

COLLECTIVE BARGAINING AGREEMENT

between the

MARION EDUCATION ASSOCIATION

and the

SCHOOL BOARD OF MARION COUNTY

2025-2028

Board Approved: August 25, 2026

~An Equal Opportunity School District~

COLLECTIVE BARGAINING AGREEMENT
between
MARION EDUCATION ASSOCIATION
and the
SCHOOL BOARD OF MARION COUNTY

TABLE OF CONTENTS

COLLECTIVE BARGAINING AGREEMENT 1

ARTICLE 1.00 RECOGNITION 1
Section 1.01 Right to Organize 1
Section 1.02 Recognition 1
Section 1.03 Exclusivity 1
Section 1.04 Instructional Employee Classification 2
Section 1.05 Definitions 2

ARTICLE 2.00 EQUAL EMPLOYMENT 4
Section 2.01 Maintenance of Rights 4
Section 2.02 Non-Discrimination 5
Section 2.03 Veterans' Preference 5
Section 2.04 Sexual Harassment and Hostile Work Environment 5
Section 2.05 Inappropriate Behavior Prohibited 5
Section 2.06 Association Membership 5

ARTICLE 3.00 ASSOCIATION RIGHTS 5
Section 3.01 Association Dues 5
Section 3.02 Use of District Facilities 7
Section 3.03 District Financial / Employee Data 7
Section 3.04 Association Meetings 7
Section 3.05 School Committees 8
Section 3.06 Specialized Area Committees 8
Section 3.07 Labor Relations Committee 8
Section 3.08 Classification Description 8
Section 3.09 Association Bulletin Boards and Communications 9
Section 3.10 New Teacher Orientation 9
Section 3.11 District Committees 9
Section 3.12 Copies of Agreement 9
Section 3.13 Courier Service 10
Section 3.14 Association Business 10
Section 3.15 Release Time for Association President 10
Section 3.16 Right to Representation 10
Section 3.17 Grant Proposals Requiring Additional Work 11

ARTICLE 4.00 DISTRICT RIGHTS 11
Section 4.01 District Rights 11
Section 4.02 Terms and Conditions of Agreement 11

ARTICLE 5.00 GRIEVANCE and ARBITRATION PROCEDURES 12

Section 5.01 Definition of a Grievance 12
Section 5.02 Exclusions 12
Section 5.03 Time Limits in Grievance Procedure 12
Section 5.04 Grievance Procedure 13
Section 5.05 Arbitration Procedure 13

ARTICLE 6.00 CONDITIONS OF EMPLOYMENT 14
Section 6.01 Notice of Arrests and Convictions 14
Section 6.015 Personal Qualifications 14
Section 6.02 Professional Dress Code 15
Section 6.03 Use of Personal Electronic Communication Devices (PECD) 15
Section 6.04 Storage Space for Personal and/or Instructional Materials 15
Section 6.05 Teacher's Edition of Textbook(s) 15
Section 6.051 Academic Freedom 15
Section 6.06 School Facilities 16
Section 6.07 Safe Working Conditions 16
Section 6.08 Delivery of Specialized Health Care to Students 16
Section 6.09 Posting of Vacancies 17
Section 6.095 Application for Another Classification 17
Section 6.10 Voluntary Transfers 17
Section 6.11 Involuntary Transfers 18
Section 6.12 Assignment to Additional School Activities 19
Section 6.13 Notification of Tentative Assignment Changes in Assignment 19
Section 6.14 Changes in Assigned Classroom 20
Section 6.15 Replacement Positions 20
Section 6.16 Job Sharing 20
Section 6.17 Work Day 21
Section 6.171 Compensatory Time 22
Section 6.172 Extended Instructional Time 22
Section 6.173 Sign-in Procedures 23
Section 6.18 Preparation and Planning Time 23
Section 6.19 Pre-School-Year Preparation and Planning Time 24
Section 6.20 In-Service Training / Professional Development 24
Section 6.21 Performance Assessment of Supervisors 24
Section 6.22 Performance Evaluation of Employees 24
Section 6.225 Consequences of Performance Assessment 26
Section 6.23 Employee Discipline for Performance 27
Section 6.235 Employee Discipline for Misconduct 29
Section 6.24 Use of Audio and Video Surveillance 29
Section 6.25 Supervision of Students 29
Section 6.26 Discipline of Students 30
Section 6.27 Removal of Students Pursuant to District Authority 30
Section 6.28 Removal of Students Pursuant to Statutory Authority 30
Section 6.29 Complaints Against Employees 31
Section 6.30 Assignment of Interns 32
Section 6.31 Assignment of Students in Grades K through 5 32
Section 6.32 Classroom Observations/Visits 32
Section 6.325 Educational Professionals Classroom Visits 32

Section 6.33 Use of Substitute Teachers 33
Section 6.34 Quarterly Workdays and End of Year Grade Reporting 33
Section 6.35 Department/Grade Level Chairpersons Selection Process… .... …34
Section 6.36 Miscellaneous Provisions 34

ARTICLE 7.00 LAYOFF AND RECALL 35
Section 7.01 Layoff 35
Section 7.02 Layoff Procedures 35
Section 7.03 Procedure for Ties in Seniority 36
Section 7.04 Responsibilities of Separated Employees 36
Section 7.05 Recall Procedures 37
Section 7.06 Applicability of Article 37

ARTICLE 8.00 LEAVES OF ABSENCE 37
Section 8.01 Leave of Absence 37
Section 8.02 Sick Leave 38
Section 8.025 Sick Leave Donation to Non-Family Members 39
Section 8.03 Sick Leave Bank 39
Section 8.04 Family and Medical Leave 41
Section 8.05 District Medical Leave 42
Section 8.06 Personal Leave 42
Section 8.065 Parental Leave 43
Section 8.07 Paid Administrative Leave 44
Section 8.08 Military Leave for Reserve Duty 44
Section 8.09 Military Leave for Active Duty 44
Section 8.10 Jury Duty and Court Attendance 45
Section 8.11 Job-Related Injury/Illness 45
Section 8.12 Professional Leave 45
Section 8.13 Leave for National Board Certification 46
Section 8.14 Leave for Public Office 46
Section 8.15 Domestic Violence Leave 46
Section 8.17 Bereavement Leave 46

ARTICLE 9.00 COMPENSATION 47
Section 9.01 Direct Deposit 47
Section 9.02 196-Day Salary Schedule 47
Section 9.03 Placement on the Wage Schedule 47
Section 9.04 Performance Pay 49
Section 9.07 Moving Stipend 49
Section 9.08 Summer School Compensation 49
Section 9.09 Grants and Special Projects Salary Schedule 49
Section 9.10 Workshop Compensation 49
Section 9.11 Additional Workday Compensation 50
Section 9.13 Extra Duty Supplements 50
Section 9.14 Differentiated Pay 51
Section 9.15 Payment for Advanced Degrees and Additional Graduate Credits 51
Section 9.16 Training Salary Schedule 52
Section 9.18 Employee Attendance Incentive 52
Section 9.20 Armed Forces Instructor Contract 53

ARTICLE 10 BENEFITS 53
Section 10.01 Representation on Insurance Committee 53
Section 10.02 Insurance 53
Section 10.03 Retirement 54
Section 10.04 Terminal Pay 54
Section 10.05 Paid Holidays 55
Section 10.06 Discount for Extended Day Childcare 55
Section 10.07 Employee Assistance Program (EAP) 55

ARTICLE 11 MISCELLANEOUS PROVISIONS 56
Section 11.01 Charter School 56
Section 11.02 School Advisory Council 56
Section 11.03 School Improvement Plan 56
Section 11.04 Labor/Management Committees 56
Section 11.05 Retroactivity 57

ARTICLE 12 DURATION 57
Section 12.01 Duration 57
Section 12.02 Reopeners 57
Section 12.03 Changes to Agreement 58
Section 12.04 Savings Clause 58

Notification of Nondiscrimination 59

Signature Page 60

Addendum A 61

Addendum B 62

Addendum C 65

Addendum D 72

Addendum E 77

COLLECTIVE BARGAINING AGREEMENT
between the
Marion Education Association
and the
School Board of Marion County
2025-2028 (Board Approved 08/25/2026)

This Agreement is between the Marion Education Association (hereinafter called the Association) and the School Board of Marion County (hereinafter called the District).

WITNESSETH:

WHEREAS, the Association and the District have engaged in collective bargaining with respect to the rate of pay, wages, hours, and other terms and conditions of employment of the certified bargaining unit, and

WHEREAS, the Association and the District desire to reduce their agreement with respect to such matters to writing,

THEREFORE, in consideration of the mutual covenants and promises herein contained, the Association and the District hereby agree as follows:

Article 1
Recognition

Section 1.01 - Right To Organize

The District hereby agrees that its employees will have the right to organize, join, and support the Association for the purpose of engaging in collective bargaining and other lawful activities for their mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Florida, the District undertakes and agrees that it will not deprive or coerce any employee in the enjoyment of any right conferred by this Agreement, or in the institution of any grievance or proceeding under this Agreement.

Section 1.02 – Recognition

The District hereby recognizes the Association as the exclusive bargaining representative of employees defined in the certification instrument (Case #8H-RA-754-1029: Certificate #15) ordered by the Florida Public Employees Relations Commission on the 28th day of March 1975 and entered the 9th day of April, 1975 in Tallahassee, or as may be amended by the Public Employees Relations Commission in accordance with state statute.

Section 1.03 – Exclusivity

All rights and privileges in this Agreement are conveyed exclusively to the Association.

Section 1.04 - Instructional Employee Classifications

The bargaining unit consists of all instructional employees of the District in the classifications listed in Addendum A of this Agreement.

Section 1.05 - Definitions

The following definitions will apply for all purposes of this Agreement.

Administrator - An employee's immediate supervisor, unless otherwise indicated. The term "Administrator" or "Administrators" will refer to any and/or all of the following District classifications: Program Manager, Assistant Principal, Principal, Coordinator, Supervisor, Director, Area Superintendent, Executive Director, Senior Executive Director, Chief Financial Officer, Deputy Superintendent, and Superintendent.

Annual Contract - A document providing a limited term of instructional employment to an untenured (as opposed to a Permanent) employee of the District.

Annual Employee(s) - An employee on annual contract who has completed probationary contract status with the District and must be reappointed each year for continued annual employment. Annual employees are:

(a) employees hired after 01/01/2008 who have not been granted PSC
(b) employees transferred from outside this bargaining unit after 7/01/2011
(c) JROTC Commissioned and Non-Commissioned Officers
(d) retired employees hired after 7/01/2007
(e) select employees hired prior to 01/01/2008 who did not meet criteria for PSC prior to statute change.

Calendar Day(s) - A unit of measurement for a 24-hour period from 12:00 midnight and continuing through the subsequent 12:00 midnight hour.

Change of Assignment – An administrator-initiated change (e.g., a change in courses or grade level) in work assignment within the same classification. For District-based positions, this also includes a change in school/worksite.

Classification - One of the job groups referenced in Section 1.04 and listed in Addendum A of this Agreement.

Compensatory Time - Compensatory Time is granted and awarded by a supervising administrator for the voluntary participation of an employee in school events and activities that occur beyond the 7.75-hour work day for which the employee is not compensated by a stipend, supplement, or hourly remuneration.

Employee(s) - A person occupying any of the classifications included in the bargaining unit and covered by this Agreement.

Employment Services Division (ESD) - The Division of the District's Human Resources Department that is responsible for the employment services required by the District, including, but not limited to, recruitment and selection, equal employment, employee retention, classification and compensation, and personnel

administration (e.g., employee contracts and instructional certification) substitute teachers, policy and procedure management, maintenance of personnel files and records, etc.

Fiscal Year - The District's business/financial year, which runs from July 1 to June 30 of each year.

FS - Shorthand for *Florida Statutes*.

Instructional Contract Status - Refers to whether an employee is on Probationary, Annual, Professional Service or Continuing Contract status.

Instructional Day - That part of a Work Day during which employees supervise students.

Instructional Level - Elementary, middle or high school.

Instructional Position - A budgeted instructional unit.

Member - An employee who is paying dues to the Association

Modified Calendar School - A school in which length of workday, workweek and/or school year varies from the District norm.

Permanent Employee(s) - An employee on a Professional Services Contract or a Continuing Contract.

Personnel File - All records, information, data, or materials in any form whatsoever that are uniquely applicable to a District employee and maintained by the District's Employment Services Division (ESD) in compliance with *Florida Statutes*, as well as any other public records uniquely applicable to the employee.

Preparation and Planning Time - Refers to a block of time where teachers are free from other obligations so that they may plan lessons, prepare their classrooms for use, grade papers, check and respond to physical, voice, and electronic mail, and other tasks they deem necessary to the effective execution of their professional responsibilities. The overall planning time includes collaborative preparation and planning time, as referenced in Section 6.18.

Probationary Employee(s) - An employee during their first year of employment within the bargaining unit. If an employee has a break in service, they will serve a probationary year upon re-employment.

Probationary Year - Credit for the probationary year is defined as one-half of the full contract year plus one day for that position. The probationary year ends at the end of the school semester during which the required number of probationary days has been completed. Employees recommended for subsequent reappointment will be issued an annual contract.

Replacement Employee(s) - An employee filling an occupied instructional position while the incumbent of such position is on an approved leave of absence. Replacement employees will be placed on the salary schedule based on their teaching experience and in accordance with Section 9.03 – Placement on the Salary Schedule. Additionally, replacement employees who remain in the same occupied instructional position for 16 weeks or more and are recommended to return by their site administrator will be placed in a vacancy for which they are certified at the school where they served as replacement employee or in the District if no such vacancy exists.

School Board - The Marion County School Board.

Seniority - Most recent consecutive, uninterrupted years of instructional service with the District.

State Certified - Status of an employee who meets the requirements of Florida Teacher's Certification for an instructional position.

Superintendent - The appointed official who serves as the Chief Executive Officer of the Marion County Public Schools.

Teacher(s) - An employee assigned to instructional responsibilities.

Temporary Duty Elsewhere [TDE] - Assignment for a defined period of time to a work site other than an employee's regular work site.

Temporary Employee(s) - An instructional employee filling an unoccupied (vacant) instructional position. A temporary employee's contract is for a defined period of time not to exceed the end of the School Year. Temporary Employees may only be used during the first thirty (30) calendar days of the school year and after the 120th day of the school year. Temporary Employees will be paid according to the salary schedule below. However, beginning May 1st of each school year, the District may elect to fill a vacant position for the remainder of the school year with a substitute teacher.

TEMPORARY INSTRUCTIONAL EMPLOYEE
2026-2027 SALARY SCHEDULE

POSITION	SALARY/CREDENTIALS
Certified Temporary Instructor – (Out of Field)	**$132.00 per day (no benefits) (BA degree or higher AND eligible for FL certification) Must sign an Out-of-Field Agreement**
Certified Temporary Instructor – (In Field)	**$142.00 per day (no benefits) (BA degree or higher in the position held)**

Work Day(s) - The 7.75-hour, Monday through Friday days on which instructional personnel are expected to report, excluding Paid Holidays recognized by this Agreement.

Work Site - An individual school, department, or instructional assignment.

Article 2
Equal Employment

Section 2.01 – Maintenance of Rights

Employees will maintain all rights to which they are entitled under the Constitution of the United States, Federal law, the Florida State Constitution, and Florida State law.

Section 2.02 – Non-Discrimination

(a) Neither the District nor the Association will discriminate against employees because of sex, marital status, sexual orientation, race, color, national origin, age, religion, disability, or political affiliation or belief.

(b) The District and the Association will comply with all applicable Federal and Florida State laws regarding the reasonable accommodation of disability.

Section 2.03 – Veterans' Preference

The District and the Association will comply with all applicable Federal and Florida State laws regarding Veterans' Preference.

Section 2.04 – Sexual Harassment and Hostile Work Environment

Complaints alleging sexual harassment or a hostile work environment may either be grieved under Article 5 (Grievance and Arbitration Procedures) of this Agreement or be processed pursuant to Policy 3362 (Anti-Harassment) of the Marion County School Board but not pursuant to both procedures.

Section 2.05 – Inappropriate Behavior Prohibited

(a) An employee will not be subjected to harassment, inappropriate behavior or interference by a parent or any other person in the performance of the employee's duties. An employee will not be expected to remain in any meeting in which prohibited behavior occurs.

(b) Inappropriate behavior includes chronic and continuous badgering, as well as verbal abuse. Verbal abuse includes abusive language, yelling, insults, threats, and profanity.

(c) Administrators will take appropriate steps to ensure that employees are not subjected to harassment, inappropriate behavior, or interference as described in this Section.

Section 2.06 – Association Membership

Neither the District nor the Association will discriminate against employees because of membership or non-membership in the Association. However, the Association is under no obligation to represent non-members other than in collective bargaining pursuant to FS Chapter 447.

Article 3
Association Rights

Section 3.01 – Association Dues

The parties agree that as of July 1, 2023, the following language is currently unenforceable and void due to legislation passed in the 2023 Florida Legislative Session:

(a) Transmittal

Employees who elect to become members of the Association may authorize payroll deduction of membership dues for transmittal to the Association subject to the conditions of this Agreement.

(b) Revocation

(1) An authorization for dues deduction pursuant to the provisions of Section 3.01(a) will continue unless revoked by the employee.

(2) Association Dues deduction may be revoked upon receipt of written request to the Association and District. Revocation will take place within thirty (30) calendar days of the written request;

(3) The Association will be responsible for delivering the dues revocation written request to the District's Payroll Division. Payroll deductions will cease following receipt of the dues revocation written request by the District's Payroll Division.

(c) Continuous Deduction

The Association's right to payroll deduction will continue as long as the Association remains the certified bargaining agent for employees in the bargaining unit, unless revoked pursuant to FS Section 447.303.

(d) Annual Certification

As close as possible to July 1 of each year, the Association will certify to the District the total amount of uniform dues and assessments to be deducted for the period commencing July 1 and ending June 30 of each year.

(e) Equal Deduction

Pursuant to Section 3.01(a), $1/20^{th}$ of the total dues certified by the Association will be deducted from twenty (20) paychecks of the employee. Payroll deductions begin upon receipt of a payroll deduction authorization form by the District's Payroll Division.

