, 2011)

		2012			
		800	5770	5190	5774
Active					
EE		499	464	432	405
ES		825	767	714	669
EC		809	752	700	656
EF		921	857	797	747

School District of Indian River County
Member Contributions
New 4 Tier Plan (October 27, 2011)

		2012			
		800	5770	5190	5774
Active					
EE		94	59	27	0
ES		420	362	309	264
EC		404	347	295	251
EF		516	452	392	342

School District of Indian River County
Total Contributions
New Rates as of October 5th, 2011

		2012			
		800	5770	5190	5774
Active					
S		499	464	432	405
1C		799	743	692	648
2C		851	791	736	690
F		905	841	783	733

School District of Indian River County
Member Contributions
New Rates as of October 5th, 2011

		2012			
		800	5770	5190	5774
Active					
S		94	59	27	0
1C		394	338	287	243
2C		446	386	331	285
F		500	436	378	328

XIX.7 Differentiated Pay

~~MBU's who work during the 2007-2008 school year at a Title 1 School shall receive a \$1,000 salary increase on base pay. Beginning with the 2008-2009 school year, MBUs at Title 1 schools shall receive \$2000.00 distributed over twenty four (24) paychecks.~~

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Stang, Judy

From: Suzanne D'Agresta [sdagresta@orlandolaw.net]
Sent: Friday, February 17, 2012 10:22 AM
To: Stang, Judy
Cc: Beth Weatherstone (Beth.Weatherstone@floridaea.org); Dianne Falvo (dianne.falvo@floridaea.org); Wayne L. Helsby (whelsby@anblaw.com); Lannon, Pamela; Roberts, Denise
Subject: FW: Clarification

Dear Judy –

Please add the below email to the backup information for the February 22, 2012 legislative hearing, and distribute to School Board members in accordance with your normal procedures. Thank you.



Suzanne D'Agresta, Shareholder
Board Certified City, County, & Local Government Law
111 N. Orange Avenue, Suite 2000
P.O. Box 2873
Orlando, Florida 32802-2873
Phone (407) 425-9566
Fax (407) 425-9596
Website: www.orlandolaw.net
Email: sdagresta@orlandolaw.net

Any incoming e-mail reply to this communication will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we may not receive your reply and/or we may not receive it in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

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From: Poysell, Peggy [mailto:Peggy.Poysell@indianriverschools.org]
Sent: Thursday, February 16, 2012 12:23 PM
To: Suzanne D'Agresta
Cc: Cindy Valentin; Adams, Fran
Subject: Clarification

Suzanne,

Dr. Adams asks that you provide the Board the following clarification to the Superintendent's proposals sent to Impasse:

In the proposals submitted for impasse:

- Any language in black is current contract language.
- Any language in black that is struck is language that SDIRC wants removed from the contract.

- In Article III:
 - Language underlined in blue and struck is language submitted by IRCEA that SDIRC rejects.
 - Language underlined blue and not struck is language that SDIRC agrees with.
- In Article IV:
 - Underlined red language is being proposed by SDIRC
 - In section V. Procedure, there is red underlined language struck. This is additional language that was added by IRCEA that SDIRC rejected, as well.
 - Language underlined blue and struck is language submitted by IRCEA that SDIRC rejects.
 - Underlined blue language, SDIRC agrees with.
- In Article VII:
 - Underlined blue language is language SDIRC is proposing.
- In Article XIX:
 - Language in black and struck is current contract language that SDIRC wants removed from the contract.
 - Language in blue and struck is new language added by IRCEA that SDIRC has rejected.
 - SDIRC placed the SDIRC's Health Insurance Proposal within this document.

Thank you,

Peggy

Peggy G. Poysell

Executive Assistant to the Superintendent

School District of Indian River County

1990 - 25th Street

Vero Beach, FL 32960

(772) 564-3150

(772) 564-3128 Fax

peggy.poysell@indianriverschools.org

Due to Florida's broad public records law, most written communications to or from government employees regarding public education are public records. Therefore, this e-mail communication may be subject to public disclosure.

