



2023-2026

Contract

Between

The School Board of Martin County

and

Martin County Education Association

2023-2024 Modifications

Published: August 19, 2024

Martin County Education Association
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Martin County School Board
2023 -2024 Negotiation Team Members

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Don Calderone, Director of Risk & Employee Benefits
Jeffrey Raimann, Director of Recruitment & Retention
Sherry Richardson, Coordinator of Professional Standards
Mark Cowles, Coordinator of Social Studies & Special Projects

CONTRACT AGREEMENT

- A. This contract shall be effective as of July 1, 2023 and shall remain in force and effect through June 30, 2026, This does not eliminate the possibility of altering or amending the agreement as specified elsewhere in this Agreement.
- 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 provisions 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, of 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 at the following addresses:
 - 1. If by the Board to the Association at: 668 E. Monterey Road, Stuart, FL 34994
 - 2. If by the Association to the Board at: 1939 SE Federal Highway, Stuart, FL 34994

MARTIN COUNTY EDUCATION ASSOCIATION

PRESIDENT OF MCEA

Date

CHIEF NEGOTIATOR, MCEA

Date

SCHOOL BOARD OF MARTIN COUNTY

SUPERINTENDENT

Date

BOARD OF CHAIR

Date

BOARD NEGOTIATOR

Date

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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, IPS coaches, ESE program specialists, transition specialists, 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.
- Days: shall mean calendar days unless otherwise indicated in this Agreement.

I.4 Negotiations

- A. This agreement shall constitute the full and complete agreement between the Board and Association and may not be altered nor amended during the term of its existence except as provided for by law.
- B. 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.

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

SAC

PRINCIPAL

MCEA

FACULTY

DAC

SUPERINTENDENT

BOARD

DOE (if applicable)

- D. 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, political belief, participation or non-participation in employee organizations, 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, creed, religion, color, 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 teacher workdays for planning/preparation, professional learning, early release days, parent/teacher conferences and holidays as follows:
 - 1. There will be six (6) paid holidays.
 - 2. A minimum of two and a half (2.5) uninterrupted pre-school days shall be scheduled as teacher workdays before the start of the student calendar and shall be designated by the District and used at the discretion of the individual teacher for classroom planning and preparation.
 - 3. There will be one (1) planning/preparation teacher workdays after the first semester/during second semester.
 - 4. Four and a half (4.5) days shall be designated as in-service/professional learning days.
 - 5. There will be one (1) post-schoolteacher workday on the last day of the teacher work year. This day shall be used for the employees' own preparation purposes.
 - 6. When student early release days are scheduled in the Board approved school calendar, the time after student release on these days shall be utilized for professional learning and/or collaborative planning, at the principal's discretion, who shall consider recommendation(s) approved by the early release committee.
 - 7. One (1) flex day will be available to teachers each school year. A flex day is defined as a teacher workday immediately preceding the first teacher pre-school work day that is used for planning and classroom preparation. A teacher may elect to earn a flex day in whole or in half. A whole flex day shall be earned where a teacher works at least 7.5 hours beginning and ending in accordance with the applicable school site schedule. A half flex day shall be earned where a teacher works less than required to earn a whole flex day but works at least 3.75 hours beginning

either; when the school site opens in the morning or work the second half of the flex day in accordance with the applicable school site schedule. Teachers may thereafter use a whole (7.5 hour) or half (3.75 hour) flex day by taking from either or both of the remaining teacher workdays after winter break, including the last post-school day. The time taken shall not exceed the time earned on the first pre-school workday. Teachers must notify principals in advance as much as possible if a flex day will be utilized during any given school year.

8. Employees will not be required to attend any function outside the regular workday except for two (2) mandatory report card conference nights and one (1) open house/curriculum night. The two (2) mandatory report card conferences and one (1) open house/curriculum night shall constitute one teacher contract day. Report card conference nights will be held from 5:00 p.m. – 8:00 p.m. after the first and third quarters of each school year.
- 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.
- D. Nothing contained herein shall be construed as a waiver of or is intended to negate the District's management rights as contained in Florida State Statutes 447.209.

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-workday. 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) by direct deposit. Employees shall receive multiple checks no later than the first pay date in June.
- B. All benefit deductions and contributions will be accrued on a 24-pay cycle basis. All insurance deductions will be deducted the month of the coverage period to ensure adequate funding/payment for employee-paid benefits. Employees are responsible for all unpaid past due insurance premiums. Failure to pay past due premiums within thirty (30) calendar days will result in termination of coverage, unless other repayment arrangements have been made with the Benefits Department. The District will deliver written notice to the employee's address on file with Human Resources by certified mail thirty (30) calendar days prior to the effective date of coverage termination. The District may at its sole discretion extend the deadline for payment of past due premiums in the event of documented extenuating circumstances.

- 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.
- E. Sick leave during summer programs shall be accrued consistent with Florida law.

II.4 Placement on the salary schedule

- A. Newly hired instructional personnel shall be placed onto the Placement Schedule for 196 Contract Day Employees as outlined in Appendix B.1 – Placement/Transition Schedules.
- B. Instructional personnel possessing advanced degrees who are hired on or after July 1, 2014 shall receive supplements for only the highest degree earned in their area of certification in the amounts below:
 - 1. Master's Degree - \$2,400
 - 2. Specialist Degree/Double Masters' Degree - \$3,600
 - 3. Doctorate Degree - \$4,800
- 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 statute and within the limitations contained herein. A year's experience for salary schedule movement and placement is defined as working one-half of a work year plus one day.
- E. Instructional staff assigned to Indiantown Middle and Warfield Elementary schools on or after July 1, 2014, shall, for the duration of the assignment, have their individual salaries adjusted to reflect a \$2,000 Western Zone supplement. Instructional staff assigned to Indiantown Middle and Warfield Elementary schools on or before June 30, 2014, shall, for the duration of the assignment, have their individual salaries adjusted to reflect a \$1,375 Western Zone supplement, and shall continue to receive the Western Zone Supplement described in Appendix B.2 – Negotiated Instructional Supplements, namely, 4.5% of \$37,000.
- F. 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 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, until such time as wages have been adjusted for current employees, new hires shall be placed on the Placement Schedule in accordance with the provisions contained in Appendix B.

- G. 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 Chief Human Resource Officer 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) MCSD employees voluntarily sharing one (1) full-time position. A list of employees interested in job sharing shall be available to the Human Resources Department. 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: 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 the applicable site administrator to participate, subject to Board approval.
- 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 full-time salary, fifty (50%) of current benefits, and fifty (50%) of the normal sick leave. In order to receive insurance benefits, the participants must provide 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 yearlong commitment, the other shall complete the full-time 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 in a second year shall be returned to their previous School Board position (before job sharing). Participants who job share for more than one (1) year shall be returned to positions in their area of certification.
- H. No more than one (1%) of the employees may job share each year.