(f) Remittance

Association dues deducted by the District pursuant to Section 3.01(a) will be remitted to the Association once per month. Remittance will be made to the Association within a week after the previous month's deductions, excluding the month of December.

(g) Conflicts

In the event of a conflict between the terms of this Agreement and any authorization for dues deduction submitted to the District**,** the provisions of this Agreement will prevail.

(h) Hold Harmless

The Association will indemnify and hold the District harmless from any claim or demand asserted by an employee against the District by virtue of the District's performance of the provisions of this Agreement.

Should the Florida Statute change allow dues assessments to be deducted through employee payroll, the parties will schedule a meeting within fifteen (15) days to enter into negotiation to restart the ability to deduct dues from employee payroll.

Section 3.02 – Use of District Facilities

Upon prior approval of the District's Senior Executive Director, Operations, the Association will be allowed to use District facilities for Association meetings. Such meetings will not cause interference with or interruption of a school service or function. When special services are required as a result of such use, the Association will pay a reasonable charge.

Section 3.03 – District Financial / Employee Data

At the Association's request and payment for charges of reproduction, the District agrees to furnish the Association copies of any information provided by the Superintendent to the School Board concerning the financial resources and financial condition of the District, including its budget, monthly and annual financial reports, information relative to members of the bargaining unit, pupil enrollment, attendance data, etc.

The district will furnish the association a monthly excel report, no later than the tenth (10^{th}) of the month, to include the following information relative to members of the bargaining unit unless otherwise exempt by law:

1. Employee identification and contact information to include name, date of birth, gender, race/ethnicity, employee ID number, mailing address, and phone number.

2. Employee worksite information to include job classification, worksite location, position assignment, district email address, date of hire, employment status, wage/hour information, and bargaining unit experience.

Section 3.04 – Association Meetings

(a) Faculty meetings may be extended for approximately ten (10) minutes for the purpose of announcements and dissemination of Association news. The extension of time will be requested by the Association Representative twenty-four (24) hours prior to the beginning of the faculty meeting unless otherwise agreed and will not be deducted from the calculated planning time for the week.

(b) The Association Representative may request to hold an Association meeting once a month during non-student contact time. The Administrator will approve the time and place of the meeting in advance. This meeting time will not be deducted from the calculated planning time for the week.

Section 3.05 – School Committees

(a) The Association Representative will facilitate the election of association members to a School Committee of no fewer than three (3) and no more than seven (7) members.

(b) Upon the request of either the Association or the District, a School Committee will meet with the school's Administrator to hold discussions which will include, but not be limited to: (1) supplementary texts; (2) materials; (3) supplies and equipment to be purchased within budget allocation for that school or department; and (4) issues within the school relating to the implementation of this Agreement or District-wide policies.

(c) The party requesting a meeting will submit a meeting agenda to the other at least twenty-four (24) hours prior to the meeting.

(d) Time spent participating in the committee meeting will not be deducted from the calculated planning time for the week.

Section 3.06 – Specialized Area Committees

(a) Members not assigned to a particular school, but who can be grouped by their area of specialization, will elect a Specialized Area Committee of no fewer than three (3) and no more than seven (7) members.

(b) Upon the request of either the Association or the District, a Specialized Area Committee will meet with the appropriate Administrator to hold discussions which will include, but not be limited to: (1) supplementary texts; (2) materials; (3) supplies and equipment to be purchased within budget allocation for that school or department; and (4) issues within the area of specialization relating to the implementation of this Agreement or District-wide policies.

(c) The party requesting a meeting will submit a meeting agenda to the other at least twenty-four (24) hours prior to the meeting.

Section 3.07 – Labor Relations Committee

The Association will appoint a committee of up to six (6) employees representing the elementary, middle and high school levels to meet with the Superintendent's designee four (4) times per year, at a time convenient to both the Association and the District, for the purpose of reviewing safety matters, personnel matters and the administration of this Agreement. These meetings will not supplant collective bargaining or the grievance procedure. Each party will submit a meeting agenda to the other at least twenty-four (24) hours prior to the meeting.

Section 3.08 – Classification Description

(a) A description for each classification covered by this Agreement will be developed and maintained by the District and posted on the District's website.

(b) Classification descriptions will include, at a minimum:
(1) classification title;

(2) minimum requirements/qualifications;

(3) performance responsibilities; and

(4) physical and/or special requirements/qualifications, if any.

(c) The District will meet with the Association regarding any new or amended classification descriptions prior to submission for School Board approval.

Section 3.09 – Association Bulletin Boards and Communications

(a) The Association will have the right to post notices of activities and matters of Association concern on an Association bulletin board in the employee lounge. Only official Association material may be posted and no material will be posted which, by the nature and manner of presentation, impairs the orderliness or cleanliness of the premises, distracts those lawfully on the premises from pursuit of their assigned tasks, or otherwise disrupts or impairs use of the premises for its intended purpose.

(b) The Association Representative will have access to employee mailboxes to distribute materials relating to Association activities and matters of Association concern. A courtesy copy of material distributed in mailboxes will be provided to the appropriate Administrator at least twenty-four (24) hours prior to distribution.

(c) Where electronic bulletin boards and/or mailboxes are used, the Association will be given access to such media to distribute materials relating to Association activities and matters of Association concern. A courtesy copy of material distributed by any such media will be provided to the appropriate Administrator at least twenty-four (24) hours prior to distribution.

Section 3.10 – New Teacher Orientation

(a) An Association Representative will be included in the District's planning of the annual New Teacher Orientation.

(b) The Association will be allowed a scheduled time of no more than thirty (30) minutes during the annual New Teacher Orientation and will be allowed to distribute Association materials in the District's new hire packet.

Section 3.11 – District Committees

The Association will appoint/select all employees serving as a Bargaining Unit representative on a committee, task force, council and/or body created or maintained by the District to deal with terms and conditions of employment.

Section 3.12 – Copies of Agreement

This Agreement will be available to employees on the District website not later than thirty (30) calendar days after ratification by the Association and the School Board.

Section 3.13 – Courier Service

The United Service Unit Office will be a regular stop on the courier route subject to normal courier schedules and restrictions.

Section 3.14 – Association Business

(a) The Association will be authorized to allocate up to twenty (20) days of paid leave per fiscal year to its members to engage in Association business. Leave required for members of the bargaining team to negotiate at the table will not be counted against the allocation of 20 days.

(b) The Association will give the District no less than three (3) workday's notice of the use of such leave.

(c) When any such days are used, the Association will reimburse the District for the cost of a substitute, if needed.

Section 3.15 – Release Time for Association President

(a) The duly elected President of the Association will be released from their regular duties to perform the duties of Association President for the term of their presidency. Said release will be on a half-time or full-time basis, depending on the Association's ability to satisfy the fiscal obligation contained in (b) of this Section.

(b) The District will serve as fiscal agent for the payment of the President's salary, benefits, and fixed charges, provided the Association reimburses the District the total amount of any and all sums paid to or on behalf of the Association President. Reimbursement will be paid by the Association no later than thirty (30) calendar days after receipt of notice from the District.

(c) The President will be considered a full-time employee and will enjoy all rights, benefits, and entitlements appertaining thereto.

(d) At the end of their presidency, the employee will maintain their seniority and accrued leave and will be restored to their former classification in a position for which the employee is State Certified.

(e) While serving in this capacity, the Association President will receive annual salary increases equal to those awarded to an individual on the Grandfathered Salary Schedule with an evaluation of Effective.

(f) The Association President will be eligible for an advanced degree supplement if they meet the district eligibility requirements for said supplements.

Section 3.16 – Right to Representation

Members will be allowed Association Representation in any investigation and at any meeting that may result in employee discipline (see Section 6.23 of this Agreement).

Section 3.17 – Grant Proposals Requiring Additional Work

Any school-based Administrator preparing a grant proposal requiring additional work to be done by an employee will provide a copy of the proposal to the Association prior to the proposal's submission.

Article 4
District Rights

Section 4.01 – District Rights

(a) Subject to the Laws of Florida and the United States, Florida State Regulations, and the express provisions of this Agreement, the District has the sole and exclusive right to do the following:

(1) Direct, hire, promote, transfer, assign, and retain employees; and to suspend, demote, discharge, or take other disciplinary action against employees;

(2) Relieve employees from duty because of lack of work or for other legitimate reasons;

(3) Maintain the efficiency of the District's operations;

(4) Determine the methods, means, and personnel by which the District's operations are to be conducted; and/or

(5) Take whatever action may be necessary to carry out the mission of the District in situations of emergency.

(b) No provision of this Agreement will be construed so as to abridge the authority and power of the District as established by constitutional provision, statute, or State Board of Education Regulations. The District will be relieved of performance or compliance with any term or condition hereof if such compliance is contrary to any Constitutional provision, statute, or State Board of Education Regulation adopted, enacted, or having an effective date subsequent to commencement of the term of this Agreement, provided, however, that none of the terms of this Agreement will be deemed a waiver by the Association or individual employee of any rights otherwise secured by law.

Section 4.02 – Terms and Conditions of Agreement

This Agreement constitutes the entire agreement between the Association and the District with respect to wages, rates of pay, hours of employment, and other conditions of employment. Wages, rates of pay, hours of employment, and other conditions of employment not expressly determined by this Agreement will be deemed to be within the sole authority of the District.

Article 5
Grievance and Arbitration Procedures

Section 5.01 – Definition of a Grievance

(a) A grievance is any dispute between the District and an employee or between the District and the Association regarding the interpretation or application of the specific terms of this Agreement.

(b) Disciplinary action taken against an employee will be subject to the Grievance Procedure, except as provided in Section 5.02 (Exclusions) of this Article.

(c) The Association may submit a grievance either as the representative in a class action involving more than one (1) employee or on behalf of the Association as an entity. In such event, the Association will then be considered the grievant. Grievances submitted by the Association may be submitted directly to Step 2 of the grievance procedure.

(d) All grievances will be in writing on a form to be mutually agreed upon by the District and the Association.

(e) A grievance will contain the following information, which will be included on the prescribed form: an explanation of the grievance and a statement of the facts on which the grievance is based; the section(s) of the Agreement allegedly violated; and the remedy being sought.

Section 5.02 – Exclusions

The following will not be subject to the Grievance Procedure:

(a) Termination from employment during an employee's probationary period (i.e., during an employee's first year after their initial date of hire by the District);

(b) The non-renewal of any employee on Annual Contract; except as provided in Section 6.225;

(c) Termination from employment pursuant to FS Section 1012.34(4) or (5).

Section 5.03 – Time Limits in Grievance Procedure

(a) The time limits contained in this Article may be lengthened or shortened by mutual written agreement of both the District and the Association.

(b) A grievance not processed within the time limits provided in this Article will be deemed permanently withdrawn and settled on the last action taken by the District. A grievance not answered within the time limits provided in this Article will be deemed to have been answered in the negative, thereby entitling the grievance to be processed to the next step of the Grievance Procedure.

Section 5.04 – Grievance Procedure

(a) Prior to the submission of a grievance under this Section, the employee should attempt to meet with their immediate supervisor and to engage in informal efforts to resolve the grievance. Nothing contained in this paragraph will release either an employee or the Association from filing a grievance within the time limit contained in Step 1 [*below*].

(b) Grievances will be processed in accordance with the following procedure:

Step 1

Within ten (10) workdays of the event giving rise to a grievance, or within ten (10) workdays of the date the grievant, using reasonable diligence, should have known of the event, a written grievance will be submitted to the Administrator who is the grievant's immediate supervisor (in most cases, the school-based Administrator of a grieving employee).

The Administrator will consider the grievance, and answer the grievance in writing no later than ten (10) workdays after receipt of the grievance.

Step 2

If the grievance is not resolved at Step 1, the grievant, within five (5) workdays of the Administrator's written answer at Step 1, will submit the grievance in writing to the Superintendent or their designee.

The Superintendent or their designee will consider the grievance and answer the grievance in writing no later than five (5) workdays after receipt of the grievance at Step 2.

Step 3 / Arbitration

If the grievance is not resolved at Step 2, only the Association may give notice of intent to arbitrate within five (5) workdays of the receipt of the Superintendent's or their designee's answer at Step 2. The notice of intent will be served upon the Superintendent or their designee and concurrently filed with the Federal Mediation and Conciliation Service (FMCS).

Section 5.05 – Arbitration Procedure

(a) The Association's notice of intent to arbitrate will be filed with the FMCS and will request a panel of seven (7) qualified arbitrators.

(b) An arbitrator will be selected from the panel of arbitrators furnished by the FMCS by the alternate striking of names (with the Association striking the first name) until one name remains. However, in the event the parties to this Agreement believe that the submitted panel is unsatisfactory, the parties may jointly request one (1) additional panel of seven (7) names from the FMCS.

(c) This Agreement constitutes a contract between the District and the Association and will be interpreted and applied by an arbitrator in the same manner as any other contract under the Laws of the State of Florida. The arbitrator will have no power to add to, subtract from, modify, or alter the terms of the Agreement, but will determine only whether or not there has been a violation of the Agreement as alleged in the grievance.

(d) The arbitrator's decision will be based solely upon the arguments and evidence presented in arbitration. The arbitrator's decision will be in writing and will be issued no later than thirty (30) calendar days after the close of the arbitration hearing.

(e) The arbitrator's decision will be final and binding on both the District and the Association, provided that said decision complies with applicable law.

(f) The cost for the services of the arbitrator (including transportation, lodging and meals, if applicable) will be borne equally by the Association and the District.

(g) Except for the services of the arbitrator, each party to this Agreement will be responsible for its own costs incurred in arbitration, including, but not limited to, the cost of representation. Either party requesting a transcript of the arbitration hearing will be responsible for the cost of such transcript.

Article 6
Conditions of Employment

Section 6.01 – Notice of Arrests and Convictions

The following applies at all times while employed by the School Board of Marion County, including all times outside of work hours and work locations, and even if the employee is incarcerated.

An employee will notify their Administrator not later than forty-eight (48) hours after any criminal arrest or charge involving; the abuse of a child, sale and/or possession of a controlled substance, or any crime listed in FS 435.04(2).

In addition, an employee shall self-report any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program, or entering of a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within forty-eight (48) hours after the final judgment.

Such notification will not be considered an admission of guilt, nor will such notice be admissible for any purpose in any civil, criminal, administrative, judicial, investigatory, or adjudicatory proceeding.

An employee who is found to be in violation of this provision will be subject to discipline up to, and including, termination for cause.

6.015 – Professional Qualifications

(a) Instructional employees certified for their current position or the position they have been assigned to and notified of for the subsequent school year must maintain the certification status for said position throughout their five (5) year certification period. If employees fail to do so, they will have disqualified themselves from their assignment and may be terminated for cause. In their final year of a five (5) year certification, employees must indicate on the Employee Intent Form, their intention to modify their teaching certificate upon renewal.

(b) Employees may elect to sign an out-of-field agreement, if offered, in order to accept an assignment for which they are not currently certified, as long as the Employment Services Department approves their

placement. Employees who elect to accept a position for which they are not certified and sign an Out of Field Agreement to do so must meet the expectations of the Out of Field Agreement. Employees who have not met the requirements of their Out of Field Agreement by June 30th for full-year assignments, or by the yearly assignment anniversary date for late-hires, will have disqualified themselves from their current out-of-field assignment and may be terminated for cause unless the out-of-field assignment was initiated by administrator request or due to a reduction in force. The District will not be required to place such employees in another area for which they may be certified.

(c) Employees will not be involuntarily transferred into another position for which they are not certified.

Section 6.02 – Professional Dress Code

(a) In order to set an example for the students, employees will dress professionally and appropriately for the environments in which they work. Examples include but are not limited to, clothing that is clean, not revealing, and not torn or frayed.

(b) The wearing of school uniforms by an employee will be voluntary.

Section 6.03 – Use of Personal Electronic Communication Devices (PECD)

(a) Personal Electronic Communication Devices (PECD) will not be used for personal reasons when supervising students or during meetings and training, except to receive emergency calls. However, an employee in direct contact with students in remote locations (e.g., classrooms without phones, playground areas, field trips) may use their PECD as they would a classroom phone.

(b) Nothing contained in this Section will excuse an employee working in correctional facilities from complying with the rules/regulations of those facilities regarding the possession and use of PECD.

Section 6.04 – Storage Space for Personal and/or Instructional Materials

The District agrees to provide teachers with no less than two (2) cubic feet of locked storage space for personal belongings and/or instructional materials. Access to this storage space will be limited to the employee and their Administrators. The District will not be liable for the loss of personal belongings and/or instructional materials from such storage space under any circumstances.

Section 6.05 – Teacher's Edition of Textbook(s)

The District will provide each teacher with a copy of electronic or access rights to the teacher's edition of the basic text or texts used in each course taught by such teacher. Teachers will return issued texts at the conclusion of the school year. Teachers will not be liable for vandalism or mischievous damage to issued texts, provided due care has been exercised.

Section 6.051 – Academic Freedom

The parties agree that the exercise of academic freedom and professional judgment by teachers are conducive to maintaining a productive learning environment. The parties also agree that teachers have the responsibility to utilize professional judgment regarding differentiation of instruction. Teachers may also use professional

judgment with supplemental materials that do not supplant the District adopted curriculum as the primary resource.

Further, the parties agree that professional judgment may be necessary to meet the needs of individual students. Teachers are encouraged to be innovative in utilizing multiple techniques to enhance standards-based instruction. Such methods must serve a demonstrated educational purpose and must not impair the teaching process.

The parties acknowledge the School Board's responsibility to establish course and curriculum objectives. Nothing in this section will limit the School Board's right to adopt programs and materials to be used in the District.

The principal of the school or designee must be notified whenever a teacher intends to inject into a course information that may be reasonably anticipated to be controversial.

Section 6.06 – School Facilities

(a) The District will provide the following at each of its schools: (1) an area reserved for use as an employee lounge; (2) a private room for parent conferences (when necessary); (3) a restroom exclusively for employee use; (4) telephone facilities available for employee use; and (5) off-street parking identified exclusively for employee use.

