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2002 - 2003 Contract

Between

The School Board of Martin County
And
Martin County Education Association

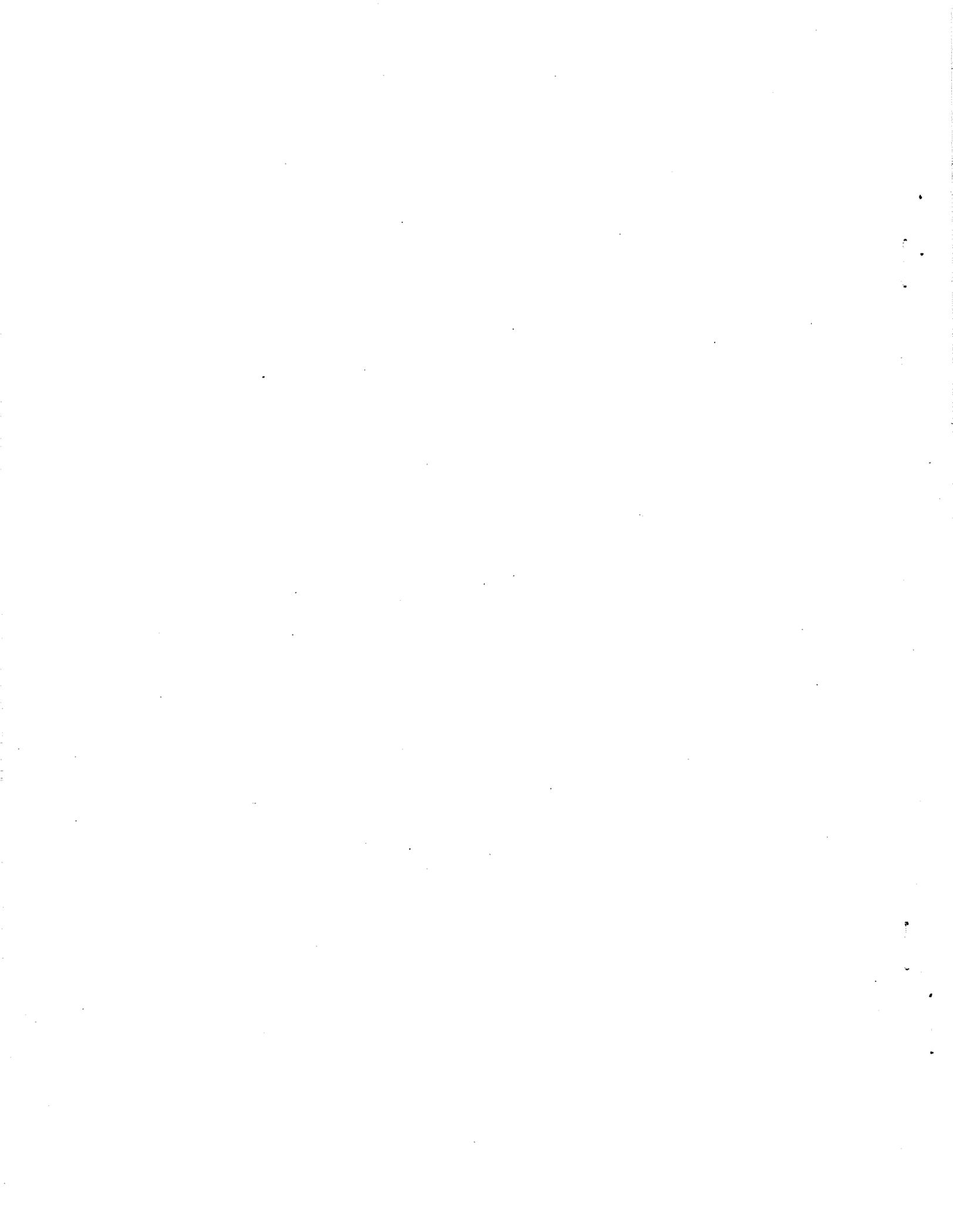


Table of Contents

ARTICLE I GENERAL PROVISIONS.....	1
I.1 Preamble	1
I.2 Recognition.....	1
I.3 Definitions	1
I.4 Negotiations.....	1
ARTICLE II EMPLOYMENT CONSIDERATIONS.....	3
II.1 Employment philosophy and considerations.....	3
II.2 Work year	3
II.3 Pay schedule	3
II.4 Placement on the salary schedule.....	4
II.5 Professional courtesy.....	5
II.6 Job sharing.....	5
ARTICLE III RESOLUTION OF GRIEVANCES AND PROBLEMS.....	6
III.1 Grievance procedure.....	6
LEVEL ONE.....	7
LEVEL TWO.....	7
LEVEL THREE.....	7
ARBITRATION.....	7
ARTICLE IV ASSOCIATION AND MANAGEMENT RIGHTS	9
IV.1 Payroll deductions.....	9
IV.2 Use of facilities and communication	9
IV.3 Consultation and/or collaborative efforts	10
ARTICLE V WORKING CONDITIONS	11
V.1 Work day	11
V.2 Faculty meetings	11
V.3 Attendance at meetings	11
V.4 Leaving the worksite	12
V.5 The classroom	12
V.6 Duty free lunch.....	12
V.7 Compensatory time	12
V.8 Health and safety issues	13
V.9 Non-instructional duties.....	13
V.10 Early release.....	13
V.11 Access to telephones	13
V.12 Bomb threats	14
V.13 Dress.....	14
ARTICLE VI PROFESSIONAL ISSUES.....	15
VI.1 Assault and/or battery against a teacher.....	15
VI.2 Technology	15
VI.3 Covering classes	15
VI.4 Curriculum.....	15
VI.5 Duties and record keeping	15
VI.6 Faculty leaders	15
VI.7 In-service points.....	16

VI.8 Interim teachers.....	16
VI.9 Parent-teacher conferences	16
VI.10 Rules and laws available.....	17
VI.11 Schedules	17
VI.12 School budget	17
VI.13 Substitute teachers	17
VI.14 Supervision of student teacher.....	17
VI.15 Use of paraprofessionals.....	17
ARTICLE VII TRANSFERS, REDUCTION & RECALL.....	18
VII.1 Posting positions.....	18
VII.2 Voluntary transfers	18
VII.3 Involuntary transfers.....	18
VII.4 New schools.....	19
VII.5 Reduction in personnel	19
VII.6 Recall.....	20
VII.7 Non-renewal	21
VII.8 Charter Schools/Transfers Committee.....	21
ARTICLE VIII PROFESSIONAL ASSESSMENT.....	22
VIII.1 Evaluation committee.....	22
VIII.2 Procedures and requirements.....	22
VIII.3 Observations/Evaluations.....	22
ARTICLE IX PERSONNEL FILES.....	24
IX.1 Personnel files.....	24
IX.2 Inaccurate, anonymous materials.....	24
ARTICLE X EMPLOYEE DISCIPLINARY PROCEDURES.....	25
X.1 Discipline defined	25
X.2 Procedures	25
ARTICLE XI LEAVE PROVISIONS.....	26
XI.1 Paid leaves	26
XI.2 Unpaid leaves.....	29
ARTICLE XII COMPENSATION.....	32
XII.1 Travel compensation.....	32
XII.2 Reimbursement.....	32
XII.3 Postings.....	32
XII.4 Increase effective date	32
XII.5 Autodeposit.....	32
XII.6 Pay for Performance	32
XII.7 Summer School Board of Martin County	32
XII.8 Retirement	33
XII.9 Optional retirement annuity.....	33
ARTICLE XIII EMPLOYEE BENEFITS.....	35
XIII.1 Insurance.....	35
XIII.2 Sick leave bank.....	36
ARTICLE XIV CONTRACT AGREEMENT.....	39
XIV.1 Terms of contract agreement.....	39

