



2011-2012
Contract
Between

The School Board of Martin County

and

Martin County Education Association

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2011-2012 Negotiation Team Members**

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2011-2012 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.

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.
- 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. The work year for all ten (10) month employees shall be 196 days. Additional days may be added at the discretion of the Board at the same daily rate.
- B. The school calendar, as adopted by the Board, shall include workdays for planning/preparation, as follows: One (1) planning/preparation day at the end of the first and third quarter. Such days shall be used for the employee's own planning/preparation purposes. There will be six (6) paid holidays. A minimum of one and a half (1.5) full uninterrupted pre-school days shall be scheduled as teacher workdays. This day and a half shall be designated by the District and used at the discretion of the individual teacher for classroom planning and preparation.
- C. 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. Salary checks will be paid every two weeks for twenty-six (26) pays for all employees, regardless of whether the pay date is 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. The multiple checks issued on the last student day of school shall be eligible for direct deposit.

- B. All benefit deductions and contributions will be accrued on a 24-pay cycle basis. All insurance deductions are to be deducted one month ahead of coverage period to ensure adequate funding/payment for employee-paid benefits. Any adjustments to employee deductions must be authorized by the employee in advance (including making up missed deductions).
- C. Employees who have taught summer school shall receive their retroactive paychecks within thirty (30) days of ratification of this Agreement.
- D. All employees will be paid in accordance with the salary schedules attached in Appendix "B".

II.4 Placement on the salary schedule

- A. Specialist Degree – 6% Above MA Degree
- B. Doctorate Degree – 12% Above MA Degree
- C. 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.
- D. 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). A year's experience for salary schedule movement and placement is defined as working one-half of a work year plus one day.
- E. In addition to the Western Zone Supplement, instructional staff designated by the Superintendent as critical need and assigned to Indiantown Middle School and Warfield Elementary School shall receive a one-time \$2,000 assignment bonus for the duration of this Agreement. Assignment to and reassignment from those schools shall be at the discretion of the Superintendent.
- F. Instructional staff assigned to Indiantown Middle and Warfield Elementary schools shall for the duration of the Agreement, have their individual salaries adjusted to reflect a \$1,375 Western Zone supplement.

- G. In addition to the salary reflected in the collective bargaining agreement, salaries will include a 4.5% Western Zone Recruitment and Retention Supplement as reflected in Appendix B for an employee with the same experience or step.
- H. 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. 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.
- I. 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. If the complainant is not satisfied after informally discussing the complaint, the complainant may file a formal grievance 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 Human Resources & Staff Development; 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.

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 night. Report card conference nights will be held during the first and third quarters of each school year.
 - 1. Interim Night Conferences

Schools may choose to hold two (2) interim night conferences during the first and third quarter instead of half-day Friday morning conferences. The decision on whether to hold interim night conferences will be decided by secret paper ballot during the first two weeks of school. An MCEA representative shall be present when the votes are counted. Faculties will also vote on the time interim night conferences will be held (not to begin before 5:00 p.m.). If a school chooses to hold interim night conferences, the employees at those schools shall not be required to work on the Friday following report card conferences. If a school does not

choose to hold interim night conferences, those employees are required to work on the Friday morning following report card conferences.

- B. There will be no mandatory report card conferences during the second quarter of the school year. Instead, instructional staff will attend a mandatory in-service day. No compensatory time or personal leave may be used for this mandatory in-service day.
- C. During the 2006/07 school year, the mandatory in-service day will be scheduled on January 26, 2007. For subsequent school years, the mandatory in-service day will be scheduled by the calendar committee.

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.

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.
- 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 in May and June, 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

*Kindergarten and first grade 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.

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.

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 one week prior to teacher pre-planning for the first semester and one-week 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 A.1-3 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 E. 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 goal or objective, activities, means of assessment, and applicable ESOL strategies and State Standards.
 1. If ESOL 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 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.
- 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. 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 years of student growth data, but non-renewal decisions for annual contract teachers will be made on the information available at the time those decisions must be made.

VIII.3 Procedures and requirements

- A. The primary purpose of evaluation is the improvement of student learning growth by improving instructional services and the evaluation of an employee's performances. 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 visitations and observances of products and the instructional process of employees by administrators or the principal. The summative evaluation shall consist of a collection of the individual observations and artifacts, a meeting between that employee's principal and/or administrator and the employee at which time the collected materials shall be examined, comments made and signed by both the principal and/or administrator and the employee. Copies of this summative evaluation shall be filed in the employee's personnel record and one copy made available to the employee.
- C. Evaluation criteria shall be both general and specific and be made known to the employee by September 15th of each year. Employees hired after September 15th 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. Employees will be evaluated a minimum of one time per year.