(b) The use of any electronic nicotine delivery system (Vaporizers, Vape Pens, Hookah Pens, and E-Cigarettes) and tobacco products is prohibited in/on any District building, grounds, or vehicle.

(c) An employee may be allowed access to school facilities when schools are not in session by permission of the appropriate school-based Administrators.

Section 6.07 – Safe Working Conditions

(a) Employees will not be required to do anything other than minor maintenance and repair work on equipment assigned for their use.

(b) Employees will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health or safety. Employees will report any unsafe or hazardous condition to their immediate supervisor and will inform their immediate supervisor if asked to perform a task that would endanger the employee's health or safety. The District will notify affected employees of the results of any tests conducted for hazardous conditions within five (5) workdays of the receipt of any such results.

(c) Employees will not be required to search for bombs.

Section 6.08 – Delivery of Specialized Health Care to Students

An employee's delivery of specialized health care to students will be governed by FS 1006.062.

Section 6.09 – Posting of Vacancies

(a) Vacant positions in any classification covered by this Agreement will be posted on the District's website for no less than three (3) calendar days unless filled by an HR-initiated placement of another employee in that classification. When such an exception is made the Association will be notified.

(b) Any such posted vacancies that are replacement positions will be clearly identified as such.

(c) Upon initial release of staffing units for the next school year, there will be a fifteen (15) workday period when administrators will consider only current instructional employee applicants. Following the 15-day period, all postings will be at-large.

Section 6.095 – Application for Another Classification

(a) Employees may apply for any posted vacancy outside their current classification by following the application procedures required by the District's Employment Services Division.

(b) This section also applies to any posted vacancy outside this bargaining unit.

(c) An applicant selected for such a position may move to that position upon availability.

Section 6.10 – Voluntary Transfers

(a) A voluntary transfer is an employee-initiated change from their current position to a vacant position in the same classification at a different work site in the District.

(b) An employee seeking a Voluntary Transfer will complete the District's online application and will then apply for each vacancy for which they wish to be considered.

(c) An employee seeking a Voluntary Transfer must provide written notice to the appropriate Administrator within twenty-four (24) hours of applying for the first vacancy. Email notification is acceptable.

(d) An employee seeking a Voluntary Transfer will be State Certified for the position for which they wish to be considered.

(e) An employee may apply for a Voluntary Transfer starting with the posting of any positions for the next school year and ending one (1) calendar month before the first student contact day of the new school year.

(f) An employee may also apply for a Voluntary Transfer until the day before the employee's first contract day of the new school year, provided the employee receives the written permission of their current Administrator.

(g) After the day before the employee's first contract day, an employee may only apply for a voluntary transfer with the permission of the EDHR. If approved, the Business Agent or President of the Association will be informed of the transfer.

Section 6.11 – Involuntary Transfers

(a) An involuntary transfer is a District-initiated change from one position to another position in the same classification that is vacant in the District. This Section will not apply to situations arising out of the implementation of Federal, State, or local regulations or guidelines governing specific programs. In situations involving an external operator, the Association will be included in the transfer implementation.

(b) Before imposing an involuntary transfer due to a reduction in force, the District will first seek employees who wish to volunteer to leave the impacted worksite(s) and who are State Certified for a vacant position within the District.

(c) In the event there are more volunteers than positions to be filled, volunteers will be transferred in the following order:

(1) Requirements of applicable Federal, State, and/or local law, regulations, or guidelines;

(2) Most Seniority;

(3) Highest earned degree or equivalent.

(d) In the event there are more positions to be filled than volunteers, employees will be involuntarily transferred in the following order:

(1) Requirements of applicable Federal, State, and/or local law, regulations, or guidelines;

(2) Least Seniority; and

(3) Lowest earned degree or equivalent.

(e) An employee replacing a teacher on leave of absence will be considered to have the Seniority and earned degree or equivalent of the individual on leave.

(f) Exemptions may be granted for incumbent singleton employees (certification and/or course); exemptions may also be granted to prevent a department from losing more than 10% of incumbent employees or 1 employee, whichever is greater.

(g) In the event the District designates additional modified calendar schools prior to the shift in schedule, reasonable effort will be made to transfer Permanent employees who do not wish a modified calendar school assignment to available vacancies for which the employee is State Certified.

(h) Any ties in Seniority under this Section will be broken according to Section 7.03 of this Agreement.

(i) The Involuntary Transfer of an employee for reasons other than a reduction in force will be infrequent and may be initiated by either the District or the Association. In such an event, the Executive Director of Human Resources will first engage in a consultation with the Business Agent or President of the

Association. Following that consultation, the action must be approved, in every case, by the Deputy Superintendent of Curriculum and Instruction.

Section 6.12 – Assignment to Additional School Activities

(a) Additional School Activities include, but not limited to Summer School, Saturday School, Extended School Year, and District-administered grant programs. Summer School and/or Extended School Year will not begin until after the completion of the employee 196-day contract.

(b) Employees will be notified of all additional school activity vacancies in classifications covered by this agreement, by District e-mail.

(c) The educational needs of children will be a controlling factor in filling positions under this Section. An employee applying for an additional school activity position will be State Certified for the position, and will be selected in the following order:

- Employees with a prior year evaluation of Effective or Highly Effective who did not work in an additional school activity position the preceding year; and

- Employees with a prior year evaluation of Effective or Highly Effective who did work in an additional school activity position the preceding year.

- Per Florida Statute, teachers hired for 3rd-grade reading camp beginning summer 2020 must be certified or endorsed in reading and must also be Highly Effective, as determined by the previous year's summative evaluation.

(d) Declining an offered additional school activity position will not affect due consideration for another position.

(e) With the exception of fee-based programs, all pay will be at the entry level hourly rate of pay of the salary schedule or appropriately placed on the Board approved Grant Salary Schedule for the employee's degree.

Section 6.13 – Notification of Tentative Assignment / Changes in Assignment

(a) A change of assignment is an administrator-initiated change (e.g., a change in classes, courses, or grade level) in work assignment within the same classification. For District-based positions, this also includes a change in school/worksite. Supervising administrators will make every effort to place employees in positions for which they are State certified.

(b) Employees will be given notice of their tentative assignment for the next school year on or before ten (10) workdays prior to the last workday of the current school year. When a tentative assignment requires a change from the current school year (e.g., a change in classes, courses, grade level or school/worksite), the tentative assignment will be announced only after the appropriate Administrator has personally consulted with the affected employee.

(c) Subsequent changes to a tentative assignment may be made only after every effort has been made by the Administrator to consult with the employee(s) involved and to solicit alternative solutions.

Section 6.14 – Changes in Assigned Classroom, Subject, or Grade Level

(a) An employee required to move from one assigned classroom to another for the following school year, will be given notice not less than five (5) workdays prior to the end of the current school year. This does not apply to other moves, which may be required during a school year or during the summer months.

(b) Assistance will be provided when moving boxed or packed material from one classroom to another.

(c) When a current teacher is assigned to a new classroom for the current school year in the same school, the teacher will be provided two (2) full, consecutive non-student contact workdays to move and set up their new classroom. When a current teacher is assigned to a new classroom for the current school year at a different school, the teacher will be provided three (3) full, consecutive non-student contact workdays to move and set up their new classroom.

(d) When a teacher is assigned a new subject or grade level, and there is no change in the assigned classroom, the teacher may be provided reasonable amount of non-student contact time to prepare.

Section 6.15 – Replacement Positions

(a) An applicant or employee placed in a replacement position will be informed of the implications of such assignment through an explanation in the Comment Section on the District's Personnel Action Request (PAR).

(b) A permanent, full-time position occupied by a replacement will be considered a vacancy upon the resignation, retirement or termination of the permanent incumbent of the position. The provisions of Section 6.09 (Posting of Vacancies) of this Agreement will then apply.

Section 6.16 – Job Sharing

(a) If the Administrator responsible for a position agrees, two (2) employees may Job Share a single position with equal responsibility for such position.

(b) An employee's application to participate in a Job Share for the next school year will be submitted to the District's ESD no later than the last District business day in the month of May. Each of the employees in a Job Share will receive a contract for the entire school year.

(c) Each employee in a Job Share will either teach half of each work day or teach a full work day every other scheduled work day. Each employee will receive a salary of 50% of their regular salary and 50% of the employee's portion of individual health care coverage.

(d) Each employee in a Job Share will gain one (1) step on the appropriate salary schedule and one (1) additional year of seniority after the completion of two (2) years in a Job Share.

(e) Each employee in a Job Share will be the primary substitute for their absent partner whenever possible. A Job Share employee working as a substitute will be paid substitute pay. If an employee is unable to substitute for their absent partner, the District will hire a substitute.

(f) In the event one of the employees in a Job Share resigns or is terminated, the remaining partner will be responsible for finding a replacement. If a replacement cannot be identified within two (2) calendar weeks of the notice given by the departing employee, the remaining employee will assume the Job Share position on a full-time basis or will resign from the Job Share position as of the date of the departing employee's resignation/termination. The position will then be treated as a vacancy.

(g) If the District experiences a reduction in force, Article 7 (Layoff and Recall) of this Agreement will prevail.

Section 6.17 – Work Day

(a) The employee work day will be seven hours (7) and forty-five (45) minutes. Individual start and end times may be adjusted annually or with the consent of the employee. When the start and end times for the entire staff at a worksite must be changed during the school year, approval must be secured from the Deputy Superintendent of Curriculum and Instruction.

(b) Each employee will have a supervisory-free lunch period of no less than thirty (30) minutes, except in unusual cases.

(c) Each employee may take short, personal relief breaks as needed. When engaged with students, the employee may employ any of the following, reasonable methods:

(1) contact the front office to see if someone can come to relieve him/her; or

(2) leave the students in the care of another adult worker (e.g. Paraprofessional, Co-teacher, Resource Facilitator), or

(3) arrange to have an adjacent teacher monitor both classrooms, or

(4) escort the students to another supervised area (e.g. classroom, Media Center, Gymnasium) with the concurrence of that area supervisor.

(d) Release time after the student day will be permitted for Association Representatives to attend District-wide meetings, provided the use of a substitute teacher is not required and the approval of the appropriate Administrator has been received.

(e) When the worksite schedule creates a pattern of extension of the work day for any employee, the employee may request that the supervising administrator adjust the schedule to bring it back into compliance with the 7.75-hour limit. In the event that this request cannot be accommodated, the issue will be referred to the Executive Director of Human Resources for resolution.

Section 6.171 – Compensatory Time

(a) Compensatory time can only be granted by, and used with the advance permission of, the supervising administrator. Compensatory time will be granted and must be used in increments of thirty (30) minutes.

(b) Compensatory time can only be used when a paid substitute is not required to accommodate the employee's absence or when the absence will not cause additional expense. Compensatory time can be used at all schools and/or District work locations, including those with extended learning time.

(c) Compensatory time cannot be transferred to another employee, and can only be used by the employee who receives it for their extra work over and above the contract time.

(d) An employee can accumulate compensatory time up to forty (40) hours, after which the employee cannot receive more compensatory time until they have used banked hours.

(e) Compensatory time is valid for one year from the date of award and must be used within twelve (12) months. After one year from date of award, compensatory time will be forfeited. Compensatory time will transfer from work site to work site.

(f) Monetary compensation will not be paid for compensatory time. Compensatory time can only be used as currency in exchange for time off outside of student contact time.

(g) It is incumbent upon the supervising administrator to award, record and verify accumulation and use of compensatory time. A current record of Compensatory Time will be kept by the supervising administrator and will be made available to the employee upon request.

Section 6.172 – Extended Instructional Time

When any District school is mandated by the Florida Department of Education (FDOE) to provide extended instructional time for all students, or the District maintains or adds extended instructional time for all students, the following conditions will apply:

(a) This will apply to all instructional employees at the designated schools who choose to remain at the school and participate.

(b) The work day for instructional employees will be extended by up to one (1) hour on each day when students are in attendance.

(c) The times of the student and staff duty days will be communicated electronically to the employees within ten workdays of the notification from FDOE or the District.

(d) Instructional employees at the designated schools will be paid at their regular hourly rate of pay for the additional time worked.

(e) When using paid leave, employees will only be charged leave for their regularly scheduled work hours prior to the extended instructional time. Employees will not accrue earned leave or be charged leave beyond their regular 7.75-hour work day.

(f) If requested between school years (notwithstanding the District/FDOE adding extended instructional time during the school year), an employee will be transferred to a position at another school within the District for which the employee is certified should the employee be unable to participate in extended instructional time. An employee invoking this right will have no negative impact on their evaluation.

(g) If more than 25% of the District's elementary schools are designated as additional instructional time schools, the District will not be required to fulfill item (f) above.

Section 6.173 – Sign-in Procedures

(a) As professional staff, employees are not required to punch a time clock or the modern equivalent of one. Nevertheless, supervisory personnel have a legitimate security interest in knowing the status of their instructional personnel.

(b) At those worksites where the supervising administrator wishes to have a sign-in procedure, employees will make reasonable effort to comply. The failure to sign in will not in and of itself, be a cause for discipline for attendance. Failure to be at the appointed place of first duty may result in action under the Progressive Discipline System.

(c) To preclude unnecessary delays, administrators are encouraged to provide multiple worksite locations from which employees can sign in.

Section 6.18 – Preparation and Planning Time

(a) Administrators will ensure that employees are provided with no less than four and three-quarter (4.75) hours of preparation and planning time per week, to include no less than thirty (30) minutes of preparation and planning time per work day (as defined in Section 6.17 of this Agreement). Increments of time less than twenty (20) consecutive minutes will not be considered in calculating the required daily or weekly amounts under this paragraph.

(b) The preparation and planning time required by this Section will include individual preparation and planning and no more than thirty (30) minutes per week of collaborative preparation and planning. Collaborative preparation and planning include professional activities required by the Administration of two (2) or more employees to mutually develop their delivery of Intervention/Direct Services as described in the appropriate instructional classification specification.

(c) Following are examples of the types of activities that should not be used in calculating the preparation and planning time required by this Section: Assigned duties, attendance-required meetings (other than the 30 minutes of collaborative preparation and planning provided in (b) of this Section), attendance-required staffings, mandatory trainings, parent conferences, and supervisory-free lunch (as provided in Section 6.17 of this Agreement).

Section 6.19 – Pre-School-Year Preparation and Planning Time

Unless there is an emergency or other serious situation, employees will be provided two uninterrupted workdays for preparation and planning time during the workdays preceding the return of students at the beginning of a new school year. An administrator may exchange two uninterrupted four-hour blocks of time on different days for one of the aforementioned two workdays.

Section 6.20 – In-Service Training / Professional Development

(a) Employee attendance at in-service training held outside the work day will be voluntary. Employee attendance at in-service training held within the workday is mandatory.

(b) In-service training may be conducted at school sites or at other locations in the District. Employees will be allowed to participate in such in-service training.

(c) At the request of an employee, an Administrator may excuse an employee from school-based in-service training.

(d) In the event an employee's responsibilities substantially change, the employee and their Administrator will address training needs.

(e) When District mandatory training is delivered through an indirect method (such as a Moodle) and is not related to certification and/or endorsement, employees will receive designated workday completion time exclusive of their individual preparation and planning time.

Section 6.21 – Performance Assessment of Supervisors

When an Administrator is responsible for the supervision of ten (10) or more employees, those employees will be provided an opportunity to complete an annual performance survey of the Administrator's performance. This requirement will apply to any Administrator at any worksite who conducts performance evaluations of employees. All performance assessments in this section may be conducted electronically.

Section 6.22 – Performance Evaluation of Employees

(a) Each employee who has worked half of their annual paid contracted days plus one day (50% + 1 day) will earn a creditable year of service and have a documented performance evaluation (Final Evaluation and Summative Evaluation) completed by a certified Administrator trained in Marion County's instructional evaluation system. Information received, but not directly observed, by the Administrator will be verified by the Administrator and discussed with the employee prior to including the information in any observation and evaluation.

(1) During an annual employee orientation, the supervising administrator will orient employees to the instrument used to document any instructional practice observations completed pursuant to this section, rubrics outlining successful performance, and any information regarding process and policy. All such information will be made available to the employee electronically on the District SharePoint site or other appropriate means within the first 20 workdays after the beginning of each school year.

(2) Lesson Plan, format, content, and structure will be reviewed with employees prior to observation and evaluation.

(3) Any observation made pursuant to Marion County's instructional evaluation system will be made in a candid and open manner in accordance with the approved rubrics defining performance aligned to the job code of the employee.

a. The individual components of all four Domains are documented under informal and formal observations. Data gathered in methods other than classroom visitation may be reflected under additional informal observations for TNL purposes.

b. Results of such observations will be accessible electronically to the employee not later than ten (10) workdays after the observation was conducted unless prevented from doing so due to unforeseen circumstances.

c. The employee is responsible for addressing any perceived discrepancies with the observing administrator within five workdays (exclusive of days on Board approved leave of absence) of the posting of the observation results unless prevented from doing so due to unforeseen circumstances. Employees may submit documentary evidence in rebuttal of a specific rating for reconsideration by the supervising administrator within this specified time frame using the observation appeal form aligned to the job code of the employee. The supervising administrator will provide a written response to the rebuttal on the observation appeal form within ten (10) workdays of receipt.

(4) The annual summative evaluation will be weighted with 67% of the rating based on instructional practice observed and documented and 33% of the rating based on the identified student growth or achievement data.

(5) A copy of the instructional practice portion of the annual summative evaluation will be provided to the employee no later than the last teacher workday of the school year. The employee may request a meeting with supervising administrator to discuss the instructional practice portion of the annual summative evaluation for clarification.

(6) The student growth portion or achievement of the annual summative evaluation, derived from assessment data provided by the State, and other identified sources if required, will be calculated according to the statistical method and formula developed in collaboration with a Labor/Management Committee, as defined in Section 11.04. Employees will be shown the data used in calculating their student growth or achievement score upon request.

(7) Employees will complete their roster verification for both FTE periods. Upon completion of this roster, administration will follow up with the employee within ten (10) workdays to review any adjustments to the roster.

(8) The employee may request a meeting with the supervising administrator to discuss the annual summative evaluation for clarification. An appeal may be submitted only in the case of a procedural error in applying the appropriate data for the employee.