ARTICLE III RESOLUTION OF GRIEVANCES AND PROBLEMS

III.1 Grievance procedure

- A. A grievance is a dispute between the management representative of the Board and employee by name, group of employees by names, or Association involving the interpretation or application of this Agreement.
- B. All employees within the bargaining unit may have the right to be represented, in the determination of a grievance, by the Association. However, nothing in this part shall be construed to prevent any employee from presenting, at any time, his/her own grievance, in person or by legal counsel, and having such grievance adjusted without the intervention of the bargaining agent if the Association has been given reasonable opportunity to be present, and providing the adjustment is not inconsistent with the terms of this Agreement.
- C. If a dispute should arise concerning the interpretation or application of this Agreement, the complainant shall first informally discuss the problem with his/her immediate supervisor within fifteen (15) working days of the latter of either the origination of the dispute or of the complainant becoming aware of the alleged violation. If the complainant is not satisfied after informally discussing the complaint, the complainant may file a formal grievance within ten (10) working days with the principal or his/her designee.
- D. The number of days indicated at each level is considered to be the maximum. Time limits may, however, be extended by mutual agreement between the grievant and the appropriate level management representative. Verbal agreements shall be confirmed in writing.
- E. An employee who is not assigned to an individual school may file a grievance with the director to whom he/she is responsible. The grievant and director will follow the procedure outlined in LEVEL ONE of this article.
- F. In the event an employee has a complaint, he/she shall abide by the management decision involved prior to and during the time the grievance has been filed and has been processed.
- G. A grievance may be withdrawn at any level, but the same grievance may not be filed a second time by the same party.
- H. For the purpose of this Grievance Procedure, working days are defined as those days, Monday through Friday, exclusive of legal school holidays.
- I. All grievances will be processed during times which do not interfere with or cause interruption of the grievant's work responsibilities. Release time may be granted by the principal when deemed necessary. Such release time, as granted by the principal, shall be without loss of pay for such participation.
- J. If not satisfied at the conclusion of the informal discussion, the employee may become a grievant by filing a written grievance with the principal within ten (10) 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 ten (10) 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 ten (10) 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 ten (10) 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 ten (10) working days of such meeting, the grievance may be submitted within ten (10) working days by the grievant to the Chief Human Resource Officer; and further, a grievant who is not assigned to an individual school may continue directly to LEVEL THREE. If the grievant does not file a Level II or Level III Grievance within the timelines prescribed herein, the right to proceed with the grievance is waived and may not be filed a second time by the same party.

Grievances that are a result of district action that affects a group or class of employees in more than one (1) location can be filed at LEVEL TWO to expedite the grievance process.

LEVEL TWO

Within ten (10) working days of the receipt of the grievance appeal, the Chief Human Resource Officer shall meet with the grievant, review the appeal and shall render a decision, based on all the material presented, within ten (10) 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 ten (10) working days of such review, he/she may, within ten (10) working days, submit the grievance to the Superintendent. If the grievant does not file a Level III Grievance within the timelines prescribed herein, the right to proceed with the grievance is waived and may not be filed a second time by the same party.

LEVEL THREE

Within ten (10) 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 ten (10) 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. If the grievant is not satisfied with the decision at LEVEL THREE, or if no decision has been provided within ten (10) working days, the grievant may move the grievance to arbitration within fifteen (15) working days.

ARBITRATION

The Association must submit written notice for arbitration of an unresolved grievance within fifteen (15) working days. 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) working 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 the same.

ARTICLE IV ASSOCIATION AND MANAGEMENT RIGHTS

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 mailboxes 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 mailbox by the building representative or his/her designee, will be given to the principal or his/her designee prior to placing in mailboxes or posting. All bulletins, printed materials, and other communications distributed under this section must show the 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 "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 Assistant Superintendent of Finance 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 Assistant Superintendent of Human Resources will make available to the Association a copy of all applicable postings.

ARTICLE V WORKING CONDITIONS

V.1 Workday

- 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 it is 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

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

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. Each observation time period shall be no longer than one (1) hour unless agreed upon in advance between the parent(s) and teacher.
- B. Areas in which teaching is being conducted shall be free of interruptions by maintenance, custodial, construction workers or other such disturbances, as far as possible.
- C. Scheduling of itinerant therapy programs shall provide for rotating the days of sessions at mid-term.
- D. Assemblies and other school-wide activities which would disrupt the normal classroom instruction shall be rotated so that the same classes and employees are not continually affected as far as possible.
- E. The number of students assigned to an employee, except on a temporary basis, shall not exceed available seating or other required items necessary for instruction, such as lab or workstations.

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 workdays teachers shall be given one (1) hour for lunch.

V.7 Compensatory time

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

- 1. An employee will not be assigned to perform functions that exceed the hours recoverable through the use of compensatory time.
- 2. Compensatory time is earned for 30-minute duty free lunch, 45-minute planning and all time before and after the scheduled workday when employees supervise field trips.
- 3. Compensatory time may be taken at the teacher's discretion with two calendar days' notice to the principal on workdays, pre- and post-schoolwork 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 the spring in-service day.
- 4. Instructional bargaining unit members are required to attend the mandatory meetings set forth in Article V.3.

5. Compensatory time may be used for instructional personnel not assigned to a classroom before or after the student day and/or during the 45-minute period provided for planning/preparation for all teachers.

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. The 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 with long-distance calling capabilities 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 Workplace Installed Video cameras

- A. Employees shall be notified in writing when non-audio cameras/videos are installed in the workplace. A sign indicating this facility has video cameras for security reasons shall be placed at the main entrance to the facility. Cameras shall not be installed in a classroom without notice to the teacher.
- 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

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

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

V.18 Bring Your Own Device (BYOD)

- A. Violation of the Martin County Bring Your Own Device (BYOD) Responsible Use Guidelines or any other misuse by a student of a personal technology device shall not result in the discipline of any employee without other independent, supporting evidence.



Martin County "Bring Your Own Device" (BYOD) Responsible Use Guidelines for Students

Technology is one way of enhancing the District's mission of teaching students to be productive, college- and career-ready members of the 21st century. In order to increase the use of technology in the classroom, Martin County Schools are implementing a BYOD program. We want students to embrace appropriate use of technology so they may become responsible digital citizens.

Definition of BYOD

Bring Your Own Device allows students to bring and use their own personal technology device (seven inches or larger) to connect to the District wireless network and Internet for use during classroom instructional activities directed by instructional personnel. For the purpose of this program, the word "device" will include: Wi-Fi enabled devices including but not limited to iPads, iPod Touches, laptops, e-readers and Android tablets.

Internet Access and Use

The District will provide secure and filtered access to the Internet through the District wireless network. Usage of the District wireless network account is encouraged. The District is not liable for content that is accessed or charges that may be incurred if a student chooses to use his/her personal data plan to access the Internet.

Security and Damages

Each user is responsible for his/her device and is expected to use it appropriately. Responsibility to keep personal technology secure rests with the individual owner. Martin County School District is not liable for any device stolen or damaged on campus. Martin County School District will NOT replace or provide financial restitution for any stolen or damaged personal electronic device. If a technological device is stolen or damaged, the issue will be handled through the administrative office similar to other personal artifacts that are impacted in similar situations.

BYOD Student Agreement

The use of technology to access educational material is a privilege. When abused, privileges will be revoked and disciplinary consequences will be issued. When respected, these privileges benefit the learning environment as a whole. Students and parents/guardians participating in the BYOD program must adhere to the Student Code of Conduct, as well as all Board policies, particularly the Student Responsible Use agreement. Additionally, all mobile devices:

- Must be in silent mode while on school campuses and while riding school buses.
- Students are not allowed to use any device to photograph or record (either in audio or video format) another person on school property at any time without that person's permission.
- Devices may not be used for any purpose that promotes academic dishonesty.
- Students will not participate in behavior utilizing their personal device on or off campus that "materially or substantially interferes with school operations" and/or creates a "substantial disruption to the educational process". If such behavior occurs, disciplinary action will be issued as deemed appropriate by the MCSD Code of Conduct and School Student Handbook.

Students and Parents/Guardians acknowledge that:

- The school's network web filter will be applied to a device's connection to the Internet and any attempt to bypass the network filters is prohibited.
- Students are prohibited from processing or accessing information by "hacking", altering, or bypassing Martin County School District network security policies.
- The District has the right to collect and examine any device if a student is suspected of violating the BYOD guidelines.
- The charging of devices is the responsibility of the student and teachers may allow or disallow that privilege at their own discretion.
- The District is not responsible for lost, stolen or damaged personal technological devices.
- The District is not responsible for maintenance or repair of any personal technology.
- The District is not responsible for any costs incurred due to use of personal technology.
- Printing from personal devices will not be supported at school.
- Each school has discretion to allow and regulate the use of personal devices in the classroom and on specific projects.

