



2014-17

Contract

Between

The School Board of Martin County

and

Martin County Education Association

2014-2015 Additions

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2014-2015 Negotiation Team Members**

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**Martin County School Board
2014-2015 Negotiation Team Members**

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ARTICLE I GENERAL PROVISIONS

I.1 Preamble

The School Board of Martin County, hereinafter referred to as the “Board” and the Martin County Education Association, hereinafter referred to as the “Association”, having met and negotiated in accordance with Florida Statutes Chapter 447 and having reached certain understandings, hereby agree as follows:

I.2 Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive Bargaining agent for all teachers, deans, team leaders, guidance counselors, media specialists, activities directors and occupational specialists.
- B. The Board further agrees not to negotiate with any other organization as bargaining agent other than the Association for those employees in the unit as listed in “A” above.
- C. The School Board acknowledges that the provisions of the master contract are legally enforceable. For violations the parties reserve the right to pursue all remedies available under law or under provisions of this contract.
- D. Employee contracts may be reduced by the Board’s exercise of its management right to relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.

I.3 Definitions

The following terms, as used herein, shall apply to this contract only:

- Board: shall mean the School Board of Martin County.
- Association: shall mean the Martin County Education Association.
- Agreement: shall mean the four corners of this negotiated contract.
- Employee: shall mean any contracted employee of the Board in the bargaining unit.
- Employer: shall mean the School Board of Martin County.

Seniority: shall mean the length of continuous (unbroken) service with the Martin County School System; absences due to approved leaves shall not count as a break in service.

I.4 Negotiations

A. This agreement shall constitute the full and complete agreement between the Board and Association and may not be altered nor amended during the term of its existence except as provided for by law or by management right provisions contained herein.

~~B. Subsequent collective bargaining negotiations between the Board and the Association will begin no sooner than one hundred thirty-five (135) days prior to the termination of this Agreement.~~

C. The parties agree that any school may request a waiver of the collective bargaining agreement contractual provision, School Board rules or Florida Department of Education rules, provided the waiver is signed by the Principal and the MCEA Senior Representative and approved by a secret ballot of two-thirds vote of the faculty. The Principal or his/her designee and the Association representative shall count the ballots. In addition, the waiver must be recommended by the Superintendent and approved by the Board and the Executive Board of the Association. The failure of the Superintendent and the Association to recommend the waiver to the Board for approval is not subject to the grievance arbitration procedures. A minimum of seven days' notice shall be given to the Association before a school site waiver vote is taken.

D. The contract waiver process shall follow the steps listed below:

SAC

PRINCIPAL

MCEA

FACULTY

DAC

SUPERINTENDENT

BOARD

DOE (if applicable)

- E. The parties are committed to using a problem-solving process conducted in a principled way that creates effective solutions while improving the relationship.

ARTICLE II EMPLOYMENT CONSIDERATIONS

II.1 Employment philosophy and considerations

- A. Marital status, race, creed, religion, color, sex, age, national origin, physical disabilities or number of years teaching experience shall not be made a condition of employment.
- B. Neither the Board nor the Association will discriminate against any employee of the bargaining unit on the basis of race, age, sex, religion, physical disabilities, national origin, political belief, participation or non-participation in employee organizations or participation or non-participation in a grievance. Nothing in this section shall prohibit the employee from legal recourses outside the contract.
- C. All conditions of employment as set forth in this article shall apply to all employees except as specifically stated.

II.2 Work year

- A. Employee contracts, terms and conditions may be reduced by the Board's exercise of its management right to relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.
- ~~B~~A. The work year for all ten (10) month employees shall be 196 days. Additional days may be added or deleted at the discretion of the Board at the same daily rate.
- ~~C~~B. The school calendar, as adopted by the Board, shall include teacher workdays for planning/ preparation, professional development, early release days, parent/teacher conferences and holidays as follows:
 - 1. There will be six (6) paid holidays.
 - 2. A minimum of two and a half (2.5) uninterrupted pre-school days shall be scheduled as teacher workdays before the start of the student calendar and shall be designated by the District and used at the discretion of the individual teacher for classroom planning and preparation.
 - 3. There will be one (1) planning/preparation teacher workdays after the first semester/during second semester.

4. Four and a half (4.5) days shall be designated as in-service/professional development days.
5. There will be one (1) post-school teacher workday on the last day of the teacher work year. This day shall be used for the employee's own preparation purposes.
6. There shall be six (6) student early release days. The time after student release on these days shall be utilized for professional development.
7. One (1) flex day will be available to teachers each school year. A flex day is defined as a teacher work day immediately preceding the first teacher pre-school work day. Flex days shall be used for planning and classroom preparation. A teacher may elect to work a flex day and then take one of the other teacher workdays off during the school year, including the last post-school day. Teachers must notify principals in advance as much as possible if a flex day will be utilized during any given school year.
8. Employees will not be required to attend any function outside the regular workday except for two (2) mandatory report card conference nights and one (1) open house/curriculum night. Report card conference nights will be held from 5:00 p.m. – 8:00 p.m. after the first and third quarters of each school year and each represents one-half (1/2) of a teacher contract day.

D€. When schools and school offices are officially closed for emergency reasons by the Superintendent, employees shall be paid as usual and no leave day previously arranged by an employee shall be deducted. Make-up days shall be scheduled by the Superintendent; however, the Association shall have the opportunity to provide input prior to the Board approval.

II.3 Pay schedule

A. Employee contracts, terms and conditions may be reduced by the Board's exercise of its management right to relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.

B.A. Salary checks will be paid every two weeks for twenty-six (26) pays for all employees, regardless of whether the pay date is on a holiday/non-work day. If the pay date is a banking holiday, then the pay date would be one day earlier, unless doing so would create more than 26 pays in a calendar year. Should that situation occur, then the pay date would be the next banking day. All checks are issued in accordance with the annual pay schedule. The final pay will be issued on the regularly scheduled pay date for the pay period in which the work is performed with certain exceptions. Notes shall appear on all pay stubs regarding supplements, additions, and changes not reflected on Appendix B-Salary Schedule. Employees on a ten or eleven month schedule with a start date other than July 1st shall receive multiple checks (if entitled to the checks) ~~on the last student day of school~~ prior to June 30th. The multiple checks issued ~~on the last student day of school~~ prior to June 30 shall be eligible for direct deposit.

C.B. All benefit deductions and contributions will be accrued on a 24-pay cycle basis. All insurance deductions ~~are to be~~ will be deducted ~~one the~~ of the month ~~ahead of~~ coverage period. ~~to ensure adequate funding/payment for employee-paid benefits. Any~~ All adjustments to employee insurance deductions must be ~~authorized by the employee in advance (including making up missed deductions)~~ paid within 30 days of being past due. Employees are responsible for all unpaid past due insurance premiums. Failure to pay past due premiums within 30 days will result in termination of coverage effective the end of the month in which premiums were paid to date.

D.C. Employees who have taught summer school shall receive their retroactive paychecks within thirty (30) days of ratification of this Agreement.

E All employees will be paid in accordance with the salary schedules attached in Appendix "B".

- F. Compensation for summer school will be based on the hourly rate in effect for the regular position as of June 30th.
- G. No sick leave will be earned or accrued for teaching summer school.

II.4 Placement on the salary schedule

- A. Newly hired instructional personnel shall be placed onto the Placement Schedule for 196 Contract Day Employees as outlined in Appendix B.
- B. Instructional personnel possessing advanced degrees who are hired on or after July 1, 2014 shall receive supplements for only the highest degree earned in the amounts below:
 - 1. Master's Degree - \$1,800
 - 2. Specialist Degree - \$2,100
 - 3. Doctorate Degree - \$3,600
- C. The Board will reassess the amounts of the supplements described in II.4.B by January 24, 2016.
- D. Speech and Language Pathology Teachers who hold a Certificate of Clinical Competency, a master's degree or equivalent with a major emphasis in speech-language pathology, audiology, speech-language or hearing science will be paid at the master's degree level on the salary schedule.
 - 1. All current and future Speech/Language Pathologists will receive and be granted credit on the salary schedule for all verified years of public and/or private experience.
 - 2. Prior experience will be granted based upon the following formula: the average number of hours worked per week, divided by the average hours per work week (37.5), multiplied by the number of months worked, divided by ten (10) months, resulting in a number representing full-time work years. Multiple jobs are calculated individually and the sum of the work years are added together and rounded to the nearest full year.
 - a. An average work week for purposes of experience calculation is thirty-seven and one-half (37.5) hours per week.

- b. A full year for placement purposes is considered to be ten (10) months of work experience.
- E. With respect to placement on the teacher salary schedule, teachers entering into a written contract for employment in the District will be credited with prior teaching experience to the extent required by ~~F.S. 231.36(3)(g)~~ statute and within the limitations contained herein. A year's experience for salary schedule movement and placement is defined as working one-half of a work year plus one day.
- H. Instructional staff assigned to Indiantown Middle and Warfield Elementary schools on or after July 1, 2014 shall, for the duration of the assignment, have their individual salaries adjusted to reflect a \$2,000 Western Zone supplement. Instructional staff assigned to Indiantown Middle and Warfield Elementary schools on or before June 30, 2014 shall, for the duration of the assignment, have their individual salaries adjusted to reflect a \$1,375 Western Zone supplement, and shall continue to receive the Western Zone Supplement described in Appendix B.2 – Negotiated Instructional Supplements, namely, 4.5% of \$37,000.
- I. The individual employee's wages will remain at the previous year's salaries until an agreement on wages for the year has been reached and ~~a monetary value for each step on the salary schedule has been~~ agreed to by the parties unless employee contracts, terms or conditions are reduced by the Board's exercise of its management right to relieve employees from duty because of lack of work, lack of funds, or for other legitimate reasons.
- J. Salaries will be adjusted to reflect the agreed upon monetary value. Notwithstanding indicated placement of new hires on the salary schedule ~~according to the Years Experience column~~, until such time as wages have been adjusted for current employees, ~~no new hires shall be placed on a step above current employees with equal years of teaching experience.~~ the Placement Schedule in accordance with the provisions contained in Appendix B.

~~K. In the event that the School Board of Martin County and MCEA fail to reach agreement prior to July 1, and through the negotiated process, it is mutually agreed that salary increases will be paid retroactively.~~

When the wage adjustment is to be retroactive, only those employees who have not been discharged or who have not resigned prior to the date of the contract ratification will receive retroactive pay. ~~Those employees retiring under the Florida Retirement System Pension Plan during the period of time of the negotiations for the collective bargaining agreement are eligible for a one-time bonus payment in an amount equivalent to the calculated amount of that retiree's retroactive pay. Retirees who wish to remain eligible for the 'retirement retroactive pay bonus' must qualify for retirement under the Florida Retirement System and notify the director of Human Resources and Staff Development ninety (90) days prior to the projected retirement date in order to receive this bonus. Said written notice must provide the District with a valid mailing address to which the District will mail the retirement retroactive pay bonus. This bonus will be paid only once. It is the sole responsibility of the retiree to provide and maintain with the District a current and valid mailing address.~~

II.5 Professional courtesy

The Association and the School Board will endeavor to provide an opportunity for employees to attend college classes when there are extenuating circumstances.

Employees shall notify the Association and the School Board upon knowledge of such circumstances.

II.6 Job sharing

- A. Job Sharing: Job sharing shall refer to two (2) employees voluntarily sharing one (1) fulltime position. A list of employees interested in job sharing shall be available to the Personnel Office. Teacher participation in the job-sharing program is voluntary.

- B. The Association and the Board agree that job sharing provides career flexibility and opportunities for fulfillment of professional and personal needs. It can increase motivation and productivity in the classroom.
- C. The requirements for employees seeking job sharing positions include: three (3) years of continuous service in Martin County, satisfactory evaluations, certification in the field in which they anticipate job sharing, familiarity with the curriculum (grade level or subject) where they anticipate job sharing, approval of their current site administrator to participate, approval by the Superintendent.
- D. The deadline for application for job sharing will be May 1.
- E. The following must be agreed to by all job sharing applicants:
 - 1. The application form must be signed by all participants.
 - 2. All job sharing participants shall receive fifty (50%) of the fulltime salary, fifty (50%) of current benefits, and fifty (50%) of the normal sick leave. In order to receive insurance benefits, the participants must provide for payment of fifty (50%) of all premiums.
 - 3. The participants must agree to an annual commitment to job sharing.
 - 4. All job sharing participants must attend pre-school days, first day of school, parent-teacher conferences, open house, and in-service days.
 - 5. The job sharing participants shall substitute for each other whenever possible at fifty (50%) of the substitute's daily rate.
 - 6. Should either job sharing partner be unable to fulfill the year long commitment, the other shall complete the fulltime assignment, whenever possible.
- F. Job sharing participants are required to serve their proportionate share of the employee work week for salary step movement.
- G. Participants who choose not to participate a second year shall be returned to their previous School Board position (before job sharing). Participants who job share for more than one (1) year shall be returned to positions in their area of certification.

H. No more than one (1%) of the employees may job share each year.

ARTICLE III RESOLUTION OF GRIEVANCES AND PROBLEMS

III.1 Grievance procedure

- A. A grievance is a dispute between the management representative of the Board and employee by name, group of employees by names, or Association involving the interpretation or application of this Agreement.
- B. All employees within the bargaining unit may have the right to be represented, in the determination of a grievance, by the Association. However, nothing in this part shall be construed to prevent any employee from presenting, at any time, his/her own grievance, in person or by legal counsel, and having such grievance adjusted without the intervention of the bargaining agent if the Association has been given reasonable opportunity to be present, and providing the adjustment is not inconsistent with the terms of this Agreement.
- C. If a dispute should arise concerning the interpretation or application of this Agreement, the complainant shall first informally discuss the problem with his/her immediate supervisor within fifteen (15) days of the latter of either the origination of the dispute or of the complainant becoming aware of the alleged violation. If the complainant is not satisfied after informally discussing the complaint, the complainant may file a formal grievance within seven (7) days with the principal or his/her designee
- D. The number of days indicated at each level is considered to be the maximum. Time limits, may, however, be extended by mutual agreement between the grievant and the appropriate level management representative. Verbal agreements shall be confirmed in writing.
- E. An employee who is not assigned to an individual school may file a grievance with the director to whom he/she is responsible. The grievant and director will follow the procedure outlined in LEVEL ONE of this article.
- F. In the event an employee has a complaint, he/she shall abide by the management decision involved prior to and during the time the grievance has been filed and has been processed.

- G. A grievance may be withdrawn at any level but the same grievance may not be filed a second time by the same party.
- H. For the purpose of this Grievance Procedure, working days are defined as those days, Monday through Friday, exclusive of legal school holidays.
- I. All grievances will be processed during times which do not interfere with or cause interruption of the grievant's work responsibilities. Release time may be granted by the principal when deemed necessary. Such release time, as granted by the principal, shall be without loss of pay for such participation.
- J. If not satisfied at the conclusion of the informal discussion, the employee may become a grievant by filing a written grievance with the principal within seven (7) working days. The written grievance shall be filed on the form provided (APPENDIX A). The original grievance is filed with the principal and a copy shall be forwarded to the Association, the Superintendent, and to the Board Attorney. If the grievant does not file a grievance within seven (7) working days after the informal discussion period, the right to proceed with this grievance for this incident is waived by all parties.
- K. Copies of the management decisions at each level and the grievant's written statements given at any step of the Grievance Procedure whatsoever, shall be forwarded to the grievant, Association, Board Attorney, and the Superintendent.

LEVEL ONE

Within seven (7) working days after the filing of a grievance, the principal will meet with the grievant and formally discuss the grievance and any supporting evidence available so that a formal resolution of the dispute may be found between the two parties. The management position shall be entered in a written statement by the principal that is to be signed by both parties within seven (7) working days of the meeting. The grievant shall indicate with his/her signature his/her satisfaction, or lack of satisfaction, with the decision in writing. Copies of this statement will be made a part of the original grievance form by attachment and forwarded as in "K" above. If the grievant is not satisfied with the disposition of the grievance at this level, or if no disposition has been made within seven (7) working days of such meeting or fourteen (14) working days from

the date of filing, whichever shall be later, the grievance may be submitted by the grievant to the Director of HRMD, Risk and Benefits; and further, a grievant who is not assigned to an individual school may continue directly to LEVEL THREE.