(9) An employee will have the right to attach a written rebuttal to any performance evaluation placed in the employee's personnel file.

(10) An employee will have the right to inspect, review and copy the contents of their personnel file in compliance with Florida Statutes. A representative of the employee's choice may accompany the employee at such inspection and review.

(b) Probationary employees as defined on page 3 will receive a mid-year evaluation that will be reported to the state as mandated by statute.

(1) The mid-year evaluation consists of an instructional practice score and a student achievement score.

(2) The resulting average of data tabulation for this score will be communicated to the employee within ten (10) workdays of the completed calculation of the mid-year score unless the supervisor is prevented from doing so due to unforeseen circumstances.

(3) Probationary employees who receive any U ratings on the Mid-Term evaluation will be provided assistance, which may include: the assignment of an administrator to respond to any specific assistance requests, arrangement for visits to observe another effective teacher, relief from extra duties that might interfere with normal remediation, and recommendations of programs and/or strategies in the area(s) of need.

(4) The employee's progress in correcting any deficiencies noted in the mid-year evaluation data will be reflected through subsequent observations as an aggregate instructional practice score.

(c) The Association and the District agree that any modifications to Marion County's existing instructional evaluation system will be developed in collaboration with a Labor/Management Committee, as defined in Section 11.04.

Section 6.225 – Consequences of Performance Assessment

(a) Administrators are encouraged to employ Instructional Leadership strategies and mentoring to develop teachers who are new to the job or are demonstrating areas in need of improvement.

(b) In cases where such routine developmental strategies are not successful, the administrator will follow the procedures outlined in Section 6.23 – Employee Discipline for Performance.

(c) All annual contract teachers who have been assessed as "Effective" or "Highly Effective" on the instructional practices portion of Marion County's instructional evaluation system for the current year will have their contracts renewed for the following year, provided that they have not been placed on Step 2 or higher of the Progressive Discipline System, and have not been given punishment under Section 6.235 – Employee Discipline for Misconduct. The provisions of this paragraph are waived in the event that the District has declared a reduction in force. In that case, the provisions of Article 7 – Layoff and Recall will be followed.

Section 6.23 – Employee Discipline for Performance

(a) Employees must not be disciplined without Just Cause.

(b) Disciplinary conversations with employees will be addressed in a private setting.

(c) Members must be allowed the presence and representation of an Association Representative during: any investigatory meeting that may result in employee discipline; and (2) any meeting in which employee discipline is imposed, provided there is no undue delay.

(d) When job performance is less than effective, school-based administrators will offer assistance to the employee, appropriate to the deficit, prior to implementing the first step of the Progressive Discipline System (hereafter referred to as PDS), except in the cases of immediate concern for student safety or that significantly impact the academic well-being of one or more students. The purpose of the PDS is to assist the employee in understanding that a performance problem exists and that there is an opportunity to correct the problem. A "P" may not be given on any domain of the Final Evaluation unless Step 1 of the PDS (see below) has been initiated. A "U" may not be given on any domain of the Final Evaluation unless Step 4 of the PDS (see below) has been initiated.

(e) Documented progressive steps (warnings, verbal reprimands, and written reprimands) will not be used as the basis for taking the next step of discipline after the end of the next full school year subsequent to the date of imposition of such discipline.

(f) The PDS will consist of the following steps:

(1) Step 1: The Administrator must meet with the employee, give Verbal Notification regarding the deficiencies in the employee's work performance, discuss the Administrator's specific expectations for improvement, and inform the employee that the meeting is Step 1 of the PDS.

a. The identification of deficiencies should relate to the Marion County Instructional Evaluation Instruments.

b. Following the meeting, the Administrator must provide an email outlining the conversation to the employee as documentation of Step 1.

c. Included in the email will be a review of advice or assistance provided regarding this deficit when applicable.

d. Step 1 documentation must not be placed in an employee's personnel file as maintained by the District's Employment Services Division.

(2) Step 2: If the identified problem persists, the Administrator must again discuss the problem with the employee and issue a Verbal Reprimand.

a. Following the meeting, the Administrator must provide an email outlining the conversation to the employee as documentation of Step 2. Included in this email will be the date on which

the Step 1 discussion was conducted, the date the Verbal Reprimand was issued, and a summary of the Verbal Reprimand.

b. Step 2 documentation must not be placed in an employee's personnel file as maintained by the District's Employment Services Division.

(3) Step 3: If the identified problem persists, the Administrator will issue a Written Reprimand.

a. The Administrator must provide the employee with written documentation of Step 3, and the employee must sign for receipt of such written documentation, provided the documentation specifies that the employee's signature does not indicate agreement with the contents of the documentation, but only that employee has, in fact, received a copy of the documentation.

b. Step 3 documentation must be placed in an employee's personnel file as maintained by the District's Employment Services Division.

(4) Step 4: If the problem persists, the employee must be placed on the NEAT Procedure. A formal letter or memorandum is the means of notifying the employee of their placement on the NEAT Procedure, which consists of the following:

a. N – Notice: The Administrator must provide the employee with notice of the identified continuing performance problem.

E – Expectation: The Administrator must provide the employee with notice of the Administrator's specific expectations for improvement.

A – Assistance: The Administrator must provide the employee with notice of the personnel and the resources available to assist in the improvement of the employee's performance.

T – Time: After discussion with the employee regarding the period of time in which the employee's performance is expected to be Effective, the Administrator must provide the employee with notice of a reasonable time frame in which improvement to Effective must occur.

b. The Administrator must provide the employee with a copy of the required written documentation of Step 4. The employee will sign for receipt of such written documentation, provided the documentation specifies: 1. That the employee's signature does not indicate agreement with the contents of the documentation; 2. That the employee has, in fact, received a copy of the documentation, and 3. That the employee's refusal to sign for receipt of Step 4 documentation may result in additional disciplinary action.

c. Step 4 documentation must be placed in an employee's personnel file as maintained by the District's Employment Services Division.

(5) Step 5: If the employee's performance in the noted areas has not improved to an Effective level by the conclusion of the NEAT Procedure, further remedial and disciplinary action must be taken in accordance with FS 1012.34.

(g) Notification to the Association of any employee discipline will be at the discretion of that employee. A statement advising the employee of their right to notify the Association will be included in each notice of disciplinary action.

Section 6.235 – Employee Discipline for Misconduct

(a) Employees must not be disciplined without Just Cause. During the investigative stage, an employee may be placed on Administrative Leave. Such action must be documented in writing and a copy must be provided to the employee.

(b) Disciplinary conversations with employees will be addressed in a private setting.

(c) Nothing contained in Section 6.230 will be interpreted to preclude the District from issuing appropriate discipline (e.g., Verbal Reprimand, Written Reprimand, Suspension without Pay, Termination from Employment) in response to misconduct other than that associated with job performance as outlined in the appropriate Marion County Instructional Evaluation Instruments.

(d) Generally, the District will follow a policy of corrective and progressive discipline (e.g., Verbal, Reprimand, Written Reprimand, Suspension without Pay, Termination from Employment) whereby less severe forms of discipline are issued prior to resorting to the imposition of more severe sanctions for the same or similar misconduct.

(e) However, the District specifically reserves the right to issue discipline up to, and including, termination from employment in response to a first occurrence based on the specific facts of the case.

(f) Discipline imposed under this section must be documented. When such discipline includes Written Reprimands, Suspension without Pay or Termination from Employment, a copy of said action must be placed in the employee's Personnel File as maintained by the Employment Services Division. Administrators must document conversations regarding verbal reprimands in an email following the meeting.

(g) Notification to the Association of any employee discipline must be at the discretion of that employee. A statement advising the employee of their right to notify the Association must be included in each notice of disciplinary action.

Section 6.24 – Use of Audio and Video Surveillance

Audio and video surveillance systems will not be used to monitor or assess the performance of employees under Marion County's instructional evaluation system.

Section 6.25 – Supervision of Students

An employee may refer students to specific District programs from which the students may benefit. Any such referrals will be in writing and addressed to the appropriate school-based personnel.

Section 6.26 – Discipline of Students

(a) The District's Code of Student Conduct will be enforced at all grade levels.

(b) A school's rules and regulations concerning student discipline will be made available to employees and will be enforced.

(c) Employees will be entitled to access the disciplinary records of students under their supervision as an aid in determining disciplinary recommendations concerning those students.

(d) A teacher may refer a student to the Designated Discipline Authority (DDA) to maintain effective discipline in the classroom. Teachers will do so on the automated system established for that purpose as soon as practicable following the precipitating event. In accordance with F.S. 1003.32(3), the teacher may recommend an appropriate consequence consistent with the District's Code of Student Conduct, and will provide the DDA with full particulars on the reason(s) for the referral. If the principal determines that a lesser disciplinary action is appropriate, the principal will consult with the teacher prior to taking disciplinary action.

(e) Any action to be taken in response to the teacher's issuance of a referral of a student will be made available to such teacher.

(f) An employee whose student has been arrested for any type of felony charge will be notified as soon as possible after the District learns of such arrest. Such notice will be treated as privileged and confidential information.

Section 6.27 – Removal of Students Pursuant to District Authority

(a) A teacher may send a student to the Designated Disciplinary Authority (DDA) to maintain effective discipline in the classroom and may recommend an appropriate consequence consistent with the District's Code of Student Conduct using the referral process outlined in Section 6.26(d), above.

(b) A student removed from a classroom pursuant to (a) of this Section will remain out of class until the teacher and the DDA have discussed the student's behavior.

(c) When a teacher deems that sending a student to the DDA is not in the best interest of the student and/or the school, the teacher will contact the office to request the removal of the student. The DDA or designee will provide a timely response to the request based on the circumstance.

Section 6.28 – Removal of Students Pursuant to Statutory Authority

(a) Teachers are encouraged to familiarize themselves with the provisions of FS Section 1003.32 regarding a teacher's authority to remove disruptive students.

(b) A teacher may remove from class any student: (a) who has been documented by the teacher to repeatedly interfere with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn, or (b) whose behavior is so unruly, disruptive or

abusive that it seriously interferes with the teacher's ability to communicate effectively with the students in the class or with the ability of the student's classmates to learn.

(c) If a teacher removes a student from class under FS 1003.32(4), the student may not be returned to that teacher's class without the teacher's consent or unless the Placement Review Committee established under FS 1003.32(6) determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee will render decisions within five (5) workdays of the removal of the student.

(d) Any teacher who removes 25% of their total class enrollment will be required to complete an Individual Professional Development Plan to improve classroom management skills.

Section 6.29– Complaints Against Employees

(a) All administrators are required to make a conscientious effort to fully consider and understand the nature and basis of the complaint as well as the employee's response and resolve it without delay or refer it to the appropriate source for resolution.

(b) In the event of a complaint by a parent, student or other individual regarding an employee's conduct that may result in disciplinary action or in a negative evaluation of the employee, the following procedure will be followed:

(1) When a complaint has been made, the Administrator will begin a preliminary investigation into the allegation.

(2) Once determined necessary, a meeting will be conducted between the employee and their Administrator to inform the employee of the complaint, and the identity of the complainant unless they are unknown or the supervisor is not legally able to do so. The employee will be told the purpose of the meeting in advance. Members may request union representation at this meeting. The employee will be afforded an opportunity to present their response to the allegation(s).

(3) All information obtained pursuant to an investigation is confidential and exempt from inspection or copying until the investigation closes, or until the District provides notice to the employee who is the subject of the complaint per F.S. 1012.31 (3)(a)1.

(4) If the complaint is between employees, an administrator may arrange a meeting with the involved parties. The purpose of the meeting is to hear, discuss, and resolve or dismiss the complaint. The Complainant's failure to cooperate in the resolution of the complaint may result in the dismissal of the complaint. Members may request union representation at this meeting.

(c) Any disciplinary action taken by an Administrator in response to a complaint under this Section will be in accordance with Section 6.230 or 6.235 – Employee Discipline.

(d) If documentation of disciplinary action has been placed in the employee's personnel file, the employee may attach a written response.

(e) The initiation of a complaint by an employee will not result in any retaliation.

Section 6.30 – Assignment of Interns

A teacher who has been tentatively assigned an intern will have the right of approval prior to the placement of the intern with said teacher. The term "intern" as used in this Section will mean a student of an institution of higher learning who is in training to become a teacher and who has not yet been awarded a degree at the time of their assignment to the District as an intern.

Section 6.31 – Assignment of Students in Grades K through 5

The following guidelines will apply only to Grades K through 5 in the District:

(a) Prior to the last day of school, teachers and Administrators will develop class lists, with the Administrator making the final placement. All teachers in a grade-level cohort must be given the opportunity to participate in this process. Students will be assigned equitably to classes based upon their behavioral and/or academic characteristics.

(b) Once the class lists have been developed under (a) above, exchanges of students from one class to another may be made only if the students being exchanged have similar behavioral and/or academic characteristics. Exchanges will be made only when feasible.

(c) Students enrolled after these class lists have been constructed will be placed according to the Class Size Reduction guidelines and guidelines contained in Paragraph (b) of this Section.

(d) In the event that the receipt of school records is not timely, the teacher, based upon the total classroom composition, will advise the administration regarding specific behavioral and/or academic characteristics that may indicate alternative placement.

Section 6.32 – Parent/Guardian Classroom Visits

(a) Visits to a classroom by parents/guardians will occur only after a 24-hour notice has been given to the teacher and the guidelines for classroom visitation by the parent/guardian have been reviewed and signed. This notification will provide the teacher sufficient time to minimize the disruption of classroom activities. Teachers may request an alternate visitation date due to planned classroom activities (e.g., testing, lab/experiment, presentations).

(b) Audio and video recording and monitoring in a classroom or assigned workspace will require teacher and supervisor consent, unless otherwise required for security reasons, law enforcement uses permitted by statute, or the instructional needs of exceptional students.

Section 6.325 – Educational Professionals Classroom Visits

(a) Instructional personnel providing schoolwide support – To ensure that the instructional employees develop a high degree of comfort when working with the instructional personnel providing school-wide support, the parties acknowledge that these invaluable resource persons are not administrative or supervisory, but rather act as partners and mentors in furthering the goal of improving academic results. It is understood that the job duties of global school personnel require them to be in classrooms to support teachers in maximizing student achievement in a non-evaluative capacity. These visits will occur at various times throughout the school year.

(b) Audio and video recording and monitoring in a classroom or assigned workspace will require teacher and supervisor consent, unless otherwise required for security reasons, law enforcement uses permitted by statute, or the instructional needs of exceptional students.

Section 6.33 – Use of Substitute Teachers

(a) The District will make a good-faith effort to secure a substitute teacher whenever a teacher is absent.

(b) Teachers will ensure that lesson plans and/or student activities have been prepared to cover their absence, except in cases of extended illness (i.e., illness of more than ten [10] workdays) or upon a doctor's notice of incapacity.

(c) Teachers will not be responsible for securing substitute teachers.

(d) When a teacher is absent and a substitute teacher cannot be secured, classes may be split to be covered by qualified teachers first, provided the following conditions are met:

(1) The students will be divided equally among the receiving employees.

(2) Receiving employees will be provided with written documentation of all special needs including disabilities, accommodations, medical issues and emergency intervention plans for all students with unique needs or issues.

(3) The school administrator responsible for evaluating this employee will take this into consideration when rating employee performance. Employees who receive students who are not on their roster on the day of a scheduled performance observation will have the option to reschedule said observation.

(4) Beginning in the 2022-2023 school year, employees who assume the responsibility of a substitute teacher by receiving students who are not on their roster for a full instructional day will receive a portion of the substitute daily rate of pay divided equally by the number of employees receiving students. Employees assuming the responsibility of a substitute teacher by receiving students who are not on their roster for less than a full instructional day but more than two (2) hours will receive half of the substitute daily rate divided equally by the number of employees receiving students.

Section 6.34 – Quarterly Workdays and End of Year Grade Reporting

(a) A teacher work day will be scheduled at the end of each nine (9) week grading period in a school year.

(b) On these workdays, the administration may schedule up to 120 minutes for meetings, collaborative planning, and/or professional development activities. Employees will be furnished a notice of this scheduled activity 24 hours in advance. Meeting time not scheduled in advance will revert to individual Preparation and Planning time.

(c) For the final grading period, Administrators will determine the date by which grades will be finalized. However, Administrators may not require the finalization of grades earlier than four (4) student days

prior to the end of the school year. Teachers are expected to comply with the district requirements for the grading of student work and the time limits on posting grades to the electronic grade book.

Section 6.35 – Department/Grade Level Chairpersons Selection Process

Beginning with the 2023-2024 school year, department/grade level chairpersons will be recommended annually by the employees of the department/grade levels. The principal will consider the recommendations and make a final selection.

Section 6.36 – Miscellaneous Provisions

(a) Employees are encouraged to come to Open House or give timely notification if they cannot attend.

(b) An employee will not be required to check for head lice more than three (3) times a year unless there is a lice infestation. Checks for head lice will usually be conducted on the first day of school, after winter break, and after spring break.

(c) No employee will be required to participate in sales promotion or solicitation as a condition of employment.

(d) Participation by an employee in activities outside of their regular work day will be voluntary. An Employee's non-participation will not be a criterion in any evaluation of professional competence.

(e) An employee will not be required to secure replacements for staffing school activities outside the work day.

(f) An employee who uses personal time, materials, and equipment outside of the normal workday to produce and validate tapes, publications, or other educational materials will retain all rights, royalties, and other privileges derived therefrom. All rights, royalties, and other privileges derived from educational materials produced during the normal work day or using District materials and equipment will be retained by the District. Curriculum materials that are approved by the Superintendent and used District-wide will acknowledge any contribution of District employees.

(g) An employee's Social Security Number will not be used on materials intended for anyone other than the employee identified by such number. This will include, but not be limited to, materials for general distribution and attendance sheets.

(h) Employees who do not wish to have their photographs used or published for any purpose will notify their Administrators in writing no later than five (5) workdays after the employee's start of each new school year.

(i) Supervising administrators will make reasonable effort to balance workloads among those employees in the same classification whom they supervise.