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 or his/her designee shall be final and binding. Payment shall not be construed as an admission of negligence, fault, or guilt.

VI.2 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.3 Curriculum

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

VI.4 Duties and record keeping

General 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 ESE Staffing Specialist will communicate with the General Education teacher to obtain relevant information prior to any eligibility meeting, 504 meeting, or IEP meeting.

VI.5 Faculty Council

- A. A Faculty Council shall be established in each work location. The Council, which shall be advisory in nature, is encouraged to meet with the principal (or designee) at least two and not more than five times per year. The Principal (or designee) will schedule a meeting within fifteen (15) working days after being requested by the Council Chairperson.
- B. The Faculty Council's composition and the election of its Chairperson shall be determined by the members of the bargaining unit.
- C. The Faculty Council is authorized to meet before and after the student day, for the purpose of considering recommendations to be presented to the Principal (or designee) by the Faculty Council Chairperson prior to the Faculty Council meeting with the Principal (or designee).
- D. The Scope of the Faculty Council shall be to help resolve, discuss, and give recommendations on any problems or concerns, which do not pertain to, relate to, or in any way affect or involve a management right. Such recommendations will be given full consideration by the Principal. The Principal shall provide written feedback within fifteen (15) working days after the meeting.

- E. No grievance or individual issues or concerns shall be considered or discussed by the Faculty Council. The Faculty Council cannot meet to discuss the alteration, change, or setting aside of any provision of this Agreement.

VI.6 In-service points

- A. Teachers shall be given electronic access to review their own in-service point totals earned from District approved professional learning.
- B. Sixty (60) in-service points will be granted for teachers who complete all procedural and substantive requirements for the National Board Certification.

VI.7 Teacher Vacancy Coverage

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

VI.8 Parent-teacher conferences

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

VI.9 Rules and laws available

All Board Policies, Florida School Laws, and job descriptions will be available to staff on the District's website.

VI.10 Schedules

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

VI.11 School budget

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

VI.12 Guest Teachers

In the event that a school is not able to secure a guest teacher from the contracted staffing agency, the Principal or designee will seek volunteer 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 \$150.00 per day.

VI.13 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.14 Use of paraprofessionals

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

VI.15 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 Restraint Procedures

The following is an agreement regarding the procedural requirements of Florida State Statute 1003.573 relating to restraint 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. Principal designee
 - 3. ESE Staffing Specialist when no school site administrator is assigned to the site.
 - 4. ESE Program Specialist when no school site administrator is assigned to the site (i.e. Perkins Pre-K Center, Salerno Learning Center, Martin S.A.I.L.S. Academy and Project Search).
- C. The teacher(s) involved in an incident of restraint will complete those portions of the restraint 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. Riverbend Academy, Perkins Pre-K Center, Salerno Learning Center and Martin S.A.I.L.S. Academy, and Project Search), will be responsible for completing the online reporting documentation for FLDOE of the restraint incident report(s) within 24 hours of the incident.
- D. The School site Administrator, or teacher when no school site Administrator is assigned to the site (i.e. Perkins Pre-K Center, Salerno Learning Center, Martin S.A.I.L.S. Academy, and Project Search), sends the restraint incident report to the district level online reporting system user.
- E. In the absence of a School site Administrator, the responsibility for D. above will become the responsibility of the (in the following order):
 - 1. Assistant Principal
 - 2. Principal designee
 - 3. Crisis Team Leader
 - 4. ESE Staffing Specialist when no school site Administrator is assigned to the site.
 - 5. ESE Program Specialist when no school site Administrator is assigned to the site (i.e. Perkins Pre-K Center, Salerno Learning Center, Martin S.A.I.L.S. Academy and Project Search).
- F. No teacher shall be required to sign a waiver of liability in order to participate in restraint training.

VI.18 Lesson Plans

- A. All teachers will create and utilize lesson plans. Lesson plans will contain specific components that include:
 - 1. The learning goal, materials, procedures, activities, and assessments
 - 2. Modifications or accommodations for students with an IEP/504 (e.g., extra time, seat preference, etc.)
 - 3. Those ELL strategies and/or State Standards (identified by reference number) which are not currently in textbooks, district pacing guides, or other instructional materials.
- B. Length and format of plan shall be at the discretion of the teacher. Teachers 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, in which case a teacher may be required upon three days' notice to submit additional lesson plans up to one week in advance. Meaningful and timely written feedback shall be provided on such lesson plans.
- C. 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 and the lesson plans are to be implemented.
- D. Teachers are required to have emergency lesson plans, covering a minimum of three instructional days, submitted to the Principal/designee no later than the fifteenth (15th) student day of each school year.
- E. 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

- A. Vacant positions in any classification covered by this Agreement shall be posted on the District's website for no less than five (5) calendar days unless filled by a HR initiated placement of another employee in that classification. When such an exception is made, the Association will be notified.
- B. The posting will include 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. To waive the five (5) day posting, the Superintendent (or designee) and the Association must agree in writing (e-mail is acceptable).
- C. The Human Resources Department may maintain "general postings" as a means to collect information from prospective applicants for future open positions. Such future open positions will be posted in accordance with VII.1.B. as they occur and prior to filling the position.
- D. External applicants shall not be hired for specific positions until said positions are posted in accordance with this Section.

VII.2 Voluntary transfers

- A. A voluntary transfer is an employee-initiated change from his/her current position to a vacant position in the same classification at a different work site in the District. For this provision, "same classification" shall mean the two positions have the same number of work calendar days and the same salary (excluding supplements).
- B. An employee seeking a Voluntary Transfer shall complete the District's on-line application and shall then apply for each vacancy for which he/she wishes to be considered.
- C. An employee seeking a voluntary transfer should provide notice to their current administrator when applying for any vacancy. E-mail notification is acceptable.
- D. An employee seeking a Voluntary Transfer shall be State Certified, In-Field and meet the qualifications for the position for which he/she wishes to be considered.
- E. An employee may apply for a Voluntary Transfer starting with the posting of any positions for the next school year and ending on the last workday in June in accordance with the Board approved non-bargaining 248-day calendar in effect at the time the employee's Voluntary Transfer application is submitted ("Transfer Window.")
- F. An employee requesting a Voluntary Transfer outside this Transfer Window must make a written request to both principals (current and hiring). If both principals agree to the transfer request, the employee must receive final approval from the Assistant Superintendent of Human Resources.
- G. All transfer applicants during the Transfer Window who possess the qualifications and certification for the position will be considered.
- H. Employees who apply and are interviewed for such positions will be notified in the event they are not appointed.

VII.3 Involuntary transfers

- A. An involuntary transfer is a District-initiated change from one position to another position in the same classification that is vacant in the District. For this provision, "same classification" shall mean the two positions have the same number of work calendar days and the same salary (excluding supplements). This section shall not apply to situations arising out of the implementation of Federal, State or Local regulations or guidelines governing specific programs.
- B. Teacher qualification requirements, as defined by state and federal law, shall be considered in an involuntary transfer decision. No involuntary transfer that would result in a violation of state or federal law will be approved.
- C. Before imposing an involuntary transfer due to a reduction in force, the District shall first seek employees who wish to volunteer to leave the impacted worksite(s) and who are State Certified, In-Field, and that meet the other state and federal law qualifications for a vacant position within the District.
- D. In the event there are more positions to be filled than volunteers, the criteria used shall be certification, evaluation, seniority, and principal recommendation.
- E. The salary of the individual, excluding supplements and contract variations, should not be reduced.
- F. Reassignment and involuntary transfer shall not be used as a punitive measure.
- G. Exceptions: The provisions of this section shall be implemented as described herein unless an instructional or student need is identified. The Superintendent shall determine if a decision contrary to these provisions is in the best interest of the District.