LEVEL TWO

Within seven (7) working days of the receipt of the grievance appeal, the director shall review the appeal and shall render a decision, based on all the material presented, within seven (7) working days of said review. A copy of this decision shall be supplied to the grievant. If the grievant is not satisfied with the decision at LEVEL TWO, or if no decision has been made within seven (7) working days of such review, he/she may, within seven (7) working days, submit the grievance to the Superintendent.

LEVEL THREE

Within seven (7) working days of the receipt of appeal, the Superintendent or his/her designee shall hear the appeal. The grievant may or may not attend the hearing at his option; and within seven (7) working days of said date, the Superintendent or his/her designee shall render his/her written decision based on the material presented, and such decision shall be provided as in "K" above.

ARBITRATION

When the Association submits a timely written notice for arbitration of an unresolved grievance, the Association and the employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within ten (10) days; the Association and the School District each striking one (1) name from the list in turn until only one (1) name remains. The Association shall strike first. The arbitrator's decision shall be submitted in writing to all parties and shall be final and binding on all parties to this agreement, providing that the arbitrator shall not add to nor subtract from, modify, or otherwise alter the terms of this Agreement. The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript shall be borne equally by the employer and the Association. However, all other expenses incurred by either party in its preparation shall be borne by the party incurring same.

ARTICLE IV ASSOCIATION AND MANAGEMENT RIGHTS

IV.1 Payroll deductions

- A. Upon appropriate written authorization (Appendix E), the Board shall deduct from an employee's salary, in uniform assessments: 1. Association dues 2. Contributions to the MCEA Tiger. Such authorization shall continue in effect until or unless revoked by the employee upon thirty (30) days notice to the Board and the Association. The Board agrees to remit the total amount of dues and CCE collected to the Association within ten (10) days after the close of the month. Authorization for such deductions shall be submitted to the Finance Office at least thirty (30) days before deductions are to begin. Upon authorization, the employee shall waive all right and claim to said monies so deducted and transmitted in accordance with authorization and relieve the Board and all its officers from any liability therefore. The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the Board, for the purpose of complying with this request.
- B. Upon appropriate written authorization from an employee, the Board shall deduct from the salary of the employee and promptly make appropriate remittance for annuities, credit union, charitable donations and benefit deductions which meet the established criteria of the Board.

IV.2 Use of facilities and communication

- A. The privileges granted under this section shall be exclusively for the Association.
- B. Authorized representatives of the Association shall have the right to use school buildings at such times that they do not interfere with school activities, provided the authorized representative has been given such permission and assignment of space by the building principal, and approved by the Superintendent.

- C. The Association shall submit to the Superintendent by September 15th of each school year, the names of its authorized representatives who will be transacting official Association business. In the event that there should be additions or deletions, they shall be forwarded to the Superintendent immediately. Official Association business shall include: conferring with the building principal or supervisor and meeting with the employees.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property during such times which do not interfere with or cause interruptions of the employee's work responsibilities as determined by the principal.
- E. The authorized representative of the Association shall, as provided herein, post notices of activities and matters on appropriate bulletin boards at each school site, as determined by the principal. The space and length of time for such use will be determined by the building principal on individual requests by the Association representatives. The Association shall, as provided herein, use employee mail boxes located at each school. All such posting and putting up of mail will be handled during non-instructional time, before and after the students' school day and during the employee's duty-free lunch period. A copy of each school-wide communication placed in the employee's mail box by the building representative or his/her designee, will be given to the principal or his/her designee prior to placing in mail boxes or posting. All bulletins, printed materials, and other communications distributed under this section must show originator's name and address. The following logo will appear on all Association bulletins, printed materials, and other communications distributed under this section. Merchant advertisements will be limited to the "Chalktalk". The Association agrees that they will limit their distributions to a maximum of five items a week.



- F. The Association's authorized representative shall be given an opportunity at each building faculty meeting to present brief reports and announcements. Attendance at this portion of the meeting is strictly voluntary.
- G. MCEA shall have the right to use the school electronic mail system to conduct business between the union and the district under the following circumstances:
 - 1. General electronic communications shall be between the Association President and the District Administration.
 - 2. MCEA membership shall have use of the school electronic e-mail for the following purposes:
 - a. Informing membership of scheduled meetings;
 - b. Distributing the following information to the Association membership:
 - (1) Surveys
 - (2) Newsletters
 - (3) Ratification materials
 - 3. MCEA shall initiate its electronic communication regarding number two above with members through its faculty representative and/or executive board members who in turn will forward the communication to members at their site.

IV.3 Consultation and/or collaborative efforts

- A. A representative of the Association shall be granted an opportunity to address the assembled instructional staff during an employee orientation program. Upon request, the Association may be assigned a space to consult with its membership.

- B. The Board shall furnish the Association with a camera-ready copy of the ratified Agreement suitable for reproduction within thirty (30) days of ratification by the Board and employees.
- C. The Finance Director shall make available, to an authorized representative of the Association, copies of budgeting and financial reports in the Finance office, within twenty-four (24) hours of the Board's receipt of the same material.
- D. The Director of Human Resources and Staff Development will make available to the Association a copy of all applicable postings.

~~IV.4 DROP Extension and Re-Hire~~

- ~~A. Effective July 1, 2010, DROP participants who otherwise qualify may apply for re-hire as classroom teachers on an annual contract basis after being retired for six (6) calendar months after the effective date of retirement or DROP termination. All Instructional Personnel rehired after retiring from DROP prior to or after July 1, 2010, will be permanently placed on Salary Step 3.~~
- ~~B. Participation in DROP beyond 60 months will not be allowed. Instructional Personnel rehired after retiring from DROP shall not achieve continuing contract or professional service contract status or be eligible for the Florida Retirement System (FRS).~~

ARTICLE V WORKING CONDITIONS

V.1 Work day

- A. The working day for all non-teaching employees earning an extended day supplement, i.e. deans, team leaders, director of student affairs, guidance and staffing/program specialists, shall be eight (8) hours including lunch. The workday for all other instructional employees shall be 7.5 hours including a planning period and duty free lunch. Secondary, middle school and elementary teachers shall teach a maximum of 300 minutes. No less than 45 continuous minutes will be provided for planning/preparation for all teachers. Meetings during the workday will not be scheduled during the teacher's planning time unless necessary to accommodate parent(s) schedules and/or to schedule IEP meetings or other ESE related meetings. Work schedules will be assigned at the discretion of the Board. Any changes in scheduling within these limits must be discussed at each school site by a committee that includes representatives of the MCEA (equal to the number of elected MCEA representatives at the school), appointed by the MCEA President. Employees shall have a reduced day on that working day which precedes a holiday whereby employees shall be released no later than ten (10) minutes after the close of the student day.
- B. Assignment of TEACHERS AS ADVISORS program duties and evaluation of teachers as advisors participation shall be limited to those duties that can be reasonably accomplished during the workday excluding the assigned planning period.
- C. Any regular duty assignments in addition to the regular school day (including summer school) shall not be obligatory.
- D. When school is not in session, employees may be given access to the building by arranging such access with the principal or his designee.

V.2 Faculty meetings

- A. The principal shall schedule faculty meetings during the regular workday, as he/she deems necessary. Such meetings shall not exceed the regular workday.

ARTICLE V WORKING CONDITIONS

V.3 Attendance at meetings

- A. Employees will not be required to attend any function outside the regular workday except for two (2) mandatory report card conference nights and one (1) open house/curriculum night. Report card conference nights will be held from 5:00 pm – 8:00 pm after the first and third quarters of each school year and each represents one-half (1/2) of a teacher contract day.

V.4 Leaving the worksite

Employees may leave the work location during duty hours only when they are not supervising students and only when previously approved by the principal or designee. Employees must utilize the automated Time and Attendance system when leaving and returning to the worksite.

V.5 The classroom

- A. Observation of a teacher's class by parents, shall be allowed only after consent of the building principal and 24 hours' notice, unless the teacher otherwise agrees to less notice. Each observation time period shall be no longer than one (1) hour unless agreed upon in advance between the parent(s) and teacher.
- B. Areas in which teaching is being conducted shall be free of interruptions by maintenance, custodial, construction workers or other such disturbances, as far as possible.
- C. Scheduling of itinerant therapy programs shall provide for rotating the days of sessions at mid-term.
- D. Assemblies and other school-wide activities which would disrupt the normal classroom instruction, shall be rotated so that the same classes and employees are not continually affected as far as possible.
- E. The number of students assigned to an employee, except on a temporary basis, shall not exceed available seating or other required items necessary for instruction, such as lab or work stations.
- F. A committee comprised of three (3) members appointed by the Superintendent and three (3) members appointed by MCEA will meet to make recommendations

for ensuring students assigned to classrooms shall not exceed the number of student stations.

V.6 Duty free lunch

- A. All employees shall have a thirty (30) minute duty-free lunch.
- B. Employees may leave the work location during the duty-free lunch period upon notice to the principal or his/her designee.
- C. Employees who are required to travel during the lunch period shall have additional time for such travel. Such travel time shall not be included as part of his/her duty-free lunch period.
- D. On planning and work days teachers shall be given one (1) hour for lunch.

V.7 Compensatory time

When an employee performs functions that occur outside of the regular working day, such time shall be accumulated as compensatory time, provided the earning of this is approved in advance by the principal. Compensatory time shall be scheduled with the principal and shall not accumulate beyond a school year with the exception of time accumulated during the last sixty (60) days of the school year, which will carry over to the next school year within the same school site.

- 1. An employee will not be assigned to perform functions that exceed the hours recoverable through the use of compensatory time.
- 2. Compensatory time is earned for 30 minute duty free lunch, 45 minute planning and all time before and after the scheduled workday when employees supervise field trips.
- 3. Compensatory time may be taken at the teacher's discretion with five calendar days' notice to the principal on workdays, in-service days, pre- and post-school days, and when teachers are not supervising students, except for any scheduled parent-teacher conferences and student early release days established for school wide planning. However, the principal may require a teacher to attend an in-service meeting on the first in-service day of the school year, and instructional

bargaining unit members are required to attend the mandatory in-service day set forth in Article V.3.

V.8 Health and safety issues

- A. The Board and the Association shall establish a joint committee to develop procedures to be used during instances of health and safety problems at the school sites. The Committee shall be composed of eight (8) appointees, four (4) by the Superintendent and four (4) by the Association.
- B. Smoking and the use of smokeless tobacco products by employees are prohibited on all School Board property (owned or leased); prohibited while on duty in the presence of students; and prohibited in vehicles operated by the School Board (owned or leased).

V.9 Non-instructional duties

- A. Non-Instructional duties shall be restricted as follows:
 - 1. Teaching employees shall not be required to collect money from pupils, nor perform record keeping duties related to the collection of money. Performance of such activities by teaching employees shall be strictly voluntary.
 - 2. Teachers may not be required to perform the following activities:
 - a. Inspection for lice
 - b. Records for an outside agency on a regular or continuing basis
 - 3. Discussion of the rationale for assignment of duties shall be afforded upon request to any high school teacher assigned non-academic responsibilities.
- B. Teachers will not be required to administer scheduled medications on the regular school campus. Except for a teacher employed as an exceptional student education ("ESE") teacher where it would be necessary, no teacher will be required to perform scheduled diaper changes, intermittent clean catheterization, gastrostomy tube feeding, blood glucose monitoring or suctioning.

Any teacher may be required to administer medications or perform school health services in an emergency, acute medical event, or when there is an immediate threat to the health, safety or welfare of the student. All teachers may be required to participate in training in emergency medication administration and health procedures, and ESE teachers may be required to participate in other health related training.

V.10 Early release

- A. An Early Release Committee shall be established at each school site. This committee shall identify, and submit to the faculty for approval, in-service and activities for teacher participation on early release days. The committee shall include three (3) MCEA and three (3) principal appointees. Committee recommendations shall be submitted to the faculty by September 30 each year.
- B. On days of early student release as reflected on the school calendar as adopted by the Board, the principal shall seek faculty input prior to making his/her determination as to what activity assignments, if any, teachers will be given during the available time resulting from the student early release.
- C. The Early Release Committee may plan for up to one half of early release time to be utilized for collaborative planning activities, such as grade level or department level planning.
- D. ESE Release Days for Transition
 - 1. To discuss transition of students between elementary and middle schools, or middle schools and high school, ESE teachers may be permitted to meet on early release days for up to two (2) early release days. No DOE waiver will be sought so long as the statute allows for limited schedule changes at the discretion of the Superintendent.
 - 2. Any other individual teacher activities will not be permitted.
 - 3. Approval of the transition meeting is at the discretion of the principal(s).

4. All class times on early release days, pertaining to primarily secondary schools, will be shortened to ensure that all teachers receive an equal amount of planning time.

V.11 Access to telephones

The Board shall endeavor to make available to each work site, a telephone for teachers' use for the purpose of contacting parents and for meeting other responsibilities associated with their employment duties.

V.12 Bomb threats

Principals will implement a procedure for handling bomb threats in accordance with recommendations made by appropriate law enforcement agencies. Teachers may be required to visually inspect their respective classrooms/areas for anything which looks suspicious or out of the ordinary. Teachers may volunteer to assist in searches of other areas. Bomb squad assignment will be voluntary.

V.13 Dress

Employees are expected to dress in a professional manner. Professional dress shall be defined as clothing that is neat, clean and in good repair. Professional dress includes, but is not limited to, clothing articles such as slacks, sport shirts, skirts, blouses, dresses and capris. Clothing that exposes cleavage, midriff or undergarments is not professional dress. Also, clothing made of denim that has a double-stitched outside seam, rivets, appliqué on the back pocket or is inconsistent in color is not considered professional dress.

V.14 Video cameras

- A. Employees shall be notified in writing when non-audio cameras/videos are installed in a workplace. A sign indicating this facility has video cameras for security reasons shall be placed at the main entrance to the facility.
- B. These cameras are installed for security reasons only.
- C. Tapes from video cameras will not be used to evaluate employees.

- D. The District will pursue any unlawful act which is shown on a tape. The District may also investigate any unethical act shown on a tape and may discipline violations that are supported by other evidence.

V.15 Classroom relocation

When a teacher is required to relocate to another classroom during the year, the principal and teacher will collaborate to develop a plan for a smooth transition. If the administrator requires that the move be made after contract hours, the teacher will be paid his/her hourly rate of pay.

V.16 Teaching supplies

No teacher shall be required to furnish school or teaching supplies at personal expense. Teachers shall be provided with equipment, materials and supplies necessary to properly execute their duties.

V.17 Student Grades

It shall be the responsibility of the teacher to determine grades and evaluate students in accordance with the Martin County School District Student Progression Plan grading scale.

GRADING SCALE

Grade	Percent	Grade Point Value	Definition
A	90-100	4	outstanding progress
B	80-89	3	above average progress
C	70-79	2	average progress
D	60-69	1	lowest acceptable progress
F	0-59	0	failure
I	0	0	incomplete
N	0	0	no grade; no credit
P	0	0	pass (possible credit)
W	0	0	failure

*Grades with standard based report cards may have alternate grading systems.

ARTICLE VI PROFESSIONAL ISSUES

VI.1 Assault and/or battery against a teacher

If an employee is a victim of assault and/or battery, he/she may pursue whatever legal recourses are normally open to him/her without restraint by the Board or its representatives. An employee who is the victim of assault or battery during the discharge of his/her duties, and who has his/her property damaged thereby, may be reimbursed for such loss providing (1) that the property is worn or in manual possession at the time of the incident; (2) that the maximum reimbursement shall be \$300 to any employee per incident; and (3) that the decision of the Superintendent shall be final and binding. Payment shall not be construed as an admission of negligence, fault, or guilt.

VI.2 Technology

The Board and the Association recognize the benefits of computer technology. The Board shall endeavor to provide state of the art computers and printers for teachers' use at each site. Each site will establish a committee of teachers who will be responsible to review the location of computer equipment and make location recommendations to the site Principal who will give such recommendation significant weight.

VI.3 Covering classes

An employee who has a regular class load shall not be required to cover an absent employee's class in addition to his/her own class.

VI. 4 Curriculum

The Board shall provide the opportunity for all employees to be involved in selection, reviewing and evaluating instructional materials and curriculum planning.

VI.5 Duties and record keeping

- A. Basic education teachers will be notified in advance of the IEP committee meeting, and every effort will be made to ensure the teacher's participation in

the meeting. In circumstances where this is not feasible, the Mainstream Consultant will communicate with the Basic Education teacher prior to placement and following the IEP committee meetings.

- B. The parties agree to create a Paperwork Reduction Committee to study such matters as the parties mutually deem appropriate (e.g., preparation of Medicare and Medicaid forms) concerning paperwork reduction. The parties shall meet.