(j) Employee-created lesson plans are for the use of the employee and supervisor unless the employee gives permission for them to be shared.

(k) Employee will be permitted to participate in local, state, and national voting on election days before and after student contact time. Site administrators will not hold any meetings and/or in-services on election days.

(l) The District provides employees with an electronic grade book to monitor student progress. It is the responsibility of the employee to enter grades per District guidelines. Should a school administrator determine the need to change a semester and/or final course grade, the school administrator will make the change and notify the employee of the grade change.

(m) Employees are not required to install any District endorsed software program on any personal device.

Article 7
Layoff and Recall

Section 7.01 – Layoff

(a) A layoff is a District-authorized decision to eliminate an instructional position and to involuntarily separate its incumbent from said position.

(b) A layoff may be District-wide, i.e., involving all of, or a portion of, the positions in a single classification (e.g., School Counselor, Media Specialist, Teacher) throughout the District; or site-based, i.e., involving all or some of the classifications assigned to a given work site.

(c) The term "a separated employee" will refer to any employee who has been involuntarily separated from an instructional position pursuant to this Article, whether the employee is working in another position in the District or is no longer working for the District.

(d) For positions that include additional duties for which a supplement is paid, the District may exempt 10% of the most recent instructional allocation total from the provisions of this Section.

Section 7.02 – Layoff Procedures

(a) In the event the District decides to eliminate a position or positions, the District will notify the Association in writing as soon as possible after any such decision.

(b) In the event of a layoff, the employee(s) to be separated from an instructional position in the specified classification(s) will be laid off in the following order:

(1) Classification - Only incumbents in the classification(s) announced for layoff will be considered for layoff;

(2) State Certification status for current assignment; - Employees who are not State certified under ESEA will be laid off before any who are;

(3) Employees with No prior evaluation within the last three (3) years;

(4) Lowest evaluation (most recent final professional practice rating)

(5) Instructional Contract Status in the following order:

(I) Probationary Employees in inverse order of Seniority;

(II) Annual Employees in inverse order of Seniority; and

(III) Permanent Employees in inverse order of Seniority.

(c) A separated employee will be offered any existing vacancy in the District requiring the same State Certification status as the position from which the employee was separated. Whether the employee accepts or refuses assignment to such a vacancy, the employee will have no further recall rights.

(d) If there is no vacancy in the District requiring the State Certification of the position from which the employee was separated, the employee will be offered any existing vacancy in the District requiring other State Certification that may be held by the separated employee. If the employee refuses assignment to such a vacancy, the employee will retain recall rights to the position from which they were separated. If the employee accepts assignment to such a vacancy, the employee will have no further recall rights.

(e) If there is no vacancy in the District for which the separated employee is State Certified, and the employee is not a probationary employee, the employee may "bump" (i.e., displace) the employee with the lowest status as defined in (b) of this section who is occupying a position from which the employee was separated.

(f) If an employee "bumps" into a position, the employee will forfeit any further recall rights. The "bumped" (displaced) employee will then be considered a separated employee under this Section.

Section 7.03 – Procedure for Ties in Seniority

In the event two (2) or more employees have the same lay-off status, ties will be broken by lot in a manner determined by the District's ESD.

Section 7.04 – Responsibilities of Separated Employees

(a) Separated employees are responsible for notifying the District's ESD of any changes in their home address, home telephone number, home e-mail address, and other forms of contact that may be used. Employees will monitor their district email and respond in writing within forty-eight (48) hours of the date any recall offer was issued.

(b) An employee entitled to recall under Section 7.05 of this Article may continue to participate in certain group insurances afforded in Article 10 (Benefits) of this Agreement, provided that the employee pays both the District's and the employee's premiums for such coverage per Federal COBRA or individual carrier guidelines. In the event an employee fails to make timely payment under this provision, all rights and privileges conveyed in this provision will be deemed to have been waived by the employee.

Section 7.05 – Recall Procedures

(a) Recall will be in reverse order of layoff. A separated employee entitled to recall rights will retain recall rights for a period of twelve (12) months from the date they were separated from their instructional position.

(b) Formal notice of recall will be sent by the District's ESD via email or telephone. If an employee does not respond, the recall notice will be sent both by Registered and First Class United States Mail to the address of record. If the recalled employee does not respond to the ESD within ten (10) calendar days of the postmark date of the formal notice of recall, the employee will be deemed to have waived their recall rights under this Article.

(c) In the event a separated employee is incapacitated (ill or injured) at the time of their recall, the employee will be deemed to have been recalled to the position and placed on Sick or Medical Leave until such time as the employee can return to work.

Section 7.06 – Applicability of Article

The provisions of this Article will not apply to Employees who are terminated for cause or whose contracts are not renewed by the District.

Article 8
Leaves of Absence

Section 8.01 – Leave of Absence

(a) A leave of absence is permission granted by the District for an employee to be absent from their duties. All leaves of absence must be requested in accordance with the specific provisions of one or more of the following sections.

(b) Leaves of absence may be with or without pay depending upon the specific language provided in the pertinent section, below.

(c) All leaves of absence will be requested and granted in accordance with this Article.

(d) An employee who departs on a leave without having first been approved for leave will be considered to be absent without leave. Absence without leave will result in forfeiture of compensation for the time of such absence, and may subject an employee to appropriate discipline up to, and including, termination from employment and/or processing as abandonment.

(e) Leave of absence granted at the request of an employee will be for the particular purpose stated in the employee's request for leave. The District will have the right to determine that leave is used for the purpose stated in the employee's request for leave. If not being used for the stated purpose, the District will revoke the leave and may take disciplinary action against the employee up to, and including, termination from employment and/or processing as abandonment.

(f) An employee being on leave for part or all of two consecutive school years must return to work for a full year before being awarded another leave of absence, unless the employee is eligible for Military or FMLA leave in the third year.

Section 8.02 – Sick Leave

(a) Employees unable to work because of their own illness, injury or medical requirement or the illness, injury, medical requirement or death of a spouse, child, parent, sibling, other close relative, or member of the employee's household, will be paid for any hours for which they use earned Sick Leave. Sick Leave will be charged in quarter-hour increments for the amount of time absent from work.

(b) Full-time employees will be credited with four (4) days of Sick Leave as of the first contract day of each school year and will thereafter be credited with one (1) additional day of Sick Leave for each month of employment during which time the employee is in a compensated status for at least ten (10) workdays.

(c) No employee may be credited with more than one (1) day of Sick Leave for each month of "compensated" employment in a Fiscal Year.

(d) There is no limit on the amount of Sick Leave an employee may accrue.

(e) Sick Leave earned in another Public School System in Florida will be credited at the rate of one (1) day for each day earned in the District.

(f) Employees working in summer school will earn Sick Leave as provided in provision (b) of this Section.

(g) Employees will provide as much advance notice of anticipated use of Sick Leave as possible. However, an employee will notify their Administrator no later than the start of the employee's work day on the day the employee must be absent.

(h) Illness occurring during the work day requiring the employee to utilize sick leave will be reported to the employee's Administrator as soon as possible.

(i) Charges to Sick Leave will be documented in a manner prescribed by the District and submitted to the employee's Administrator within five (5) working days following his or her return from such absence.

(j) The District may require employees to provide a physician's certification or other supporting evidence when there is any question as to potential abuse of Sick Leave or when the employee has been absent without leave and issued Orders Re: Absenteeism.

(k) Employees may donate accrued Sick Leave to a spouse, child, parent, or sibling who is also an employee of the District, provided that the recipient has depleted all their Sick Leave, excluding the Sick Leave Bank (see Section 8.03 of this Agreement).

(l) Sick Leave may not be used or donated until it is credited.

(m) Employees should request a leave of absence, under Section 8.04 FMLA for qualifying reasons. Employees should request a leave of absence under Section 8.05 for their own non-job-related injury or illness when FMLA leave is exhausted or if the employee is ineligible for FMLA leave. Refer to Sections 8.04 and 8.05 for more information.

Section 8.025 – Sick Leave Donation to Non-Family Members

(a) A district employee may authorize another non-family member employee to use sick leave that has accrued to the authorizing employee.

(b) Each such authorization will be on a form provided by the Superintendent or designee and will indicate the authorizing employee, recipient, and number of days authorized for use. This provision will not apply to paid leave available in accordance with any sick leave pool established by collective bargaining agreement, nor to any other form of leave.

(c) In order to participate in this program, the minimum number of days needed by the recipient will be ten (10).

(d) The recipient will provide documentation, by the treating physician, of the illness, accident, or injury for which the leave is authorized under Section 1012.61(1), Florida Statutes. The physician's statement must also specify the number of days before the leave recipient would be expected to return to duty.

(e) The recipient must have exhausted all of his or her accumulated sick leave to be eligible to use sick leave accrued by the donor.

(f) Donated sick leave will be used in the order in which it was donated. Any donated sick leave that remains unused after the recipient either returns to duty or is terminated from employment will be returned to the donor(s) from whom it came.

(g) An authorizing employee under this paragraph will retain at least ten (10) days of sick leave when donating sick leave to another employee.

(h) The maximum number of days that may be received under this program will be equal to the number of workdays remaining in the recipient's contract year.

(i) Subject to a renewed physician's statement, up to one additional contract year may be received through donation.

(j) Donations must be made in full donor workday increments. Said donations will be converted to hours and allocated to the recipient on that basis, thus accounting for disparate workday lengths.

Section 8.03 – Sick Leave Bank

(a) A Sick Leave Bank (hereinafter referred to as the Bank) has been established to assist in offsetting the effects of verified catastrophic-life threatening illness or injury which may afflict an employee who is a member of the Bank.

(b) Employees will be eligible to join the Bank, as outlined in the Sick Leave Bank Guidelines, by voluntarily donating one (l) day of earned Sick Leave to the bank. In order to donate, an employee must have been a full-time employee for at least one (l) year and have a Sick Leave balance of not less than three (3) days at the time of annual enrollment.

(c) An employee who is a member of the Bank may draw up to sixty (60) days of Sick Leave from the Bank, provided all of the following are met:

(1) The employee has exhausted all earned Sick Leave;

(2) The employee's illness or injury continues no less than ten (10) days beyond the employee's exhaustion of Sick Leave. If a draw on the Bank is approved, the draw will be retroactive to the date the employee's Sick Leave was exhausted;

(3) The employee presents medical documentation to establish the nature and extent of the illness or injury, as well as the estimated length of absence;

(4) Sufficient days exist in the Bank to cover the days requested

(5) The employee is not drawing Worker's Compensation from the District; and

(6) The employee returns any unused days to the Bank.

(d) The administration of the Bank will be entrusted to a committee consisting of two (2) representatives from MEA, one (1) representative from MESP, one (1) representative from IUPAT, one (1) non-instructional management representative, and one (1) administrator. The committee will review all employee requests of the Bank to determine eligibility and number of days to be drawn from the Bank; establish forms and procedures to prudently and effectively administer the Bank; and maintain records pertinent to the Bank which will be available to the Association upon request, provided that all medical records will be treated as confidential information. The decision of the committee to deny benefits will be final; however, an employee may request reconsideration of their request.

(e) The abuse of the Bank by an employee will be cause for discipline. In addition, any employee found to be abusing the Bank will reimburse the Bank for such abuse.

(f) When the Bank has 1500 hours or fewer remaining, the Bank will be replenished by asking for voluntary contributions from employees who are members. A member who declines to contribute to the replenishment will be removed from membership in the Bank.

(g) If sufficient interest does not continue to maintain a balance of at least 1500 hours, the Bank will lapse upon exhaustion of any remaining days.

(h) The Bank will have one enrollment period per year to coincide with Annual Benefits Enrollment each fall, making the member's effective date the following January 1st.

Section 8.04 – Family and Medical Leave

(a) In compliance with the Family and Medical Leave Act (FMLA) of 1993 and following School Board Policy, full-time employees who have completed twelve (12) months of service with the District and 1,250 hours in twelve (12) months preceding the leave will be entitled to up to a maximum of twelve (12) weeks of leave under FMLA per twelve (12)-month period (rolling forward from the date of first FMLA) for the following reasons:

(1) The birth of the employee's child;

(2) The placement of a child with the employee for adoption, foster care, or court appointment;

(3) To care for the employee's spouse, child, or parent who has a serious health condition;

(4) A serious health condition rendering the employee unable to perform their job; or

(5) Any qualifying exigency that arises because the spouse, son, daughter, or parent of an employee is a service member serving with the Armed Forces; a veteran of the Armed Forces, National Guard or Reserves; or on active duty or has been notified of an impending call or order to active duty as a member of the National Guard or Reserve or a retired member of the Regular Armed Forces or Reserve in support of a contingency operation.

(b) An eligible employee who is the spouse, son, daughter or next of kin of a covered service member is entitled to a total of twenty-six (26) weeks of leave during a twelve-month period to care for the service member.

(c) If possible, employees will provide at least thirty (30) days advance notice of their intent to use leave under this Section. If requested, employees will provide appropriate documentation of the need for leave under FMLA within fifteen days of receiving the leave request form from the District or their leave may be denied.

(d) If leave under FMLA is being requested for a situation in which Sick Leave under Section 8.02 would be appropriate, and the employee has a sick leave balance, s/he will initially be placed in a paid leave status. However, an employee may elect to retain up to ten days of Sick Leave when on a Board-approved leave of absence so long as the employee notifies payroll in advance of the days being paid out as sick leave.

(e) An employee utilizing a District-sponsored Long- or Short-Term Disability plan while on FMLA may elect to shelter accrued sick leave and choose to be uncompensated while receiving disability compensation.

(f) While on unpaid leave under this section, the Board will continue to make premium contributions for the employee's group health and life insurance as well as any other voluntary products they currently purchase. An employee must arrange with the District's Risk Management Division for the timely payment of the employee's premium contributions, if any, for such insurance, as well as the full cost of any dependents' coverage the employee wishes to continue. If the employee does not make required payments as specified by the District, the insurance policy will lapse.

(g) Upon returning from leave under this Section, an employee will maintain their seniority and accrued leave and will be restored to the same classification in a position for which the employee is State Certified.

Section 8.05 – District Medical Leave

Employees who have completed ninety (90) workdays with the District and who are ineligible for any or continued leave under FMLA, may apply for a District Medical Leave for any absence extending more than ten (10) days or for any absence less than ten (10) days when the employee does not have accrued leave to cover the absence, utilizing the same process outlined above for FMLA. However, the following will apply to District Medical Leave:

(a) Employees unable to work due to their own non-job-related injury or illness (see Section 8.11 of this Agreement regarding Job-Related Injury/Illness) may request Medical Leave through the end of their current instructional contract by submitting an FMLA form and physician documentation. Approval of such requests will be based on Board Policy and Federal Family Medical Leave Act requirements.

(b) Unless prohibited from doing so due to unforeseen, emergency circumstances acceptable to the District, Medical Leave may be requested and approved for the following/subsequent school year upon submission of an updated FMLA form and physician documentation by June 30th of each year.

(c) At the outset of any unpaid leave under this Section, employees may continue their group health and life insurance (as provided in Section 10.02 of this Agreement) by arranging with the District's Risk Management Division for the timely payment of the full cost (i.e., both the District's and the employee's cost) of such insurance, as well as the full cost of any dependent coverage the employee wishes to continue.

(d) If Medical Leave is being requested for a situation in which Sick Leave would be appropriate, and the employee has a sick leave balance of more than ten days, s/he will initially be placed in a paid leave status. However, an employee may elect to retain up to ten days of Sick Leave when on a board-approved leave of absence so long as the employee notifies payroll in advance of the days being paid out as sick leave.

(e) An employee utilizing a District-sponsored Long- or Short-Term Disability plan while on medical leave may elect to shelter accrued sick leave and choose to be uncompensated while receiving disability compensation.

(f) Upon returning from leave under this Section, an employee will maintain their seniority and accrued leave and will be restored to the same classification in a position for which the employee is State Certified.

Section 8.06 – Personal Leave

(a) The District will allow employees up to six (6) days of absence each Fiscal Year chargeable to earned Sick Leave as Personal Leave. An employee will provide no less than three (3) workdays advance notice of anticipated use of available Personal Leave.

(b) The use of Personal Leave will be documented as prescribed by the District and submitted to the employee's Administrator not later than the day of the employee's return to work.

(c) The District will allow employees to use up to four (4) of the six (6) Personal Leave days provided in provision (a) of this Section as Emergency Leave for sudden, urgent, or unforeseen occurrences which require an employee's absence. In cases of Emergency Leave, an employee will notify their Administrator not later than the start of the employee's work day on the day on which the employee must be absent.

(d) Personal Leave may be denied if five percent (5%) of the employees, or two (2) employees (whichever is greater), are expected to use Personal Leave on the same day at a work site. However, this provision cannot be used to deny Personal Leave to employees attending State Association activities or observing religious holidays.

(e) Personal Leave may be denied if, in an Administrator's opinion, the employee's absence would cause undue hardship or the interruption of vital school services. However, this provision cannot be used to deny Personal Leave to employees attending State Association activities or observing religious holidays.

Section 8.065 – Parental Leave

(a) Employees may be granted eighteen (18) months of Parental leave following the birth or adoption of a child by submitting an FMLA leave form along with documentation, if requested, of the birth or adoption.

(b) Employees on Parental leave must submit a new FMLA leave form by June 30th if they intend to remain on Parental leave into the next fiscal year. An employee being on leave for part or all of two consecutive school years must return to work for a full year before being awarded another leave of absence, unless the employee is eligible for Military or FMLA leave in the third year.

(c) At the outset of any unpaid leave under this section, employees may continue their group health and life insurance (as provided in Section 10.02 of this agreement) by arranging with the District's Risk Management Division for the timely payment of the full cost (i.e., both the District's and the employee's cost) of such insurance, as well as the full cost of any dependents' coverage the employee wishes to continue.

(d) If Parental Leave is being requested, and the employee has a sick leave balance, s/he will initially be placed in a paid leave status utilizing sick leave. However, an employee may elect to retain up to ten days of Sick Leave when on a board-approved leave of absence so long as the employee notifies payroll in advance of the days being paid out as sick leave.

(e) Upon returning from leave under this section, an employee will maintain their seniority and accrued leave and will be restored to the same classification.