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 force

If a reduction in force is needed, the Board shall, as soon as practicable, identify the instructional assignment(s), [level(s) / subject(s) / special area(s)/ specific position(s)], to be reduced.

Prior to implementing a reduction in force, the Superintendent shall meet with the President of MCEA to discuss the Board's action and solicit suggestions.

A copy of the 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 reduction in force decisions shall be provided to MCEA in writing no later than ten (10) days prior to the implementation of any reduction in force; provided that any record exempt from disclosure under Chapter 119, Florida Statutes, shall require consent of the affected employee.

A reduction in force shall follow the following process:

1. A teacher shall have five (5) calendar days following Board notice of a reduction in force to volunteer to be laid off.
2. The Board shall first attempt to accomplish such reduction by attrition.
3. 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 school 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.
4. 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.
5. 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 employee's period of service, even though it is less than three years.
6. Any reduction in force 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.
7. Before imposing an involuntary transfer due to a reduction in force, the District shall first seek employees who wish to volunteer to leave the impacted worksite(s) and who are State Certified, In-Field, and that meet the other state and federal law qualifications for a vacant position within the District.

8. In the event there are more positions to be filled than volunteers, several criteria shall be used including certification, past evaluations, seniority, and principal recommendations.

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 the last teacher workday in April. 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

A. Authority and Purpose.

i. The purpose of the assessment and evaluation process is to enhance instruction for students by assisting teachers in continuous quality improvement of their professional skills.

B. Overview

i. The procedures established by the district school superintendent set the standards of service to be offered to the public within the meaning of s. 447.209 and are not subject to collective bargaining.

ii. All personnel must be fully informed of the criteria, data sources, methodologies, and procedures associated with the evaluation process before the evaluation takes place.

iii. The superintendent will develop the Martin County School District Teacher Evaluation System (MCSDTES) manual which set forth the procedures pertaining to evaluation.

iv. An evaluation Committee comprised of three (3) representatives selected by the Superintendent and three (3) representatives selected by the Martin County Education Association shall be established to review and make recommendations regarding evaluation procedures to the Superintendent.

v. The evaluation system shall be removed from the contract unless a court of competent jurisdiction determines that Florida Statute 1012.34 (1)(a) is unconstitutional or otherwise invalid/unenforceable and the decision is upheld upon appellate review.

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. Unless otherwise prohibited by law, 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. Each employee is credited with four (4) days sick leave the first day of employment and thereafter 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. The 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.
- 3) Any employee absent in excess of five (5) consecutive days due to reasons covered by sick leave as defined above shall be required to provide verification of illness through a note from a doctor or a healthcare professional. When misuse of sick leave is suspected, the Superintendent or his/her designee may, as a part of any investigation, require the suspected employee to provide verification of illness through documentation from a doctor or a healthcare professional. An employee planning to use a sick leave day will notify the principal one (1) day in advance. The principal may waive the one-day notice in cases of emergency.
- 4) 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.
- 5) 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.

6) 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.

2. **Personal Leave:** Six (6) days of accrued sick leave may be used for the employee's personal business, provided the employee cannot 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) 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 day 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.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 workday following the employee's return from leave.

4. 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 no 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 an 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.
11. Professional leave days with pay may be granted, upon approval of the School Board, to employees for the purpose of:
 - a. 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.
 - b. visitations for the purpose of observing instructional techniques or programs.
 - c. 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 the purpose 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 schoolwork. 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 (10) years of service, the daily rate of pay multiplied by fifty percent (50%); or
 - b) After fifteen (15) 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 fifteen (15) years of service, the daily rate of pay multiplied by fifty percent (50%).
 - 3. Employees qualifying for the above terminal pay for sick leave must retire or resign at the end of a semester and give prior notice by the following dates: By November 1st in order to retire or resign on December 31st of that year, or by May 1st in order to retire or resign on June 30th of that year. The Superintendent may waive these requirements.
 - 4. It is agreed that implementation of the changes to this section shall occur only following implementation of the same or greater benefit reductions by employees represented by AFSCME as well as for non-bargaining employee groups via changes to School Board rules. Absent the same or greater benefit reductions within those employee groups, the changes contained within this section shall be null and void and the language shall revert back to language as contained within the 2013-14 contract.
- I. **Military Leave Provision**

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

1. Any employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States who is ordered by appropriate authorities to attend a prescribed training program shall be granted leave and shall be paid the first seventeen (17) working days of such training in accordance with section 115.07, Florida Statutes. Leave with pay shall not be granted to an employee who voluntarily extends his or her training time or who is required to serve additional training time due to excessive absences from prior training periods.
2. Reservists or National Guard Members called for active duty will be granted leave in accordance with section 115.14, Florida Statutes, and will be reinstated in accordance with the requirements of the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). In accordance with section 115.14, Florida Statutes, the first thirty (30) days of active-duty service will be with full pay.
3. Application for reemployment shall be filed with the School Board within six (6) months following the date of discharge of release from active military duty, and the Board shall have a reasonable time not to exceed three (3) months, to reassign the employee to the same or similar position in the school system.
4. During the leave, the employee will accrue leave benefits, experience credit and will be considered an active employee for the purpose of all benefits including group health insurance.

J. 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.
 - 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.

XI.2 Unpaid leaves

- A. Any employee required or volunteering to serve in the Armed Forces of the United States shall be granted leave without pay for such service to a maximum of four (4) years. An employee returning from such leave shall be returned to employment, without prejudice, provided application for re-employment is filed within six (6) months following the date of discharge or release from active military duty. The school district shall employ the employee returning from such leave by the beginning of the next semester after the date of the employee's written notice of intent to return to the district.
- B. A leave of absence for professional improvement, without salary, may be authorized for any employee, upon application for one (1) or two (2) academic years for the purpose of (1) engaging in study at an accredited university; (2) full-time participation in the federally sponsored Peace Corps, Teacher Corps, or Job Corps; (3) full-time teaching in foreign or military programs; (4) cultural travel or work program related to his/her professional responsibilities; or (5) participating in exchange teaching programs in other school districts, states, territories, or countries.

Applications for such leaves shall be submitted to the Superintendent not later than sixty (60) days prior to the start of the semester in which leave is to commence. Experience credit on the salary schedule in the amount authorized in the leave shall be granted upon the employee's return from leave. An employee returning from such leave shall be returned to employment without prejudice. While on leave under Section B, employees shall notify the School Board by certified mail

postmarked no later than March 15th of their intent to return to active employment the following school year. Failure to notify the Board by March 15th of intent to return shall be deemed a resignation.

- C. A leave of absence without pay (not to exceed one year) shall be granted to an employee of the bargaining unit for the purpose of childbearing and/or child rearing as follows:

1. An employee who is pregnant shall be entitled, upon request, to maternity leave without pay to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.
2. A male employee shall be entitled, upon request, to a leave without pay to begin at any time between the birth of his child and one (1) year thereafter.
3. An employee adopting a child shall be entitled, upon request, to a leave without pay, to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

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

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

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

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

- F. A leave of absence without pay for up to one (1) year shall be granted to an employee, upon application, to campaign for or serve in a public office or as an Association official. At the Board's

discretion, such leave may be renewed for a second year upon application. An employee returning from such leave shall be returned to employment without prejudice.

- G. A one (1) year personal leave without pay may be granted to up to one-half of 1 (.5%) percent of the bargaining unit, subject to the following terms:
 - 1. The employee shall have five (5) or more years of consecutive service for the Martin County School Board, and a current satisfactory evaluation.
 - 2. Application must be received by the Human Resources Department 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 Chief Human Resource Officer 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 workday 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 receipt date of the new certificate by the Human Resources Department.