APPENDIX A GRIEVANCE FORMS	40
APPENDIX B SALARY SCHEDULES	43
B.1 10 Month Instructional personnel 2002 – 2003.....	43
B.2 Negotiated Instructional supplements 2002-03	44
B.3 Athletic supplements 2002 – 2003	45
APPENDIX C LETTERS OF UNDERSTANDING.....	46
APPENDIX D COMMITTEES	48
APPENDIX E MEMBERSHIP FORM.....	49

ARTICLE I GENERAL PROVISIONS

I.1 Preamble

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

I.2 Recognition

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining agent for all teachers, deans, team leaders, guidance counselors, media specialists, activities directors and occupational specialists.
- B. The Board further agrees not to negotiate with any other organization as bargaining agent other than the Association for those employees in the unit as listed in "A" above.
- C. The school board acknowledges that the provisions of the master contract are legally enforceable. For violations the parties reserve the right to pursue all remedies available under law or under provisions of this contract.

I.3 Definitions

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

- Board: shall mean the School Board of Martin County.
- Association: shall mean the Martin County Education Association.
- Agreement: shall mean the four corners of this negotiated contract.
- Employee: shall mean any contracted employee of the Board in the bargaining unit.
- Employer: shall mean the School Board of Martin County.
- Seniority: shall mean the length of continuous (unbroken) service with the Martin County School System.

I.4 Negotiations

- A. This Agreement shall constitute the full and complete agreement between the Board and Association and may not be altered nor amended during the term of its existence.
- B. Subsequent collective bargaining negotiations between the Board and the Association will begin no sooner than one hundred thirty-five (135) days prior to the termination of this Agreement.
- C. The parties agree that any school may request a waiver of the collective bargaining agreement contractual provision, School Board rules or Florida Department of Education rules, provided the waiver is signed by the Principal and the MCEA Senior Representative and approved by a secret ballot of two-thirds vote of the faculty. The Principal or his/her designee and the Association representative shall count the ballots. In addition, the waiver must be recommended by the

Superintendent and approved by the Board and the Executive Board of the Association. The failure of the Superintendent and the Association to recommend the waiver to the Board for approval is not subject to the grievance arbitration procedures. A minimum of seven days notice shall be given to the Association before a school site waiver vote is taken.

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

SAC

PRINCIPAL

MCEA

FACULTY

DAC

SUPERINTENDENT

BOARD

DOE (if applicable)

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

ARTICLE II EMPLOYMENT CONSIDERATIONS

II.1 Employment philosophy and considerations

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

II.2 Work year

- A. The work year for all ten (10) month employees shall be 196 days. Additional days may be added at the discretion of the Board at the same daily rate.
- B. The school calendar, as adopted by the Board, shall include workdays for planning/preparation, as follows: One (1) planning/preparation day at the end of the first and third quarter. Such days shall be used for the employee's own planning/preparation purposes. There will be six (6) paid holidays. The equivalent of one (1) pre-school day shall be a teacher workday.
- C. When schools and school offices are officially closed for emergency reasons by the Superintendent, employees shall be paid as usual and no leave day previously arranged by an employee shall be deducted. Make-up days shall be scheduled by the Superintendent; however, the Association shall have the opportunity to provide input prior to the Board approval.

II.3 Pay schedule

- A. Salary checks will be paid every two weeks for twenty-six (26) pays for all employees. 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 196 day schedule, 26 pay plan, shall receive multiple checks (if entitled to the checks) on the last scheduled employee workday and a final check (if entitled to the checks) mailed two weeks after the final workday. The multiple checks issued on the last scheduled employee workday shall not be eligible for direct deposit.
- B. All benefit deductions and contributions will be accrued on a 24-pay cycle basis. All insurance deductions are to be deducted one month ahead of coverage period to ensure adequate funding/payment for employee-paid benefits. Any adjustments to employee deductions must be authorized by the employee in advance (including making up missed deductions).

- C. Employees who have taught summer school shall receive their retroactive paychecks within thirty (30) days of ratification of this Agreement.
- D. Any paycheck that comes during a holiday, vacation day, non-school day, or non-working day shall be paid to teachers on the last workday before the above.
- E. All employees will be paid in accordance with the salary schedules attached in Appendix "B".

II.4 Placement on the salary schedule

- A. Specialist Degree – 6% Above MA Degree
- B. Doctorate Degree – 12% Above MA Degree
- C. Speech and Language Pathology Teachers who hold a Certificate of Clinical Competency, a master's degree or equivalent with a major emphasis in speech-language pathology, audiology, speech-language or hearing science prior to January 1, 1993 will be paid at the master's degree level on the salary schedule.
- D. With respect to placement on the teacher salary schedule, teachers entering into a written contract for employment in the District will be credited with prior teaching experience to the extent required by F.S. 231.36(3)(g).
- E. In addition to the Western Zone Supplement, instructional staff designated by the Superintendent as critical need and assigned to Indiantown Middle School and Warfield Elementary School shall receive a one-time \$2,000 assignment bonus for the duration of this Agreement. Assignment to and reassignment from those schools shall be at the discretion of the Superintendent.
- F. Instructional staff assigned to Indiantown Middle and Warfield Elementary schools shall for the duration of the Agreement, have their individual salaries adjusted to reflect a \$1,375 Western Zone supplement in addition to the salary reflected in the collective agreement Appendix B for an employee with the same experience or step.
- G. The individual employee's wages will remain at the previous year's salaries until an agreement on wages for the year has been reached and a monetary value for each step on the salary schedule has been agreed to by the parties. Salaries will be adjusted to reflect the agreed upon monetary value. 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 tentative agreement will receive retroactive pay. Those employees retiring under the Florida Retirement System during the period of time of the negotiations for the collective bargaining agreement are ineligible for retroactive pay. Additionally, retroactivity of pay is inapplicable to summer school positions, including summer supplements not attached to a regular District position, so long as no more than 25% of the summer school schedule occurs on or after July 1.

II.5 Professional courtesy

The Association and the School Board will endeavor to provide an opportunity for employees to attend college classes when there are extenuating circumstances. Employees shall notify the Association and the School Board upon knowledge of such circumstances.