Section 8.07 – Paid Administrative Leave

(a) At the discretion of the Superintendent or designee, an employee may be placed on Administrative Leave with pay.

(b) Such action will be documented in writing and a copy must be provided to the employee.

(c) While on paid administrative leave, the employee is expected to be available to report to work or to meet with district staff during their regularly scheduled work day. Failure to do so may result in disciplinary action or processing for job abandonment. An employee on such leave who needs to be unavailable to report or meet must notify the Superintendent's designee by the start of the employee's duty day of the need to utilize sick or personal leave for the time the employee plans to be unavailable.

(d) Employees may be required to fulfill professional responsibilities such as, but not limited to, lesson planning, grading, entering grades, finalizing grades, and may be given an alternative work assignment consistent with their job classification while on a paid administrative leave.

(e) In cases where the allegations are unable to be corroborated or are deemed to be unfounded, a letter indicating such will be composed, and a copy will be provided to the employee and placed in the employee's personnel file preceding the Paid Administrative Leave letter.

(f) When an investigation of a teacher on paid administrative leave results in a suspension without pay, the District will give the employee the option to convert the paid administrative leave days to unpaid suspension days. If the employee elects this option, the employee must then apply the maximum number of unpaid suspension days to the leave. Otherwise, the unpaid suspension days will be assigned by the District to begin following the paid administrative leave.

Section 8.08 – Military Leave for Reserve Duty

Employees who present official orders requiring attendance for training or other inactive duty in either the Armed Forces of the United States or the Florida National Guard will be entitled to Military Leave with no loss of pay for up to a maximum of 240 working hours per Fiscal Year.

Additionally, an employee will be entitled to leave when unable to work due to mandated military medical appointments. An employee will notify the supervisor immediately, unless notice is impossible or prevented by military necessity, and will provide the official documentation for such appointment. This leave is to be granted only after the employee submits documentation verifying attendance at the appointment.

Section 8.09 – Military Leave for Active Duty

(a) Full-time employees called to military duty (in either the Armed Forces of the United States or in the Florida National Guard) will be paid their current salary for workdays that would have occurred during the first thirty (30) calendar days of their activation. Thereafter, employees will have their total gross military pay supplemented up to the salary they were earning at the time of activation.

(b) At the outset of any leave under this Section, employees may continue their group health and life insurance (as provided in Section 10.02 of this Agreement) by arranging with the District's Risk Management Division for the timely payment of the employee's cost (if any) of such insurance, as well as the full cost of any dependents coverage the employee wishes to continue.

(c) Upon returning from leave under this Section, an employee will maintain their seniority and accrued leave and will be restored to the same classification in a position for which the employee is Certified.

(d) Upon returning from active military duty, an employee's base salary will be elevated to the level to which they would have risen had the employee earned a summative evaluation of Effective while on active military duty.

Section 8.10 – Jury Duty and Court Attendance

(a) An employee summoned to Jury Duty or required to perform Jury Duty will submit a leave request to their Administrator upon the employee's receipt of summons, and will be granted Jury Leave with no loss of pay. Any jury fee that may be paid will be retained by the employee.

(b) An employee subpoenaed to court in line of duty will submit a leave request to their Administrator upon the employee's receipt of the subpoena, and will be granted Temporary Duty Elsewhere (TDE) for court attendance. Any court fee that may be paid will be retained by the employee.

(c) An employee summoned to court in personal litigation will submit a leave request to their Administrator upon the employee's receipt of the summons and will be granted either unpaid Court Leave or paid Personal Leave.

Section 8.11 – Job-Related Injury/Illness

In compliance with FS Section 1012.63, an employee will be entitled to leave when an employee is unable to work because of a job-related injury or illness i.e., an injury or illness incurred in the line of duty.

Section 8.12 – Professional Leave

(a) Employees may be granted unpaid Professional Leave in accordance with School Board Policy 3430.08.

(b) At the outset of any leave under this Section, employees may continue their group health and life insurance (as provided in Section 10.02 of this Agreement) by arranging with the District's Risk Management Division for the timely payment of the full cost (i.e., both the District's and the employee's cost) of such insurance, as well as the full cost of any dependents coverage the employee wishes to continue.

(c) Upon returning from leave under this Section, an employee will maintain their seniority and accrued leave and will be restored to the same classification in a position for which the employee is State Certified.

Section 8.13 – Leave for National Board Certification

Candidates for National Board Certification may be granted Temporary Duty Elsewhere (TDE) for a number of days to be determined by the District on an annual basis.

Section 8.14 – Leave for Public Office

(a) A Permanent employee will be granted unpaid leave if elected or appointed as a member of the School Board, Superintendent, or member of the Marion County Delegation (State Senator or State Representative). The leave granted under this Section will continue for the employee's term as a member of the above-referenced elected office.

(b) Upon returning from leave under this Section, an employee will maintain their seniority and accrued leave and will be restored to their former classification in a position for which the employee is State Certified.

Section 8.15 – Domestic Violence Leave

(a) Up to a maximum of five (5) days of leave without pay in a twelve- (12) month period will be granted to an employee as Domestic Violence Leave if the employee, or a member of the employee's family or household, is a victim of domestic violence.

(b) An employee must have worked for the District for more than ninety (90) calendar days to be entitled to Domestic Violence Leave.

(c) Employees will provide no less than three (3) workdays' advance notice of the need for Domestic Violence Leave, unless the employee, or the member of the employee's family or household, is in imminent danger of harm.

(d) Employees will exhaust all forms of paid leave to which they may be entitled (e.g., Personal Leave, Sick Leave, etc.) before receiving unpaid leave under this Section.

(e) If requested by the District, an employee will provide substantiation of the need for Domestic Violence Leave.

Section 8.17 – Bereavement Leave

(a) Employees unable to work because of the death of a spouse, child, parent, sibling, other close relative, or member of the employee's household, may request Bereavement Leave.

(b) Such request must be filed within ten (10) workdays of the death and must be taken within thirty (30) calendar days of the death. Exceptions and/or extensions to the ten (10) and thirty (30) day time requirement may be granted by the Executive Director of Human Resources (EDHR).

(c) At the employee's discretion, they must be granted either:

(1) Sick Leave, and will be paid for any hours for which they use earned Sick Leave. [Sick Leave will be charged in quarter-hour increments for the amount of time absent from work], or

(2) Up to five days of Unpaid Leave

(d) Upon request of the supervisor, the employee will provide documentation of the death for which they are requesting Bereavement Leave.

Article 9
Compensation

Section 9.01 – Direct Deposit

(a) An employee hired after June 30, 1999, will be given thirty (30) calendar days to provide Payroll with the information necessary to have their paychecks made through direct deposit.

(b) An employee who can demonstrate a hardship, or that they have been unable to establish an account at a financial institution, may request an exemption from direct deposit.

(c) A temporary employee will not be required to participate in direct deposit.

(d) Upon the expiration of the present contract with the bank issuing District payroll checks, the District will make every reasonable effort in subsequent contracts to avoid the payment of any fee by employees cashing their payroll checks at that bank.

Section 9.02 – 196-Day Salary Schedule

(a) The 196-Day Salary Schedule for the current Fiscal Year is provided in Addendum B of this Agreement. The salary amounts reflected in Addendum B will be effective upon ratification by the Association and approval by the School Board with retroactive application to July 1, 2025. Any salary adjustment for subsequent years of this agreement will be subject to the reopener provision set forth in Article 12.

(b) An employee will elect one of the following pay cycle options: (1) 22 bi-weekly checks (i.e., with no paychecks for the summer); or (2) 26 bi-weekly checks (i.e., with four [4] checks to be distributed during the summer).

(c) An employee whose contract exceeds 196 days will be paid at their daily rate of pay (1/196 of the appropriate salary from Addendum B) times the number of days in the contract. At the request of the principal, the Media Specialist may work an additional two days (198 days) with the approval of the Deputy Superintendent of Curriculum and Instruction.

Section 9.03 – Placement on the Salary Schedule

(a) Employees will be initially placed on the Pay for Performance salary schedule based on their full-time teaching experience other than specified in (c) and (d).

(b) Teachers (other than those specified in (c) and (d) of this Section) will be placed on the salary schedule based on:

(1) Experience credit for all eligible years of full-time teaching experience in Florida;

(2) Experience credit for all eligible years of full-time teaching experience outside of Florida; and

(3) Claimed experience credit for up to three (3) years of verified active military service.

(c) Career and Applied Technology teachers will be awarded claimed experience credit subject to the following:

(1) Work experience must have occurred prior to employment in an instructional position by the District and must relate to the current assignment;

(2) Work experience required for obtaining the certificate may not be used;

(3) Work experience must be independently verifiable;

(4) No more than thirty (30) years of work experience credit may be used; and

(5) Claimed experience credit for up to three (3) years of verified active military service.

(d) Therapists and Social Workers will be awarded claimed experience credit upon verification subject to the following:

(1) Claimed experience must be full-time, directly-related clinical experience;

(2) Claimed experience must be degreed experience;

(3) Claimed experience must have occurred at a time when the individual would have clearly been eligible for regular Florida Teacher Certification (notwithstanding the Florida Teacher Certification Exam); and

(4) Claimed experience credit for up to three (3) years of verified active military service.

(e) Notwithstanding subsection (a) through (e) of this Section, teachers receiving benefits under any instructional retirement system will be placed on the appropriate salary schedule based on:

(1) Experience credit for no more than thirty (30) years of eligible full-time teaching experience; and

(2) Claimed experience credit for up to three (3) years of verifiable military service.

(f) Employees will be entitled to any negotiated salary increase in a Fiscal Year only after the collective bargaining agreement applicable to such year has been ratified by the Association and the School Board.

Section 9.04 – Performance Pay

(a) An employee who receives an overall rating of Effective or above on their annual performance evaluation (see Section 6.22 of this Agreement) will advance on the salary schedule, subject to collective bargaining between the Association and the District regarding salary advancement.

(b) An employee who receives an overall rating of less than Effective on their annual performance evaluation (see Section 6.22 of this Agreement) will not advance on the salary schedule until s/he has received an overall rating of Effective or above. However, any such employee will receive any other increase collectively bargained between the Association and the District.

(c) Unless prohibited by State legislation, any salary increases, bonuses, or supplement changes will be collectively bargained.

Section 9.07 – Moving Stipend

(a) (1) When moving into a newly- constructed facility, an employee (except for Media Specialists) will be paid $20.00 per hour for packing and unpacking for up to a maximum of three (3) workdays (i.e., 23.25 hours).

(2) When moving into a newly- constructed facility, Media Specialists will be paid $20.00 per hour for packing and unpacking for up to a maximum of eight (8) workdays (i.e., 62 hours).

(b) Employees will not be given compensation in addition to non-student contact workdays to accomplish a move.

Section 9.08 – Summer School Compensation

Employees working in summer school positions will be paid at the daily rate of the base pay level of the salary schedule, plus any appropriate supplement for their advanced degree (see Addendum B of this Agreement). This provision does not apply to fee-based programs.

Section 9.09 – Grants and Special Projects Salary Schedule

Employees hired for FTE/PBIF Programs payable under the Grants and Special Projects Salary Schedule will be paid at the daily rate of the base pay level of the salary schedule, plus any appropriate supplement for their advanced degree (see Addendum B of this Agreement).

Section 9.10 – Workshop Compensation

Changes in the Workshop Compensation for District employees, presenters, and participants will be collectively bargained. Professional Development offerings outside the contract day will be designated as receiving or not receiving compensation at the time of advertisement. Compensation will be disbursed only after the successful completion of all requirements as advertised.

Section 9.11 – Additional Workday Compensation

Employees who work more than the number of days provided in their contract will be paid at the daily rate of the base pay level of the salary schedule, plus any appropriate supplement for their advanced degree (see Addendum B of this Agreement).

Section 9.13 – Extra Duty Supplements

(a) Supplements are payments for duties working with or having an impact on students, are intended as payment for responsibilities beyond the regular work day, and are listed in Addendum C of this Agreement.

(b) After all required paperwork has been completed and received, payment for supplements in Categories A and B will begin no later than the third paycheck following the receipt of the required paperwork and will be retroactive to the start date of the supplement.

(c) When possible, supplements should be awarded to employees within the bargaining unit. Vacant supplements will be posted as follows:

(1) In the school where the vacant supplement exists;

(2) If unfilled, then by District-wide posting; and

(3) If unfilled, then by posting outside the bargaining unit.

(d) To qualify as a club and to be eligible to receive a supplement for the employee supervising the club, the following requirements must be met:

(1) The club must have a written constitution or set of by-laws,

(2) Students must be eligible for membership as determined by the school's Administrator,

(3) The club must meet a minimum of once each month from September through May,

(4) The club must participate in organized activities that benefit the students and the school, and

(5) The club must be a direct outgrowth of the instructional program.

(e) An employee who is supervising a club will:

(1) Work with the school Administrator to organize and conduct club activities,

(2) Attend all club meetings and functions, and

(3) Maintain a log of club activities and provide the school Administrator with a copy and summary at the end of the year.

(f) An Administrator who wishes to authorize the creation of a new club and the payment of a supplement under this Section will submit such requests in writing to the District's Executive Director of Human Resources for approval.

Section 9.14 – Differentiated Pay

Employees will receive differentiated pay, issued as a supplement and based on annual contract negotiations for assignments in the following areas:

(a) Critical Shortage Area: Any ESE-certified employee teaching a self-contained ESE class full time will receive a critical shortage area supplement, subject to annual negotiations. For 2026-2027, this supplement will be up to $2,100 (to include all Hillcrest instructional personnel). Qualifying employees will receive up to ½ of the supplement, paid after the end of each semester.

(1) Instructional employees at Bridgeway Academy full-time will qualify for a $1,500 supplement and will be compensated in the same manner for the 2026-2027 school year.

(2) Employees who leave the District prior to the end of a semester will not receive the supplement.

(b) Demographics: Subject to annual negotiations, and as required in statute, instructional employees assigned to a Title 1 school on November 15th of any given year will receive a supplement. For 2026-2027, this supplement will be $50.

(c) Additional Responsibility: Subject to annual negotiations, and as required in statute, instructional employees assigned additional responsibilities will receive a supplement as outlined in Section 9.13.

(d) Advanced Degree/Credits: Subject to annual negotiations, instructional employees holding an advanced degree or significant coursework in a graduate course of study will receive a supplement as outlined in section 9.15.

(e) ESE Specialist (District Assigned): Subject to negotiations, all ESE Specialists will receive an annual supplement of $3,000. For 2026-2027 school year, any ESE Specialist that mentors a new ESE Specialist will receive up to an additional $1,300 supplement with appropriate documentation. All ESE Specialists must be fully certified to receive the annual supplement. No additional days beyond the contracted amount will be awarded.

Section 9.15 – Payment for Advanced Degrees and Additional Graduate Credits

(a) A Salary Supplement will be paid to all employees with an advanced degree, in addition to the base salary shown for the Bachelor's degree.

(b) For those employees hired after July 1, 2011, any advanced degree for which a supplement is paid must be in an area in which the employee holds Florida State Teaching Certification.

(c) The supplement amounts shown below are subject to collective bargaining. For the 2026-2027 school year, supplements will be paid as follows:

(1) An employee with a Master's Degree meeting criteria in (a) and (b) above will receive a $2,500.00 supplement.

(2) An employee with a Specialist Degree meeting criteria in (a) and (b) above will receive a $4,500.00 supplement.

(3) An employee with a Doctoral degree meeting criteria in (a) and (b) above will receive a $6,500.00 supplement.

(d) Subject to the conditions in (a) and (b) above, the supplement for a Specialist Degree will be paid to any employee with a Master of Fine Arts Degree, or a Master's Degree plus a single course of study of 36 additional graduate credits.

Section 9.16 – Training Salary Schedule

(a) Postings for all trainings offered by the District will indicate the credit given for the training, whether it is Master Inservice Points or Course Credits, awarded through an accredited institution.

(b) All mandatory trainings will be conducted "on the clock" and consistent with the requirements of Section 6.18(c).

(c) All optional professional development taken by employees outside the 7.75-hour day, or on non-contract days, that are related to the employee's current assignment, will be paid at $27.50 per hour for the 2024-2025 School Year and $30.00 per hour beginning in the 2025-2026 School Year. Postings for such offerings will include the number of hours for which payment is made. Certification exam preparatory classes, as well as ESOL, advancement, and endorsement classes, are exempt. The District reserves the right to compensate employees for specific, high-need endorsement coursework.

(d) Newly hired employees, who attend the mandatory New Hire Orientation at the beginning of their initial employment year, will be paid at $30 per hour beginning 2025-2026 School Year.

Section 9.18 – Employee Attendance Incentive

(a) Beginning in the 2020-2021 School Year, employees who do not use any Sick or Personal Leave and who have not been placed in a "Without Pay" Status for the entire first semester of a School Year will receive a bonus of $300 upon conclusion of the first semester. The first semester begins with the first date of the work calendar.

(b) Employees who do not use any Sick or Personal Leave and who have not been placed in a Without Pay" status for the entire second semester of a School Year will receive a bonus of $300 upon conclusion of the School Year.

(c) An approved TDE will not disqualify an employee from receiving this incentive.

(d) This section is subject to annual negotiations.

Section 9.20 – Armed Forces Contract

(a) The annual contract covering the Commissioned and Non-Commissioned Officer(s) in the Junior Reserve Officer Training Corps (JROTC) programs will be consistent with U.S. Armed Forces guidelines and the current contract with the appropriate service.

(b) Each JROTC Commissioned and Non-Commissioned Officer(s) salary and number of days worked will be solely determined by the appropriate MIP as set by their branch of service. Any salary increase will be determined by the military.

(c) Extended contracts and Military Leadership Supplements will be awarded at the discretion of the District. At a minimum, one extended contract and one Military Leadership Supplement per school will be awarded.

Article 10
Benefits

Section 10.01 – Representation on Insurance Committee

Employees will be represented on the Insurance Committee by four (4) voting members and one (1) alternate selected by the Association. The Insurance Committee will present its bid considerations and plan modification recommendations to the Superintendent for review.