VI.6 Faculty leaders

- A. A Faculty Council shall be established in each work location. The Council shall be advisory. It is encouraged to meet no less than three times per year. The principal (or designee) will offer 5 dates of availability. The Council Chairperson shall schedule meetings with the principal (or designee). The Council shall consult with the principal (or designee) with respect to curricula and instructional materials.
 - 1. Composition of the Faculty Council shall be as follows:
 - a. In addition to the designated building representative, one half (1/2) of the council shall be composed of members of the faculty elected by the faculty. Faculty Councils shall be established within thirty (30) days following the beginning of the school year. The number of members shall be as follows: Elementary Schools 5, Middle Schools 7, and High Schools 11.
 - b. Upon notification by the MCEA designated building representative that an election is necessary, the principal shall, in a timely manner, call a faculty meeting for this purpose. The Faculty Council shall elect a chairperson to serve until such time as the council is reconstituted.
 - 2. Faculty Councils are authorized to meet before and after the student day, for the purpose of considering recommendations to be presented to the principal by the Faculty Council chairperson prior to the Faculty Council meeting with the principal.

ARTICLE VI PROFESSIONAL ISSUES

3. The Scope of the Faculty Council shall include issues, matters, and/or recommendations to improve the school's instructional program. Such recommendations will be given full consideration by the principal.

VI.7 In-service points

- A. Teachers may request a status report on their accumulated in-service points at any time through the secretary to the Executive Director of Human Resources and Staff Development. The District commits to respond to such requests within three (3) workdays. Additionally, the District will investigate the possibility of giving teachers electronic view only access of an appropriate database.
- B. Sixty (60) in-service points will be granted for teachers who complete all procedural and substantive requirements for the National Board Certification.

VI.8 Interim teachers

In the event that a school is not able to secure a certified teacher, the Principal or designee will seek volunteer interim substitutes from his/her teaching staff. The teacher will be required to make up all planning/administrative time, which is missed due to the extra teaching period. This time may be made up at school or any other appropriate location, either before or after normal work hours and must be documented in written form. Compensation will be at the teacher's regular hourly rate. In the event that a school is not able to secure a certified teacher voluntarily in accordance with this article and no substitute teachers are available, the Principal or designee may require an instructional staff member to work in the capacity as an interim substitute. Compensation will be at the teacher's regular hourly rate.

VI.9 Parent-teacher conferences

A room or space shall be assigned by the principal for scheduled parent-teacher conferences.

VI.10 Rules and laws available

A copy of rules adopted by the Board, a copy of Florida School Laws, and a job description book shall be available to all employees at the media center or library at each school.

VI.11 Schedules

Tentative schedules shall be provided upon teachers' request each semester, at least ten (10) days prior to teacher pre-planning for the first semester and ten (10) days prior to beginning of the second semester. This does not preclude subsequent schedule changes.

VI.12 School budget

The Board shall design a budgeting procedure and time line that will provide for teacher's input at each grade level/department/team.

VI.13 Substitute teachers

In the event that a school is not able to secure a substitute teacher, the Principal or designee will seek volunteer substitute teachers from his/her teaching staff. The teacher will be required to make up all planning/administrative time, which is missed due to the extra teaching period. This time may be made up at school or any other appropriate location either before or after normal duty hours and must be documented in written form. Compensation will be on a pro-rata share per period or block taught. The rate of pay to be divided will be \$90.00 per day [e.g., high school for 3 blocks @ \$90.00 = \$30.00 per block].

VI.14 Supervision of student teacher

- A. No supervisory teacher shall supervise more than one full-time student teacher at one time. The supervisory teacher shall, upon application, be awarded thirty (30) in-service points for effective supervision of one student teacher for one semester as determined by the appropriate Supervisory Director.

- B. The principal shall determine the assignment of the student teachers within his school, after consultation with the teacher, prior to placement of the student teacher.
- C. During the year, employees may register with the appropriate Supervisory Director, a desire to be considered for supervising student teachers.

VI.15 Use of paraprofessionals

Educational paraprofessionals shall not be used in a professional instructional capacity on a full-time basis.

VI.16 FAU Good FIT and Accelerated Induction into Teaching Program

- A. In accordance with the District's agreement with FAU, teachers who volunteer to serve as a Good FIT (First Introduction into Teaching) host teacher to a FAU Good Fit intern will receive a stipend of \$150 per student hosted per semester. A good FIT host teacher's participation in the orientation and final celebration gathering is strictly voluntary. Model classroom teachers who are asked to work with Good FIT students will be rotated so that as many teachers as possible may benefit from this program. Finally, confidential student information will not be shared with Good FIT interns.
- B. In accordance with the District's agreement with FAU regarding participation in AIT, it is agreed that participation as a peer teacher to an AIT teacher is strictly voluntary. FAU mentor teachers and/or AIT teachers are required to receive permission of a regular classroom teacher prior to observation of that teacher's class.
- C. The signed contract between Florida Atlantic University and the District regarding these programs shall not be in conflict with parameters of this agreement.

VI.17 Fingerprinting

- A. The Florida Legislature pursuant to 1012.32 Florida Statutes requires School Districts to fingerprint all current employees hired on or before June 30, 2004.
- B. Florida Statute requires the Florida Department of Law Enforcement to maintain a data base of these fingerprints so that School Boards can run complete criminal history reports every five years.

- C. The Martin School District has agreed to pay the cost for re-fingerprinting all current employees, the FDLE yearly maintenance fee and cost of running a complete criminal history check every five years.
- D. This agreement is not intended to cover any future legislative mandates regarding fingerprinting.

VI.18 Restraint and Seclusion Procedures

The following is an agreement regarding the procedural requirements of Florida State Statute 1003.573 relating to restraint or seclusion of students with disabilities.

- A. The School site Administrator shall be responsible for:
 - 1. contacting the parent via telephone and/or e-mail, documenting the time and method of parent contact;
 - 2. notifying the district level online reporting system user via phone and/or e-mail;
 - 3. completing the parental written notification form and sending the parental written notification form to the parent.
- B. In the absence of a School site Administrator, the responsibility for 1. a-c above will become the responsibility of the (in the following order):
 - 1. Assistant Principal
 - 2. Behavior Specialist
 - 3. Crisis Team Leader
 - 4. Mainstream Consultant when no school site administrator is assigned to the site.
 - 5. Teacher when no school site administrator is assigned to the site (i.e. Sandy Pines, Perkins Pre-K Center, Salerno Learning Center and Martin Girls Academy).
- C. At no time will teachers be responsible for home site visits.
- D. The teacher(s) involved in an incident of restraint or seclusion will complete those portions of the restraint/seclusion incident report(s) on the day of the incident which are necessary and relevant to reflect their observations of and/or participation in the incident. The School site Administrator, or teacher when no school site Administrator is assigned to the site (i.e. Sandy Pines, Perkins Pre-K Center, Salerno Learning Center and Martin Girls Academy), will be responsible for completing the balance of the restraint/seclusion incident report(s) on the day of the incident.
- E. The School site Administrator, or teacher when no school site Administrator is assigned to the site (i.e. Sandy Pines, Perkins Pre-K Center, Salerno Learning Center and Martin Girls Academy), sends the restraint/seclusion incident report to the district level online reporting system user via fax.
- F. In the absence of a School site Administrator, the responsibility for 5. above will become the responsibility of the (in the following order):
 - 1. Assistant Principal

2. Behavior Specialist
 3. Crisis Team Leader
 4. Mainstream Consultant when no school site Administrator is assigned to the site.
 5. Teacher when no school site Administrator is assigned to the site (i.e. Sandy Pines, Perkins Pre-K Center, Salerno Learning Center and Martin Girls Academy).
- G. No teacher shall be required to sign a waiver of liability in order to participate in seclusion and/or restraint training.
- H. Teachers currently holding positions where seclusion and restraint training is now being required, shall be provided with the opportunity for a voluntary transfer out of said position during the 2010/2011 and 2011/2012 school year in lieu of participation in the training.
1. The District will make a concerted effort to accommodate teacher requests for voluntary transfers into positions for which teachers are qualified as soon as possible. It is understood and agreed however that nothing herein shall supersede any other contract provision regarding involuntary transfers.
 - a. Transfers will be allowed during the school session and during the summer months; however transfers are encouraged to be effective with the beginning of the new school year. The current principal's approval is not required for a voluntary transfer pursuant to this agreement.
 - b. Paragraph H of this section applies only to the Challenger School.

VI.19 Lesson Plans

- A. All teachers will create lesson plans. Lesson plans will contain the ~~lesson~~ learning goal ~~or objective~~, activities, means of assessment, and applicable ~~ESOL~~ ELL strategies and State Standards.
 - 1. If ~~ESOL~~ ELL strategies or State Standards are currently in textbooks, district pacing guides, or other instructional materials, then they will not be required to be listed within the lesson plan.
 - 2. When listing ~~ESOL~~ ELL strategies or State Standards, only the reference number needs to be listed in lesson plans.
- ~~B. Teachers on PSC or CC contract status will be required to submit lesson plans upon request of administration no more than once per month, unless documentation exists in evaluations that prior lesson planning has been insufficient.~~
- ~~C. Teachers on an AC contract status will be required to submit lesson plans upon request of administration no more than on a biweekly basis, unless documentation exists in evaluations that prior lesson planning has been insufficient.~~
- D. Teachers may select the format in which to create and document their lesson plans.
- ~~E. Administrators must provide specific written feedback to the teacher on submitted lesson plans within five (5) days from the date of submission. Lesson planning is an integral part of instructional practice. Feedback to teachers is provided within the Domains of the instructional framework.~~
- F. Teachers will be required to have lesson plans prepared one (1) school week in advance. These plans will be ready the first morning of the week the lesson plans are to be implemented.
- G. Teachers will be required to have emergency lesson plans, covering a minimum of three instructional days, submitted to the Principal/designee no later than the tenth (10th) student day after the first student day each school year.
- H. While on extended leave, teachers will not be required to provide lesson plans, grade papers, or enter student grades beyond the first five consecutive days of absence. For the purpose of this section, extended leave shall be defined as leave beyond five (5) workdays.

ARTICLE VII TRANSFERS, REDUCTION & RECALL

VII.1 Posting positions

The Board will endeavor to post positions, prior to May 1, with information on all in-service, curriculum study, and various other projects, including dates and times of curriculum study, special projects, and in-service to be held prior to the start of the next school year. Any new state programs allocated after May 1 will be exempt from the notification dates. Teachers may elect to request to participate, and will be notified prior to May 15 of their acceptance. Salary will be at the pre-announced stipend rate.

VII.2 Voluntary transfers

- A. The Superintendent or his/her designee shall electronically post and maintain a current list on the District website of all vacancies that occur, the date the vacancy occurs, the closing date, the subject area or grade level of the vacancy and the school in which the vacancy occurs. In any event, such postings shall be made at least five (5) days before the vacancy is to be filled. To waive the five (5) day posting, the Superintendent and the Association must agree. Employees who apply for such positions will be notified in the event they are not appointed.
- B. Employees who wish to transfer to a different worksite during the school session shall make a written request to both the principal of the school (worksite) they are currently in and the principal of the desired school (worksite). If the principal of the desired school agrees to recommend the transfer, the principal of the current school (worksite) must agree to the transfer. In the event the transfer is to be effective with the new school year, the current principal's approval is not required. In filling such positions, preference shall be given to presently employed teachers.
- C. The transferring employee will be notified of the change after Board approval of the recommendation for transfer.

VII.3 Involuntary transfers

- A. When reassignment of employees within the system is necessary, criteria to be used shall be principal recommendations, qualifications, evaluations, seniority, and certification when practicable. When possible, transfer notice will be given thirty (30) days prior to the proposed transfer. When involuntary transfers or reassignments are necessary, lists of positions in other schools shall be made available to all teachers being transferred, and their interest in a particular position will be considered. In filling such positions preference shall be given to presently employed teachers. The requests for voluntary transfers or reassignments should be considered before involuntary transfers are implemented.
- B. The salary of the individual, excluding supplements and contract variations, should not be reduced.
- C. Reassignment and involuntary transfer shall not be used as a punitive measure.
- D. The term “preference” as used in paragraphs VII.2 B and VII.3 A above, shall be defined as a factor to be given great deference in filling positions, but not an absolute criteria for selection.

VII.4 New schools

- A. When a new school is opened, the Board shall endeavor to fill all pending school principal positions before the deadline for bargaining unit member transfer requests to said new school, provided that the provisions of this paragraph are not subject to the grievance procedure of this Agreement.
- B. The bargaining unit individual agrees to an election of remedies pursuant to this section i.e., to either grieve any violation of this section or to proceed with a request for 120 hearing, but not both. Under this section of the contract, the bargaining unit employee shall have the option of utilizing the Chapter 120 procedure, an unfair labor practice procedure, or the contract grievance procedure established pursuant to the contract, but such employee is precluded from availing himself/herself to more than one of these procedures

- C. A committee with equal representation as agreed upon by the Association and the Superintendent will recommend basic guidelines to the Superintendent for the transfer of teachers when new schools are opened.

VII.5 Reduction in personnel

- A. If workforce reduction is needed the School Board must retain employees at a school or in the school district based upon educational program needs and the performance evaluations of employees within the affected program areas. Within the program areas requiring reduction, employees who have the lowest average evaluation scores over the most recent three (3) year period shall be the first to be released before teachers with higher average evaluation scores; provided that the average evaluation score for employees with less than three (3) years of experience shall be calculated based upon the employees period of service, even though it is less than three years.
- B. The Board shall first attempt to accomplish such reduction by attrition.
 - 1. The Board shall identify the instructional assignment(s), [level(s) / subject(s) / special area(s)/ specific position(s)], to be reduced.
 - 2. Prior to implementing a reduction in personnel, the Superintendent shall meet with representatives of the MCEA to discuss the Board action and solicit their suggestions.
 - 3. A decision between teachers with equal certification and equal average performance evaluation scores shall be based upon educational qualifications such as advanced degrees, special skills and other performance records.
 - 4. A teacher who is enrolled in FRS's defined benefit plan and who has started his/her vesting year of service in the Martin County School District, or who will qualify for normal FRS or TRS retirement by the end of that year, shall be permitted to complete the school year, but not necessarily in his/her current position, so as to acquire the necessary service to be vested in the FRS or TRS retirement system.

5. Before reductions in personnel take place, teachers shall have the opportunity to volunteer for reduction in force. Five calendar days shall be provided for this action.
6. Should the Board invoke this Article, any resignation delivered later than three weeks prior to the preschool planning day without verifiable just cause shall be subject to denial of the resignation or acceptance with prejudice.
7. A copy of performance evaluations for each teacher in the affected program area, a list of certification areas for each teacher, advanced degrees held, special skills and other relevant program records upon which the District will base retention decisions shall be provided to MCEA in writing no later than ten (10) days prior to any lay-offs; provided that any record exempt from disclosure under Chapter 119, Florida Statutes, shall require consent of the effected employee.

VII.6 Recall

- A. If the Board shall determine to employ teacher(s) at any time during the next eighteen (18) calendar months following such reduction in staff, such positions shall be offered in writing to the first teacher in the inverse order of lay-off, provided such teacher holds the required certification. Such offer, delivered in person or by certified mail, shall be to the most current address of the teacher as reflected in the records of the Board. It shall be the responsibility of the teacher to maintain a current address with the Board. Failure of the teacher to accept the offer within ten (10) calendar days of such service shall automatically terminate the teacher's re-employment rights as provided in the section.
- B. Recalled teachers shall return to work no later than five working days upon acceptance of the recall.
- C. No new appointments shall be made while there are laid-off teachers available who are certified for vacancies.
- D. Laid-off employees, upon request, shall have first opportunity for substitute teaching opportunities.

- E. Any employee, pursuant to this Article, shall be given the opportunity to continue insurance coverage in existing programs during the lay-off period subject to the limitations as provided in guidelines established by federal regulations.
- F. Nothing in this Article shall prohibit teachers who have been reduced pursuant to this Article from seeking and/or accepting gainful employment elsewhere, providing that it does not interfere with recall provisions as specified above.
- G. At the employee's option, recall rights shall supersede any other School Board employment contract.

VII.7 Non-renewal

If an employee's contract is not recommended for renewal, the Superintendent shall provide notification thereof no later than forty (40) calendar days prior to the end of the school year. If a full time instructional employee completes a contract year and is employed the first day of the next school year, there is no break in service.