II.6 Job sharing

- A. Job Sharing: Job sharing shall refer to two (2) employees voluntarily sharing one (1) fulltime position. A list of employees interested in job sharing shall be available to the Personnel Office. Teacher participation in the job-sharing program is voluntary.
- B. The Association and the Board agree that job sharing provides career flexibility and opportunities for fulfillment of professional and personal needs. It can increase motivation and productivity in the classroom.
- C. The requirements for employees seeking job sharing positions include: three (3) years of continuous service in Martin County, satisfactory evaluations, certification in the field in which they anticipate job sharing, familiarity with the curriculum (grade level or subject) where they anticipate job sharing, approval of their current site administrator to participate, approval by the Superintendent.
- D. The deadline for application for job sharing will be May 1.
- E. The following must be agreed to by all job sharing applicants:
 - 1. The application form must be signed by all participants.
 - 2. All job sharing participants shall receive fifty (50%) of the fulltime salary, fifty (50%) of current benefits, and fifty (50%) of the normal sick leave. In order to receive insurance benefits, the participants must provide for payment of fifty (50%) of all premiums.
 - 3. The participants must agree to an annual commitment to job sharing.
 - 4. All job sharing participants must attend pre-school days, first day of school, parent-teacher conferences, open house, and in-service days.
 - 5. The job sharing participants shall substitute for each other whenever possible at fifty (50%) of the substitute's daily rate.
 - 6. Should either job sharing partner be unable to fulfill the year long commitment, the other shall complete the fulltime assignment, whenever possible.
- F. Job sharing participants are required to serve their proportionate share of the employee work week for salary step movement.
- G. Participants who choose not to participate a second year shall be returned to their previous School Board position (before job sharing). Participants who job share for more than one (1) year shall be returned to positions in their area of certification.
- H. No more than one (1%) of the employees may job share each year.

ARTICLE III RESOLUTION OF GRIEVANCES AND PROBLEMS

III.1 Grievance procedure

- A. A grievance is a dispute between the management representative of the Board and employee by name, group of employees by names, or Association involving the interpretation or application of this Agreement.
- B. All employees within the bargaining unit may have the right to be represented, in the determination of a grievance, by the Association. The Association is, however, required to have the approval of the affected employee(s), prior to filing a grievance. However, nothing in this part shall be construed to prevent any employee from presenting, at any time, his/her own grievance, in person or by legal counsel, and having such grievance adjusted without the intervention of the bargaining agent if the Association has been given reasonable opportunity to be present, and providing the adjustment is not inconsistent with the terms of this Agreement.
- C. If a dispute should arise concerning the interpretation or application of this Agreement, the complainant shall first informally discuss the problem with his/her immediate supervisor. If the complainant is not satisfied after informally discussing the complaint, the complainant may file a formal grievance with the principal or his/her designee.
- D. The number of days indicated at each level is considered to be the maximum. Time limits, may, however, be extended by mutual agreement between the grievant and the appropriate level management representative. Verbal agreements shall be confirmed in writing.
- E. An employee who is not assigned to an individual school may file a grievance with the director to whom he/she is responsible. The grievant and director will follow the procedure outlined in LEVEL ONE of this article.
- F. In the event an employee has a complaint, he/she shall abide by the management decision involved prior to and during the time the grievance has been filed and has been processed.
- G. A grievance may be withdrawn at any level but the same grievance may not be filed a second time by the same party. After a grievance has been withdrawn by the grievant(s), the Association is prohibited from continuing the grievance on behalf of the employee, group of employees of the bargaining unit, or on behalf of the Association.
- H. For the purpose of this Grievance Procedure, working days are defined as those days, Monday through Friday, exclusive of legal school holidays.
- I. All grievances will be processed during times which do not interfere with or cause interruption of the grievant's work responsibilities. Release time may be granted by the principal when deemed necessary. Such release time, as granted by the principal, shall be without loss of pay for such participation.
- J. If not satisfied at the conclusion of the informal discussion, the employee may become a grievant by filing a written grievance with the principal within seven (7) working days. The written

grievance shall be filed on the form provided (APPENDIX A). The original grievance is filed with the principal and a copy shall be forwarded to the Association, the Superintendent, and to the Board Attorney. If the grievant does not file a grievance within seven (7) working days after the informal discussion period, the right to proceed with this grievance for this incident is waived by all parties.

- K. Copies of the management decisions at each level and the grievant's written statements given at any step of the Grievance Procedure whatsoever, shall be forwarded to the grievant, Association, Board Attorney, and the Superintendent.

LEVEL ONE

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

LEVEL TWO

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

LEVEL THREE

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

ARBITRATION When the Association submits a timely written notice for arbitration of an unresolved grievance, the Association and the employer shall jointly request the Federal Mediation and Conciliation Service (FMCS) to furnish a list of seven (7) arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within ten (10) days; the Association and the School District each striking one (1) name from the list in turn until only one (1) name remains. The Association shall strike first. The arbitrator's decision shall be submitted in writing to all parties and shall be final and binding on all parties

to this agreement, providing that the arbitrator shall not add to nor subtract from, modify, or otherwise alter the terms of this Agreement. The expenses of arbitration, including the arbitrator's fee/costs and expenses, and the cost of the arbitrator's transcript shall be borne equally by the employer and the Association. However, all other expenses incurred by either party in its preparation shall be borne by the party incurring same.

ARTICLE IV ASSOCIATION AND MANAGEMENT RIGHTS

IV.1 Payroll deductions

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

IV.2 Use of facilities and communication

- A. The privileges granted under this section shall be exclusively for the Association.
- B. Authorized representatives of the Association shall have the right to use school buildings at such times that they do not interfere with school activities, provided the authorized representative has been given such permission and assignment of space by the building principal, and approved by the Superintendent.
- C. The Association shall submit to the Superintendent by September 15th of each school year, the names of its authorized representatives who will be transacting official Association business. In the event that there should be additions or deletions, they shall be forwarded to the Superintendent immediately. Official Association business shall include: conferring with the building principal or supervisor and meeting with the employees.
- D. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property during such times which do not interfere with or cause interruptions of the employee's work responsibilities as determined by the principal.
- E. The authorized representative of the Association shall, as provided herein, post notices of activities and matters on appropriate bulletin boards at each school site, as determined by the principal. The space and length of time for such use will be determined by the building principal on individual requests by the Association representatives. The Association shall, as provided herein, use

employee mail boxes located at each school. All such posting and putting up of mail will be handled during non-instructional time, before and after the students' school day and during the employee's duty-free lunch period. A copy of each school-wide communication placed in the employee's mail box by the building representative or his/her designee, will be given to the principal or his/her designee prior to placing in mail boxes or posting. All bulletins, printed materials, and other communications distributed under this section must show originator's name and address. Merchant advertisements will be limited to the "Chalktalk". The Association agrees that they will limit their distributions to a maximum of five items a week. The following will be at the bottom of each piece of campaign literature. It will also be "boxed in". The tag line will be similar to the quotation at the bottom of the "Monday Report".



MCEA has granted equal opportunity to all candidates for campaign literature distribution.

- 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.

IV.3 Consultation and/or collaborative efforts

- A. A representative of the Association shall be granted an opportunity to address the assembled instructional staff during an employee orientation program. Upon request, the Association may be assigned a space to consult with its membership.
- B. The Board shall furnish the Association with a camera-ready copy of the ratified Agreement suitable for reproduction within thirty (30) days of ratification by the Board and employees.
- C. The Finance Director shall make available, to an authorized representative of the Association, copies of budgeting and financial reports in the Finance office, within twenty-four (24) hours of the Board's receipt of the same material.
- D. The Director of Human Resources and Staff Development will make available to the Association a copy of all applicable postings.