Section 10.02 – Insurance

(a) **Group Health Insurance**

(1) The District will provide employees with group health insurance. This insurance will be provided at no cost to employees.

(2) The no-cost plan provided by the district must provide at least those benefits provided by the Plan 1 provided in the 2012-13 year as modified by Alternative # 1, in terms of cost to the employee, deductibles, limits, maximums, and coverages. (Plan is at Addendum D)

(3) The District will offer employees the opportunity to purchase upgraded coverage and/or dependent coverage, provided the employee pays the cost of this coverage through payroll deduction.

(b) **Life Insurance**

(1) The District will provide each employee with term life insurance in the amount of one and one-half (1.5) times the employee's wage (but no less than $20,000) which will be paid to the employee's designated beneficiary. This insurance will include Accidental Death and Dismemberment (AD&D) coverage and a Waiver of Premium provision.

(2) The District will offer employees the opportunity to purchase a minimum of $50,000 of additional term life insurance at the applicable rate, provided the employee pays the cost of any such

additional coverage through payroll deduction. This insurance will include Accidental Death and Dismemberment (AD&D) coverage and a Waiver of Premium provision.

(c) **Long/Short-Term Disability Coverage**

The District will offer employees the opportunity to purchase long-/short term disability coverage, provided the employee pays the cost of any such coverage through payroll deduction. The offer of such coverage further depends on a minimum of ten percent (10%) of the District's employees electing such coverage and on finding a private insurance company willing to offer the coverage.

(d) **Vision Coverage**

The District will offer each employee the opportunity to purchase vision coverage for themselves and their eligible dependents, provided the employee pays the cost of any such coverage through payroll deduction. The offer of such coverage further depends on a minimum of ten percent (10%) of the District's employees electing such coverage and on finding a private insurance company willing to offer the coverage.

(e) **Dental Coverage**

The District will offer each employee the opportunity to purchase dental coverage for themselves and their eligible dependents, provided the employee pays the cost of any such coverage through payroll deduction. The offer of such coverage further depends on a minimum of ten percent (10%) of the District's employees electing such coverage and on finding a private insurance company willing to offer the coverage.

(f) Any change to the insurance coverages in this Section will be collectively bargained.

Section 10.03 – Retirement

Employees will be covered by applicable provisions of the Florida Retirement System as provided in FS 121.021(29).

Section 10.04 – Terminal Pay

(a) Upon separation from District employment, employees will be eligible for Terminal Pay as provided in this Section. However, employees who are discharged for cause will not be eligible for Terminal Pay.

(b) Terminal Pay will be calculated on an employee's rate of pay at the time of separation.

(c) Employees with ten (10) completed years of District service through twelve (12) completed years of District service will be paid for 50% of their accumulated Sick Leave hours earned in the District. The remaining 50% of Sick Leave hours will be forfeited for all purposes.

(d) At the beginning of the 13th year of District service, and continuing thereafter, employees will be paid for 100% of their accumulated Sick Leave hours earned in the District.

(e) Employees will notify the District of their anticipated date of separation no less than sixty (60) calendar days in advance of such separation. If notice, as required by this provision, is not provided, the disbursement of an employee's Terminal Pay may be delayed for up to a period of sixty (60) calendar days.

(f) Upon entering the Deferred Retirement Option Program (DROP) of the Florida Retirement System, the employees will elect to have a portion of their Terminal Pay sheltered in specific percentage annual installments or to have their entire Terminal Pay sheltered upon exiting DROP up to the maximum allowed by the U.S. Internal Revenue Service.

(g) All Terminal Pay that exceeds $1000 will be disbursed through a District-provided Special Pay plan (BENCOR) that permits public-sector employers to pay special forms of compensation in a tax-advantaged manner. Terminal Pay less than $1000 may be disbursed to the BENCOR plan at the request of the terminating employee. Terminal Pay less than $1000 paid by check is subject to appropriate payroll taxes as required by Internal Revenue Code.

(h) The Terminal Pay, if any, of an employee separated from service as a result of death will be disbursed through the District provided plan referenced in (g) of this Section.

Section 10.05 – Paid Holidays

(a) An employee who is on a 196-day contract will receive six (6) paid holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day and President's Day.

(b) An employee who is scheduled to work on the workday before and the workday after Independence Day/July 4th will be paid for that as a paid holiday.

Section 10.06 – Discount for Extended Day Childcare

(a) Employees with residential custody (as defined in School Board Policy 5120) of children in extended-day childcare provided by the District will be entitled to a discount of 50% in the approved fees for such childcare.

(b) In the event the District, in its sole discretion, provides extended day childcare through a third-party vendor, the discount provided in this Section will not apply.

Section 10.07 – Employee Assistance Program (EAP)

The District will provide employees with an Employee Assistance Program (EAP). The EAP will be capable of providing a comprehensive program of counseling and referral services regarding alcohol and substance abuse, mental health services, family and domestic issues, stress management, and health and wellness.

Article 11
Miscellaneous Provisions

Section 11.01 – Charter School

The District will provide the Association with a copy of any application for a Charter School in the District. Within ten (10) workdays of receiving any such application, or within a mutually agreeable extended time, the Association will notify the District of any anticipated impact on employees' wages, hours, and terms and conditions of employment. If impact bargaining is requested by the Association, such bargaining will be completed prior to School Board action on the application.

Section 11.02 – School Advisory Council

(a) Employees on a School Advisory Council (SAC) will be elected in accordance with State statutes.

(b) SAC surveys will not provide comment space or solicit individually identifiable information. Should such information be received regarding a specific program or individual, it will not be tallied, reviewed or published.

(c) The District will provide the Association with the summary results of any SAC survey.

Section 11.03 – School Improvement Plan

(a) The Association and the District agree that assisting schools to improve their delivery of instruction to students is a paramount and mutual goal.

(b) Once Board approved, all School Improvement Plans will be available online.

(c) No later than thirty (30) calendar days after its receipt of a SIP pursuant to provision (b) of this Section, the Association will notify both the District's Executive Director of Human Resources and the appropriate school in writing of any SIP that, in the opinion of the Association, conflicts with this Agreement. The Association and the District will then engage in a good-faith effort to resolve the Association's concern.

(d) If the implementation of a SIP results in the elimination of an occupied instructional position, the placement of the incumbent of any such position will be in accordance with Article 7 (Layoff and Recall) of this Agreement.

Section 11.04 – Labor/Management Committees

A Labor/Management Committee will be assembled to study, discuss and submit recommendations regarding each of the following subjects:

(a) Lesson plans and requirements pertaining thereto;

(b) Posting of grades and requirements pertaining thereto;

(c) Reconsideration of Extra Duty Supplements addressed in Section 9.14 (and detailed in Addendum C; and

(d) Possibility of buy-out of Sick Leave for vested employees.

(e) Modifications and implementations of Marion County's instructional evaluation system.

Section 11.05 – Retroactivity
Employees who have separated from employment with the District prior to the date of School Board approval of the new/revised collective bargaining agreement will forfeit any retroactive pay or other benefit provided in such new/revised collective bargaining agreement.

Article 12
Duration

Section 12.01 – Duration

(a) This Agreement will be effective retroactively as of July 1, 2025, and will continue in full force and effect through June 30, 2028.

(b) The Association and District agree to the maximum extent possible, bargaining sessions will take place during times that will enable employees to attend. When necessary, both parties may agree that bargaining sessions can extend beyond 5:00 p.m. Both parties may also agree to hold sessions during normal school hours as needed.

Section 12.02 – Reopeners

(a) The Association and the District agree to engage in collective Bargaining on the entire contract for effect on July 1, 2025.

(b) The Association and the District agree to reopen collective bargaining on the following items for effect on July 1 of 2026:
(1) Salary;

(2) Compensable fringe benefits (i.e., insurance and paid holidays);

(3) Enactments of the Florida State Legislature impacting employees' salary, hours or terms and conditions of employment; and

(4) The Association and District agree to no more than three (3) reopener sections by choice.

(c) The Association and the District agree to reopen collective bargaining on the following items for effect on July 1 of 2027;

(1) Salary;

(2) Compensable fringe benefits (i.e., insurance and paid holidays);

(3) Enactments of the Florida State Legislature impacting employees' salary, hours or terms and conditions of employment; and

(4) The Association and District agree to no more than six (6) reopener sections by choice.

(e) Every effort will be made to reach a tentative agreement with contract negotiations by the end of August of the current school year.

Section 12.03 – Changes to Agreement

This Agreement will be subject to change, amendment, or supplement at any time by the mutual consent of the Association and the District. Any such changes, amendments, or supplements will be reduced to writing and submitted to the Association and the District for ratification. Upon ratification, the changes, amendments, or supplements will become effective.

Section 12.04 – Savings Clause

In the event any provision of this Agreement is found to be contrary to applicable law or regulation by a court of competent jurisdiction, such provision will be deemed invalid only to the extent determined by said court. All other provisions of this Agreement will remain in full force and effect.

Notification of Nondiscrimination

The Marion County School District does not discriminate on the basis of race (including anti-Semitism), ethnicity, color, national origin, sex, sexual orientation, disability (including HIV, AIDS, or sickle cell trait), pregnancy, religion, marital status, age (except as authorized by law), military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes") in its educational programs, services or activities, or in its hiring or employment practices as required by Title IX, Title VI, Title VII, Age Discrimination Act of 1967, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Florida Educational Equity Act of 1984. A lack of English language skills will not be a barrier to admission or participation. The District also provides equal access to its facilities to the Boy Scouts and other patriotic youth groups, as required by the Boy Scouts of America Equal Access Act.

Sexual harassment is a form of discrimination, which is against the law and against School Board Policy. The District will not tolerate sexual harassment activity by any of its members of the school district community, including students, employees, and third parties pursuant to Title VII of the Civil Rights Act of 1964 and Title IX Rules and Regulations.

Questions, complaints, or requests for additional information regarding discrimination or harassment may be sent to the below-designated personnel at 1614 E. Fort King Street, Ocala, FL 34471. Retaliation against an individual who files a report is prohibited.

ADA, Title IX, and Equity Compliance: Dawana Gary, Director, Employee Relations
Phone: (352) 671-7711, email address: dawana.gary@marion.k12.fl.us

Section 504 Compliance: Anna Williams-Jones, M.A.Ed., Director, Exceptional Student Education
Phone: (352) 671-6832, email address: anna.williams-jones@marion.k12.fl.us

Student Complaints: John Kerley, Ed.D., Director of Student Discipline Phone: (352) 671-7790; email address: john.kerley@marion.k12.fl.us

IN WITNESS WHEREOF, the Association and the District have caused their names to be subscribed hereto by their duly authorized officers or representatives on this 25th day of August 2026.

For the
Marion Education Association
(the Association):

Mark Avery
Chief Negotiator
Marion Education Association

Christopher Altobello
ED, United Svc Unit
Marion Education Association

For the
Marion County Public Schools
(the District):

Dr. Sarah James
Board Chair
Marion County School Board

Danielle Brewer, Ed.D.
Superintendent
Marion County Public School

Addendum A
Classifications

Career Education Facilitator*
Content Area Specialist*
Educational Diagnostician*
ESE Specialist*
ESOL Resource Facilitator*
High School Graduation Resource Facilitator*
Instructional Coach*
JROTC Commissioned and Non-Commissioned Officer
Learning Resource Specialist*
Magnet Facilitator*
Media Specialist*
School Counselor*
Social Worker
Student Services Manager*
Teacher
Testing Facilitator*

*Employees accepting assignment to these classifications are subject to involuntary reassignment back to the classification previously held provided that Step 2 of Progressive Discipline as outlined in Section 6.23 or any document for misconduct as outlined in Section 6.235 has been initiated. When that classification was at another worksite, the District will make every effort to honor a request to be returned to that worksite as soon as possible.

Coaching, mentoring, and training should be available during the first 12 months of the employee's new classification. An employee will not be involuntarily reassigned per this language as it relates to the Performance Discipline System, Section 6.23, during their first 12 months of the new classification.

ADDENDUM B

Part I: Classroom teachers with ten or more years of experience in a Florida Public School, Salary Schedule: School Year 2026-2027

- This Salary Schedule is for classroom teachers who have ten or more years of experience in a Florida public school.
- For this Addendum only, the following classifications are considered to be classroom teachers: JROTC Commissioned and Non-Commissioned Officer and Teacher.
- Classroom teachers that meet the preceding definitions will receive a $2,400 increase. This increase is retroactive to July 1, 2026.
- In order to receive the above-mentioned increase, the employee must be employed by the District by the date that the School Board approves the 2026-2027 CBA.
- The employee's classification and years of service on the date the School Board approved the 2026-2027 CBA will determine if the employee is entitled to the increase as defined in Part I of this addendum.

Part II: All other members of the bargaining unit that do not qualify for the increase as defined in Part I of this addendum Salary Schedule: School Year 2026-2027

- All other members of the bargaining unit that do not qualify for the $2,400 increase described in Part I of this addendum will receive an increase based on their years of service as outlined in the chart below. This increase is retroactive to July 1, 2026.

Years of Service	Increase
0	$0
1 to 9	$750
10 to 99	$1,800

- In order to receive the above-mentioned increase, the employee must be employed by the District by the date that the School Board approves the CBA.
- The employee's classification and years of service on the date the School Board approves the 2026-2027 CBA will determine if the employee is entitled to the increase as defined in Part II of this addendum.

Part III: Supplements for advanced degrees

- Supplements for advanced degrees are annual additions to the base salary that continue in force as long as the employee continues to qualify for the supplement. Supplements do not become part of the employee's continuing Permanent Base Salary. Advanced degree supplements are as follows: Master's $2,500; Specialist $4,500; Doctorate $6,500.

Part IV: New Employee Placement Matrix: School Year 2026-2027

This Matrix will be used for initial placement of all new employees hired after July 1, 2021. This represents the base salary only – see Section 9.15 regarding salary supplements for advanced degrees.

NEW HIRE PLACEMENT (Approved exp.)	MCPS BASE SALARY
0	$ 50,000.00
1	$51,506.00
2	$51,506.00
3	$51,506.00
4	$51,506.00
5	$51,506.00
6	$52,406.00
7	$52,406.00
8	$52,406.00
9	$52,406.00
10	$52,406.00
11	$53,556.00
12	$53,556.00
13	$53,556.00
14	$53,556.00
15	$53,556.00
16	$54,556.00
17	$54,556.00
18	$54,556.00
19	$54,556.00
20	$55,306.00
21	$57,056.00
22	$57,856.00
23	$58,656.00
24	$59,456.00
25	$60,256.00
26	$62,756.00
27	$63,756.00
28	$64,756.00
29	$65,756.00
30	$66,756.00
31+	$67,856.00

Starting July 1, 2018: *New hire placement will be minus one year until ratification of the current year assignment.

Board Approved: 08/25/2026

Addendum C
Extra Duty Supplements

Supplements are payments for duties working with or having impact on students. They are intended for specific responsibilities beyond the 7.75-hour work day. The supplements are listed by level.

HIGH SCHOOL ATHLETIC SUPPLEMENTS

Varsity Head Coach	**Value**		**Sub-Varsity Head Coach**	**Value**			
Football	5,000		Football	1,900			
Basketball Boys	5,000		Basketball Boys	1,900			
Basketball Girls	5,000		Basketball Girls	1,900			
Baseball	5,000		Baseball	1,900			
Softball	5,000		Softball	1,900			
Varsity Cheer	2,900		JV Cheer	1,900			
Soccer Boys	2,200		Soccer Boys	1,770			
Soccer Girls	2,200		Soccer Girls	1,770			
Volleyball	2,200		Volleyball	1,770			
Wrestling	2,200		Wrestling	1,770			
Track Boys	2,200		Track Boys	1,770			
Track Girls	2,200		Track Girls	1,770			
Lacrosse Boys	2,200						
Lacrosse Girls	2,200						
Cross Country Boys	1,900						
Cross Country Girls	1,900						
Bowling	1,900						
Swimming Boys	1,900						
Swimming Girls	1,900						
Golf Boys	1,900						
Golf Girls	1,900						
Weightlifting Boys	1,900		Weightlifting Boys	1,770			
Weightlifting Girls	1,900		Weightlifting Girls	1,770			
Tennis Boys	1,900						
Tennis Girls	1,900						
Beach Volleyball	1,900						
Flag Football (FHSAA)	1,900						
Competitive Dance	1,900						
Varsity Assistant			**Sub-Varsity Assistant**			**Undesignated**	
Football Coord. (2)	2,700		Football Asst. (1)	1,600		Any Sport (2)	1,770
Football Asst. (2)	1,900		Football Asst. (2)	1,400		Non-Football (1)	1,770
V Football Asst. (1)	1,600					Female Sport Only (2)	1,770
Flag Football (FHSAA)	1,770						
Beach Volleyball	1,770						
Basketball Boys	1,770						
Basketball Girls	1,770						
Baseball	1,770						
Softball	1,770						

HIGH SCHOOL ORGANIZATIONS

		Value
Freshman Class		1,000
Sophomore Class		1,000
Junior Class		1,000
Senior Class		1,000
Student Council/Government		1,000
Art		1,000
Debate		1,000
Ecology		1,000
ESOL		1,000
French		1,000
German		1,000
Latin		1,000
Spanish		1,000
Literacy		1,000
Math Counts		1,000
Mu Alpha Theta		1,000
NHS		1,000
Science		1,000
Sign Language		1,000
Social Studies		1,000
DECA		1,000
FBLA		1,000
FCCLA		1,000
FPSA		1,000
FFEA		1,000
HOSA		1,000
STN (Student Television Network)		1,000
Tech St Association		1,000
Skills USA (one per program)		1,000
FFA Level I		1,000
FFA Level II		1,500
FFA Level III		2,000