**IRCEA
ITEMS AT IMPASSE**

**ARTICLE III
WORKING CONDITIONS**

III.1 Workday and Workyear

- H. Where teaching subjects are departmentalized, the administrator will make every effort to see that no MBU will have more than three (3) preparations per semester.
1. No MBU will be required to teach more than one (1) grade level in elementary or more than one (1) course at secondary during the same class time, i.e. no split classes.
- L. No MBU within the same course or grade level is to be assigned a disproportionate number of students with documented behavioral, medical or cognitive issues.
- M. No MBU will be responsible for supervising a student while that student is under virtual school instruction.

**ARTICLE IV
TEACHER EVALUATION**

III. General Rules

- A. When a MBU's data source is other than state assessments for the specific students taught by the MBU in the tested subject area, every effort will be made to associate the MBU's actual students' test results to the MBU's evaluation to the greatest extent possible.
- B. Any MBU placed on the 90-day process described herein which could lead to non-renewal or termination may request the superintendent to review his or her class list for the coming year for equity of the teaching assignment.

III. V. Procedure

- C. Evaluators
1. Evaluation procedures for assessing the performance of duties and responsibilities of MBUs are functions and responsibilities of the administration.
 2. Sites with multiple administrators shall establish a rotation schedule in which no MBU shall be evaluated by the same administrator for more than three (3) consecutive years.
 3. An administrator who cannot demonstrate consistent accuracy in correctly identifying deliberate practice strategies, provide relevant focused feedback, correctly identify scales of teacher performance within the observation protocol, and correctly identify teacher evidence when a particular instructional strategy is in use within the Marzano Framework at a ninety percent (90%) or greater accuracy rate shall not be permitted to evaluate MBUs.
 7. The evaluating administrator is required to sign and date the formative conference, and summative rating forms. The pre-observation conference form and reflection conference form shall be completed together by the administrator and teacher during the pre-observation conference and reflection conference, respectively.

VI. VII. Criteria for initiating a TIP

- A. When it is determined that an instructional employee's final summative performance is unsatisfactory or needs improvement, the evaluating administrator shall hold a conference with the employee within five (5) student days following the determination and shall make specific, comprehensive suggestions, in writing, as to how the performance of the employee can be improved.
- B. Such plan shall include:
 1. A form indicating the plan of improvement and results.
 2. A time frame for implementing changes. This time frame must provide adequate time for a change in practice to improve performance.
 3. Specific criteria that will indicate improved performance.
 4. All forms and conference notes shall be signed by the administrator and teacher.
 5. The teacher will have the right to representation at the initial and final TIP conference.

VII VIII. Outcome of the Final Evaluation

Any annual contract MBU who receives a Highly Effective or Effective score on the TEP will be renewed.

VIII IX. Pay for Performance

- A. For the 2011-2012, 2012-2013 and 2013-2014 school years, any MBU who receives three consecutive a summative evaluation ratings of "exemplary" or "highly effective" or "effective" will shall be receive merit pay as provided for in Article XIX. eligible for a three-year evaluation cycle.
- B. Prior to the implementation of any Pay for Performance Salary Schedule, the IRCEA and SDIRC will determine a process for verification of each teacher's student data to be included in the evaluation assessment and resolve other issues that lead to a demonstrated financial impact.
- C. Starting with the 2014-2015 school year, MBUs holding a PSC or CC who decide to participate in the performance pay system must acknowledge in writing, with the MBU's signature that they permanently forfeit their right to PSC or CC contract status.