- E. 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 three (3) consecutive years. Teachers shall be observed at least once by each site administrator per school year. The evaluating administrator shall conduct the formal observation(s).
- F. 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.4 Observations/Evaluations

- A. All formal observations as well as pre and post conferences shall be scheduled in advance with the teacher.
- B. The evaluation conference will be held within seven (7) working days from the date of the last observation at which time the evaluator shall present a written report of the employee's strengths and weaknesses. The evaluator will make specific written recommendations and provide assistance to the teacher to help him/her attain a satisfactory 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 all employees should not be conducted until three (3) weeks have elapsed.
- C. At the formal evaluation conference a completed formal evaluation form shall be discussed by the teacher and evaluator. 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.
- D. All formal and informal observations of employees relied upon for the purposes of Domain One of the evaluation shall be conducted openly and with full knowledge of the employee.
- E. 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.
- F. All statements within the evaluation shall relate to job performance.
- G. Unsupplemented extra-curricular activities that take place outside of the 7.5 hour day shall not be used for evaluative purposes.

VIII.5 Evaluation Components and Timeline

A. Component and Timeline Chart

Teacher Category	Component	Definition of Components	Quantity	Timeline
Category I and II	Formative Conference	<ul style="list-style-type: none"> • Individual overview of evaluation procedure • Goal setting • Review of forms • Review of electronic data components of evaluation system • Identifying category of teacher (Category I or II teacher) • Selection by teacher of deliberate practice element 	1	September 15 except that for 2011-2012 school year the Formative Conference shall be held by October 31
Category I	Formal Observation <ul style="list-style-type: none"> • includes pre-observation conference • observation • post-observation conference • must be mutually scheduled in advance 	<ul style="list-style-type: none"> • 30 minutes or an entire class period, whichever is greater • Scheduled pre-observation conference • Scheduled post-observation conference • Used for annual evaluation • Written feedback (within 3 school days) • Observer gathers evidence regarding classroom instructional practices and behaviors 	Total of 2	No later than five (5) student attendance days before Winter Break begins 2nd observation by April 15
Category I	Informal Observation <ul style="list-style-type: none"> • can be announced or unannounced • feedback within 3 student attendance days 	<ul style="list-style-type: none"> • At least 15 minutes in length • Used for annual evaluation • Written feedback • Observer gathers evidence regarding classroom instructional practices and behavior • At least seven (7) student attendance days apart 	Minimum of 6	Minimum of 3 informal observations completed prior to 1st formal observation Minimum of 3 informal observations completed prior to the 2nd formal observation
Category 1	Interim/Summative Performance evaluation conference	<ul style="list-style-type: none"> • Individual overview of performance • Finalizing the evaluation • Signing the forms • Presentation of teacher artifacts and evidences of value added measures. 	2	1st evaluation no later than five (5) student attendance days before Winter Break begins. 2nd evaluation by April 15
Struggling Teacher	Formal Observation <ul style="list-style-type: none"> • Includes pre-observation 	<ul style="list-style-type: none"> • 30 minutes or an entire class period, whichever is greater • Scheduled pre-observation 	Total of 3	No later than October 31st