XII.5 Advanced Degree Supplements

- A. Advanced degrees will not be used in setting salary for instructional personnel hired on or after July 1, 2011, unless the advanced degree is held in the individual’s area of certification and is only a salary supplement.
- B. Instructional personnel with a district start date of July 1, 2011, or after must have a degree major posted on their transcripts which matches a subject listed on their Florida certificate in order to qualify for an advanced degree supplement at the master, specialist or doctorate levels.
- C. A yearly salary supplement for an advanced degree will be offered for an advanced degree that:
 1. Is in the same subject area as one already shown on the teacher’s current Florida Temporary or Professional Educator’s Certificate.
 2. Is in a subject area which has been added to the teacher’s Florida Temporary or Professional Educator’s Certificate as a result of earning the advanced degree; or
 3. Is in a college/university program related to the subject area shown on the teacher’s Florida Temporary or Professional Educator’s Certificate.
 4. If the major is not an exact match to a major listed on the DOE Guide, but the major as stated on the transcript clearly mirrors terminology which is reflective of an area of certification on the teacher’s certificate, the degree will be considered in-field.
- D. Martin County School District will utilize the Department of Education Guide to acceptable major’s chart to determine eligibility for advanced degree supplements.

- E. The effective date of the salary supplement shall be the date of confirmation of subject area certification on the teacher's Florida Educator Certificate.
- F. In no case will the salary supplement precede July 1st of the fiscal year that the request for the upgrade was submitted in writing.

XII.6 CTE End of Course Assessment Honorarium

The CTE End of Course Assessment Honorarium rate is \$150.00 per test submission completion. If a completed test submission is accepted, the Honorarium shall be disbursed no later than thirty (30) days after acceptance of a completed test submission. Honorariums can be proportionately split between instructional personnel for proportionate work.

XII.7 Tiger Woods Career Exploration Program Stipend

The Tiger Woods Career Exploration Stipend, under the Tiger Woods Foundation Grant, is set at the rate of \$20.00/hour. This stipend is equivalent to the Club Sponsor stipend and is attached to the position, not the employee. The disbursement of this stipend will be made in equal monthly installments beginning no later than thirty (30) days after commencement of the program. This stipend is only available so long as the Tiger Woods Foundation Grant is awarded.

XII.8 Summer programs

- A. Summer program 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. When combining schools for summer school is necessary, summer school site locations shall be rotated where possible.
- H. The only exception to the above will be exceptional education summer schoolteachers. 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.9 Auto deposit

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

XII.10 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.

ARTICLE XIII EMPLOYEE BENEFITS

XIII.1 Insurance

- A. The Board will provide, without cost to benefit-eligible 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 aged 65 to 69, and 50% at age 70 (\$17,500 policy). This shall include double indemnity for accidental death. The Core benefits package for benefit-eligible employees will consist of insurance for health, dental, vision, life, and Employee Assistant Program (EAP).
- B. The Board will provide a flat amount not to exceed \$6,500.00 annual medical insurance contribution to all benefit-eligible employees. The Board shall also provide all benefit-eligible employees Employee Only dental, Employee Only vision and life insurance benefits at no cost to the employees. Dental insurance will be funded to the DHMO level. The benefit-eligible employee can elect dependent coverage if the employee pays the total cost of the dependent coverage. Employees must actively enroll in desired coverage on the District's online benefit platform.
 - 1. Benefit-eligible employees are defined as employees in a regular position that are regularly scheduled to work at least 30+ hours a week.
 - 2. In the event both spouses are employed by the Board on a benefit-eligible basis as defined in paragraph "1" above, a flat amount not to exceed \$13,000.00 annual medical insurance contribution will be allotted for family coverage.
 - 3. 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. All new employees must satisfy a waiting period for insurance benefits. Benefits are effective the first day of the month following thirty (30) days of employment in a benefit-eligible position. A waiting period also applies to the transfer to an eligible position and upon return from an unpaid leave of absence (non-FMLA period). The employee must be actively at work on that date for insurance to begin. "Actively at work" is defined as an employee working the normal number of hours required by their contract. Insurance benefits end on the last day of the month following termination of employment, non-renewal, or reduction in hours, including if an employee transfers into a non-benefit-eligible position or is on an unpaid leave of absence or a non-FMLA leave.

Note: These changes to Article XIII will become effective July 1, 2020.

D. Cafeteria Benefit Plan

- 1. 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.
- 2. 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.
- 3. The Board will provide professional liability insurance for all employees in the amount of \$100,000.
- 4. 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 sick leave bank member on June 30 of any year, all continuing sick leave bank participants shall automatically donate a day to the sick leave bank. Employees who return to work during the school year shall be assessed one day upon returning to active duty. Upon membership, authorization is given for automatic contribution of one (1) day per year when sick leave bank maintenance is needed. A sick leave day donated to the bank by an employee will be returned to the employee except as authorized hereinafter.
- B. **Establishment and duration:** The sick leave bank will not come into existence until at least 100 days are deposited and shall remain in existence until terminated through the collective bargaining procedure or other appropriate procedure.
- C. **Procedures:** The Human Resources 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 Chief Human Resource Officer 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 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 Chief Human Resource Officer 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. **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.

APPENDIX A GRIEVANCE FORM

LEVEL I GRIEVANCE FORM

APPENDIX A

GRIEVANT INFORMATION	
EMPLOYEE NAME	DATE FORM SUBMITTED
NAME OF DESIGNATED REPRESENTATIVE	DATE OF ALLEGED VIOLATION (INCIDENT)
DATE OF KNOWLEDGE OF ALLEGED VIOLATION (INCIDENT)	PLACE
TIME OF ALLEGED VIOLATION	EMPLOYEE'S HOME PHONE
EMPLOYEE'S SCHOOL (WORKSITE)	JOB TITLE

DETAILS OF EVENT LEADING TO GRIEVANCE
DATE, TIME, AND LOCATION OF EVENT
WITNESSES if applicable
ACCOUNT OF EVENT use attachments if necessary
Provide a detailed account of the occurrence. Include the names of any additional persons involved.

ALLEGED VIOLATIONS use attachments if necessary

Provide the Article(s), Section(s), and Line(s) allegedly violated and articulate why you believe it was violated:

PROPOSED SOLUTION use attachments if necessary

Please retain a copy of this form for your own records. As the grievant, your signature below indicates that the information you've provided on this form is truthful.

SIGNATURES

GRIEVANT NAME	GRIEVANT SIGNATURE	DATE

RECEIVER NAME	RECEIVER SIGNATURE	DATE

DECISION OF LEVEL I MANAGEMENT REPRESENTATIVE:	
LEVEL I MANAGEMENT REPRESENTATIVE NAME	DATE RECEIVED
LEVEL I MANAGEMENT REPRESENTATIVE PHONE with EXT.	LEVEL I MANAGEMENT REPRESENTATIVE EMAIL ADDRESS
RESPONSE use attachments if necessary	

LEVEL I MANAGEMENT REPRESENTATIVE SIGNATURE	DATE

RESOLUTION LEVEL I – GRIEVANT	
GRIEVANT NAME	DATE RECEIVED
GRIEVANT COMMENTS OPTIONAL use attachments if necessary	

☐	GRIEVANT RESPONSE (check one):
☐	I conclude my grievance and consider the issue resolved.
☐	I advance my grievance to Level II.

GRIEVANT SIGNATURE	DATE

LEVEL II MANAGEMENT REPRESENTATIVE SIGNATURE	DATE

	GRIEVANT RESPONSE (check one):
	I conclude my grievance and consider the issue resolved.
	I advance my grievance to Level III.

51

SALARY TERMS 2023-2024

Performance Pay

Annual Contract	Highly Effective \$100
Annual Contract	Effective \$75
Professional Services	Highly Effective \$75
Professional Services	Effective \$50

Years of Experience Salary Adjustment (YES)

Each MBU shall receive the sum of \$85 multiplied by each year of verified experience capped at and not to exceed \$3,000 (for year 31+) added to his/her base salary. Example, an MBU with 10 years of verified experience shall receive an adjustment of \$850.