ARTICLE VII REDUCTION IN PERSONNEL

VII.1 Layoff Procedures

- A. The Board and Superintendent are legally charged with the responsibility of staffing the instructional services provided by the Board. It is recognized that occasions may arise when it is necessary to reduce services. When this occurs, the Superintendent and his designated staff will analyze the total school program and services provided, including but not limited to personnel, in order to make recommendations to the School Board. When instructional personnel are to be affected by a reduction in the number of teaching positions, the Association shall be notified by the Superintendent or his the superintendent's designee. The following procedures shall be used when reducing instructional personnel:
 1. The Board will determine areas of workforce reduction based on educational program needs. The Board shall first attempt to accomplish such reduction by attrition.
 - 4.2. If workforce reduction is still needed, the School Board will retain MBUs in the school district based upon the MBU's average of summative evaluations for the previous 3-years or the current summative evaluation, whichever is higher, along with area(s) of teacher certification. Specifically, criteria for retention will be based on personnel within the affected program areas whose chosen average summative evaluation score is effective or higher. Within the program areas requiring reduction, the employee with the lowest chosen average summative evaluation score must be the first to be released; the employee with the next lowest chosen average summative evaluation score must be the second to be released; and reductions shall continue in like manner until the needed number of reductions has occurred. Notwithstanding the above, if the average summative performance evaluations are essentially equal, teachers who do not hold certification in the affected program areas shall be released before teachers holding certification in that area. Instructional personnel who have the least continuous seniority in Indian River County, and who hold a certificate other than a regular certificate or who are "out of field" will be affected first by any reduction. "Out-of-field" personnel shall not

- include individuals who are certified in a specific subject area(s), normally teach in the area(s) of certification but have been assigned an "out of field" assignment by administration for that school year.
2. ~~Instructional personnel with the least continuous seniority in Indian River County, hold a regular certificate shall be affected next depending upon the subject area or field needed to staff positions.~~
 3. If two or more MBUs are equal under Numbers 1 and 2, consideration will then be given to the following:
 - a. Assignment flexibility determined through multi-subject coverage on the certificate.
 - b. Extra curricular assignments, which are an important part of the school programs, shall also be given consideration.
 - c. The greatest number of years of teaching experience.
 - d. The highest rank of certificate.
 4. Any MBU with at least five (5) years of continuous teaching experience in the district who would become eligible for vesting in the Florida Retirement System in the year for which reappointment cannot be made because of a reduction in personnel shall be given every consideration to acquire the additional required time, even if the position is not an instructional bargaining unit position.
 5. The Board and the Association recognize the right of the principal to recommend personnel he/she feels is best qualified for meeting the curricular, extra-curricular needs of the school.

ARTICLE XIX
PROFESSIONAL COMPENSATION AND FRINGE BENEFITS

XIX.3 Compensation and Pay Schedules

- E. ~~Accomplished Educator Incentive bonus pay is~~ For the 2011-2012, 2012-2013 and 2013-2014 school years, Pay for Performance bonus pay is \$1,000 annually for teachers designated as "highly effective" and \$500 annually for teachers designated as "effective" as reflected on their summative evaluation scores. This pay shall be five percent (5%) of the MBU's base pay as reflected in Appendix B.2. Pay for Performance monies shall be paid on the Friday before Thanksgiving holiday in the following fiscal year or within four (4) weeks following receipt of the student growth data, whichever is later.
1. ~~MBUs who obtain Accomplished Educator status during a school year in which they retire, will receive their performance pay on or before June 30th.~~
 2. ~~MBUs who obtain Accomplished Educator status during a school year, and retirees prior to the December issuance of the performance bonuses, will receive the bonus prior to December 31st.~~

The IRCEA withdraws its counterproposals of August 10 and September 20, 2011 and holds with current contract language as cited.

XIX.7 Differentiated Pay

MBU's who work during the 2007-2008 school year at a Title 1 School shall receive a \$1,000 salary increase on base pay. Beginning with the 2008-2009 school year, MBUs at Title 1 schools shall receive \$2000.00 distributed over twenty-four (24) paychecks.