VII.8 Charter Schools/Transfers Committee

A joint committee comprised of three (3) members appointed by the Superintendent and three (3) members appointed by the Martin County Education Association will be convened to recommend the policies and procedures governing the transfer/reassignment of teachers in the event that one or more public schools become a charter school(s).

ARTICLE VIII PROFESSIONAL EVALUATION

VIII.1 Evaluation committee

An Evaluation Committee shall be established to develop and recommend procedures that comply with legislative mandates, local evaluation procedure, and evaluation process. The committee shall be composed of three (3) members appointed by the Superintendent and three (3) members appointed by MCEA.

VIII.2 Overview

- A. Procedures pertaining to the evaluation process are hereby incorporated and made a part of this Agreement, and there shall be no unilateral changes. Any change shall be negotiated between the parties. Required procedures are specified in the TES Procedures Manual.
- B. Student test results (growth data) for the 2011-2012 school year will constitute year 1 (the beginning year) for the purpose of compiling three (3) years of student growth data, for teachers who teach FCAT subject area content and whose students take the FCAT assessment. Each subsequent year thereafter that a corresponding state-wide assessment or local district assessment becomes available for evaluation purposes will constitute year one (1) for teachers who teach the assessed content and whose students take that assessment. For teachers who become employed by the district any time after a year one (1) implementation of any approved state-wide or local district assessment, that year of employment constitutes their year one (1) for the purpose of compiling three (3) years of student growth data.
- C. Non-renewal decisions for annual, Category 1, contract teachers will be made on the information available at the time those decisions must be made.
- D. Definitions
 - 1. **Annual Summative Evaluation Score:** Final evaluation score comprised of the teacher's IPS and SGS scores.

2. **Annual Instructional Practice Score (IPS) Evaluation:** End of the school year review of a teacher's summative IPS score. This includes a review of the final deliberate practice score. The annual IPS evaluation excludes the Student Growth Score for that year.
3. **Annual Instructional Practice Score (IPS) Evaluation Conference:** The conference held between the evaluator and the teacher to discuss the annual Instructional Practice Score. The teacher may provide additional artifacts to assist in determining additional ratings in the appropriate evaluation framework within the applicable Domains. Absent from this discussion is the Student Growth Score (SGS).
4. **Annual Summative Evaluation Conference:** The conference held between the evaluator and the teacher to discuss the summative final evaluation. The annual summative evaluation conference will be held following receipt of the teacher's SGS. This conference includes a review of a teacher's IPS and SGS, finalized with teacher and evaluator signatures to the evaluation.
5. **Artifacts:** Student or teacher work products. Student work products may include, but are not limited to, work samples, portfolios, projects, or creative works. Teacher artifacts may include, but are not limited to, lesson or unit plans, manipulatives, models, data analyses, student learning aides, classroom charts, formative student progress charts, observation tracking notes, running records, progress monitor reports (benchmarks), student common assessment results, individual or professional learning community meeting and/or task logs.
6. **Category 1 Teacher:** A teacher within the first three (3) consecutive years of teaching in the Martin County School District without a break in service.
7. **Category 1 Teacher, Non-classroom:** A teacher within their first three (3) years of teaching in the Martin County School District and fulfills a supportive role other than a classroom assigned teacher.

8. **Category II Teacher:** A teacher within the fourth (4th) year or longer of teaching within the Martin County School District without a break in service.
9. **Category II Teacher, Non-classroom:** A teacher within the fourth (4th) year or longer of teaching within the Martin County School District and fulfills a supportive role other than a classroom assigned teacher.
10. **Deliberate Practice Midpoint Conference:** The conference held between the evaluator and the teacher at the mid-point of the annual evaluation timeline. A formative discussion will take place to review progress to date on the element selected to comprise the deliberate practice plan. A mid-point score will be documented in the electronic evaluation system, which will contribute to a final summative deliberate practice score at the end of the evaluation timeline.
11. **Deliberate Practice Plan:** The individual professional development plan that includes one element of needed improvement selected by the teacher from a list of the following Marzano high-yield strategies/elements: (Providing Clear Learning Goals and Scales (Rubrics); Tracking Student Progress; Celebrating Success; Previewing New Content; Chunking Content into Digestible Chunks; Examining Similarities and Differences; Practicing Skills, Strategies, and Processes; Organizing Students for Cognitively Complex Tasks; Engaging Students for Cognitively Complex Tasks involving Hypotheses Generation and Testing; and Using Physical Movement.) The plan shall include a personal self-assessment to constitute baseline data with targeted dates for measuring growth expectancy. These data growth points will culminate in a summative deliberate practice score, which will comprise a portion of the instructional practice score. The Deliberate Practice Plan is not the Individual Professional Development Plan, but fulfills the state requirement for completing the Professional Development Plan (IPDP).
12. **Domains 1-4:** Elements of instruction organized within four (4) categories of the Marzano Art and Science of Teaching Evaluation Model. This includes Domains 1, 2, 3, and 4.

13. **Effective:** An annual summative evaluation score that yields an “Effective” rating as determined by the qualifying range.
14. **Feedback:** Timely and specific hand-written or electronic information provided about a prior action that serves to change or modify behavior to improve future actions or depth of understanding, and/or to affirm successful behaviors aligned to the appropriate evaluation framework. For evaluation purposes, feedback is typically provided to a teacher by the evaluator and follows the format for a continuous cycle of improvement.
15. **Formal Observation:** Evaluator observation of a teacher’s instructional practice and/or primary work performance. The formal observation consists of a classroom or non-classroom observation for 30 minutes or an entire class period, whichever is greater. A pre-observation conference and post-observation conference should be conducted in conjunction with the formal observation and held within the required timeline.
16. **Highly Effective:** An annual summative evaluation score that yields a “Highly Effective” rating as determined by the qualifying range.
17. **Informal Observation:** Evaluator observation of a teacher’s instructional practice and/or primary work performance. The informal observation lasts at least fifteen (15) minutes. While pre-observation conferences and post-observation conferences are not associated with the informal observation, evaluators shall provide timely and actionable written feedback to teachers regarding the observation.
18. **Mid-Point Evaluation Conference:** The conference held between the evaluator and Category I teacher at the mid-point of the annual evaluation timeline. A formative evaluation discussion will take place to review the instructional practice, deliberate practice and formative student growth mid-point scores reported on a mid-point evaluation document signed by the evaluator and Category I teacher.

19. **Needs Improvement/Developing:** An annual summative evaluation score that yields a “Needs Improvement or Developing” rating as determined by the qualifying range.
20. **Orientation Conference:** Conference held at the beginning of the school year to explain and review evaluation criteria, both general and specific, that will be utilized to evaluate the teacher.
21. **Pre-Observation Conference:** The conference held between the teacher and evaluator prior to the formal observation to discuss the lesson prepared for the scheduled formal observation. The evaluator will ask questions of the teacher to preview the components of the lesson. It is expected that the teacher will share the formal observation lesson plan and any other pertinent teacher or student artifacts. During such time, the evaluator will score in domains related to planning and preparing as it pertains to the lesson to be observed, or other applicable evaluation framework domains.
22. **Post Observation Conference:** The conference held between the teacher and evaluator within five (5) student attendance days of the formal observation to discuss the results of the formal observation. Additional artifacts may be shared in order to demonstrate related components of the lesson, such as student work samples, or other formative or summative assessment results. During such time, the evaluator will score in domains related to reflecting on teaching as it relates to the lesson observed, or other applicable evaluation framework domains.
23. **Satisfactory performance:** The term used to describe a teacher’s annual summative evaluation score that includes all levels of performance except Unsatisfactory.
24. **Struggling Teacher:** A teacher who has received an annual summative evaluation score of Unsatisfactory or two (2) consecutive annual summative evaluation scores of Needs Improvement from the previous school years. The

ARTICLE VIII PROFESSIONAL EVALUATION

Struggling Teacher is entitled to a Teacher Improvement Plan (TIP) designed mutually between the evaluator and teacher for the purpose of providing supportive and structured intensive assistance to improve targeted areas, and thus overall performance.

25. **Student Growth Score (SGS):** The value that represents the difference between a student's actual and predicted results as contributed by the teacher with respect to the content tested. Determined by state-wide or local district assessment performance data, this score comprises a composite value for all students assigned to the teacher. The calculation method may include, but is not limited to, a value added covariate model.
26. **Teacher Evaluation System (TES):** The term for the overall evaluation process and procedures for a Martin County Teacher.
27. **Teacher Improvement Plan (TIP):** An action plan mutually designed by the teacher and evaluator to provide support for improving a **struggling** teacher's performance. The TIP action plan will supply a narrative designed by the evaluator explaining the gap between actual and desired performance and state specific criteria that will constitute improved performance. The evaluator shall enumerate the specific behavior(s) that require improvement with a minimum of three (3) support recommendations or strategies per behavior for improving the teacher's performance, including specific assistance that will be provided by the evaluator in this endeavor. Reasonable timelines to make the needed adjustments will be provided. The timeline must include methods for monitoring the evidence of improvement, or lack thereof, which shall include, but are not limited to, additional formal and informal observations, and formative conferences with feedback based on artifacts and other evidence.
28. **Unsatisfactory:** An annual summative evaluation score that yields an "Unsatisfactory" rating as determined by the qualifying range.

29. **Value Added Model (VAM):** The statistical method developed by the state to measure student learning growth for the FCAT assessment.

VIII.3 Procedures and requirements

- A. The primary purpose of evaluation is the improvement of student learning growth by improving instructional services. Employee's shall be evaluated a minimum of one (1) time per year. Information from evaluations may be considered in promotions and termination of personnel.
- B. The evaluation process shall be both formative and summative. The formative process shall consist of individual classroom or other role-specific observations and artifact evidence pertinent to and the instructional process of employees by administrators and/or principals for the purpose of gathering evaluation evidences.
- C. Evaluation criteria shall be both general and specific and be made known to the employee by the last workday in August of each year. Employees hired after the last workday in August shall be informed of the evaluation criteria/procedures before their assignment begins. This shall include an explanation and discussion of both the general and specific criteria and the evaluation process and forms, and notification of teacher category status (Category I or Category II). The administrator may utilize a sign off form or provide the information to a group of employees. This provision requires only an explanation and is not intended to incorporate the evaluation process or forms into this Agreement.
- D. A mid-point evaluation conference shall be held and consist of a meeting between that Category I employee's principal and/or administrator and the Category I employee, at which time the observations and other evidences collected to the mid-point of the evaluation cycle shall be discussed. The instructional practice and formative student growth scores will be quantified on a mid-point evaluation to be reviewed and signed by both the principal and/or

administrator and the Category I employee. Copies of the mid-point evaluation shall be filed in the employee's personnel file and one (1) copy made available to the employee.

- E. A Mid-point Deliberate Practice Conference will be held between the employee's principal and/or administrator and employee for the purpose of discussing and reviewing progress achieved at the mid-point of the evaluation timeline on the deliberate practice growth plan.
- F. The annual Instructional Practice Score Conference shall consist of a meeting between that employee's principal and/or administrator and the employee, at which time the observations and artifacts or other evidences collected during the year shall culminate in a final instructional practice score. This score represents a portion of the annual summative evaluation score, and shall be discussed, reviewed and signed by both the principal or administrator and the employee. Copies of the annual instructional practice score shall be filed in the employee's personnel record with one copy made available to the employee.
- G. The Annual Summative Evaluation Conference shall consist of a meeting between that employee's principal and/or administrator and the employee, at which time the Student Growth Score shall culminate in an annual summative evaluation score yielding an overall Highly Effective, Effective, Needs Improvement (Developing for a Category I employee) or Unsatisfactory rating, and shall be discussed, reviewed and signed by both the principal or administrator and the employee. Copies of the annual summative evaluation shall be filed in the employee's personnel record with one copy made available to the employee.
- H. Sites with multiple administrators trained to conduct the District's performance appraisal shall

establish a rotation schedule in which no bargaining unit member shall be evaluated by the same

administrator for more than two (2) consecutive years, if requested. Teachers shall be observed by no less than two (2) site administrators at elementary and

three (3) site administrators at secondary per school year. The evaluating administrator shall conduct the formal observation(s). For non-classroom or non-instructional teachers whose evaluators are not school based, no rotation schedule shall be established and those bargaining unit employees shall be evaluated by one (1) administrator trained to conduct the District performance appraisal system.

- I. For each and every evaluation conference held, the employee will be provided a copy of the evaluation conference form at the time of signing. The employee's signature does not signify agreement. Additional comments may be made by the evaluator or employee and attached to the report with a copy to the Superintendent.
- J. Student Roster Verification
 1. Survey Two and Three FTE verification will be used for Roster verification.
 2. Teachers shall verify students assigned to their classroom prior to data submission by the District to the FLDOE. This verification shall occur at a minimum of twice annually, corresponding to the October and February FTE survey counts.
 3. Teachers will review the student roster and verify its accuracy by signing and dating the list. Teachers will be provided sufficient, dedicated time within the regular school day to verify their student rosters prior to submission of the rosters to the District.
 4. Teachers will be notified at least two (2) weeks in advance of the due date for submission of roster verification.
 5. The District will provide training each year, during the regular school day, for the student roster verification process. This training will include written directions for roster verification that are clear and easily understood as well as contact information for assistance in the verification process.

6. A teacher may request a change to the roster through the addition/deletion district process if the change is due to a data entry error from the corresponding FTE survey count.

7. It is agreed that if a teacher provides evidence that a student has accumulated absences not accounted for in TERMS, that exceed 10% of the number of student attendance days from day one student enrollment to day one of FCAT or other approved assessment and if such evidence aligns to other independent evidence such as sign in/sign out sheets, then on a case-by-case basis the student may be considered for removal from a teacher's roster.

- a. Elementary teachers will use sign in/sign out sheets to document their class attendance as class-by-class is not available at this level. Student absences will be recorded by the teacher in Pinnacle. Secondary teachers will keep attendance on a class-by-class basis. Elementary teachers will keep attendance on a morning and afternoon basis. Elementary teachers must log into Pinnacle the specific timeframe of a student's absences in the am or pm section of notes.

VIII.4 Observations/Evaluations

- A. All formal observations and one (1) of the three (3) informal observations, including pre-observation and post-observation conferences shall be scheduled in advance with the teacher. A teacher will be provided with a two-week window of advance notice for the remaining two (2) informal observations.
- B. The evaluation conference will be held within five (5) student attendance days from the date of the formal observation at which time the evaluator shall present a copy of the electronic feedback report and discuss the employee's strengths and weaknesses.
- C. The evaluator will make specific written recommendations and provide assistance to the teacher to help him/her attain an effective performance level. The employee's signature does not signify agreement. The employee may

request an additional observation by the same evaluator or another evaluator.

Subsequent observations and formal evaluations for those employees should not be conducted until three (3) weeks have elapsed.

D. All formal and informal observations of employees relied upon for the purposes of Domain 1 of the evaluation framework shall be conducted openly with the full knowledge of the employee.

E. At the Mid-point, Annual IPS and Annual Summative Evaluation Conferences a completed formal evaluation form shall be discussed by the teacher and evaluator. The employee's signature does not signify agreement, but only that it has been read and discussed. Additional comments may be made by the evaluator or employee and attached to the report with a copy to the Superintendent.

F. Both the Annual Instruction Practice Conference and/or Summative Evaluation Conference shall include an overall discussion of the employee's strengths and weaknesses. If needed, the principal and/or administrator will make specific written recommendations to assist the teacher in attaining a satisfactory performance level. The employee's signature does not signify agreement.

G. There shall be mutual written agreement by the Board and the Association before a teacher receives an observation on the day before Winter Break, Spring Break or Thanksgiving Break.

H. All statements within the evaluation shall relate to job performance.

I. Unsupplemented extra-curricular activities that take place outside of the 7.5 hour day shall not be used for evaluative purposes.

J. Non-participation in voluntary activities that take place outside of the 7.5 hour day is not to be made a part of the evaluation process.

K. Any data collected on the evaluation forms for Domains 1-4 for evaluative purposes will be stored in an electronic file and shall be accessible to the teacher. Each time a submission is made to this electronic file an automatic e-mail alert will be sent to the teacher's school e-mail account.