The YES adjustment to a MBU's base salary shall become effective 2023-2024 and be a permanent adjustment. This adjustment is not a one-time bonus, but a one-time adjustment to base salary.

Any future adjustments, through YES or any other plan, shall be bargained by MCEA and MCSD in the future.

Appendix B.1

2023-2024 New Hire Placement Schedule

Years of Experience	Start Salary
0	\$49,500
1	\$49,585
2	\$49,670
3	\$49,755
4	\$49,840
5	\$49,925
6	\$50,010
7	\$50,095
8	\$50,180
9	\$50,265
10	\$50,350
11	\$50,435
12	\$50,520
13	\$50,605
14	\$50,690
15	\$50,775
16	\$50,860
17	\$51,045
18	\$51,105
19	\$51,215
20	\$51,300
21	\$51,385
22	\$52,920
23	\$53,230
24	\$54,340
25	\$55,525
26	\$55,610
27	\$55,610
28	\$56,055
29	\$56,840
30	\$58,925

THE MARTIN COUNTY SCHOOL DISTRICT INSTRUCTIONAL EMPLOYEE SALARY INFORMATION

PAYMENT FOR TEACHING EXPERIENCE

Salaries are based on training and experience. In accordance with the Martin County Educators Association (MCEA), the District will treat years of experience out of the District the same as years of experience within the District. Teachers may be given credit for up to thirty (30) years prior full-time creditable school teaching experience, to be granted on an equitable basis comparable to existing District Teachers. Experience must be as certified teacher.

Upon employment, it is the responsibility of the employee to have experience verified on the appropriate forms. Teachers will be paid the beginning teacher salary until verification of previous experience has been received and approved by the Human Resources Department. **Verification must be received within 90 days after date of hire for experience level placement to be effective as of date of hire.**

The salary for ROTC instructors will be determined based on minimum instructor pay (MIP) from the appropriate Armed Services Branch, (i.e. Army, Air Force).

Effective July 1, 2011, as provided by State law, Teachers that are new to the District or Teachers rehired after a break in service, may receive pay for Advanced Degrees provided that the degree is held in their teaching certification area.

Verification of Advanced Degrees (transcripts be from an accredited institution) must be provided to the Human Resources Department within 90 days of completion to receive payment of date of conferment.

***Refer to Salary Schedule Book for Other Additional Negotiated Supplements**

B.2 Negotiated instructional supplements

Instructional Supplements will be flat amounts and will no longer be a percentage of the base salary.

	Flat Amount
Dean of Students-High School (Deans) (1)	\$ 7,400
Team Leader (Team Leaders) (#)	\$ 4,440
Director of Student Affairs	\$ 6,660
ESE Program Specialist (Staffing/Program Specialist) (2)	\$ 3,700
Guidance (1)	\$ 3,700
Band Director (#)	
High School (#)	\$ 7,400
Middle Schools (#)	\$ 4,440
Assistant—High Schools (#)	\$ 1,850
Chorus: (#)	
High Schools (#)	\$ 7,400
Middle Schools (#)	\$2,220 -\$3,700
Class Sponsor(s): (#)	
Senior Class (#)	\$ 3,700
Junior Class (#)	\$ 3,330
Sophomore Class (#)	\$ 2,220
Freshman Class (#)	\$ 1,850
Student Council/Student Government Sponsor (Student Council): (#)	
High Schools (#)	\$2,220 -\$3,700
Middle Schools (#)	\$1,110 -\$2,220
Elementary Grade Group Chairman (#)	\$ 1,850
Academic Games District Coordinator	\$4,440
Academic Games Coach (Academic Games Sponsor) (per season) (#)	\$ 1,110
Club Sponsor: (#)	
High School—Academic and Service (#)	\$ 740 -\$2,220
Middle School—Academic and Service (#)	\$ 740 -\$2,220
Elementary School (after school hours) (#)	\$ 370 -\$1,110
Western Zone Supplement (3)	\$3,100
Peer Teacher:	
1 Year (#)	
45-90 Days (#)	\$ 1,850 \$ 925
Elementary Safety Patrol (#)	\$ 740
District Science Fair Coordinator	\$ 2,960
Elementary/Secondary Science Fair Coordinator (#)	
High School (#)	\$1,110 -\$1,480
Middle School (#)	\$1,110 -\$1,480
Elementary School (#)	\$1,110 -\$1,480
Yearbook Sponsor (Yearbook): (#)	\$ 2,590
High School (#)	\$ 1,850

Middle School (#)	
Drama Program Director (High School Drama) (#)	\$ 7,400
High School Periodical (#)	\$1,110 -\$1,480
Computer Resource Person (personnel with teaching duties only) (#)	\$ 1,480
a. Non-teaching duties for half day or more (#)	\$1,110 -\$1,850
b. Non-teaching duties for less than one half day (#)	\$1,850 – \$2,590
c. Full teaching duties (#)	\$2,960 -\$3,700
ESE Teacher Supplement (SEH, PMH, VE and Speech teachers with CCC's)	\$ 1,850
Speech Language Pathologist with CCC Credential	\$5,000
Willoughby Center Instructional Staff	\$ 1,850
Licensed Clinical Social Worker	\$ 1,850
Digital Learning Community Leader (#)	\$3,750
Training/Staff Development Stipend	\$15.00/hr
Tutoring Stipend	\$25.00/hr
Detention Duty Stipend	\$20.00/hr
Title I (5)	\$500
Elementary Reading Remediation (6)	\$500
S.T.A.R. – Select Teachers with Advanced Recognition (7)	\$30,000/yr (for 3 consecutive years)
Critical Shortage (8)	Up to \$5,000
Riverbend Academy Supplement (4)	\$2,000

(1) 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.

(2) 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.

(3) Instruction staff assigned to Indiantown Middle and Warfield Elementary schools shall, for the duration of the assignment, have their individual salaries adjusted to reflect a \$3,100 Western Zone supplement.

(4) Instructional staff assigned to Riverbend Academy shall, for the duration of the assignment, have their individual salaries adjusted to reflect a \$2,000 Riverbend Academy Supplement.

(5) Contracted Instructional staff assigned to a Title One school shall, for the duration of the assignment, have their individual salaries adjusted to reflect a \$500.00 Title One supplement.

(6) Instructional staff assigned to a school defined in Florida Statute 1011.62 shall, for the duration of the assignment and lower quartile school designation, have their individual salaries adjusted to reflect a \$500.00 Elementary Reading Remediation supplement.

(7) This supplement is for those who have been named as one of the five Florida Finalists for Teacher of the Year in one of the last four years and has a Highly Effective designation in their

most recent evaluation. The supplement shall continue for three consecutive years of employment, with a partial year employment paid on a pro-rata basis. Additionally, a one-time reimbursement of up to \$10,000 is available for moving expenses for relocating to Martin County (including packing, transportation, unloading, storage, and temporary housing; not as advance payment) during the first six months of employment.

(8) At the School Board's discretion, this supplement shall be paid to Contracted Instructional Staff with appropriate certification in areas designated by the School Board at a regular School Board Meeting. Additionally, an additional one-time bonus of up to \$5,000 may also be designated by the School Board at a regular School Board Meeting for new hires who qualify for this Supplement as an employment incentive.