ARTICLE V WORKING CONDITIONS

V.1 Work day

- A. The working day for all non-teaching employees shall be eight (8) hours including lunch. The workday for all teaching 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. Whenever possible, meetings during the workday will not be scheduled during the teacher's planning time. 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 except with 24 hours prior notice to employees and compensatory time granted. Attendance shall be obligatory except as excused by the principal.
- B. When necessary, high school teachers shall attend a maximum of one hour of faculty meetings during the month at the close of the workday. This attendance at meetings beyond the 7-1/2 hour workday is contingent upon the high school day being the same as the 1986-1987 high school day.

V.3 Attendance at meetings

Employees will not be required to attend any functions outside the regular workday except for the three (3) countywide parent conference nights and open house. Each school site may determine whether to maintain Thursday evening and Friday morning conferences after report cards, or to opt for conferences at interims and on the Thursday evening after report cards. At those schools choosing to hold interim conferences, employees who have worked on a Thursday evening shall not be required to work on the following day.

V.4 Leaving the worksite

Employees may leave the work location during duty hours only when they are not supervising students and only when previously approved by the principal or designee.

V.5 The Classroom

- A. Observation of a teacher's class by parents, shall be allowed only after consent of the building principal and 24 hours notice, unless the teacher otherwise agrees to less notice.
- B. Areas in which teaching is being conducted shall be free of interruptions by maintenance, custodial, construction workers or other such disturbances, as far as possible.
- C. Scheduling of itinerant therapy programs shall provide for rotating the days of sessions at mid-term.
- D. Assemblies and other school-wide activities which would disrupt the normal classroom instruction, shall be rotated so that the same classes and employees are not continually affected as far as possible
- E. The number of students assigned to an employee, except on a temporary basis, shall not exceed available seating or other required items necessary for instruction, such as lab or work stations. Temporary, for this purpose, shall not exceed the current semester.
- F. A committee comprised of three (3) members appointed by the Superintendent and three (3) members appointed by MCEA will meet to make recommendations for ensuring students assigned to classrooms shall not exceed the number of student stations.

V.6 Duty free lunch

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

V.7 Compensatory time

When it is necessary for an employee to perform functions, as assigned and/or approved by the principal that must be performed outside the regular working days, this time shall be as compensatory time.

Compensatory time shall be scheduled with the principal and shall not accumulate beyond a school year.

- 1. An employee will not be assigned to perform functions that exceed the hours recoverable through the use of compensatory time.
- 2. Compensatory time may be taken on workdays, in-service days, pre- and post-school days, and when teachers are not supervising students, except for any scheduled parent-teacher conferences and student early release days established for school wide planning. However, the principal may require a teacher to attend an in-service meeting on the first in-service day of the school year.

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 and leased); prohibited while on duty in the presence of students; and prohibited in vehicles operated by the School Board (owned and leased).

V.9 Non-instructional duties

- A. Non-Instructional duties shall be restricted as follows:
 - 1. Teaching employees shall not be required to collect money from pupils, nor perform record keeping duties related to the collection of money. Performance of such activities by teaching employees shall be strictly voluntary.
 - 2. Teachers may not be required to perform the following activities:
 - a. Inspection for lice
 - b. Records for an outside agency on a regular or continuing basis
 - 3. Discussion of the rationale for assignment of duties shall be afforded upon request to any high school teacher assigned non-academic responsibilities.
- B. Medication will be dispensed by a trained person.

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.

V.11 Access to telephones

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

V.12 Bomb threats

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

V.13 Dress

Employees are expected to dress in a professional manner.

ARTICLE VI PROFESSIONAL ISSUES

VI.1 Assault and/or battery against a teacher

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

VI.2 Technology

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

VI.3 Covering classes

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

VI.4 Curriculum

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

VI.5 Duties and record keeping

- A. Basic education teachers will be notified in advance of the IEP committee meeting, and every effort will be made to ensure the teacher's participation in the meeting. In circumstances where this is not feasible, the Mainstream Consultant will communicate with the Basic Education teacher prior to placement and following the IEP committee meetings.
- B. The parties agree to create a Paperwork Reduction Committee to study such matters as the parties mutually deem appropriate (e.g., preparation of Medicare and Medicaid forms) concerning paperwork reduction. The parties shall meet.

VI.6 Faculty leaders

- A. A Faculty Council shall be established in each work location. The Council shall be advisory. It is encouraged to meet no less than three times per year. The principal (or designee) will offer 5 dates

of availability. The Council Chairperson shall schedule meetings with the principal (or designee). The Council shall consult with the principal (or designee) with respect to curricula and instructional materials.

1. Composition of the Faculty Council shall be as follows:

- a) In addition to the designated building representative, one half (1/2) of the council shall be composed of members of the faculty elected by the faculty. Faculty Councils shall be established within thirty (30) days following the beginning of the school year. The number of members shall be as follows: Elementary Schools 5, Middle Schools 7, and High Schools 11.
- b) Upon notification by the MCEA designated building representative that an election is necessary, the principal shall, in a timely manner, call a faculty meeting for this purpose. The Faculty Council shall elect a chairperson to serve until such time as the council is reconstituted.

2. Faculty Councils are authorized to meet before and after the student day, for the purpose of considering recommendations to be presented to the principal by the Faculty Council chairperson prior to the Faculty Council meeting with the principal.

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

VI.7 In-service points

A. Teachers may request a status report on their accumulated in-service points at any time through the secretary to the Director of Human Resources and Staff Development. The District commits to respond to such requests in a timely manner but not more than 20 workdays. Additionally, the District will investigate the possibility of giving teachers electronic view only access of an appropriate database.

B. Sixty (60) in-service points will be granted for teachers who complete all procedural and substantive requirements for the National Board Certification.

VI.8 Interim teachers

In the event that a school is not able to secure a certified teacher, the Principal or designee will seek volunteer interim substitutes from his/her teaching staff. The teacher will be required to make up all planning/administrative time, which is missed due to the extra teaching period. This time may be made up at school or any other appropriate location, either before or after normal work hours and must be documented in written form. Compensation will be at the teacher's regular hourly rate.

VI.9 Parent-teacher conferences

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

VI.10 Rules and laws available

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

VI.11 Schedules

Tentative schedules shall be provided upon teachers' request by August 1 for 1st semester, and before the winter break for the second semester, so long as the first semester ends before the winter break. This does not preclude subsequent schedule changes.

VI.12 School budget

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

VI.13 Substitute teachers

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

VI.14 Supervision of student teacher

- A. No supervisory teacher shall supervise more than one full-time student teacher at one time. The supervisory teacher shall, upon application, be awarded thirty (30) in-service points for effective supervision of one student teacher for one semester as determined by the appropriate Supervisory Director.
- B. The principal shall determine the assignment of the student teachers within his school, after consultation with the teacher, prior to placement of the student teacher.
- C. During the year, employees may register with the appropriate Supervisory Director, a desire to be considered for supervising student teachers.