VIII.5 Evaluation Components and Timeline

A. Component and Timeline Chart

Teacher Category	Component	Definition of Components	Quantity	Timeline
	FORMAL OBSERVATIONS			
Category I	<ul style="list-style-type: none"> Includes Pre-observation conference Classroom or job-role specific formal observation scheduled mutually between the evaluator and teacher Observation Post-observation conference held within five (5) student attendance days from formal observation 	<ul style="list-style-type: none"> 30 minutes or an entire class period, whichever is greater Scheduled pre-observation conference with teacher within reasonable timeframe prior to formal observation Scheduled post-observation conference within five (5) student attendance days of formal observation Used for Annual IPS Summative Evaluation Written feedback within three (3) student attendance days Observer gathers evidence regarding classroom instructional practices and behaviors specific to job role 	Total of 2	<p>First formal observation no later than five (5) student attendance days before Winter Break begins</p> <p>2nd observation by April 10th</p>
	<ul style="list-style-type: none"> Includes pre-observation conference 	<ul style="list-style-type: none"> 30 minutes or an entire class period, whichever is greater Scheduled pre-observation 	Total of 1	Complete 1 formal observation by April 25th

Category II	<ul style="list-style-type: none"> • Classroom or job role specific formal observation scheduled mutually in advance between evaluator and teacher • Observation • Post-observation conference held within five (5) student attendance days of formal observation 	<ul style="list-style-type: none"> • conference with teacher within a reasonable timeframe prior to formal observation • Scheduled post-observation conference with teacher within five (5) student attendance days of formal observation • Used for Annual IPS Summative Evaluation • Written feedback within three (3) student attendance days • Observer gathers evidence regarding classroom instructional practices and behaviors specific to job role 		
Struggling Teacher (Teacher Improvement Plan)	<ul style="list-style-type: none"> • Includes Pre-observation conference • Classroom or job-role specific formal observation scheduled mutually between the evaluator and teacher • Observation 	<ul style="list-style-type: none"> • 30 minutes or an entire class period, whichever is greater • Scheduled pre-observation conference with teacher within reasonable timeframe prior to formal observation • Scheduled post-observation conference with teacher within five (5) student attendance days of formal observation • Used for Annual IPS Summative Evaluation 	Total of 3	1 st formal observation no later than October 31st 2nd formal observation no later than January 31st 3rd formal observation no later than March 31 st

	<ul style="list-style-type: none"> • Post-observation conference held within five (5) student attendance days of formal observation 	<ul style="list-style-type: none"> • Written feedback provided within three (3) student attendance days • Observer gathers evidence regarding classroom instructional practices and behaviors specific to job role 		
	INFORMAL OBSERVATIONS			
Category I	<ul style="list-style-type: none"> • One (1) informal observation is scheduled or announced <p>Two (2) week window of notice given for two (2) informal observations</p>	<ul style="list-style-type: none"> • At least 15 minutes in length • Used for Annual IPS Summative Evaluation • Written feedback within three (3) student attendance days • Observer gathers evidence regarding classroom instructional practices and behaviors specific to job role • Shall be conducted at least seven (7) student attendance days apart 	Minimum of 3	Minimum of 2 informal observations completed prior to 1st formal observation
Category II	<ul style="list-style-type: none"> • One (1) informal observation is scheduled or announced <p>Two (2) week window of</p>	<ul style="list-style-type: none"> • At least 15 minutes in length • Used for Annual IPS Summative Evaluation • Written feedback within three (3) student attendance 	Minimum of 3	<p>All three (3) informal observations completed prior to the formal observation</p> <p>Minimum of one (1)</p>

	notice given for two (2) informal observations	<p>days</p> <ul style="list-style-type: none"> Observer gathers evidence regarding classroom instructional practices and behavior Shall be conducted at least seven (7) student attendance days apart. 		informal observation completed no later than five (5) student attendance days before Winter Break begins
Struggling Teacher (Teacher Improvement Plan)	<ul style="list-style-type: none"> Two (2) informal observations are scheduled or announced <p>Two (2) week window of notice given for three (3) informal observations</p>	<ul style="list-style-type: none"> At least 15 minutes in length Used for Annual IPS Summative Evaluation Written feedback within three (3) student attendance days Observer gathers evidence regarding classroom instructional practices and behaviors specific to job role At least seven (7) student attendance days apart 	Minimum of 5	Two (2) informal observations prior to the first formal observation; Two (2) informal observations prior to the 2nd formal observation; One (1) informal observation completed prior to the 3rd formal observation
	CONFERENCES			
Category I and II	Orientation to Evaluation Procedures Meeting	<ul style="list-style-type: none"> Individual overview of evaluation procedure Goal setting Review of forms Review of electronic data components of evaluation system 	1	Occurs by last workday in August

		<ul style="list-style-type: none"> Identifying category of teacher (Category I , II, I N/C or II N/C teacher) 		
Category I and II	<u>Deliberate Practice Conference</u>	<ul style="list-style-type: none"> Individual meeting Mutually scheduled appointment with evaluator Selection by teacher of deliberate practice element from list of deliberate practice high-yield strategies 	1	Occurs by September 15
Category 1	Mid-point Evaluation Conference	<ul style="list-style-type: none"> Individual review of mid-point performance Finalizing the mid-point evaluation Presentation of teacher and/or student artifacts and evidences for instructional practice and student growth data Sign mid-point evaluation forms 	1	Complete no later than five (5) student attendance days before Winter Break begins
Category I and II	Deliberate Practice Mid-point Conference	<ul style="list-style-type: none"> Individual meeting between evaluator and teacher to review deliberate practice progress on one (1) element within deliberate practice list of high-yield strategies within evaluation framework Review growth from data point1and any additional 	1	Complete no later than five (5) student attendance days before Winter Break begins

		record ratings in electronic evaluation format		
Category I and II	Annual Instructional Practice Score (IPS) Evaluation Conference	<ul style="list-style-type: none"> • Individual meeting held between evaluator and teacher • Share teacher and/or student artifacts for ratings submitted in Domains 2-4 • Discuss final deliberate practice score • Discuss final IPS score • Sign IPS evaluation document 	1	<p>Category I – Complete no later than April 15</p> <p>Category II – Complete no later than April 30</p>
Category I and II	Annual Summative Evaluation Conference	<ul style="list-style-type: none"> • Individual meeting held between evaluator and teacher • Finalizing the Annual Summative • Receive student growth score • Signing the forms 	1	Complete within timelines established by statute

- B. To waive any dates in the observation/evaluation timeline the Association and Superintendent or his/her designee must agree in writing, which may include, but is not limited to, a confirming e-mail.

VIII.6 Evaluation Appeal Process

A. Appeal Overview

1. Employees may appeal using an expedited appeal procedure limited to 3 steps:

Step 1, Step

2, and Arbitration. The Arbitration step will be an expedited process with no submission of briefs and the arbitrator will issue a written decision. Expedited Arbitration will include setting a panel of mutually agreed upon and available arbitrators.

2. While the Annual Summative Evaluation may be appealed, only overall ratings of Needs Improvement or Unsatisfactory may be submitted for arbitration.
3. If a rating is successfully appealed, the rating shall be corrected and the evaluation recalculated.
4. Appeals shall be based upon a procedural violation of the process or documented evidence of bias, retaliation or technical inaccuracies, anonymous complaints or consideration of other such impermissible factors in developing the Annual Summative Evaluation.

B. Appeal Steps

1. Step 1 - Notice of Appeal, no later than the 10th student contact day following receipt of the Annual Summative Evaluation, the employee must file in writing with their principal and copy the Superintendent that a concern exists. The teacher and Principal will meet to discuss the concerns no later than 5 work days after the notice of appeal. A decision will be issued in writing within 5 work days.
2. Step 2 - If the employee is not satisfied with the outcome of the discussion, the employee may appeal the Principal's decision by filing a notice of appeal with the Superintendent within 5 student contact days following receipt of the Principal's decision. The parties will meet to discuss the concerns within 10 work days. A decision will be issued in writing within 5 work days.
3. Expedited Arbitration - If the employee is not satisfied with the outcome of the previous step the employee may, within 5 work days, request Expedited Arbitration as an option to resolve the evaluation appeal. The intent of the parties is to keep individual hearings to approximately four (4) hours maximum with the arbitrator requested to submit a decision within 10 work days. Expedited Arbitration will take place as timely as possible. Dates will be agreed upon by the District and Association.

C. Miscellaneous Provisions:

1. The Board and the appellant shall not be permitted to assert in such arbitration proceeding, any grounds or rely on any evidence not previously disclosed to the other party. Both parties agree that the award of the arbitrator shall be final and binding.

2. The Board and the Association shall share equally the fees and expenses of the arbitrator. Neither the bargaining agent nor the Board shall be responsible for the cost of arbitration by a member of the bargaining unit when the appeal is not processed by the Association.
3. No reprisals of any kind shall be taken against any party in interest participating in the appeal procedure.
4. Notwithstanding the expiration of this agreement, any appeal arising while the agreement was in effect may be processed through the appeal procedure until resolution.
5. Any teacher for whom an appeal is sustained shall be reimbursed or made whole in accordance with the award of the arbitrator.
6. Each party shall bear the full cost of its representation at all steps of the appeal procedure.
7. A teacher shall have the right to have an Association member representative present when an appeal is being discussed. In a case where no Association member representative is present to attend the informal procedure, the discussion may be postponed and the Association staff will have the right to appoint an Association member to attend the informal session. Nothing in this part shall be construed to prevent an employee from handling his/her own appeal, in person or by representative of choice, and having such appeal adjusted without the intervention of the bargaining agent if the Association has been given reasonable opportunity to be present, and providing the adjustment is not inconsistent with the terms contained herein.
8. If an appeal is filed, no human capital decisions will be made based upon that evaluation until the appeal process has been completed.

~~VIII.7 Outcome of the Final Evaluation~~

~~All Annual contract teachers who receive a Highly Effective on the IPS portion of the TES will be renewed, subject to budgetary constraints.~~

ARTICLE IX PERSONNEL FILES

IX.1 Personnel files

- A. Employees may inspect and obtain copies of their personnel files. Copies shall be provided for the employees upon request at ten (10) cents per page.
- B. Employees of the bargaining unit shall have the right to read, initial, and attach rebuttal comments to all documents placed in his or her personnel files within fifteen (15) working days of the date of the filing.
- C. Documents placed in personnel files shall be signed and dated by the individual initiating the documents for the file. Documents to be placed in the individual personnel file shall be forwarded to the employee by the originator.
- D. Only those documents which exist in or are specifically and definitely referred to and accessible to the employee may be used as exhibits in any disciplinary proceedings involving that employee.

IX.2 Inaccurate, anonymous materials

- A. If an employee and the Board agree that the contents of a document placed in the employee's personnel file are false or non-factual, the Board will seek a court order or other appropriate measures to have said document removed from the personnel file.
- B. Disciplinary action shall be supported by evidence other than anonymous complaints, information or documents.

ARTICLE X EMPLOYEE DISCIPLINARY PROCEDURES

X.1 Discipline defined

- A. Discipline of employees shall be progressive except for serious offenses and shall be for just cause.
- B. Notwithstanding the foregoing, no other management action, apart from a letter of concern or a written reprimand, shall be subject to the grievance procedure.

X.2 Procedures.

- A. When an allegation of wrongdoing or complaint against an employee is investigated by the Board, the employee shall be notified of the nature of the complaint and shall have the opportunity to respond to the allegations or complaint during the investigation. When a request for representation has been made, no such meeting shall take place until such representative shall have the opportunity to be present. In all Board investigations resulting in discipline, the employee shall receive a copy of the investigator's report.
- B. When complaints or allegations are made against a bargaining unit member, administration shall disclose to the bargaining unit member all pertinent information. Identity of the person making the complaint shall be included in the investigator's final report. With the exception of juveniles, the name of the person making the complaint may be revealed to the member prior to the final report when such revelation is essential to facilitate reasonable resolution of the complaint or allegation.
- C. No material related to a potential disciplinary action may be placed in an employee's permanent personnel file other than as provided in F.S. 1012.31.
- D. In the event a professional service or a continuing contract employee is reduced in rank or compensation, reprimanded, disciplined, discharged, terminated, or otherwise separated, he/she shall upon request be given the reasons therefore in writing, within ten (10) working days of the request. In the event an annual

contract employee is reduced in rank or, reprimanded, or discharged during the term of his/her contract, he/she shall, upon request, be given the reasons therefore in writing, within ten (10) working days of the request.

ARTICLE XI LEAVE PROVISIONS

XI.1 Paid leaves

A. Sick leave

1. **Sickness or death.** Each employee is credited with four (4) days sick leave the first day of employment. Hence, he/she is credited with an additional day at the end of each month of employment not to exceed one day for each month of employment. All sick leave accumulates without maximum. The unused portion of sick leave shall accumulate from year to year. Sick leave shall be defined as leave for personal illness or disability of the employee, or illness or death of a member of his/her immediate family. Immediate family shall be defined as a spouse, parent, child, brother, sister, other close relative or any dependent relative who resides within the employee's household. All or any portion of the sick leave taken by an employee because of her pregnancy may, at the employee's option, be charged to her accrued sick leave according to the following:

- 1) Absence must be due to illness due to pregnancy or disability caused by pregnancy, miscarriage, abortion, childbirth and recovery there from, all of which shall hereafter be referred to as a pregnancy.
- 2) A teacher shall keep the principal informed as to the date of probable return to the assignment.

2. **Personal Leave:** Six (6) days of accrued sick leave may be used for the employee's personal business, provided the employee can not take more than five (5) personal days consecutively.

Personal leave requests shall not be approved for any day immediately preceding or following a paid holiday. The exceptions to this provision are:

- 1) in the case of an emergency
- 2) bereavement for a member of the employee's immediate family as defined in Article XI.1(A)(1) of this contract
- 3) to observe a religious holiday of the employee's faith

When misuse of personal leave is suspected, the Superintendent or his/her designee may investigate and require verification of the emergency, bereavement or religious observation.

An employee planning to use a sick leave day or days for personal business will notify the principal one (1) day in advance. The principal may waive the one-day notice in cases of emergency.

3. There shall be no limit on the number of days of sick leave an employee may accrue, except that at least one-half of this cumulative leave must be established within this district.
 4. Effective for employees hired on or after July 1, 2011. Sick leave accrued and transferred in from another qualifying employer under F.S. §1012.61(2)(a)1 shall be brought in for purposes of sick leave only, and not for purposes of terminal pay for accumulated sick leave pursuant to Section H. and/or I. of this contract. Any sick leave taken by an employee shall be charged first against leave earned in the District until exhausted and then against leave transferred in from another qualifying employer under F.S. §1012.61(2)(a)1.
 5. **Return to Active Employment.** Upon return from sick leave, the employee shall be returned to his/her former position if available or to a substantially similar position for which the employee is qualified, and shall be placed at the same position on the salary schedule as if the employee had been in actual service to the district during such leave. "Substantially similar" as used above shall mean positions requiring the same certification as the former position.
- B. **Verification of leave:** Upon return from leave as described in paragraph "A" the employee shall complete the necessary forms for verification of the reason for absence. Such forms shall be readily available and submitted to the immediate supervisor by the end of the second full work day following the employee's return from leave.

- C. **Extended professional leave with pay:** For the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff, extended professional leave with pay for periods not to exceed one school year may be granted by the Board.
1. Any certified employee who has satisfactorily completed six (6) consecutive years teaching service in the school district immediately prior to applying for sabbatical leave may apply for extended professional leave with pay.
 2. An extended professional leave with pay may be granted to permit a certified employee to engage in study, travel study, or research.
 3. A certified employee who requests an extended professional leave with pay for study will be expected to enroll as a full-time student carrying a full load (full-time student as determined by the institution attended) of academic work at an institution of higher learning approved by the appropriate accrediting agency.
 4. The applications for extended professional leave with pay, including a plan for study, travel study, or research, must be submitted to the Superintendent or his/her designee during the period of January 15th to February 15th preceding the school year for which the leave is requested. Applicants will be notified not later than March 31 as to the disposition of their applications. An employee receiving permission to take extended professional leave with pay shall inform the Superintendent, in writing, of his/her intention to either accept or decline such leave. Such notifications shall be given not later than fifteen (15) days after the applicant has been notified of approval of his/her request for leave.
 5. Three (3) employees may be granted extended professional leave during one school year.
 6. An employee making application for his/her first extended professional leave with pay shall have preference over one who has previously had such leave. Upon termination of an extended professional leave, an employee shall not

be entitled to another such leave until he/she has completed an additional six (6) years of service in the school district.