APPENDIX B SALARY SCHEDULES

Appendix B.1 Salary Schedules

SCHOOL DISTRICT OF INDIAN RIVER COUNTY

2009-2010-2011-2012

Experience	Step	Bachelor	Masters	Specialist	Doctorate
0-2 <u>0-4</u>	1	\$35,500.00	\$38,453.00	\$39,409.00	\$40,374.00
3-5	2	\$36,210.00	\$39,163.00	\$40,119.00	\$41,084.00
4-6	3	\$36,934.00	\$39,887.00	\$40,843.00	\$41,808.00
5-7	4	\$37,673.00	\$40,626.00	\$41,582.00	\$42,547.00
6-8	5	\$38,426.00	\$41,379.00	\$42,335.00	\$43,300.00
7-9	6	\$39,195.00	\$42,148.00	\$43,104.00	\$44,069.00
8-10	7	\$39,979.00	\$42,932.00	\$43,888.00	\$44,853.00
9-11	8	\$40,778.00	\$43,731.00	\$44,687.00	\$45,652.00
10-12	9	\$41,594.00	\$44,547.00	\$45,503.00	\$46,468.00
11-13	10	\$42,426.00	\$45,379.00	\$46,335.00	\$47,300.00
12-14	11	\$43,274.00	\$46,227.00	\$47,183.00	\$48,148.00
13-15	12	\$44,140.00	\$47,093.00	\$48,049.00	\$49,014.00
14-16	13	\$45,023.00	\$47,976.00	\$48,932.00	\$49,897.00
15-17	14	\$45,923.00	\$48,876.00	\$49,832.00	\$50,797.00
16-18	15	\$46,841.00	\$49,794.00	\$50,750.00	\$51,715.00
17-19	16	\$47,778.00	\$50,731.00	\$51,687.00	\$52,652.00
18-20	17	\$48,734.00	\$51,687.00	\$52,643.00	\$53,608.00
19-21	18	\$49,709.00	\$52,662.00	\$53,618.00	\$54,583.00
20-22	19	\$50,703.00	\$53,656.00	\$54,612.00	\$55,577.00
21-23	20	\$51,717.00	\$54,670.00	\$55,626.00	\$56,591.00
22-24	21	\$52,751.00	\$55,704.00	\$56,660.00	\$57,625.00
23-25	22	\$53,806.00	\$56,759.00	\$57,715.00	\$58,680.00
24-26	23	\$54,882.00	\$57,835.00	\$58,791.00	\$59,756.00
25-27	24	\$55,980.00	\$58,933.00	\$59,889.00	\$60,854.00
26+ <u>28+</u>	25	\$57,100.00	\$60,053.00	\$61,009.00	\$61,974.00

Advanced Degrees

Master Degree	\$2,953.00
Specialist Degree	\$3,909.00
Doctorate Degree	\$4,874.00

**Appendix B. 2 Accomplished Educator Pay for Performance Bonus Pay, Full Schedule
Supplements**

School District of Indian River County

~~2009-2010~~

2011-2014

Teacher Performance Supplement Pay for
Performance Bonus Pay
196-Day Schedule 5% of Base