(Performance Improvement Plan)	<ul style="list-style-type: none"> conference • Observation • Post-observation conference • Must be mutually scheduled in advance 	<ul style="list-style-type: none"> conference • Scheduled post-observation conference • Used for annual evaluation • Written feedback within 3 student attendance days • Observer gathers evidence regarding classroom instructional practices and behaviors 		<p>No later than January 31st</p> <p>No later than March 31st</p>
Struggling Teacher	<p>Informal Observation</p> <ul style="list-style-type: none"> • Can be announced or unannounced • Feedback within 3 student attendance days 	<ul style="list-style-type: none"> • At least 15 minutes in length • Used for annual evaluation • Written feedback within 3 student attendance days • Observer gathers evidence regarding classroom instructional practices and behavior • At least seven (7) student attendance days apart 	Minimum of 6	2 informal observations prior to the first formal observation; 2 informal observations prior to the 2nd formal observation; 2 informal observations completed prior to the 3rd formal observation
Category II	<p>Formal Observation</p> <ul style="list-style-type: none"> • includes pre-observation conference • observation • post-observation conference • must be mutually scheduled in advance 	<ul style="list-style-type: none"> • 30 minutes or an entire class period, whichever is greater • Scheduled pre-observation conference • Scheduled post-observation conference • Used for annual evaluation • Written feedback within 3 student attendance days • Observer gathers evidence regarding classroom instructional practices and behaviors 	Total of 1	Complete 1 formal observation by April 15
Category II	<p>Informal Observation</p> <ul style="list-style-type: none"> • can be announced or unannounced 	<ul style="list-style-type: none"> • At least 10 minutes in length • Used for annual evaluation • Written feedback within 3 student attendance days • Observer gathers evidence regarding classroom instructional practices and behavior • Shall be conducted at least seven (7) student attendance days apart. 	Minimum of 6, except that the number may be reduced to 4 if the teacher has received no more than 1 developing or needs improvement rating on any Domain 1 element for the first 4 Informal Observations	<p>Minimum of 3 informal observations completed no later than five (5) student attendance days before Winter Break begins</p> <p>The remaining 3 Informal Observations may be reduced to 1 if the teacher has received no more than 1 developing or needs improvement rating on any Domain 1 element for the first 4 Informal Observations</p>

Category II	Summative Performance Evaluation Conference	<ul style="list-style-type: none"> • Individual overview of performance • Finalizing the evaluation • Signing the forms • Presentation of teacher artifacts and evidences of value added measures. 	1	April 15
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- 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 performance 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 performance evaluation.

B. Appeal Steps

1. Step 1 - Notice of Appeal, no later than the 10th student contact day following receipt of the 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 an 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 Criteria for Initiating a Performance Improvement Plan (PIP)

When it is determined that an instructional employee's pattern of observed performance is unsatisfactory or needs improvement, the evaluating administrator shall hold a conference with the employee within a reasonable period of time following the observation and shall make specific, comprehensive suggestions, in writing, as to how the performance of the employee can be improved.

VIII.8 Outcome of the Final Evaluation

All Annual contract teachers who receive a Highly Effective on 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.

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.

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 or 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:
1. 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 date of the new certificate.

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.
- 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 (normal retirement only) who have 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.

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 as follows:

Years of Service (%)	Payment what the board contributes to single health insurance coverage for full time employees in Martin County
15-----	25%
20-----	50%
25-----	75%
30-----	100%

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).
- B. The Board will provide a \$6,302.16 annual insurance contribution, plus fifty percent (50%) of any premium increase becoming effective during the term of the agreement, toward medical insurance 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 a \$6,302.16 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 at least 20 hours but less than 37 ½ hours a week. They are eligible to receive a 50% contribution to the core benefit package if they elect to enroll in an insurance benefits and may only purchase single coverage.
 - 3. In the event both the husband and wife are employed by the Board, a \$12,604.32 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 not 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, 2011 and shall remain in force and effect through June 30, 2012. 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, facsimile or electronic transmission to 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**

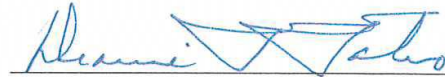

SUPERINTENDENT


BOARD CHAIRMAN


BOARD NEGOTIATOR

**MARTIN COUNTY
EDUCATION ASSOCIATION**


PRESIDENT OF MCEA


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 Human Resources and Staff Development

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 Human Resources and Staff Development

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 Human Resources and Staff Development

APPENDIX B SALARY SCHEDULES

Instructional Personnel 10-Month Schedule 2011-2012

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

Masters' Degree – 6% Above Bachelors' Degree

Specialist Degree – 6% Above MA Degree

Doctorate Degree – 12% Above MA Degree

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 2011-2012

Base: \$37,000.

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

Supplements may be split at the principal's discretion.

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 2011-2012

Base: \$37,000.