7. The employee who takes an extended professional leave with pay shall agree in writing to teach one (1) year in this school district after returning from such leave. If he/she fails to fulfill this obligation before a two (2) year period has elapsed, he/she shall repay the school district the salary paid him/her while on leave, within thirty (30) days.
 8. During extended professional leave with pay, the employee's insurance premiums provided according to this contract shall be paid by the Board.
 9. Extended professional leave with pay may be counted as one year's experience for the purpose of salary schedule computations.
 10. Extended professional leave with pay shall provide for the employee to receive seventy-five percent (75%) of the salary that the employee would receive if in actual service to the district.
- D. Professional leave days with pay may be granted, upon approval of the School Board, to employees for the purpose of:
1. attending and/or participating in professional educational meetings relating to educational workshops, seminars, or conferences sponsored by professional educational organizations, colleges, universities or government agencies concerned with public school matters.
 2. visitations for the purpose of observing instructional techniques or programs.
 3. serving as an authorized delegate of the Association, to state and/or national affiliate's convention, workshops, lobbying, or school site visits. The number of days shall not exceed 2.2% of the bargaining unit members for this purpose. Members of the Association Executive Board may use no more than 20% of the 2.2% days for school site visits. No one person may use more than 2 days for school site visits. The primary purpose of a school site visit is not to recruit members. As a pilot project, four (4) additional days shall be granted to five (5) identified Executive Board members for the

purpose of receiving training beneficial to the District. A committee of three (3) members appointed by the Superintendent and three (3) members of the Association shall be established for purposes of assessing the pilot project. If needed, ten (10) additional days for Association business shall be reimbursed to the School Board at the substitute daily rate.

E. Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter in which the employee is not a party (unless subpoenaed by the other party) shall be paid the normal salary.

F. When a school has a required night meeting, an employee shall be excused to attend a college

credit course provided:

1. The course is needed for recertification or for educational certification in another area, and;
2. A professional leave form has been submitted and approved by the Martin County School Board. Appropriate documentation must accompany the request.
3. An employee who teaches an adult education class may be excused from a required night meeting upon submission of a personal leave form to the principal.

G. Illness-In-The-Line-of-Duty leave not to exceed ten (10) working days shall be granted, without

loss of sick leave, to any employee absent from his/her duties because of personal injury received

in the discharge of duty or because of illness from any contagious or infectious disease contracted

in school work. In the case of sickness or injury occurring under such circumstances as in the

opinion of the Board warrants it, additional leave may be granted.

ARTICLE XI LEAVE PROVISIONS

~~H. TERMINAL PAY FOR SICK LEAVE~~

- ~~1. Employees hired on or before June 30, 2011 shall be entitled to receive pay for accumulated sick leave upon retirement, resignation, or death as follows:
a) After ten years of service, the daily rate of pay multiplied by fifty percent (50%); or
b) After thirteen years of service, the daily rate of pay multiplied by one hundred percent (100%).~~
- ~~2. Employees hired after July 1, 2011, shall be entitled to receive pay for accumulated sick leave established within the district upon retirement, resignation, or death as follows:
a) After thirteen (13) years of service, the daily rate of pay multiplied by fifty percent (50%).~~
- ~~3. Employees qualifying for the above terminal pay must retire or resign at the end of the school year and give ninety (90) days prior notice. The Superintendent may waive these requirements.~~
- ~~4. It is agreed that implementation of the changes to this section shall occur only following implementation of the same or greater benefit reductions by employees represented by AFSCME as well as for non-bargaining employee groups via changes to School Board rules. Absent the same or greater benefit reductions within those employee groups, the changes contained within this section shall be null and void and the language shall revert back to language as contained within the 2009-2010 contract.~~

~~I. ANNUAL PAY OPTION FOR ACCUMULATED SICK LEAVE~~

- ~~1. Employees who work a complete school year (196 days) and who have accrued 30 or more sick days established within the district as of the last duty day, and who have used no more than two (2) of their ten (10) days of accrued sick/personal leave during the year may receive pay for the unused days as follows:~~

- ~~a) Number of days remaining established within the district times the employees' daily rate times 80%.~~
- ~~b) Donations of one day to the sick leave bank and/or up to five (5) days to the compassionate leave bank shall not disqualify the employee from payment of up to 10 days under the annual pay option for accumulated sick leave.~~
- ~~2. The pay provision is available as an option to each qualifying employee.~~
- ~~3. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.~~

J. Military Leave Provision

Military leave will be granted to an employee pursuant to provisions outlined in Florida Statutes section 1012.66, as well as Florida Statutes sections 115.07, 115.09, and 115.14, that allow the protection of civilian pay, benefits, and position during the time that the employee is called to active service of the Armed Forces.

1. Any employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States who is ordered by appropriate authorities to attend a prescribed training program shall be granted leave and shall be paid the first seventeen (17) working days of such training in accordance with section 115.07, Florida Statutes. Leave with pay shall not be granted to an employee who voluntarily extends his or her training time or who is required to serve additional training time due to excessive absences from prior training periods.
2. Reservists or National Guard Members called for active duty will be granted leave in accordance with section 115.14, Florida Statutes, and will be reinstated in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). In accordance with

section 115.14, Florida Statutes, the first thirty (30) days of active duty service will be with full pay.

3. Application for reemployment shall be filed with the School Board within six (6) months following the date of discharge of release from active military duty, and the Board shall have a reasonable time not to exceed three (3) months, to reassign the employee to the same or similar position in the school system.
4. During the leave, the employee will accrue leave benefits, experience credit and will be considered an active employee for purpose of all benefits including group health insurance.

K. Compassionate Leave Bank

The compassionate leave bank exists so employees may donate payout of sick leave days for use by eligible employees who need extended time off due to a catastrophic, serious health condition of a member of the employee's immediate family, residing within the employee's household, for whom the employee is the primary caregiver. Immediate family shall be defined as husband, wife, father, mother, son, daughter, sister, brother, aunt, uncle, first cousin, niece, nephew, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, half brother or half sister. The employee must exhaust all applicable paid leave prior to application to the compassionate leave bank. Funds generated from the payout of donated sick leave shall be deposited into the compassionate leave bank.

- A. Compassionate leave may be granted for catastrophic events including serious injury or illness of someone in the immediate family. Normal pregnancy, common illness, illness or injury covered by Workers' Compensation, mental or nervous conditions, chemical dependency, alcoholism or related conditions' are not eligible for compassionate leave.
- B. Sick leave payout is available for donors wishing to voluntarily contribute a designated number of days to the compassionate leave bank. Donors may specify the individual who will be the recipient of these days.
 1. A donor may authorize a deposit of the value of unused sick leave earned into the compassionate leave bank by completion of the appropriate form. The leave payout shall be based on the current daily

- rate of pay of the employee multiplied by eighty percent (80%) of the value of the day.
2. The amount of days contributed by anyone donor may not exceed five (5) days per year.
 3. Employees who wish to donate to the Compassionate Leave Bank must hold at least thirty (30) days of accrued sick leave as of the last duty day and have used no more than six (6) of their ten (10) days of accrued sick/personal leave during the year.
 4. Days for which such payment is deposited shall be deducted from the employee's accumulated leave balance. The payout for the accumulated leave and deposit into the bank shall be reflected on the employee's paycheck stub.
 5. Unused leave shall not be kept by the recipient or returned to the donor but will be retained in the bank.
- C. Employees receiving or donating compassionate leave bank days shall be responsible for their respective taxes arising from this transaction.
 - D. While using compassionate leave, the employee will not accrue annual or sick leave.
 - E. An overview committee will be formed to review administration of the bank and determine disputed eligibility. MCEA shall have representation and voting rights equal to other groups represented on this committee.

XI.2 Unpaid leaves

- A. Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service to a maximum of four (4) years. An employee returning from such leave shall be returned to employment, without prejudice, provided application for re-employment is filed within six (6) months following the date of discharge or release from active military duty. The school district shall employ the employee returning from such leave by the beginning of the next semester after the date of the employee's written notice of intent to return to the district.
- B. A leave of absence for professional improvement, without salary, may be authorized for any employee, upon application for one (1) or two (2) academic years for the purpose of (1) engaging in study at an accredited university; (2) full-time participation in the federally sponsored Peace Corps, Teacher Corps, or

Job Corps; (3) full-time teaching in foreign or military programs; (4) cultural travel or work program related to his/her professional responsibilities; or (5) participating in exchange teaching programs in other school districts, states, territories, or countries.

Applications for such leaves shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the semester in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the employee's return from leave. An employee returning from such leave shall be returned to employment without prejudice. While on leave under Section B, employees shall notify the School Board by certified mail postmarked no later than March 15th of their intent to return to active employment the following school year. Failure to notify the Board by March 15th of intent to return shall be deemed a resignation.

- C. A leave of absence without pay (not to exceed one year) shall be granted to an employee of the bargaining unit for the purpose of childbearing and/or child rearing as follows:
 - 1. An employee who is pregnant shall be entitled, upon request, to maternity leave without pay to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.
 - 2. A male employee shall be entitled, upon request, to a leave without pay to begin at any time between the birth of his child and one (1) year thereafter.
 - 3. An employee adopting a child shall be entitled, upon request, to a leave without pay, to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

- D. An employee who is granted a leave of absence pursuant to Section C above shall be subject to the following:

If an employee notifies the Superintendent of his or her desire to return to active employment within sixty (60) days after termination of pregnancy for any reason, or the acquisition of de facto custody of an adopted child, or within sixty (60) days after commencement of the leave, whichever is later, said employee shall, at the beginning of the next semester, be assigned to a position for which he/she is qualified. Employees will notify the School Board no later than sixty (60) days prior to intent to return to active employment. Failure to notify the Board sixty (60) days prior to intent to return to active employment shall be deemed a resignation.

- E. While on leave in accordance with this article:

1. An employee shall have the option to remain an active participant in his/her state teacher retirement system and/or other fringe benefit programs by continuing to pay the amount required.
2. An employee shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on such leave of absence.
3. An employee shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing school programs during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.

- F. A leave of absence without pay for up to one (1) year shall be granted to an employee, upon application, to campaign for or serve in a public office or as an Association official. At the Board's discretion, such leave may be renewed for a second year upon application. An employee returning from such leave shall be returned to employment without prejudice.

- G. A one (1) year personal leave without pay may be granted to up to one-half of 1 (.5%) percent of the bargaining unit, subject to the following terms:

1. The employee shall have five (5) or more years of consecutive service for the Martin County School Board, and a current satisfactory evaluation.
 2. Application must be received by the Personnel office and site administrator on or before April 1 for personal leave the following year.
 3. Leaves under Section G are for one (1) full school year, August through June.
 4. While on leave under Section G, employees shall notify the School Board by certified mail postmarked no later than March 15 of their intent to return to active employment the following school year. Employees who fail to notify the Board by March 15 of their intent to return shall be terminated. Upon the employee's termination under Section G for failure to notify, the termination shall be deemed an employee resignation and not reportable to PPS as a termination for cause.
 5. When returning to active employment, the employee shall be returned to a position in the school district. The School Board will endeavor to place the employee in an in-field position.
 6. The employee will not receive a year's experience credit on the salary schedule while on leave. The employee shall be given the opportunity to participate at his/her own expense in School Board hospitalization and major medical benefits program while on leave. Procedure for participation, notice and payments shall be determined by the Board. Employee adherence to such notice and payments shall be a condition of participation.
 7. While on personal leave under Section G, the employee shall not work for a Florida school district.
- H. The Board and the Association may mutually agree to waive the conditions herein, and grant personal leave without pay to bargaining unit members who hold a Professional Services or Continuing Contract.
- I. Upon request from the Association, the Board shall grant leave for one (1) year without pay to the MCEA president to act in the capacity of president. The duration of said leave shall count toward accruing seniority. The teacher on

leave shall have the option to continue, through the School Board, at his/her own expense, insurance and all other benefits to which he/she would normally be entitled. Such leave may be renewable upon request submitted to the Director of Human Resources by March 15 each year, and on approval of the Superintendent. At the conclusion of the leave, the teacher shall be returned to a teaching position for which he/she is qualified.

ARTICLE XII COMPENSATION

XII.1 Travel compensation

Employees who are required to split their work assignment between two (2) or more work locations during the same work day shall receive compensation for travel at the established mileage rate as authorized by the principal and approved by the Board.

XII.2 Reimbursement

The Board will reimburse teachers for approved expenses within three (3) weeks of their Finance Office "received date". After notification of payment problems, the Board shall have two additional weeks to investigate the circumstances involved.

XII.3 Postings

All openings for extra compensation positions, as listed in Appendix "B", shall be posted in the school for at least five (5) days before appointment with a brief description of the duties involved.

XII.4 Increase effective date

The effective date for an employee's salary increase because of a new academic degree shall be the ~~issue~~ receipt date of the new certificate by personnel.

XII.5 Autodeposit

The School Board will provide automatic deposit of paychecks for bargaining unit members.

XII.6 Summer school

- A. Summer school teachers in FTE generating programs will be paid an hourly rate for the hours worked computed as follows: ~~The teacher's annual salary divided by 196 day work year divided by a 7 hour work day. In addition, 5% will be added to the hourly rate in lieu of sick leave earned.~~

Compensation for summer school will be based on the hourly rate in effect for the regular position as of June 30th.

- B. Summer school pay will be based on the salary schedule adopted for the days employed.
- C. No sick leave will be accrued during summer school. Any personal or sick leave taken during summer school will be unpaid.
- D. Planning time will be provided during the teacher days at the rate of thirty minutes for every 2 hours and 30 minutes of student contact time.
- E. One-half day of preplanning will be scheduled prior to the opening of summer school.
- F. One-half day of post-planning will be provided at the conclusion of summer school.
- G. The faculty of each school will review and vote on the school's established criteria for summer school staff selection by the end of the first semester. If more than 50 percent of the votes are negative, a committee will be formed for the purpose of revising the criteria for summer school staff selection. Each committee shall be comprised of eight (8) members - four (4) appointed by MCEA and four (4) appointed by the principal. This committee shall meet by the first week in February with criteria to be submitted to the principal by March 15. The principal will schedule a faculty meeting to review the committee recommendations. A majority vote of the faculty will be required to adopt the criteria for implementation during summer school.
- H. When combining schools for summer school is necessary, summer school site locations shall be rotated where possible.
- I. The only exception to the above will be exceptional education summer school teachers. A committee shall be formed comprised of eight (8) members - four (4) appointed by MCEA and four (4) appointed by the Director of ESE to establish criteria for ESE summer school staff positions county wide. The ESE teachers shall vote according to the above timelines.

XII.7 Retirement

Each retiring employee ~~with a hire date on or before June 30, 2014 (normal retirement only who has worked 30 years for MCSD)~~ ~~with a hire date on or before June 30, 2014~~ ~~with has worked~~ a minimum of ten (10) consecutive years ~~in the Martin County School District~~ immediately preceding retirement, with no break in service, will receive a terminal pay supplement of 15% of the employee's current annual salary in one lump sum. Authorized leave does not constitute a break in service. Unauthorized leave constitutes a break in service. A participating employee must qualify for retirement under the Florida Retirement System or the Florida Teachers Retirement System and notify the Director of Human Resource and Staff Development ninety (90) days prior to the projected retirement date in order to receive this supplement. The Superintendent, with notice to the MCEA, may waive the notice requirement. This supplement will be paid only once and is included as a portion of the final year's salary. Employees with a hire date on or after July 1, 2014 will not be eligible for the terminal pay supplement described above.

XII.8 Worker's Compensation

A. The School Board shall continue to provide the full cost of the insurance premium associated with District provided core employee benefits for any bargaining unit member who is disabled and receiving workers' compensation for up to six (6) months following placement on workers' compensation leave. The employee may elect to participate in COBRA consistent with law.

XII.9 Years of Service Health Insurance Benefits

For employees hired on or before June 30, 2011, the Board shall provide payment for single health insurance coverage for employees for no more than the first five consecutive years following the date of retirement; OR until the retired employee becomes Medicare eligible, whichever occurs first as follows:

Years of Service with MCSD (%) Payment what the board contributes to single health insurance coverage for full time employees in Martin County

15	-----	25%
20	-----	50% <u>25%</u>
25	-----	75% <u>50%</u>
30	-----	100% <u>75%</u>

The Board shall allow any retiree and their eligible dependents the option of continuing to participate in the group insurance plan. Retirees and their eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active employees at a premium cost of no more than the premium cost applicable to active employees. The cost of continued participation shall be paid by the retired employees.