-	Bachelor	Masters	Specialist	Doctorate
1	\$1,775	\$1,923	\$1,970	\$2,019
2	\$1,811	\$1,958	\$2,006	\$2,054
3	\$1,847	\$1,994	\$2,042	\$2,090
4	\$1,884	\$2,031	\$2,079	\$2,127
5	\$1,921	\$2,069	\$2,117	\$2,165
6	\$1,960	\$2,107	\$2,155	\$2,203
7	\$1,999	\$2,147	\$2,194	\$2,243
8	\$2,039	\$2,187	\$2,234	\$2,283
9	\$2,080	\$2,227	\$2,275	\$2,323
10	\$2,121	\$2,269	\$2,317	\$2,365
11	\$2,164	\$2,311	\$2,359	\$2,407
12	\$2,207	\$2,355	\$2,402	\$2,451
13	\$2,251	\$2,399	\$2,447	\$2,495
14	\$2,296	\$2,444	\$2,492	\$2,540
15	\$2,342	\$2,490	\$2,538	\$2,586
16	\$2,389	\$2,537	\$2,584	\$2,633
17	\$2,437	\$2,584	\$2,632	\$2,680
18	\$2,485	\$2,633	\$2,681	\$2,729
19	\$2,535	\$2,683	\$2,731	\$2,779
20	\$2,586	\$2,734	\$2,781	\$2,830
21	\$2,638	\$2,785	\$2,833	\$2,881
22	\$2,690	\$2,838	\$2,886	\$2,934
23	\$2,744	\$2,892	\$2,940	\$2,988
24	\$2,799	\$2,947	\$2,994	\$3,043
25	\$2,855	\$3,003	\$3,050	\$3,099

School District of Indian River County

~~2009-2010~~

2011-2014

Teacher Full Schedule Supplement
196 Day Schedule - 6.16% of Base

	Bachelor	Masters	Specialist	Doctorate
1	\$2,187	\$2,369	\$2,428	\$2,487
2	\$2,231	\$2,412	\$2,471	\$2,531
3	\$2,275	\$2,457	\$2,516	\$2,575
4	\$2,321	\$2,503	\$2,561	\$2,621
5	\$2,367	\$2,549	\$2,608	\$2,667
6	\$2,414	\$2,596	\$2,655	\$2,715
7	\$2,463	\$2,645	\$2,704	\$2,763
8	\$2,512	\$2,694	\$2,753	\$2,812
9	\$2,562	\$2,744	\$2,803	\$2,862
10	\$2,613	\$2,795	\$2,854	\$2,914
11	\$2,666	\$2,848	\$2,906	\$2,966
12	\$2,719	\$2,901	\$2,960	\$3,019
13	\$2,773	\$2,955	\$3,014	\$3,074
14	\$2,829	\$3,011	\$3,070	\$3,129
15	\$2,885	\$3,067	\$3,126	\$3,186
16	\$2,943	\$3,125	\$3,184	\$3,243
17	\$3,002	\$3,184	\$3,243	\$3,302
18	\$3,062	\$3,244	\$3,303	\$3,362
19	\$3,123	\$3,305	\$3,364	\$3,424
20	\$3,186	\$3,368	\$3,427	\$3,486
21	\$3,249	\$3,431	\$3,490	\$3,550
22	\$3,314	\$3,496	\$3,555	\$3,615
23	\$3,381	\$3,563	\$3,622	\$3,681
24	\$3,448	\$3,630	\$3,689	\$3,749
25	\$3,517	\$3,699	\$3,758	\$3,818

Teachers designated as "highly effective" - \$1,000 annually
Teachers designated as "effective" - \$500 annually

MEMORANDUM OF UNDERSTANDING

Health Care Plan Design, Benefits and Cost

This Memorandum of Understanding is by and between the Indian River County Education Association (“the IRCEA”) and the School District of Indian River County (“the Board”).

WHEREAS, the Health Insurance Committee as found under Article X.12 of the collective bargaining agreement between the IRCEA and the Board is charged with maintaining the best possible health insurance benefits; and

WHEREAS, this Article further provides that any changes to the health insurance or plan benefits will be negotiated; and

WHEREAS, according to information provided by insurance consultants hired by the Board, Brown & Brown Insurance, increasing monthly premium contribution rates per member per month of \$35 will match revenues with expenditures resulting in no net decreases to the health insurance fund balance for 2012; and

WHEREAS, retirees over the age of 65 are currently running a deficit to the health insurance fund of \$92/contract/month (inclusive of stop-loss and management/administration fees), up from \$88/contract/month the previous year. This group does not pay the full cost of the monthly health insurance premium, pays no deductible costs, office visit co-pays or co-insurance costs. In essence, this group of retirees has a richer plan than retirees under the age of 65 retirees and current employees of the Board; and