Football:	
Head Coach	15.954%
Assistant Head Coach	11.074%
Assistant Coach	9.277%
9 th Grade Coach	6.717%
Basketball:	
Head Coach	15.945%
Assistant Coach	9.277%
9 th Grade Coach	4.786%
Baseball:	
Head Coach	11.523%
Assistant Coach	6.784%
9 th Grade Coach	4.786%
Track:	
Head Coach	9.376%
Cross Country Coach	7.321%
Assistant Coach	6.439%
Meet Coordinator	1.303%
Tennis: Coach	6.784%
Golf: Coach	6.784%
Wrestling:	
Head Coach	11.523%
Assistant Coach	6.088%
Weightlifting	6.533%
Swimming:	
Head Coach	8.624%
Assistant Coach	4.984%
Softball:	
Head Coach	11.523%
Assistant Coach	6.784%
9 th Grade Coach	4.786%
Volleyball:	
Head Coach	11.523%
Assistant Coach	5.647%
9 th Grade Coach	4.786%
Soccer:	
Head Coach	11.523%
Assistant Coach	5.647%
9 th Grade Coach	4.786%
Bowling: Coach	4.492%
Lacrosse:	
Coach – Boys Varsity	8.622%
Coach – Girls Varsity	8.622%
Coach – Boys Jr. Varsity	4.98%
Coach – Girls Jr. Varsity	4.98%
Flag Football:	
Coach – Girls Varsity	8.622%
Coach – Girls Jr. Varsity	4.98%
Cheerleading:	
Coach—Football	6.987%
Coach—Basketball	7.481%
Freshman Coach	4.492%
Drum Majorettes/Tigerettes Coach	5.88%
Flag Corp/Flag Majorettes	3.818%
Middle School:	
Basketball Coach	6.784%
Volleyball Coach	4.786%
Cheerleading	5.88%
Soccer	4.786%

Dance Corp	5.88%
Intramurals: High School Middle School	*Hourly Rate: \$16.27 Not to exceed \$4,000 *Hourly Rate: \$16.27 Not to exceed \$3,019
Athletic Manager	3.818%
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


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.

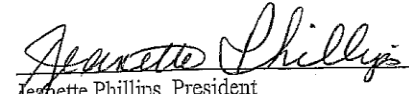
Finally, the parties agree that this agreement resolves this matter without liability to either

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 Wiley
Superintendent



Jeannette 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 in an effort 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 were unable to reach full agreement on all issues prior to the September 30, deadline; and

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

WHEREAS, the parties recognize this disagreement regarding the substantive provisions of the evaluation system as a mandatory subject of bargaining may ultimately be submitted to PERC for determination; 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 preliminary implementation on the evaluation system while further collaboration and negotiations continue.

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.” During the 2011/2012 and 2012/2013 school years, the MCEA will have the ability to grieve all substantive and procedural aspects of the Evaluation System pursuant to the terms of Exhibit A.

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 Fahel
For the District
Date 10/5/11

Pamela Kessler
For MCEA
Date October 5, 2011

10/18/11 MCS
R. ...

MEMORANDUM OF UNDERSTANDING
Between
The Martin County Education Association
And the
School District of Martin County

In recognition of the time constraints in implementing both the informal and formal observations required for Category I Teachers by the end of first semester for the 2011-2012 school year, the parties agree to the following Timeframe Waiver for Category I Teachers.

10-day Timeframe Waiver between the Informal and Formal Observation

This waiver serves as official notice that I, _____, teacher of _____, am a Category 1 Teacher and I agree to waive the 10-day interim timeframe that is typically required to occur between the informal observation and the required formal observation. The formal observation is to be conducted by 12/16/11, in accordance with the Martin County School District teacher evaluation requirements for a Category 1 Teacher. Therefore, I choose to have an informal observation conducted prior to my required formal observation and understand that there must be a minimum of five (5) days between my first semester informal and formal observation.

Teacher Signature

Principal Signature

Date

Date

For the Board

For the Association

Date

Date

*TA
Pamela Kessler
11/9/11*

*TA
Kim Sabal
11/9/11*

APPENDIX D: COMMITTEES

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

V.1.A;p 12	School Site Work Schedule Change Committee
V.5.F;p 13	Students Assigned to Classrooms Committee
V.8.A;p 14	School Health and Safety Issues Committee
V.10.A-C;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 37	Association Professional Leave Committee
XI.1.K.E;p 40	Compassionate Leave Bank Overview Committee
XII.6.G;p 43	Summer School Criteria Committee
XII.6.I;p 44	ESE Summer School Committee

APPENDIX E: MEMBERSHIP APPLICATION



Martin County Education Association
Membership Application

Name_____

Last 4 digits of Social Security_____ 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.

Signature_____ Date_____

Print Name_____

Martin County Employee ID No._____