VI.15 Use of paraprofessionals

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

ARTICLE VII TRANSFERS, REDUCTION & RECALL

VII.1 Posting positions

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

VII.2 Voluntary transfers

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

VII.3 Involuntary transfers

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

VII.4 New schools

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

VII.5 Reduction in personnel

- A. In the event the Board determines that the number of teachers must be reduced for any reason, such reduction shall be based on objective, reasonable and non-discriminatory standards.
- B. The Board shall attempt to accomplish such reduction by attrition. If such reduction of teachers cannot be accomplished by attrition, the following procedures shall be utilized in the order listed:

Layoff

1. The Board shall identify the instructional assignment(s), [level(s) / subject(s) / special area(s) / specific position(s)], to be reduced.
2. Prior to implementing a reduction in personnel, the Superintendent shall meet with representatives of the MCEA to discuss the Board action and solicit their suggestions.
3. District seniority and areas of certification shall be the determining factors for all reduction in personnel. Any reduction shall be in order of the least seniority in the district of all teachers in such instructional assignments. Seniority shall be defined in terms of years of continuous teaching experience in the Martin County School District.
4. The following criteria shall be used in identifying teachers to be reduced:
 - a) No continuing contract or professional service contract teacher, who is subject to reduction pursuant to this Article, shall be reduced while an annual contract teacher is employed in a position for which such continuing or professional service contract teacher is certified and has verifiable teaching experience in the Martin County School District.
 - b) No continuing contract teacher, who is subject to reduction pursuant to this Article, shall be reduced while a professional service contract teacher is employed in a

position for which such continuing contract teacher is certified and has verifiable teaching experience in the Martin County School District.

- c) A decision between teachers with identical district seniority shall be based upon educational qualifications and performance records.
5. A teacher who has started his/her sixth year of service in the Martin County School District, or who will qualify for normal FRS or TRS retirement by the end of that year, shall be permitted to complete the school year, but not necessarily in his/her current position, so as to acquire the necessary service to be vested in the FRS or TRS retirement system.
6. Before reductions in personnel take place, teachers shall have the opportunity to volunteer for reduction in force. Five calendar days shall be provided for this action.
7. 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.

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.

H. A seniority list will be provided to MCEA in writing no later than five (5) days prior to any layoffs.

VII.7 Non-renewal

If an employee's contract is not recommended for renewal, the Board shall provide notification thereof no later than April 7.

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 VII PROFESSIONAL ASSESSMENT

VIII.1 Evaluation committee

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

VIII.2 Procedures and requirements

- A. The primary purpose of evaluation is the improvement of instructional services and the assessment of an employee's performances. Information from evaluations may be considered in promotions and termination of personnel.
- B. The evaluation process shall be both formative and summative. The formative evaluation shall consist of individual visitations and observances of products and the instructional process of employees by administrators or the principal. The summative evaluation shall consist of a collection of the individual observations, a meeting between that employee's principal and/or administrator and the employee at which time the collected materials shall be examined, comments made and signed by both the principal and/or administrator and the employee. Copies of this summative evaluation shall be filed in the employee's personnel record and one copy made available to the employee.
- C. Evaluation criteria shall be both general and specific and be made known to the employee by September 15th of each year. Employees hired after September 15th shall be informed of the evaluation criteria/procedures before their assignment begins. This shall include an explanation and discussion of both the general and specific criteria and the evaluation process, and notification of yearly review or comprehensive evaluation.
- D. Employees will be evaluated a minimum of one time per year.

VIII.3 Observations/Evaluations

- A. To waive the dates in 1 to 4 below the Association and Superintendent or his/her designee must agree:
 1. Annually contracted employees who are not Beginning Teachers shall be evaluated as follows:
The formal observation will take place no later than December 15 with the follow-up conference to be completed before the Christmas break.
 2. Annually contracted Beginning Teachers will have their formal observation before February 1st and their evaluation conference within ten (10) working days thereafter.
 3. Employees not on annual contract will have their formal observation before April 15th and their evaluation conference within ten (10) working days thereafter.
- B. The evaluation conference will be held within ten (10) working days of the last observation at which time the evaluator shall present a written report of the employee's strengths and weaknesses.

The evaluator will make specific written recommendations and provide assistance to the teacher to help him/her attain a satisfactory performance level. The employee's signature does not signify agreement. The employee may request an additional observation by the same evaluator or another evaluator. Subsequent observations and formal evaluations for all employees should not be conducted until three (3) weeks have elapsed.

- C. At the formal evaluation conference a completed formal evaluation form shall be discussed by the teacher and evaluator. Employee's signature does not signify agreement, but only that it has been read and discussed. Additional comments may be made by the evaluator or employee and attached to the report with a copy to the Superintendent.
- D. All formal observations of employees for the purpose of the evaluation shall be conducted openly and with full knowledge of the employee.
- E. There shall be mutual agreement by the Board and the Association before a teacher receives a formal observation on the day before a holiday or vacation.
- F. All statements within the evaluation shall relate to job performance.
- G. The formal summary evaluation shall not be used for unsupplemented extra-curricular activities that take place outside of the 7.5 hour day.
- H. Non-participation in voluntary activities that take place outside of the 7.5 hour day is not to be made a part of the evaluation process.
- I. The Association reserves the right to negotiate the impact of any merit pay proposal implemented in Martin County.
- J. Evaluation shall be conducted in compliance with the "Instructional Personnel Assessment System" and follow all procedures and protocols described therein.

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.
- B. Notwithstanding the foregoing, no other management action, apart from a letter of concern or a written reprimand, shall be subject to the grievance procedure.

X.2 Procedures

- A. When an allegation of wrongdoing or complaint against an employee is investigated by the Board, the employee shall be notified of the nature of the complaint and shall have the opportunity to respond to the allegations or complaint during the investigation. When a request for representation has been made, no such meeting shall take place until such Representative shall have the opportunity to be present. In all Board investigations resulting in discipline the employee shall receive a copy of the investigator's report.
- B. When complaints or allegations are made against a bargaining unit member, administration shall disclose to the bargaining unit member all pertinent information. Identity of the person making the complaint shall be included in the investigator's final report. With the exception of juveniles, the name of the person making the complaint may be revealed to the member prior to the final report when such revelation is essential to facilitate reasonable resolution of the complaint or allegation.
- C. No material related to a potential disciplinary action may be placed in an employee's permanent personnel file other than as provided in F.S. 231.291.
- D. In the event a professional service or a continuing contract employee is reduced in rank or compensation, reprimanded, disciplined, discharged, terminated, or otherwise separated, he/she shall upon request be given the reasons therefore in writing, within ten (10) working days of the request. In the event an annual contract employee is reduced in rank or, reprimanded, or discharged during the term of his/her contract, he/she shall, upon request, be given the reasons therefore in writing, within ten (10) working days of the request.

ARTICLE XI LEAVE PROVISIONS

XI.1 Paid leaves

A. Sick leave

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

All or any portion of the sick leave taken by an employee because of her pregnancy may, at the employee's option, be charged to her accrued sick leave according to the following:

- 1) Absence must be due to illness due to pregnancy or disability caused by pregnancy, miscarriage, abortion, childbirth and recovery there from, all of which shall hereafter be referred to as a pregnancy.