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

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

B.3 Athletic supplements 2017-2020

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

	Flat Amount
Football:	
Head Coach	\$ 5,901.50
Assistant Head Coach	\$ 4,095.90
Assistant Coach	\$ 3,433.60
Assistant Coach/Head 9 th Grade/JV	\$ 2,486.40
Basketball:	
Head Coach	\$ 5,901.50
Assistant Coach	\$ 3,433.60
Assistant Coach/Head 9 th Grade/JV	\$ 1,772.30
Baseball:	
Head Coach	\$ 4,262.40
Assistant Coach	\$ 2,508.60
Assistant Coach/Head 9 th Grade/JV	\$ 1,772.30
Track:	
Head Coach-Track	\$ 3,470.60
Head Coach-Cross Country	\$ 2,708.40
Assistant Coach-Track	\$ 2,382.80
Assistant Coach- Cross Country	\$ 2,382.80
Meet Coordinator	\$ 481.00
Tennis: Head Coach	\$ 2,508.60
Golf: Head Coach	\$ 2,508.60
Wrestling:	
Head Coach	\$ 4,262.40
Assistant Coach	\$ 2,253.30
Head Coach-Weightlifting	\$ 2,416.10
Swimming:	
Head Coach	\$ 3,189.40
Assistant Coach	\$ 1,842.60
Softball:	
Head Coach	\$ 4,262.40
Assistant Coach	\$ 2,508.60
Assistant Coach/Head 9 th Grade/JV	\$ 1,772.30

Volleyball:	
Head Coach	\$ 4,262.40
Assistant Coach	\$ 2,090.50
Assistant Coach/Head 9 th Grade/JV	\$ 1,772.30
Soccer:	
Head Coach	\$ 4,262.40
Assistant Coach	\$ 2,090.50
9 th Grade Coach	\$ 1,772.30
Bowling: Head Coach	\$ 1,661.30
Lacrosse:	
Head Coach (Boys Varsity)	\$ 3,189.40
Head Coach (Girls Varsity)	\$ 3,189.40
Assistant Coach (Boys JV)	\$ 1,842.60
Assistant Coach (Girls JV)	\$ 1,842.60
Flag Football:	
Head Coach (Girls Varsity)	\$ 3,189.40
Head Coach (Girls JV)	\$ 1,842.60
Cheerleading:	
Cheerleader Sponsor (All Levels for Football)	\$ 2,586.30
Cheerleader Sponsor (All Levels for Basketball)	\$ 2,767.60
Cheerleader Sponsor (All Levels for Freshman)	\$ 1,661.30
Dance:	
Drum Majorettes/ Tigerettes Coach	\$ 2,175.60
Performance Color Guard:	
(Flag Corp/Flag Majorettes)	\$ 1,413.40
Middle School:	
Basketball Coach	\$ 2,508.60
Volleyball Coach	\$ 1,772.30
Cheerleading	\$ 2,175.60
Soccer	\$ 1,772.30
Dance Corp	\$ 2,175.60
Intramurals:	
High School	\$16.27 hour*
Middle School	\$16.27 hour*
Athletic Manager	\$ 1,413.40
Summer Recreation Program	\$16.27 hour*

*Same as Adult Education Rank III Instructor Rate

APPENDIX C: LETTERS OF UNDERSTANDING

PROFESSIONAL LEARNING PROGRAM

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

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 laptop 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 the Superintendent of Schools, will send the attached memorandum to Elementary Principals and Assistant Principals explaining that staff members who serve as track coach for the Russell Holloway Elementary Track and Field Day are doing so on a voluntary basis and there is no penalty for not volunteering. This memorandum will be distributed to all elementary instructional staff.

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

VIRTUAL STREAMING OF INSTRUCTION
TRANSITION ROOMS

The following is an agreement reached between the Martin County School District and the Martin County Education Association (MCEA) which will allow the live video streaming from content area certified instructional personnel into select settings for exceptional student education instruction including transition rooms and hospital/homebound situations where highly qualified teachers are not available. The students receiving this live stream instruction would remain on their certified teacher's roster. This live video streaming of instruction will be used in accordance with the provisions of Article V.14, Workplace Installed Video Cameras. All other terms and conditions of the contract retain full force and effect.

Pam Miller
Pam Miller
For MCEA
March 9, 2016
Date

Kim Sabol
Kim Sabol
For the District
March 9, 2016
Date

Memorandum of Agreement

MCSB/MCEA MOU

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The School District of Martin County (District)

And

Martin County Education Association (MCEA)

One-Time (Non-Recurring) Bonus for MCEA

This Memorandum of Understanding (MOU) is made this ____ day of _____, _____, by and between the Martin County Education Association (MCEA) and the Martin County School Board (MCSB) (collectively, the Parties).

WHEREAS, The School Board of Martin County, Florida desires to attract, retain, and support the MCEA employees.

NOW, THEREFORE, MCSB wishes to provide the following one-time (non-recurring) bonus to all MCEA employees:

- One Time Bonus ALL MCEA employees: \$790.00

This one-time bonus is contingent upon the Florida Department of Education's approval of the District's Budget Amendment from the American Rescue Plan (ARP).

This bonus shall be for the 2023/2024 school year and will be paid in one lump sum less applicable taxes to all MCEA employees in an active employment status as of the date of ratification of this MOU by MCEA.

If the MCEA employee resigns from the Bargaining Unit prior to the payout of the bonus, then the MCEA bargaining unit member will be ineligible to receive the bonus.

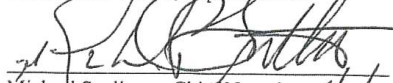
If the MCEA employee retires from the Bargaining Unit prior to the payout of the bonus, then the MCEA bargaining unit member will still be eligible to receive the bonus.

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the Parties regarding this one-time bonus. All other provisions of the CBA remain in full effect.

This MOU shall be terminated upon the payment of the bonuses which is anticipated to be made prior to June 30, 2024.

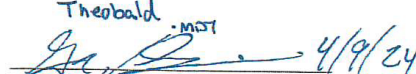
For the District


Mr. Michael Maine, Superintendent


Michael Spellman, Chief Negotiator 4/9/24

For the Union

 4/9/24
Matt Theobald, Local MCEA President

 4/9/24
Gary Simmons, Chief Negotiator

MCEA 23-24 DOCUMENT FOR RATIFICATION

1) Exceptional Student Education, Extended School Year (ESY), MOU

Memorandum of Understanding

Between

The Martin County Education Association

And

The Martin County School Board

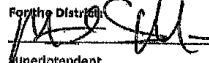
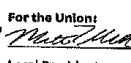
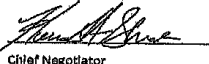
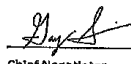
Exceptional Student Education (ESE) Extended School Year "Incentive Supplement for Instructional Summer Personnel"

This Memorandum of Understanding (MOU) is made this 19 of March 2024, by and between the Martin County Education Association (MCEA) and the Martin County School Board (MCSB). This MOU serves to financially incentivize and thereby increase employee participation in providing instructional services to students with disabilities during Extended School Year 2024 (ESY 2024).

This MOU exclusively applies to instructional personnel who service ESE students and work during ESY 2024 including, but not limited to, teachers, ESE instructional coaches, and related service providers, such as speech and language pathologists and occupational therapists.

Eligible employees participating in ESY 2024 will receive \$50 per hour (gross before taxes). In the event that a Member of the Bargaining Unit's (MBU) then-current hourly rate exceeds \$50 per hour, that MBU will receive their then-current hourly rate plus an additional 5% on their hourly rate.

This MOU shall be effective upon the signature of the parties below and School Board approval. This MOU shall sunset on August 1, 2024. This supplement is only prospective.

For the District:		For the Union:	
	<u>3-8-24</u>		<u>3-26-2024</u>
Superintendent	Date	Local President	Date
	<u>3/7/24</u>		<u>3-26-2024</u>
Chief Negotiator	Date	Chief Negotiator	Date

**Memorandum of Understanding
Between
The Martin County Education Association
And
The Martin County School Board**

ESSER/ARP Funded "Incentive Supplement for Tutoring"

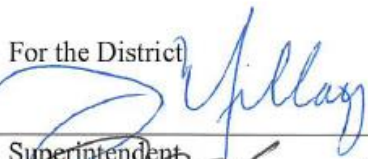
This Memorandum of Understanding (MOU) is made this 4th day of October, 2022, by and between the Martin County Education Association (MCEA) and the Martin County School Board (MCSB). This MOU addresses an opportunity to financially incentivize opportunities to increase employee participation in certain grant funded tutoring and teaching to close the gap due to the COVID-19 pandemic.