High School Performing Arts		Value
Band Director		5,000
Band Director Assistant		1,600
Chorus Director I		1,000
Chorus Director II		2,000
Chorus Director III		3,000
Drama Director I		1,000
Drama Director II		2,000
Drama Director III		3,000
Drill Team		1,500
School Related High School		
Grade/Department Chair		500
Assistant Athletic Director		3,100
Activity Director		2,200
HS Student Services Manager		2,500
Ag Summer Service		2,500
Magnet Coordinator		3,200
Military Leadership		2,500
School Publication I		1,350
School Publication II		1,750
Graduation Coordinator		1,000
HS Academic Team		2,050
Fitness And Nutrition in Schools (FANS) Club Sponsor – 2 per school (subject to funding from the Marion County Hospital District)		1,000
Fitness And Nutrition in Schools (FANS) Learning Landscape and/or Greenhouse Teacher – 2 per school (subject to funding from the Marion County Hospital District)		1,000
High School Robotics Supplement – must participate in District initiatives		1,500
Supportive Enforcement Liaison – 1 per school (subject to funding from the Marion County Hospital District)		500

Middle School		Value
Athletic		
Intramural Coach (10)		650
Performing Arts		
Band Director Level I		1,000
Band Director Level II		1,300
Band Director Level III		1,500
Chorus Director Level I		1,000
Chorus Director Level II		1,300
Chorus Director Level III		1,500
Middle School Organizations		
Health Occupations Students of America (HOSA)		1,000
Yearbook		1,000
FFA Level I		1,000
FFA Level II		1,300
FFA Level III		1,500
Math Counts		1,000
Academic Team		1,000
School Publications-Web/Newspaper		1,000
School Related Middle School		
Grade/Department Chair		500
MS Student Services Manager		1,000
Ag Summer Service		1,100
Fitness And Nutrition in Schools (FANS) Club Sponsor – 2 per school (subject to funding from the Marion County Hospital District)		1,000
Fitness And Nutrition in Schools (FANS) Learning Landscape and/or Greenhouse Teacher – 2 per school (subject to funding from the Marion County Hospital District)		1,000
Middle School Art Supplement – must participate in District initiatives, including but not limited to Superintendent's Art Show, Christmas Parade, Music Festivals		1,000
Middle School Drama Supplement – must participate in District initiatives, including but not limited to Superintendent's Art Show, Christmas Parade, Music Festivals		1,000
Middle School Robotics Supplement – must participate in District initiatives		1,000
Supportive Enforcement Liaison – 1 per school (subject to funding from the Marion County Hospital District)		500

School Related Elementary School		
Grade/Department Chair		500
ES Student Services Manager		500
Academic/Activity (2 per school)		1,000
Fitness And Nutrition in Schools (FANS) Ambassador – 2 per school (subject to funding from the Marion County Hospital District)		300
Elementary Art Supplement – must participate in District initiatives, including but not limited to Superintendent's Art Show, Christmas Parade, Music Festivals		1,000
Elementary Drama Supplement – must participate in District initiatives, including but not limited to Superintendent's Art Show, Christmas Parade, Music Festivals		1,000
Elementary Dance Supplement – must participate in District initiatives, including but not limited to Superintendent's Art Show, Christmas Parade, Music Festivals		1,000
Elementary Music Supplement – must participate in District initiatives, including but not limited to Superintendent's Art Show, Christmas Parade, Music Festivals		1,000
Elementary Robotics Supplement – must participate in District initiatives		500

District Assigned with approval of EDHR

		Value
Military Leadership		2,500
Career Education Facilitator		2,200
Facilities Manager		1,700
Special Events		1,200
Special Olympics		1,200
District Subject Area		1,200
Reading Endorsement or Reading Certified (must maintain endorsement on DOE certificate and serve in area where endorsement is utilized)		1,500
Instructional Talent Developer		1,100
District Enrichment Contacts		1,200
ESOL Resource Facilitator		2,090
MS/HS Academic/Activity I		500
MS/HS Academic/Activity II		1,000
MS/HS Academic/Activity III		1,500
NBPTS Certification (must maintain current certification and serve in area for which certified)		1,500
Lead Instructional Talent Developers (ITDs) – one (1) extra duty supplement per school: ES, MS, HS; must be Clinically Educator Certified and meet all requirements in the Lead ITD Agreement (subject to funding from Referendum dollars and school need)		2,200
Professional Development Certification Program (PDCP) Mentors – extra duty supplement: ES, MS, HS; must be Clinically Educator Certified and meet all requirements in the PDCP Mentor Agreement (subject to funding from Referendum dollars)		2,200
District Lead Social Worker – extra duty supplement, includes but is not limited to representing colleagues at community meetings/events; must be fully certified		2,500
Licensed Clinical Social Workers – extra duty supplement; must be fully certified and licensed (subject to funding from the State Mental Health Grant)		2,500

FDLRS/Springs Learning Resource Specialist – extra duty supplement, includes travel, virtual and face-to-face trainings; to begin in 2021-2022 SY (subject to funding from the FDLRS/Springs Grant)		2,500

Addendum D – Health Plan

See next four (4) pages.

Florida Blue
In the pursuit of health

2026 Health Plan Overview
Active Employees

MCPS
MARION COUNTY PUBLIC SCHOOLS
"Helping Every Student Succeed"

Blue Options	Plan 1	Plan 2 Health Savings Account (HSA) Compatible		Plan 3	Plan 4
Employee Deductions (Per Paycheck)					
Single Coverage	**$0.00**	**$19.18**		**$54.43**	**$127.96**
Family Coverage	**$200.86**	**$166.09**		**$384.67**	**$571.65**
Family (Spouse also employed full time at MCPS)	**$122.20**	**$87.13**		**$260.42**	**$447.41**
Plan Features – Amount Member Pays					
Calendar Year Deductible (CYD) Per Person / Family Aggregate		**Single Deductible**	**Family Deductible**		
▪ In-Network	$2,000 / $4,000	$1,700	$3,400	$1,500 / $4,500	$500 / $1,000
▪ Out-of-Network	Combined w/In-Network	$2,500	$5,000	Combined w/In-Network	Combined w/In-Network
Coinsurance % of covered services paid by you after CYD					
▪ In-Network	20%	20% / 25% (Option 2 hospitals)		20%	20%
▪ Out-of-Network	40%	40%		40%	40%
Out of Pocket Maximum Per Person / Family Aggregate	Includes CYD, Coinsurance, Copays and Rx	Includes CYD, Coinsurance, Copays and Rx		Includes CYD, Coinsurance, Copays and Rx	Includes CYD, Coinsurance, Copays and Rx
▪ In-Network	$6,350 / $12,700	$5,000		$3,000 / $6,000	$2,500 / $5,000
▪ Out-of-Network	$7,350 / $13,700	$10,000		$5,000 / $10,000	$5,000 / $10,000
General Healthcare					
Physician Office Visits [1]					
▪ Value Choice Provider (*Sanitas*)	$0 Copay	CYD		$0 Copay	$0 Copay
• Primary Care/Walk-in Sick Visit	$0 Copay	CYD		$0 Copay	$0 Copay
▪ In-Network Family Physician	$25 Copay	CYD +20%		$25 Copay	$20 Copay
▪ In-Network Specialist	$75 Copay	CYD +20%		$75 Copay	$75 Copay
▪ Out-of-Network Provider	CYD +40%	CYD +40%		CYD +40%	CYD +40%
TELADOC: Physician Phone or E-Visit	$10 Copay	CYD +20%		$10 Copay	$10 Copay
▪ Customer Service: 1-800-835-2362					
▪ Email help@teladoc.com					
Urgent Care Centers					
▪ In-Network	$35 Copay	CYD +20%		$35 Copay	$35 Copay
▪ Out-of-Network	OON Ded +$35 Copay	OON Ded +20%		OON Ded +$35 Copay	OON Ded +$35 Copay
Independent Clinical Lab Services					
▪ Quest Diagnostics (*Exclusive* In-Network Provider) 1-866-697-8378	$0 Copay	CYD		$0 Copay	$0 Copay
▪ Out-of-Network Lab Providers	CYD +40%	CYD +40%		CYD +40%	CYD +40%
Preventive Healthcare (Wellness)					
Annual Adult Wellness / Well Child Care Services (CYM, INN)	Unlimited	Unlimited		Unlimited	Unlimited
Routine Physical Exams and Immunizations					
▪ Value Choice Provider (*Sanitas*)	$0 Copay	$0 Copay		$0 Copay	$0 Copay
▪ In-Network Family	$0 Copay	$0 Copay		$0 Copay	$0 Copay
▪ In-Network Specialist	$0 Copay	$0 Copay		$0 Copay	$0 Copay
▪ Out-of-Network (unlimited)	40% (No CYD)	40% (No CYD)		40% (No CYD)	40% (No CYD)
Preventative Care (age restrictions apply) (INN/ONN)					
▪ Mammograms	$0 Copay	$0 Copay		$0 Copay	$0 Copay
▪ Routine Colonoscopy	$0 Copay	$0 Copay		$0 Copay	$0 Copay

[1] **Physician Office Visits**: Separate, additional 20% member cost share for Physician Administered Drugs administered at an In-Network physician's office. Maximum member out of pocket is $200 per month. Separate, additional 50% member cost share for Physician Administered Drugs administered at an Out-of-Network physician's office. No cap on member monthly maximum Out of Pocket for Out-of-Network. This does not include allergy injections or immunizations.

CYD = Calendar Year Deductible. CYM = Calendar Year Maximum. OON = Out-of-Network. INN = In-Network, Family Physician = Family Practice, General Practice, Internal Medicine, Pediatrician. Out-of-Network providers are reimbursed based on an allowance. Members may be balanced billed by an out-of-network provider for amounts above the allowance even for services reimbursed at 100%. In-Network Providers accept the BCBSF allowance and are not permitted to balance bill.

Florida Blue
In the pursuit of health

2026 Health Plan Overview
Active Employees

MCPS
MARION COUNTY PUBLIC SCHOOLS
"Helping Every Student Succeed"

Prescription Drug Benefits				
Click for covered Rx list	Plan 1 - Closed Formulary	Plan 2, 3 & 4 - Open Formulary	Plan 2, 3 &4 - Open Formulary	Plan 2, 3 & 4 - Open Formulary
Coverage ▪ Generic (tier 1) ▪ Preferred Brand (tier 2) ▪ Non-preferred (tier 3) ▪ Mail Order ▪ Creditable Coverage (Medicare/Medicaid)	 Yes Yes No No Yes	 Yes Yes Yes No Yes	 Yes Yes Yes Yes Yes	 Yes Yes Yes Yes Yes
Plan Features	Generic (tier 1) & Preferred brand (tier 2)	Integrated Rx Plan Rx expenses apply to your Medical CYD	Mail Order Copays	Mail Order Copays
Out of Pocket Expenses				
Retail Pharmacy ▪ Generic (tier 1) ▪ Brand Rx Deductible ▪ Preferred (tier 2) ▪ Non-Preferred (tier 3)	 $10 Copay No $50 Copay **Not covered**	 CYD +20% CYD + Preferred / Non-Preferred CYD +30% CYD +50%	 20% $500 Deductible 40% 50%	 20% No 40% 50%
Specialty Drugs				
Specialty Drugs [1] ▪ CVS Specialty CareMark 1-866-278-5108 ▪ Accredo 1-888-425-5970	**Self-Administered Specialty** [2] **are Not Covered** *(except for Oral Chemotherapy and HIV medications)*	**Self-Administered Specialty** [2] **are Not Covered** *(except for Oral Chemotherapy and HIV medications)*	50% Specialty Drugs	50% Specialty Drugs
Mail Order Prescriptions				
Mail Order Plan- 90-day supply ▪ Amazon Pharmacy Home Delivery ▪ Customer Care 855-965-7539 ▪ MedsYourWay Discount Card Pricing*	Mail Order Not Included	Mail Order Not Included	Mail Order- No Deductible $20 Generic (tier 1) $80 Preferred Brand (tier 2) $140 Non-Preferred (tier 3)	Mail Order- No Deductible $20 Generic (tier 1) $80 Preferred Brand (tier 2) $140 Non-Preferred (tier 3)

[1] **Specialty Drugs** are high-cost injectable, infused, oral, or inhaled medications that may or may not require close supervision and monitoring of the patient. Provider-Administered specialty drugs require administration by a physician in an office or outpatient setting, are covered under the medical benefit, and require supervision. For a current list of Provider-Administered specialty drugs, click here.
[2] **Self-Administered specialty drugs** are obtained from a specialty pharmacy and are self-administered at home. They are excluded from coverage on Plan 1 and Plan 2. For a current list of Self-Administered specialty drugs, click here.

Florida Blue
In the pursuit of health

2026 Health Plan Overview
Active Employees

MCPS
MARION COUNTY PUBLIC SCHOOLS
"Helping Every Student Succeed"

	Plan 1	Plan 2 Health Savings Account (HSA) Compatible	Plan 3	Plan 4
Hospital / Emergency Services				
Hospital Facility Services – Inpatient, Outpatient & Physical Therapy performed at a hospital				
▪ In-Network	CYD +20%	CYD +20% (Option 1) or 25% (Option 2)	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Emergency Room Facility Services				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	$200 Copay (waived if admitted)
▪ Out-of-Network	INN CYD +20%	INN CYD +20%	INN CYD +20%	$200 Copay (waived if admitted)
Ambulance - Ground, Air & Water	No Maximums	No Maximums	No Maximums	No Maximums
▪ In-Network & Out-of-Network	INN CYD +20%	INN CYD +20%	INN CYD +20%	INN CYD +20%
Outpatient Diagnostic Services				
Independent Diagnostic Testing Facility (IDTF) [1]				
▪ In-Network - Advanced Imaging Services (MRI, MRA, PET, CT, Nuclear Medicine)	CYD +20%	CYD +20%	CYD +20%	$125 Copay [2]
▪ In-Network IDTF Diagnostic Services (X-Ray, Ultrasound, etc.)	CYD +20%	CYD +20%	CYD +20%	$50 Copay
▪ Out of Network Diagnostic Services	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Mental Health / Substance Abuse Services [3]				
Office Visit				
▪ Value Choice Provider (*Sanitas*)	$0	CYD	$0	$0
▪ In-Network Family Physician	$25	CYD +20%	$25	$20
▪ In-Network Specialist	$75	CYD +20%	$75	$75
▪ Out of Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Inpatient / Outpatient Hospital Facility Services				
▪ In-Network	CYD +20%	CYD +20% (Option 1 & Option 2 hospitals)	CYD +20%	CYD +20%
▪ Out of Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Emergency Room Facility Services				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	$200 Copay (waived if admitted)
▪ Out of Network	INN CYD +20%	INN CYD +20%	INN CYD +20%	$200 Copay (waived if admitted)
Provider Services at Hospital and Emergency Room				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	$0
▪ Out of Network	INN CYD +20%	INN CYD +20%	INN CYD +20%	$0

[1] **Independent Diagnostic Testing Facility (IDTF)** Note: Prior Authorization required for Advanced Imaging Services In-Network or Out-of-Network at IDTF, includes Physician's Office or Outpatient Hospital
[2] **$125 Copay:** Also applicable at office location.
[3] **Mental Health and Substance Abuse Services** are subject to utilization management and require prior authorization. Call **Lucet (formerly New Directions Behavioral Health) at 1-866-287-9569.**

Florida Blue
In the pursuit of health

2026 Health Plan Overview
Active Employees

MCPS
MARION COUNTY PUBLIC SCHOOLS
"Helping Every Student Succeed"

	Plan 1	Plan 2 Health Savings Account (HSA) Compatible	Plan 3	Plan 4
Other Facilities and Provider Services				
Ambulatory Surgical Center Facility Services				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	$100 Copay
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Provider Services at Hospital and ER				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	INN CYD +20%	INN CYD +20%	INN CYD +20%	INN CYD +20%
Radiology, Pathology, Anesthesiology Provider Services at an Ambulatory Surgical Center				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	INN CYD +20%	INN CYD +20%	INN CYD+20%	INN CYD +20%
Provider Services at Locations other than Office, Hospital and Emergency Room				
▪ In-Network Family Physician	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ In-Network Specialist	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Home Health Care *CareCentrix 1-877-561-9910*	CYM60 visits	CYM60 visits	CYM60 visits	CYM60 visits
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Outpatient Therapy [1] and Spinal Manipulations	CYM 75 visits (includes 26 Spinal Manipulations)	CYM 75 visits (includes 26 Spinal Manipulations)	CYM 75 visits (includes 26 Spinal Manipulations)	CYM 75 visits (includes 26 Spinal Manipulations)
▪ In-Network Specialist	$75 Copay	CYD +20%	$75 Copay	$75 Copay
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Skilled Nursing Facility	CYM60 days	CYM60 days	CYM60 days	CYM60 days
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Hospice - Unlimited				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Durable Medical Equipment (DME) (Prosthetics / Orthotics) [2]				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Maternity				
▪ In-Network Specialist (initial visit only)	$75 Copay	CYD +20%	$75 Copay	$75 Copay
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Allergy Injections				
▪ In-Network Family Physician	$10 Copay	CYD +20%	$10 Copay	$10 Copay
▪ In-Network Specialist	$10 Copay	CYD +20%	$10 Copay	$10 Copay
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%

[1] **Outpatient Therapy** includes Cardiac Rehabilitation, OT, PT, Speech Therapy, Massage Therapy & Spinal Manipulations
[2] **Durable Medical Equipment (DME) (Prosthetics / Orthotics)** ***Prior Authorization: CareCentrix 1-877-561-9910***

This is not an insurance contract or Benefit Booklet. The above Benefit Summary is only a partial description of the many benefits and services covered by Blue Cross and Blue Shield of Florida, Inc., an independent licensee of the Blue Cross and Blue Shield Association. For a complete description of benefits and exclusions, please see Blue Cross and Blue Shield of Florida's Benefit Booklet and Schedule of Benefits; their terms prevail. The information contained in benefit overview includes benefit changes required as a result of the Patient Protection and Affordable Care Act (PPACA), otherwise known as Health Care Reform (HCR). Please note that plan benefits are subject to change and may be revised based on guidance and regulations issued by the Secretary of Health and Human Services (HHS) or other applicable federal agency.

Addendum E

Memoranda of Understanding

Memoranda of Understanding are short-term agreements, usually covering no more than a fiscal year, between the MEA and the District. While these memoranda do not change the body of the master agreement, they are binding on both parties.

Current MOU:

> *There are currently no Memoranda of Understanding that have not been incorporated into the contract.*