- 2) A teacher shall keep the principal informed as to the date of probable return to the assignment.

2. **Personal Leave:** Six (6) days of accrued sick leave may be used for the employee's personal business, provided the employee can not take more than four (4) personal days consecutively. An employee planning to use a sick leave day or days for personal business will notify the principal one (1) day in advance. The principal may waive the one-day notice in cases of emergency.

3. There shall be no limit on the number of days of sick leave an employee may accrue, except that at least one-half of this cumulative leave must be established within this district.

4. **Return to Active Employment.** Upon return from sick leave, the employee shall be returned to his/her former position if available or to a substantially similar position for which the employee is qualified, and shall be placed at the same position on the salary schedule as if the employee had been in actual service to the district during such leave. "Substantially similar" as used above shall mean positions requiring the same certification as the former position.

- B. Verification of leave** Upon return from leave as described in paragraph "A" the employee shall complete the necessary forms for verification of the reason for absence. Such forms shall be readily available and submitted to the immediate supervisor by the end of the second full work day following the employee's return from leave.

- C. Extended professional leave with pay:** For the encouragement of continued professional development and resulting improvement in the quality and level of experience of the teaching staff,

extended professional leave with pay for periods not to exceed one school year may be granted by the Board.

1. Any certified employee who has satisfactorily completed six (6) consecutive years teaching service in the school district immediately prior to applying for sabbatical leave may apply for extended professional leave with pay.
 2. An extended professional leave with pay may be granted to permit a certified employee to engage in study, travel study, or research.
 3. A certified employee who requests an extended professional leave with pay for study will be expected to enroll as a full-time student carrying a full load (full-time student as determined by the institution attended) of academic work at an institution of higher learning approved by the appropriate accrediting agency.
 4. The applications for extended professional leave with pay, including a plan for study, travel study, or research, must be submitted to the Superintendent or his/her designee during the period of January 15th to February 15th preceding the school year for which the leave is requested. Applicants will be notified not later than March 31 as to the disposition of their applications. An employee receiving pay while on extended professional leave with pay shall inform the Superintendent, in writing, of his/her intention to either accept or decline such leave. Such notifications shall be given not later than fifteen (15) days after the applicant has been notified of approval of his/her request for leave.
 5. Three (3) employees may be granted extended professional leave during one school year.
 6. An employee making application for his/her first extended professional leave with pay shall have preference over one who has previously had such leave. Upon termination of an extended professional leave, an employee shall not be entitled to another such leave until he/she has completed an additional six (6) years of service in the school district.
 7. The employee who takes an extended professional leave with pay shall agree in writing to teach one (1) year in this school district after returning from such leave. If he/she fails to fulfill this obligation before a two (2) year period has elapsed, he/she shall repay the school district the salary paid him/her while on leave, within thirty (30) days.
 8. During extended professional leave with pay, the employee's insurance premiums provided according to this contract shall be paid by the Board.
 9. Extended professional leave with pay may be counted as one year's experience for the purpose of salary schedule computations.
 10. Extended professional leave with pay shall provide for the employee to receive seventy-five percent (75%) of the salary that the employee would receive if in actual service to the district.
- D. Professional leave days with pay may be granted, upon approval of the School Board, to employees for the purpose of:

1. Attending and/or participating in professional educational meetings relating to educational workshops, seminars, or conferences sponsored by professional educational organizations, colleges, universities or government agencies concerned with public school matters.
 2. Visitations for the purpose of observing instructional techniques or programs.
 3. Serving as an authorized delegate of the Association, to state and/or national affiliate's convention, workshops, or lobbying. The number of days shall not exceed 2.2% of the bargaining unit members for this purpose. As a pilot project, four (4) additional days shall be granted to five (5) identified executive board members for the purpose of receiving training beneficial to the District. A committee of three (3) members appointed by the Superintendent and three (3) members of the Association shall be established for purposes of assessing the pilot project. If needed, ten (10) additional days for Association business shall be reimbursed to the School Board at the substitute daily rate.
- E. Any employee called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter in which the employee is not a party (unless subpoenaed by the other party) shall be paid the normal salary.
- F. When a school has a required night meeting, an employee shall be excused to attend a college credit course provided:
1. The course is needed for recertification or for educational certification in another area, and;
 2. A professional leave form has been submitted and approved by the Martin County School Board. Appropriate documentation must accompany the request.
 3. An employee who teaches an adult education class may be excused from a required night meeting upon submission of a personal leave form to the principal.
- G. Illness-In-The-Line-of-Duty leave not to exceed ten (10) working days shall be granted, without loss of sick leave, to any employee absent from his/her duties because of personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work. In the case of sickness or injury occurring under such circumstances as in the opinion of the Board warrants it, additional leave may be granted.
- H. TERMINAL PAY FOR SICK LEAVE**
1. Employees shall be entitled to receive pay for accumulated sick leave upon retirement, resignation, or death as follows:
 - a) After ten years of service, the daily rate of pay multiplied by fifty percent (50%); or
 - b) After thirteen years of service, the daily rate of pay multiplied by one hundred percent (100%).
 2. Employees qualifying for the above terminal pay must retire or resign at the end of the school year and give ninety (90) days prior notice. The Superintendent may waive these requirements.

I. ANNUAL PAY OPTION FOR ACCUMULATED SICK LEAVE

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

Number of days remaining x the employees daily rate x 80%.

Donations of one day to the sick leave bank shall not disqualify the employee from payment of up to 10 days under the annual pay option for accumulated sick leave.

2. The pay provision is available as an option to each qualifying employee.
3. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.

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 15 of their intent to return to active employment the following school year. Failure to notify the Board by March 15th of intent to return shall be deemed a resignation.

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

1. An employee who is pregnant shall be entitled, upon request, to maternity leave without pay to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her. Said employee shall notify the Superintendent in writing of her desire to take such leave and, except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which her leave is to begin.
 2. A male employee shall be entitled, upon request, to a leave without pay to begin at any time between the birth of his child and one (1) year thereafter.
 3. An employee adopting a child shall be entitled, upon request, to a leave without pay, to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.
- D. An employee who is granted a leave of absence pursuant to Section C above shall be subject to the following:
1. If an employee notifies the Superintendent of his or her desire to return to active employment within sixty (60) days after termination of pregnancy for any reason, or the acquisition of de facto custody of an adopted child, or within sixty (60) days after commencement of the leave, whichever is later, said employee shall, at the beginning of the next semester, be assigned to a position for which he/she is qualified. Employees will notify the School Board no later than sixty (60) days prior to intent to return to active employment. Failure to notify the Board sixty (60) days prior to intent to return to active employment shall be deemed a resignation.
- E. While on leave in accordance with this article:
1. An employee shall have the option to remain an active participant in his/her state teacher retirement system and/or other fringe benefit programs by continuing to pay the amount required.
 2. An employee shall not be denied the opportunity to substitute in the school district by reason of the fact that he/she is on such leave of absence.
 3. An employee shall be given the opportunity, unless otherwise provided, to continue insurance coverage in existing school programs during the leave, provided that the premiums for such insurance programs shall be paid by the employee on a monthly basis in advance of the month due.
- F. A leave of absence without pay for up to one (1) year shall be granted to an employee, upon application, to campaign for or serve in a public office or as an Association official. At the Board's discretion, such leave may be renewed for a second year upon application. An employee returning from such leave shall be returned to employment without prejudice.
- G. A one (1) year personal leave without pay may be granted to up to one-half of 1 (.5%) percent of the bargaining unit, subject to the following terms:
1. The employee shall have five (5) or more years of consecutive service for the Martin County School Board, and a current satisfactory evaluation.