WHEREAS, the Board currently contributes \$405/member/month for IRCEA bargaining unit members. The Board increased its monthly contribution to the instructional bargaining unit health insurance premium by \$19/contract/month for 2011; IRCEA bargaining unit members currently pay \$59/member/month; and

WHEREAS, the Board currently contributes \$419/member/month for CWA bargaining unit members. The Board increased its monthly contribution to the CWA bargaining unit health insurance premiums by \$33/member/month for 2011; CWA bargaining unit members currently pay \$45/member/month for the same health insurance plans as IRCEA. This past year the Board contributed \$108,024 in additional premium benefits on behalf of CWA for the same health insurance plans as IRCEA; and

WHEREAS, the proposed management/administrative expenses to the plan are \$49.50/member/month, the same cost as incurred the previous year. Assumptions as provided by Brown & Brown are that a 7.5% medical trend increase will occur during 2012 for active employees; and

WHEREAS, the IRCEA has worked collaboratively with the SDIRC and demonstrated good faith efforts to decrease climbing deficits to the health insurance fund. This was shown by a willingness to add additional health insurance plans with lowered benefits for 2012.

NOW, THEREFORE, it is agreed that:

- 1.0 Recitals. The recitals set forth above are hereby adopted as if fully set forth herein.
- 2.0 Premium Contribution Rates for 2012. The overall premium contribution rates for each plan are shown and agreed to as set forth in Appendix A.
- 3.0 Health Care Plans and Benefits. Four (4) health care plans through BlueCross BlueShield of Florida will be offered: Plan 800, Plan 5770, Plan 5190, and Plan 5774. These plans are attached hereto as Appendix B1, B2, B3, and B4, respectively.
- 4.0 CWA, Non-Represented Employees and Retirees. In the event that the agreement ultimately adopted for the CWA bargaining unit or for non-represented employees, e.g. administration, confidential/managerial, professional technical, or retirees, effective no later than sixty (60) calendar days following the ratification of this agreement, provide for the Board to make greater Group Health insurance premium contributions for the benefits of those employees and/or retirees, the Board shall make the same contribution toward Group Health Insurance for employees covered by this Agreement. Absent the same or greater contributions by the Board on behalf of IRCEA bargaining unit members, all proposed premium changes shall be null and void and language shall revert back to the original language as found under Article XIX of the 2009-2012 Agreement.
- 5.0 Expiration. This Memorandum of Understanding will expire December 31, 2012, at which time all provisions revert back to language as contained within Article XIX of the 2009-2012 Agreement, unless a subsequent agreement is reached between the parties.

This Memorandum of Understanding is executed this _____ day of

_____, ~~2011~~ 2012.

Indian River County Education Association

School District of Indian River County,
Florida

Elizabeth Weatherstone, President

Matthew McCain, Board Chair

APPENDIX A

It is agreed that the School District of Indian River County will increase their contribution for each MBU from \$405 per month to \$440 per month.

Total Contributions (employee + School District) for Health Benefit Plan year 2012

Plan Designs	800	5770	5190	5774
Active Groups				
Employee only	499	464	432	405
Employee + Spouse	825	767	714	669
Employee + child/children	809	752	700	658
Employee + Family	921	857	797	747

Employee Contributions:

Plan Designs	800	5770	5190	5774
Active Groups				
Employee only	59	24	-8	-35
Employee + Spouse	385	327	274	229
Employee + child/children	369	312	260	218
Employee + Family	481	417	357	307

Where the School Board Contribution exceeds the cost of the plan (5775 and 5190 Employee only plans), the difference will be held in a Flexible Spending Account for the exclusive use of that MBU. This will be deemed a Limited Flexible Spending Account if the employee participates in a Health Saving Account Plan. MBUs will be notified at the close of each fiscal year of the balance in this account.