ARTICLE XIII EMPLOYEE BENEFITS

XIII.1 Insurance

- A. The Board will provide, without cost to fulltime employees, as part of the core benefit package, a group term life insurance policy in the amount of \$35,000 for each employee under age 65. This policy reduces 35% (\$22,750) for employees age 65 to 69, and 50% at age 70 (\$17,500 policy). The Core benefits package for full-time employees will consist of insurance for health, dental, vision, life and Employee Assistant Program (EAP).
- B. The Board will provide a ~~\$6,302.16~~ \$6,350.00 flat amount annual insurance contribution, ~~plus fifty percent (50%) of any premium increase becoming effective during the term of the agreement,~~ toward a medical insurance plan selected by the Board to all full time employees. The Board shall also provide all full-time employees dental, vision and life insurance benefits at no cost to the employees. Dental insurance will be funded to the DHMO level.
1. Full-time employees are defined as employees in a regular position that are regularly scheduled to work at least 37 ½+ hours a week. Full-time employees shall be eligible to receive the ~~a \$6,302.16~~ \$6,350.00 flat amount annual insurance contribution, ~~plus fifty percent (50%) of any premium increase becoming effective during the term of the agreement, toward the cost of core insurance benefits.~~ The full-time employee can elect dependent coverage if the employee pays the total cost of the dependent coverage.
 2. Part-time employees are defined as employees in a regular position that are regularly scheduled to work less than 37 ½ hours a week. These employees will be designated into two separate categories of employees for insurance purposes. Employees that work 30 – 37.49 hours per week are eligible to receive a ~~100% flat contribution of \$5,800.00 to the medical default plan~~ if they elect to enroll in insurance benefits and may purchase family coverage. Employees that work ~~20 to~~ 29.99 hours or less per week are not benefit eligible.
 3. In the event both the husband and wife are employed by the Board on a full-time basis as defined in number one above, a ~~\$12,604.32~~ \$12,700.00 flat

amount annual insurance contribution, ~~plus fifty percent (50%) of any premium increase becoming effective during the term of the agreement,~~ will be allotted for family coverage.

4. The effective date of coverage for new employees shall be the first of the month coinciding with or next following 30 days of employment in a benefit eligible position, transfer to an eligible position, or return from an unpaid leave of absence.

C. Cafeteria Benefit Plan

- a. The cafeteria plan for optional fringe benefits, intended to be in accordance with the requirements of IRS Code Section 125, shall be continued as a, “payroll reduction option”. The Board shall make no contribution.
- b. Neither the Board nor the Association assumes any responsibility nor liability for individual tax consequences which may occur as a result of employee participation or non-participation in this benefit program. Each employee is to determine for himself or herself the tax effect of the plan participation or non-participation, and no representations nor guarantees are made or implied by either the Board or the Association as to the tax effect of plan participation or non-participation for individual employees.

- D. The Board will provide professional liability insurance for all employees in the amount of \$100,000.

E. 401(a) Special Pay Plan

The Board has adopted a 401(a) Special Pay Plan that is mandatory for all employees. This program was adopted to reduce an employee’s tax liability on terminal pay.

XIII.2 Sick leave bank

- A. **Membership:** A sick leave bank shall be established for optional participation by bargaining unit employees. An employee with one year or more of service shall have six (6) or more days accrued sick leave in order to contribute for his/her initial participation. When the bank has less than two (2) days per each sick

leave bank member on June 30 of any year, all continuing sick leave bank participants shall automatically donate a day to the sick leave bank. Employees who return to work during the school year shall be assessed one day upon returning to active duty. Upon membership, authorization is given for automatic contribution of one (1) day per year when sick leave bank maintenance is needed. A sick leave day donated to the bank by an employee will be returned to the employee except as authorized hereinafter.

- B. **Establishment and duration:** The sick leave bank will not come into existence until at least 100 days are deposited and shall remain in existence until terminated through the collective bargaining procedure or other appropriate procedure.
- C. **Procedures:** The personnel and payroll departments shall establish and the Association will comply with procedures for identifying and recording contributions to the bank and for complying with any applicable governmental regulation of sick leave or sick leave banks or associated record keeping.
- D. **Bank utilization:** In the event of catastrophic illness or injury of a participating employee necessitating the employee's absence from work over an extended period of time, a participating employee may receive paid leave under the following conditions:
 - 1. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident, or injury.
 - 2. An employee must have exhausted all sick leave to become eligible for sick leave bank benefits.
 - 3. Any employee wishing to draw from the sick leave bank must have been absent for a minimum of fifteen (15) consecutive workdays.
 - 4. Application for use of the sick leave bank must be made to the Director of Human Resources and Staff Development seven (7) working days in advance of anticipated need. Such application shall include:

- a. A doctor's statement certifying the illness and the necessity for the protracted leave. Reapplication to the sick leave bank must be accompanied by a doctor's certification that the current illness/injury is not the same or related to an illness/injury used for sick leave bank benefits in the past.
 - b. Certification by the employee of the date on which all regular sick leave will be exhausted and the date on which the sick leave bank is to be used.
5. An employee may draw a maximum of forty (40) days for the same illness or injury.
6. After using forty (40) days from the sick leave bank, an employee may not withdraw again until the employee has worked for ninety (90) working days.
7. An employee who is a member of the sick leave bank shall not be eligible to use sick leave from the bank if he/she is on injury or illness in the line of duty, workmen's compensation, or other approved leave.
8. Upon receipt of application for sick leave bank benefits, the Director of Human Resources and Staff Development shall certify eligibility, notify the employee of eligibility, and send notice to the Association of sick leave bank usage.
- E. **Continuity and limits:** If on June 30 of any year the sick leave bank has more than two (2) days per each sick leave member in the account, all participating employees will continue eligibility for the ensuing fiscal year and only new participants will contribute a day to qualify for participation.
- F. **Participation abuse:** If any employee is found to have abused the use of the sick leave bank, that 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.
- G. **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 when the employee fails

to meet the condition in paragraph “A” above. Specifically, when a contribution of one (1) day to the bank is needed for maintenance, if a participating employee does not have a sufficient available sick leave balance to contribute one (1) day to the bank, the employee is considered to have withdrawn from the bank for that year.

- H. **Termination:** If the sick leave bank is terminated for any reason, the balance of days in the account shall be equally distributed into the individual accounts of the current (last) participants. However, no employee may receive more sick leave credit under this paragraph (H) than he/she has transferred into the bank.
- I. **Hold harmless:** The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken, by the Board, for the purpose of granting this procedure for employees to use this sick leave.

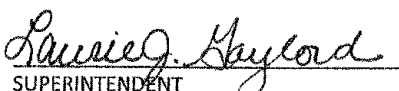
ARTICLE XIV CONTRACT AGREEMENT

XIV.1 Terms of contract agreement

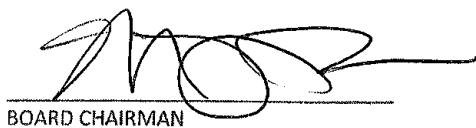
- A. This contract shall be effective as of July 1, 2013 and shall remain in force and effect through June 30, 2014. This does not eliminate the possibility of implementing legislative mandates and impact bargaining through negotiations when required.
- B. During the term of this Agreement, each party reserves the right to reopen negotiations annually on Appendix B, Salary Schedules, Article XIII Employee Benefits, and on two (2) other articles of each party's choosing.
- C. Should any provisions of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be amended to the extent that it violates the law by mutual agreement; but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted or amended provision
- D. Whenever any notice is required to be given by either of the parties to this contract to the other party, either shall do so by registered letter or facsimile at the following addresses:
 - 1. If by the Board to the Association at: 668 S.E. Monterey Road, Stuart, FL 34994
 - 2. If by the Association to the Board at: Director of Human Resources, 500 East Ocean Boulevard, Stuart, FL 34994

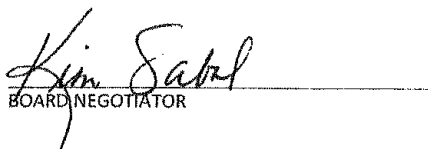
SCHOOL BOARD OF
MARTIN COUNTY

MARTIN COUNTY
EDUCATION ASSOCIATION


SUPERINTENDENT


PRESIDENT OF MCEA


BOARD CHAIRMAN


BOARD NEGOTIATOR


CHIEF NEGOTIATOR, MCEA

APPENDIX A GRIEVANCE FORM

Grievance Form – Level One

NAME OF GRIEVANT _____ DATE FILED _____

Name of Designated Representative: _____

Date of Alleged Violation (incident): _____

Date of Knowledge of Alleged Violation (incident): _____

Time of Alleged Violation: _____ Place: _____

Employee's Home Phone: () _____

Employee's School (worksite): _____ Title: _____

Statement of Dispute: _____ Specific Contract

Article(s), Section(s), Line(s) allegedly violated: (Attachments if necessary)

Relief Sought: _____

Signature of Grievant

Signature of Designated Representative

Decision of Level I Management Representative:

Signature of Level I Management Representative

If not satisfied with Level I Management decision, Grievant may appeal on Form, Level II

Signature of Grievant

Signature indicates only receipt of decision

Completion Date

C: MCEA
Superintendent
Attorney
Director of HRMD, Risk and Benefits

Signature of Grievant

Date

THIS FORM REPRESENTS A FORMAL APPEAL OF THE LEVEL I MANAGEMENT DECISION

Date received by Level II

Management Representative

Decision of Level II Management Representative:

Signature of Level II Management Representative

If not satisfied with Level II Management decision, Grievant may appeal on Form, Level III.

Signature of Grievant

Completion Date

Signature of Designated Representative

(Signature indicates only receipt of decision)

cc MCEA
Superintendent
Attorney
Director of HRMD, Risk and Benefits

Signature of Grievant

Date

THIS FORM REPRESENTS A FORMAL APPEAL OF THE LEVEL II MANAGEMENT DECISION

Date received by Level III

Management Representative

Decision of Superintendent or Designee:

Signature of Superintendent or Designee

If not satisfied with Level III Management decision, Grievant may submit grievance to arbitration.

Signature of Grievant

Completion Date

Signature of Designated Representative

(Signature indicates only receipt of decision)

cc MCEA
Superintendent
Attorney
Director of HRMD, Risk and Benefits

APPENDIX B SALARY SCHEDULES

Instructional Personnel 10-Month Schedule 2012-2013

****This schedule is included for informational purposes only****

Years Experience	Step	Bachelors	Masters	Specialist	Doctorate
0,1,2,3,4	1	\$37,000	\$39,220	\$41,573	\$43,926
5	2	37,426	39,671	42,051	44,432
6	3	38,024	40,306	42,724	45,143
7-8	4	38,633	40,951	43,408	45,865
9	5	39,251	41,606	44,102	46,599
10	6	39,879	42,272	44,808	47,344
11	7	40,517	42,948	45,525	48,102
12	8	41,165	43,635	46,253	48,871
13	9	41,824	44,333	46,993	49,653
14	10	42,493	45,043	47,745	50,448
15	11	43,173	45,763	48,509	51,255
16	12	43,864	46,496	49,286	52,075
17-18	13	44,565	47,239	50,073	52,908
19	14	45,279	47,996	50,875	53,755
20	15	46,003	48,763	51,689	54,615
21	16	47,786	50,653	53,692	56,732
22-23	17	51,259	54,335	57,595	60,855
24	18	55,036	58,338	61,838	65,339
25+	19	58,037	61,519	65,210	68,901

Placement Schedule for Employees with 196 Contract Days

Level	Salary	-	Level	Salary
1	37,300		21	48,980
2	37,884		22	49,564
3	38,468		23	50,148
4	39,052		24	50,732
5	39,636		25	51,316
6	40,220		26	51,900
7	40,804		27	52,484
8	41,388		28	53,068
9	41,972		29	53,652
10	42,556		30	54,236
11	43,140		31	54,820
12	43,724		32	55,404
13	44,308		33	55,988
14	44,892		34	56,572
15	45,476		35	57,156
16	46,060		36	57,740
17	46,644		37	58,324
18	47,228		38	58,908
19	47,812		39	59,492
20	48,396		40	60,076

Beginning in 2014-15, the above Placement Schedule shall be used to place new hires. It shall also be used to transition employees off of the 2012-2013 Instructional Personnel 10-month schedule as follows:

2012-2013	2012-2013		2013-2014	2013-2014
Step	Salary		Step	Salary
1	37,000	→	4	39,052
2	37,426	→	5	39,636
3	38,024	→	6	40,220
4	38,633	→	7	40,804
5	39,251	→	8	41,388
6	39,879	→	9	41,972
7	40,517	→	10	42,556
8	41,165	→	12	43,724
9	41,824	→	13	44,308
10	42,493	→	14	44,892
11	43,173	→	15	45,476
12	43,864	→	16	46,060
13	44,565	→	17	46,644
14	45,279	→	18	47,228
15	46,003	→	20	48,396
16	47,786	→	23	50,148
17	51,259	→	29	53,652
18	55,036	→	35	57,156
19	58,037	→	40	60,076

By way of example only, an employee on Step 7 in 2012-2013 transitions to Level 10 in 2013-2014. Their salary moves from \$40,517 to \$42,556, a raise of \$2,018

The advanced degree supplement for each employee hired on or before date of ratification shall be frozen at the amount of the difference between the Bachelors salary and the salary for the advanced degree possessed by the employee for the step on which the employee was placed in 2011-2012. These supplements can be calculated from the 2012-2013 Instructional Personnel 10-month salary schedule above. Advanced degree supplements for employees hired on or after date of ratification shall be fixed dollar amounts as indicated below:

Masters' Degree – \$1,800
Specialist Degree – \$2,100
Doctorate Degree – \$3,600

The Board will reassess the amount of the advanced degree supplements by January 24, 2016.

The years of experience column is for the initial placement of new hires only.

Step movement effective the last nine weeks of the 2011-2012 school year for employees eligible to move step. Four hundred dollars (\$400) will be added to the top step of the schedule and is not pro-rated.

B.2 Negotiated instructional supplements 2013-2014

Base: \$37,000. All instructional supplements will be frozen at the 2012-2013 Instructional Supplement amounts. Beginning 7/1/14, Instructional Supplements will be flat amounts and will no longer be a percentage of the base salary. The flat amount of all supplements is frozen at the amounts listed in the 2011-2012 MCEA contract and 2011-2012 salary schedule.

		Flat Amount
Deans*	20%	\$ 7,400
Team Leaders**	12%	\$ 4,440
Director of Student Affairs*	18%	\$ 6,660
Staffing/Program Specialist**	10%	\$ 3,700
Guidance*	10%	\$ 3,700
Band:		
High School	20%	\$ 7,400
Middle Schools	12%	\$ 4,440
Assistant—High Schools	5%	\$ 1,850
Chorus:		
High Schools	20%	\$ 7,400
Middle Schools	6-10%	\$2,220 - \$3,700
Class Sponsors:		
Senior Class	10%	\$ 3,700
Junior Class	9%	\$ 3,330
Sophomore Class	6%	\$ 2,220
Freshman Class	5%	\$ 1,850
Student Council:		
High Schools	6-10%	\$2,220 - \$3,700
Middle Schools	3-6%	\$1,110 - \$2,220
Elementary Grade Group Chairman	5%	\$ 1,850
Academic Games Sponsor (per season)	3%	\$ 1,110
Club Sponsor:		
High School—Academic and Service	2-6%	\$ 740 - \$2,220
Middle School—Academic and Service	2-6%	\$ 740 - \$2,220
Elementary School (after school hours)	1-3%	\$ 370 - \$1,110
Western Zone Recruitment & Retention Supplement	4.5%	\$ 1,665
Peer Teacher:		
1 Year	5%	\$ 1,850
45-90 Days	2.5%	\$ 925
Elementary Safety Patrol	2%	\$ 740
District Science Fair Coordinator	8%	\$ 2,960
School Science Fair Coordinators:		
High School	3-4%	\$1,110 - \$1,480
Middle School	3-4%	\$1,110 - \$1,480
Elementary School	3-4%	\$1,110 - \$1,480
Yearbook:		
High School	7%	\$ 2,590
Middle School	5%	\$ 1,850
High School Drama	20%	\$ 7,400
High School Periodical	3-4%	\$1,110 - \$1,480
Computer Resource Person (personnel with teaching duties only)	4%	\$ 1,480
a. Non-teaching duties for half day or more	3-5%	\$ 1,480
b. Non-teaching duties for less than one half day	5-7%	\$1,110 - \$1,850
c. Full teaching duties	8-10%	\$1,850 - \$2,590
SEH, PMH, VE and Speech teachers with CCC's		\$2,960 - \$3,700
SEH, PMH, VE and Speech teachers with CCC's	5%	\$ 1,850
Challenger Center Instructional Staff	5%	\$ 1,850
Licensed Clinical Social Worker	5%	\$ 1,850
Training/Staff Development Stipend	15.00 per hour	
Tutoring Stipend	25.00 per hour	
Detention Duty Stipend	20.00 per hour	

*This supplement includes an eight (8) hour workday including lunch and no planning time. Principals, at their discretion, may reduce the time on duty or restructure it to meet individual school needs.