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

ARTICLE XII COMPENSATION

XII.1 Travel compensation

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

XII.2 Reimbursement

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

XII.3 Postings

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

XII.4 Increase effective date

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

XII.5 Autodeposit

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

XII.6 Pay for Performance

The parties shall create a Pay for Performance Committee composed of three each District and MCEA representatives to develop a plan to implement the involved legislative mandate concerning pay for performance. The parties agree that substitution of committee members is permitted as needed.

XII.7 Summer school

- A. Summer school teachers in FTE generating programs will be paid at the hourly rate computed from the annual salary and from the 196 day work year.
- B. Summer school pay will be based on the salary schedule adopted for the days employed.
- C. Sick leave will be generated prorated to the number of hours worked.
- D. Planning time will be provided during the teacher days at the rate of thirty minutes for every 2 hours and 30 minutes of student contact time.
- E. One-half day of preplanning will be scheduled prior to the opening of summer school.
- F. One-half day of post-planning will be provided at the conclusion of summer school
- G. The faculty of each school will review and vote on the school's established criteria for summer school staff selection by the end of the first semester. If more than 50 percent of the votes are negative, a committee will be formed for the purpose of revising the criteria for summer school

staff selection. Each committee shall be comprised of eight (8) members - four (4) appointed by MCEA and four (4) appointed by the principal. This committee shall meet by the first week in February with criteria to be submitted to the principal by March 15. The principal will schedule a faculty meeting to review the committee recommendations. A majority vote of the faculty will be required to adopt the criteria for implementation during summer school.

- H. When combining schools for summer school is necessary, summer school site locations shall be rotated where possible.
- I. The only exception to the above will be exceptional education summer school teachers. A committee shall be formed comprised of eight (8) members - four (4) appointed by MCEA and four (4) appointed by the Director of ESE to establish criteria for ESE summer school staff positions county wide. The ESE teachers shall vote according to the above timelines.

XII.8 Retirement

Each retiring employee (normal retirement only) will receive a terminal pay supplement of 15% of the employee's current annual salary in one lump sum. A participating employee must qualify for retirement under the Florida Retirement System or the Florida Teachers Retirement System and notify the Director of Human Resource and Staff Development ninety (90) days prior to the projected retirement date in order to receive this supplement. The Superintendent may waive the notice requirement. This supplement will be paid only once and is included as a portion of the final year's salary.

XII.9 Optional retirement annuity

- A. With the exception of those employees who would have been eligible for early retirement within the next seven years, the early retirement option shall be eliminated upon approval by the State of Florida. Those employees who would have been eligible for early retirement within the next seven years shall be grandfathered under the prior provisions for early retirement, with the following exceptions:
 - 1. Grandfathered employees shall have 30 days following ratification, or until November 1, 2002, whichever comes first, to elect the early retirement option.
 - 2. Grandfathered employees who do not elect the early retirement option within the above deadline shall not be eligible for early retirement.
 - 3. Following the deadline, no grandfathered employee shall be permitted to make any change of election (either to opt in or to opt out).
 - 4. Opting to retire early shall be executed in writing and addressed to the Director of Personnel, Superintendent, and the MCEA President.
- B. Associated economic provisions
 - 1. The annual savings from the elimination of Early Retirement shall be calculated actuarially by Price Waterhouse.

2. The savings from the elimination of the Early Retirement, minus the present value cost of the grandfathered employees' early retirement, will be converted to salary dollars.
 3. Anticipated savings in the amount of \$227,110 are advanced by the Martin County School Board into the attached salary schedule.
 4. Actual savings shall be disbursed by April 15, 2003, upon the approval of the State of Florida.
 5. Savings in amounts up to \$227,110 shall accrue to the Board in repayment of amounts advanced.
 6. Amounts in excess of \$227,110 shall be distributed on the 2002-2003 salary schedule. Distribution shall be at the discretion of the MCEA.
 7. Other than for grandfathered employees, after the funding and distribution of the early retirement economic provisions, this section will not have effect on future contract years.
- C. The Board shall provide payment for single health insurance coverage to the HMO level for employees retiring after November 1, 2002 as follows:

Years of Service(%) Payment of Premium in Martin County

15-----	25%
20-----	50%
25-----	75%
30-----	100%

- D. 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 fulltime employees, as part of the core benefit package, a group term life insurance policy in the amount of \$35,000 for each employee under age 65. This policy reduces 35% (\$22,750) for employees age 65 to 69, and 50% at age 70 (\$17,500 policy).
- B. The Board will provide a core benefits package to all fulltime employees, without cost, which will include: medical, dental, vision, and life insurance. Medical insurance will be funded to the HMO level. Full-time employees are defined as employees in a regular position that are regularly scheduled to work at least 37 ½ hours a week. Full-time employees shall be eligible to receive core insurance benefits at no cost. The fulltime employee can elect dependent coverage if the employee pays the total cost of the dependent coverage. Part-time employees are defined as employees in a regular position that are regularly scheduled to work at least 20 hours but less than 37 ½ hours a week. They are eligible to receive a 50% contribution to the core benefits package if they elect to enroll in an insurance benefit and may only purchase single coverage. In the event both the husband and wife are employed by the Board, each will receive credit for the above plan. The effective date of coverage for new employees shall be the first of the month coinciding with or next following 30 days of employment in a benefit eligible position, transfer to an eligible position, or return from an unpaid leave of absence.
- C. Cafeteria Benefit Plan
- 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 agrees to provide \$200 annually (\$16.67) per calendar month for full time employees and \$100 annually (\$8.33) per calendar month for part-time employees to the Cafeteria Plan Administrator for each eligible employee, effective July 1, 2002. Plan administration fees shall be deducted from this amount.
 - The Board and Association will jointly appoint a plan administrator to serve for the new plan year, and the term will automatically expire at the end of the plan year unless further extended by mutual written consent of the board and Association. In the event that a plan administrator cannot be agreed upon by both the Board and the Association, then in that event, the current cafeteria plan of benefits shall expire at the end of the plan year, and the monthly board contribution will be paid directly to eligible active employees for the months of such employment as a one-time supplement. This one-time salary supplement will be paid in lieu of the cafeteria

plan benefits. Such monthly payments will expire in the event of the installation of an alternative benefit plan or on June 30, 1995, whichever occurs first.

d. The Board and the Association recognize that the tax consequences to individual employees resulting from employee benefit programs such as the Cafeteria Plan is in a state of Congressional debate and uncertainty at the present time. Neither the Board nor the Association assumes any responsibility nor liability for individual tax consequences which may occur as a result of employee participation or non-participation in this benefit program. Each employee is to determine for himself or herself the tax effect of the plan participation or non-participation, and no representations nor guarantees are made or implied by either the Board or the Association as to the tax effect of plan participation or non-participation for individual employees.