This MOU applies only to summer school and tutoring positions that are fully (i.e., 100%) funded through the Elementary & Secondary School Emergency Relief Fund (ESSER) or American Rescue Plan (ARP) grants and allocated for such use, as indicated on the posting.

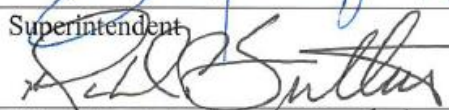
At the grant administrator's discretion, specific opportunities for extracurricular work within the scope of the grant can be posted with a pay rate of "Incentive Supplement \$50/hr". Employees participating in these specific opportunities will receive \$50 per hour (gross before taxes).

This MOU shall be effective upon the signature of the parties below, and shall sunset when ESSER and ARP funds allocated for such tutoring have been exhausted. This supplement is only prospective.

For the District

 10/4/22

Superintendent



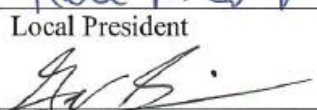
Chief Negotiator

10/4/22

For the Union

 10/4/22

Local President



Chief Negotiator

10/4/2022

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

The School District of Martin County (the "District") and the Martin County Education Association ("MCEA"), as evidenced by the respective signatures below, agree to this Memorandum of Agreement ("MOA") as more specifically set forth herein.

The provisions of this MOA apply only to the Millage Stipend ("MS") funded by the voter-approved Millage Referendum renewal passed on August 23, 2022.

Appendix B (Supplements) is hereby amended to include the following:

The MS is available to all members of the Bargaining Unit and will be awarded based on total years of instructional experience as listed below.

<u>Years of Experience</u>	<u>MS Award Amounts</u>
• 1-5 years	\$1,800.00
• 6-9 years	\$5,000.00
• 10-13 years	\$8,000.00
• 14+ years	\$10,050.00

The determination of years of experience will be made on July 1st of each year in compliance with Appendix B (Payment for Teaching Experience). Part-time and/or job-sharing employees are eligible to receive a prorated share of the applicable supplement. The supplement will be paid out in the 2023-2024 school year in a lump sum.

Any employee hired after the first day of the school year will receive a prorated share of the supplement.

In order to receive an award, a Bargaining Unit employee must complete the academic year, be renewed for the next academic year in the District, and be an active employee on the day of the Millage payout. Any instructional employee in the bargaining unit who is non-renewed and rehired (offered and accepted a position) in the district (employed) or in processing by September 1st shall be eligible for the MS award. The Millage will be paid out to active employees within 30 days of entering into the payroll system.

An employee who is on approved Family and Medical Leave ("FML") will be treated in compliance with the statutory requirements.

Retiring Employees – For purposes of this MOA, a "Retiring Employee" is an employee who is eligible to retire pursuant to FRS rules and who retires during an academic year that occurs

during the effective date of this MOA, and who will receive retirement payment or distribution upon the effective date of retirement. Employees retiring (as above) at any point in the academic year will receive a prorated MS no later than June 30 of the year in which they retire provided that the MS is awarded for that year.

Employees retiring (as above) at the completion of the academic year will receive a full MS in the year that they retire, provided that the MS is awarded for that MS year.

Timing of Awards

Fixed Awards: Awards above will be paid on or before the first pay date in September following the academic year to which the award applies. The Millage Stipend is subject to usual withholdings and taxes and Florida Retirement System ("FRS") contributions similar to regular wages.

Proportionate Awards: At the end of the Martin County School District's ("MCSD") fiscal year, amounts allocated to Recruitment and Retention through the Additional Voted Millage will be "trued up" and any remaining sums will be allocated and distributed proportionately to those MS awardees that received a Fixed Award in the MS year and who are still employed with the District as of any distribution date. This additional Proportionate Award, if any, will be paid no later than the first pay date in December of the MS year. These Proportionate Awards are subject to usual withholdings and taxes and FRS contributions similar to regular wages.

The Parties agree that the financial position of the District for this Supplement is based on the Millage Referendum renewal, which voters passed on August 23, 2022. It is further agreed that, if before this MOA sunsets the District's financial condition is negatively affected (which, by example only could result from one of the following: the revenue generated by the Millage Referendum renewal decreases; or, the filing of any future lawsuit, or the entry of any order or decree of a state or federal court or administrative body; or, the enactment of any law, rule, or regulation by any state or local authority; or if general economic conditions change), the Parties shall enter into negotiations, in good faith, to reach an equitable solution that maintains the intent of this Agreement.

The MS supplement will sunset on June 30, 2025.

Except as otherwise specifically provided herein, this Memorandum of Agreement fully and completely incorporates the understanding of the Parties regarding the monies promised to employees as part of the property tax referendum referenced above. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the Parties.



Dr. John Millay, Superintendent
Martin County School District

11/28/2022
Date



Karen Resciniti, President
Martin County Education
Association

11/22/2022
Date

MEMORANDUM OF UNDERSTANDING

Between

The School District of Martin County (District),
American Federation of State, County, and Municipal Employees (AFSCME) And
Martin County Education Association (MCEA)

This Memorandum of Understanding between the School District of Martin County ("District"), American Federation of State, County, and Municipal Employees ("AFSCME") and the Martin County Education Association (MCEA) is entered on the last date below.

The Parties agree as follows:

In an effort to recruit, hire, and retain high-quality employees, the District introduces the Bus Operator Employee Referral Bonus Program. This program rewards all Non-Bargaining, AFSCME and MCEA employees who refer external applicants who are hired by the District and remain employed for thirty (30) calendar days as a bus operator. Specific details and requirements of the Bus Operator Employee Referral Program are outlined in subsequent pages.

Compensation

Eligible referrers will receive payment based on the following guidelines:
Each successful referrer will receive \$500, minus applicable taxes and deductions, for each applicant hired. Referring employees are limited to a maximum of \$5,000 per fiscal year. Referral payments will be issued in the first available pay period following the applicant's completion of thirty (30) calendar days of employment as a bus operator.

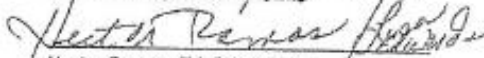
General Provisions

The District reserves the right to discontinue the Bus Operator Employee Referral Program as it deems appropriate.

For the American Federation of State,
County, and Municipal Employees (AFSCME)

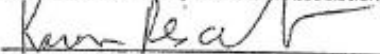

Lisa Edwards, President

Date: Nov 22, 2022


Hector Ramos, Chief Negotiator

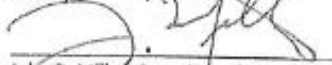
Date: Nov 22, 2022

For the Martin County Education Association (MCEA)


Karen Resciniti, President


Gary Simmons, Chief Negotiator

For the School District of Martin
County


John D. Millay, Superintendent

Date: Nov. 22, 2022


Michael Spellman, Chief Negotiator

Date: 11/22/22

Kristine Shwede

APPENDIX D COMMITTEES

The following committees are found in this Agreement at the listed sites. Upon request by the Superintendent or the MCEA, a committee shall be formed. The committee is for the purpose of recommendation only. The listed committees remain intact within the contract.

V.1A; p 14	School Site Work Schedule Change Committee
V.8.A; p 16	School Health and Safety Issues Committee
V.10.A; p 17	Early Release Committee
VI.5.A; p 20-21	Faculty Council Committee
VII.4.C; p 28	New School Teacher Transfer Committee
VII.8; p 30	Charter School/Transfers Committee
VIII.1; p 31	Evaluation Committee
XI.1.D.3; p 44	Association Professional Leave Committee
XII. 8.I; p 54	ESE Summer School Committee
MOA; p 74	Supplement Committee