**This supplement includes an eight (8) hour workday including lunch. Principals, at their discretion, may reduce the time on duty or restructure it to meet individual school needs.

***Employees hired on or before June 30, 2014 will continue to receive the Western Zone Supplement of 4.5% of \$37,000. Employees hired on or after July 1, 2014, do not receive the Western Zone Supplement of 4.5% of \$37,000.

Supplements may be proportionately split at the principal's discretion. If a supplement is proportionately split, the duties of the position shall be proportionately assigned to reflect the division of the supplement dollars.

If a supplement is not budgeted at the school site, no bargaining unit member will be required to fill the unfunded supplement position. A bargaining unit member may choose to serve as a volunteer, but there will be no penalty for declining to volunteer.

B.3 Athletic supplements 2013-2014

Base: \$37,000. Supplements for employees hired on or before June 30, 2012 shall be frozen at their 2012-2013 levels. Supplements for employees hired on or after July 1, 2012 shall be fixed percentages of \$37,000 as indicated below. The District agrees to provide job descriptions for each of the supplements below to the Board by July 24, 2014.

Flat Amount		
Football:		
Head Coach	15.954%	\$ 5,901.50
Assistant Head Coach	11.074%	\$ 4,095.90
Assistant Coach	9.277%	\$ 3,433.60
9 th Grade Coach	6.717%	\$ 2,486.40
Basketball:		
Head Coach	15.945%	\$ 5,901.50
Assistant Coach	9.277%	\$ 3,433.60
9 th Grade Coach	4.786%	\$ 1,772.30
Baseball:		
Head Coach	11.523%	\$ 4,262.40
Assistant Coach	6.784%	\$ 2,508.60
9 th Grade Coach	4.786%	\$ 1,772.30
Track:		
Head Coach	9.376%	\$ 3,470.60
Cross Country Coach	7.321%	\$ 2,708.40
Assistant Coach	6.439%	\$ 2,382.80
Meet Coordinator	1.303%	\$ 481.00
Tennis: Coach	6.784%	\$ 2,508.60
Golf: Coach	6.784%	\$ 2,508.60
Wrestling:		
Head Coach	11.523%	\$ 4,262.40
Assistant Coach	6.088%	\$ 2,253.30
Weightlifting	6.533%	\$ 2,416.10
Swimming:		
Head Coach	8.624%	\$ 3,189.40
Assistant Coach	4.984%	\$ 1,842.60
Softball:		
Head Coach	11.523%	\$ 4,262.40
Assistant Coach	6.784%	\$ 2,508.60
9 th Grade Coach	4.786%	\$ 1,772.30
Volleyball:		
Head Coach	11.523%	\$ 4,262.40
Assistant Coach	5.647%	\$ 2,090.50
9 th Grade Coach	4.786%	\$ 1,772.30
Soccer:		
Head Coach	11.523%	\$ 4,262.40
Assistant Coach	5.647%	\$ 2,090.50
9 th Grade Coach	4.786%	\$ 1,772.30
Bowling: Coach	4.492%	\$ 1,661.30
Lacrosse:		
Coach – Boys Varsity	8.622%	\$ 3,189.40
Coach – Girls Varsity	8.622%	\$ 3,189.40
Coach – Boys Jr. Varsity	4.98%	\$ 1,842.60
Coach – Girls Jr. Varsity	4.98%	\$ 1,842.60
Flag Football:		
Coach – Girls Varsity	8.622%	\$ 3,189.40
Coach – Girls Jr. Varsity	4.98%	\$ 1,842.60

Cheerleading:		
Coach—Football	6.987%	\$ 2,586.30
Coach—Basketball	7.481%	\$ 2,767.60
Freshman Coach	4.492%	\$ 1,661.30
Drum Majorettes/Tigerettes Coach	5.88%	\$ 2,175.60
Flag Corp/Flag Majorettes	3.818%	\$ 1,413.40
Middle School:		
Basketball Coach	6.784%	\$ 2,508.60
Volleyball Coach	4.786%	\$ 1,772.30
Cheerleading	5.88%	\$ 2,175.60
Soccer	4.786%	\$ 1,772.30
Dance Corp	5.88%	\$ 2,175.60
Intramurals:		
High School	*Hourly Rate: \$16.27 Not to exceed \$4,000	
Middle School	*Hourly Rate: \$16.27 Not to exceed \$3,019	
Athletic Manager	3.818%	\$ 1,413.40
Summer Recreation Program	\$16.27/hour	

*Same as Adult Education Rate

APPENDIX C: LETTERS OF UNDERSTANDING

PROFESSIONAL DEVELOPMENT PROGRAM

The Martin County School Board and the Martin County Education Association pledge a commitment to professional development.

The MCEA will work cooperatively with the District to provide the latest in educational research to teachers. Every effort will be made to inform the stakeholders in both organizations of new curricular offerings and to coordinate their implementation.

Twelve employees of the District (eleven teachers and one coordinator) shall participate in the training. Training shall take place on six (6) Saturdays. Each participant shall be eligible to be paid seventy dollars (\$70) as a bonus for each complete day of participation. Checks shall be issued to participants by the District. Standard/routine payroll deductions shall be made as applicable.

The District shall provide no more than five thousand forty dollars (\$5,040.) exclusively for this purpose. The District shall also provide a classroom, an easel, a lap top computer, and such audio-visual equipment as may be available on the training days. All equipment shall remain the property of, and be returned to, the District. The cost to the District for reproduction of materials shall not exceed \$500.00

The MCEA shall have the primary responsibility for the design and delivery of the training; however, the MCEA and the District are committed to collaboration with respect to the program.

Russell Holloway Track and Field Day – Volunteer Coaches


The Martin County Education Association (the MCEA) and the Martin County School District (the District) have come to an agreement that Dr. Wilcox, Superintendent of Schools, will send the attached memorandum to Elementary Principals and Assistant Principals explaining that staff members who serve as track coach for the Russell Holloway Elementary Track and Field Day are doing so on a voluntary basis and there is no penalty for not volunteering. This memorandum will be distributed to all elementary instructional staff.

MEMORANDUM OF AGREEMENT
Between
The Martin County Education Association
and
The Martin County School District

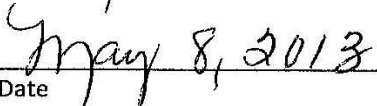
Salary Schedule Supplements

The following is an agreement reached between the Martin County School District ("the District") and the Martin County Education Association ("the MCEA") regarding the instructional salary schedule supplements.


In order to expedite the conclusion of 2012-2013 negotiations, the parties agree to withdraw salary schedule supplement proposals from this year's negotiations process. However, in recognition that some changes in the salary schedule supplements may be warranted, the parties agree to form a joint committee for the purpose of reviewing the instructional salary schedule supplements. This committee shall be comprised of two (2) representatives from the District and two (2) representatives from the MCEA. Each party shall select their respective representatives. The committee shall review the current salary schedule supplements and bring back recommendations for changes to the 2013-2014 negotiations table. It is understood that any changes to the salary schedule supplements are subject to the collective bargaining process.



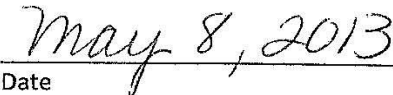
For the Board



Date



For the Association



Date

Memorandum of Agreement

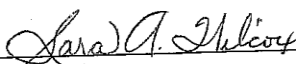
This memorandum is intended to reflect the agreement and understanding between the Martin County School District (District) and the Martin County Education Association (MCEA) concerning the Classroom Walkthrough Program (CWT). The CWT is not designed or intended to be part of the formal observation and evaluation program for individual teachers, which is prescribed in Florida Statute 1012.34 and Article VIII of the Collective Bargaining Agreement (Professional Assessment). Instead, the CWT program is designed and intended to help designated administrators, hereinafter referred to as Principals and Assistant Principals, at the schools, observe the effectiveness and implementation of the District's/school's curriculum planning, school improvement planning and professional development planning. During the 2005-2006 school year, the Principals and Assistant Principals have begun using Palm Pilots to implement the CWT program. The use of the Palm Pilot with the CWT electronic response program is strictly limited to providing the Principals and Assistant Principals with an efficient method to gather information related solely to the implementation of the CWT program. The Palm Pilot will not be used to prepare any type of document or maintain any information, which will be used in the formal evaluation process or placed in the teachers' personnel file, whether it be a hard copy file or an electronic file.

Both parties continue to recognize that if, at any time, the Principal or Assistant Principal, in the performance of any of his/her duties, observes a teacher's conduct which needs to be corrected through discipline or formal evaluation process, then the Principal or Assistant Principal should follow the established procedures for those issues including preparing any appropriate documentation.

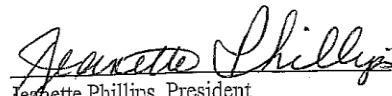
Finally, the parties agree that this agreement resolves this matter without liability to either

party for any position they have previously taken in regard to the disclosure of the Palm Pilot information.

WHEREFORE, the foregoing Memorandum of Agreement is hereby agreed to and entered into by the parties this _____ day of May, 2006.



Dr. Sara Wilcox
Superintendent



Jeanette Phillips, President
Martin County Education Association

MEMORANDUM OF AGREEMENT
Between
The Martin County Education Association
and
The Martin County School District

The following is an agreement reached between the Martin County School District and the Martin County Education Association in which both parties agree that the District will pay instructional personnel a one-time \$300 bonus. It is further agreed that there will be no Step increase for the 2008/2009 school year.

Jeanette Phillips
Jeanette Phillips
For MCEA

12-16-08
Date

Kim Satal
Kim Satal
For the District

Nancy Kline
Nancy Kline
Superintendent

12-16-08
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made by and between the School Board of Martin County, Florida (“School Board”) and the Martin County Education Association (“MCEA”)

WHEREAS, pursuant to the terms of the Race To The Top Grant (“RTTT”), the School Board is obligated to submit a revised evaluation system to the Florida Department of Education (“FDOE”) by no later than September 30, 2011; and

WHEREAS, pursuant to the terms of Senate Bill 736 (“S.B. 736”) enacted by the Florida Legislature during the 2011 session, the School Board is obligated to implement a revised evaluation system during the 2011-2012 school year; and

WHEREAS, the School Board and MCEA have diligently collaborated and negotiated where required to develop a revised evaluation system meeting the requirements of RTTT and S.B. 736, together with changes to the existing collective bargaining agreement necessary to properly implement the revised evaluation system; and

WHEREAS, the parties have a disagreement over whether substantive provisions of the evaluation system are a mandatory subject of bargaining; and

WHEREAS, due to the outstanding collaboration to date between the parties on the revised evaluation system, the parties desire to make certain agreements regarding changes to the evaluation system during the three years following the execution of this Memorandum of Understanding.

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 FDOE Submission. The parties acknowledge and agree that the Evaluation System attached hereto as Exhibit A shall be submitted to FDOE by no later than September 30, 2011, as the School Board’s revised evaluation system for purposes of RTTT and S.B. 736.

3.0 CBA Revisions. The parties agree to continue to negotiate regarding changes to their existing collective bargaining agreement that may be appropriate to support or facilitate the Evaluation System. Notwithstanding the foregoing, the parties agree that a new Subsection VIII.3(K) is added the collective bargaining agreement to read in its entirety as follows:

- K. For the first two years of implementation of the 2011 revised Evaluation System (2011-2012, and 2012-2013), all professional services contract (PSC) and continuing contract (CC) teachers shall be held harmless, unless placed on a Teacher Improvement Plan (TIP) at the conclusion of the

2010-2011 school year. Teachers placed on a TIP at the conclusion of the 2010-2011 school year will be dually evaluated under the newly adopted evaluation system and the prior evaluation instrument and will be entitled to the better of the two (2) evaluations. No evaluation results for purposes of termination shall commence for PSC or CC teachers until the 2013-2014 school year; and no rating of “needs improvement or unsatisfactory” during the 2011-2012 or the 2012-2013 years for these teachers shall count towards determining two consecutive years of “needs improvement or unsatisfactory.”

4.0 2011 Evaluations. The School Board is hereby authorized to immediately commence conducting evaluations of teachers in accordance with the Evaluation System attached hereto as Exhibit A and the revised collective bargaining agreement. Notwithstanding the foregoing, the parties acknowledge and agree that some modification of procedures is necessary for the 2011-2012 school year. Accordingly, for the 2011-2012 school year only, the deadline for initial evaluation conference shall be November 15, 2011; and the number of required, informal observations for each teacher shall be reduced to at least three (3).

5.0 Evaluation System Revisions. The parties acknowledge and agree that their mutual collaboration has been crucial to the development of the revised Evaluation System, and the parties further acknowledge and agree that their continued collaboration will be imperative as the Evaluation System is monitored and revised over the next two years. Accordingly, the Parties agree, **without waiving any legal rights, arguments or positions**, that the School Board will only revise the Evaluation System for the first two years of its existence, as authorized by this agreement. Specifically, the School Board will only modify the Evaluation System as follows:

- A. to the extent required by law enacted after the execution of this agreement;
- B. to the extent mandated by FDOE when those mandates are not discretionary (e.g. FDOE of minimum “cut scores”); or
- C. to the extent that modifications and/or revisions are needed as determined by the parties

Notwithstanding the foregoing or the provisions of Chapter 447, Florida Statutes, the parties agree that during the two years following execution of this agreement, either party shall be entitled to declare impasse during negotiations over the Evaluation System

MEMORANDUM OF AGREEMENT

between

The Martin County Education Association

and

The Martin County School District

Tiger Woods Career Exploration Program Stipend

The Martin County Education Association (the MCEA) and the Martin County School District (the District) have come to an agreement regarding the disbursement of the Tiger Woods Career Exploration Stipend under the Tiger Woods Foundation Grant. The parties further agree that the supplement amount will be set at the rate of \$20.00 per hour which is the same as the Club Sponsor stipend amount and that the stipend is attached to the position, not the employee, and the parties further agree that the disbursement of the supplements will be made in equal monthly installments beginning no later than thirty days after commencement of the program.

Kim Sahl
For the District
Date 10/15/11

Pamela Kessler
For MCEA
Date October 5, 2011

APPENDIX D COMMITTEES

The following committees are found in this Agreement at the listed sites:

V.1.A;p 13	School Site Work Schedule Change Committee
V.5.F;p 14	Students Assigned to Classrooms Committee
V.8.A;p 15	School Health and Safety Issues Committee
V.10.A;p 15	Early Release Committee
VI.2;p 18	School Technology Committee
VI.5.B;p 18	Paperwork Reduction Committee
VI.6.A;p 18-19	Faculty Council Committee
VII.4.C;p 24	New School Teacher Transfer Committee
VII.8;p 26	Charter School/Transfers Committee
VIII.1; p 27	Evaluation Committee
XI.1.D.3;p 44	Association Professional Leave Committee
XI.1.K.E;p 47	Compassionate Leave Bank Overview Committee
XII.6.G;p 50-51	Summer School Criteria Committee
XII.6.I;p 51	ESE Summer School Committee

APPENDIX E: MEMBERSHIP FORM



Martin County Education Association

Making a Difference Every Day!

Name_____

Social Security No._____ Date of Birth_____

Street Address _____ Apt. _____

City_____ State_____ Zip_____

Home Phone_____ Cell Phone_____

HOME Email_____

School Site_____ Subject/Grade Taught_____

Recruited By_____

Dues Deduction Authorization

I hereby agree to pay, and authorize my employer to deduct, the dues and assessments certified by MCEA to the School Board for each year hereafter from my salary, and direct and authorize my employer to pay such amounts to MCEA in accordance with payroll deduction procedures in effect; provided, however, I may cancel my membership and this authorization by providing thirty (30) days' written notice to the School Board and MCEA, notifying them of such revocation, as provided by law. I understand my membership will not be cancelled until both parties have been duly notified in writing, and that a request to cancel submitted less than thirty (30) days before the end of any school year will be processed effective with the beginning of the subsequent school year.

Signature_____ Date_____

Print Name_____

Martin County Employee ID No._____

(Rev 7/23/13)