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

E. 401(a) Special Pay Plan

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

XIII.2 Sick leave bank

A. **Membership:** A sick leave bank shall be established for optional participation by bargaining unit employees. An employee with one year or more of service shall have six (6) or more days accrued sick leave in order to contribute for his/her initial participation. When the bank has less than two (2) days per each sick leave bank member on June 30 of any year, all continuing sick leave bank participants shall automatically donate a day to the sick leave bank. Employees who return to work during the school year shall be assessed one day upon returning to active duty. Upon membership, authorization is given for automatic contribution of one (1) day per year when sick leave bank maintenance is needed. A sick leave day donated to the bank by an employee will be returned to the employee except as authorized hereinafter.

B. **Establishment and duration:** The sick leave bank will not come into existence until at least 100 days are deposited and shall remain in existence until terminated through the collective bargaining procedure or other appropriate procedure.

C. **Procedures:** The personnel and payroll departments shall establish and the Association will comply with procedures for identifying and recording contributions to the bank and for complying with any applicable governmental regulation of sick leave or sick leave banks or associated record keeping.

- D. Bank utilization:** In the event of catastrophic illness or injury of a participating employee necessitating the employee's absence from work over an extended period of time, a participating employee may receive paid leave under the following conditions:
1. Any sick leave drawn from the bank by a participating employee must be used for said employee's personal illness, accident, or injury.
 2. An employee must have exhausted all sick leave to become eligible for sick leave bank benefits.
 3. Any employee wishing to draw from the sick leave bank must have been absent for a minimum of fifteen (15) consecutive workdays.
 4. Application for use of the sick leave bank must be made to the Director of Human Resources and Staff Development seven (7) working days in advance of anticipated need. Such application shall include:
 - a. A doctor's statement certifying the illness and the necessity for the protracted leave. Reapplication to the sick leave bank must be accompanied by a doctor's certification that the current illness/injury is not the same or related to an illness/injury used for sick leave bank benefits in the past.
 - b. Certification by the employee of the date on which all regular sick leave will be exhausted and the date on which the sick leave bank is to be used.
 5. An employee may draw a maximum of forty (40) days for the same illness or injury.
 6. After using forty (40) days from the sick leave bank, an employee may not withdraw again until the employee has worked for ninety (90) working days.
 7. An employee who is a member of the sick leave bank shall not be eligible to use sick leave from the bank if he/she is on injury or illness in the line of duty, workmen's compensation, or other approved leave.
 8. Upon receipt of application for sick leave bank benefits, the Director of Human Resources and Staff Development shall certify eligibility, notify the employee of eligibility, and send notice to the Association of sick leave bank usage.
- E. Continuity and limits:** If on June 30 of any year the sick leave bank has more than two (2) days per each sick leave member in the account, all participating employees will continue eligibility for the ensuing fiscal year and only new participants will contribute a day to qualify for participation.
- F. Participation abuse:** If any employee is found to have abused the use of the sick leave bank, that employee shall repay all of the sick leave credit drawn from the bank and be subject to such other disciplinary action as determined by the School Board through appropriate established procedures.
- G. Withdrawal of participation:** A participating employee who chooses to withdraw from participation in the sick leave bank shall not be eligible to withdraw any sick leave

already contributed. Withdrawal will be effective when the employee fails to meet the condition in paragraph "A" above.

H. Termination: If the sick leave bank is terminated for any reason, the balance of days in the account shall be equally distributed into the individual accounts of the current (last) participants. However, no employee may receive more sick leave credit under this paragraph (H) than he/she has transferred into the bank.

I. Hold harmless: The Association and members of the bargaining unit shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken, by the Board, for the purpose of granting this procedure for employees to use this sick leave.

ARTICLE XIV CONTRACT AGREEMENT

XIV.1 Terms of contract Agreement

- A. This contract shall be effective as of July 1, 2002 and shall remain in force and effect through June 30, 2005. This does not eliminate the possibility of implementing legislative mandates and impact bargaining through negotiations when required.
- B. Should any provisions of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, said provision shall be amended to the extent that it violates the law by mutual agreement; but the remaining provisions shall remain in full force and effect for the duration of this Agreement, if not affected by the deleted or amended provision.
- C. Whenever any notice is required to be given by either of the parties to this contract to the other party, either shall do so by registered letter or facsimile at the following addresses:
 1. If by the Board to the Association at: 668 S.E. Monterey Road, Stuart, FL 34997
 2. If by the Association to the Board at: Director of Human Resources, 500 East Ocean Boulevard, Stuart, FL 34994

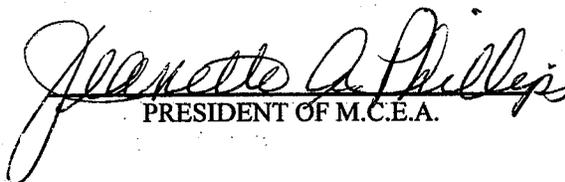
DISCLAIMER

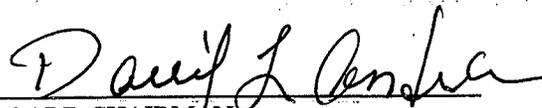
The parties have agreed to adopt a new 2002-2003 contract format proposed by the MCEA, which memorializes the agreement between them. It is the specific intent of the parties that the new format produces no changes in the interpretation or application of the contract.

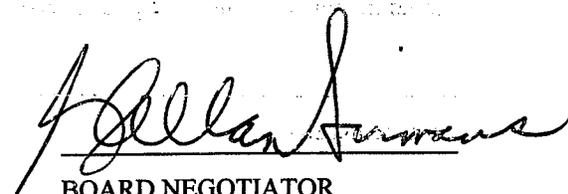
**SCHOOL BOARD OF
MARTIN COUNTY**

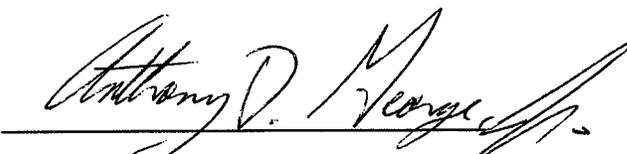
**MARTIN COUNTY
EDUCATION ASSOCIATION**


SUPERINTENDENT


PRESIDENT OF M.C.E.A.


BOARD CHAIRMAN


BOARD NEGOTIATOR


CHIEF NEGOTIATOR, M.C.E.A.

APPENDIX A GRIEVANCE FORM

Grievance Form—Level One

NAME OF GRIEVANT: _____ DATE FILED: _____

Name of Designated Representative: _____

Date of Alleged Violation (incident): _____

Date of Knowledge of Alleged Violation (incident): _____

Time of Alleged Violation: _____ Place: _____

Employee's Home Phone: () _____

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

Statement of Dispute: _____

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

Relief Sought: _____

Signature of Grievant

Signature of Designated Representative

Decision of Level I Management Representative:

Signature of Level I Management Representative

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

Signature of Grievant

Signature indicates only receipt of decision

Completion Date _____

C: MCEA
Superintendent
Attorney
Director of Human Resources and Staff Development

