



# **COLLECTIVE BARGAINING AGREEMENT**

**between the**

**MARION EDUCATION ASSOCIATION**

**and the**

**SCHOOL BOARD OF MARION COUNTY**

**2019 - 2022**

**Board Approved: DATE**

*~An Equal Opportunity School District~*

# **COLLECTIVE BARGAINING AGREEMENT**

between the  
**Marion Education Association**  
and the  
**School Board of Marion County**  
**2019 - 2022** (Board Approved **DATE**)

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 shall 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 shall apply for all purposes of this Agreement.

Administrator - An employee's immediate supervisor, unless otherwise indicated. The term "Administrator" or "Administrators" shall refer to any and/or all of the following District classifications: Program Manager, Assistant Principal, Principal, Coordinator, Supervisor, Director, Area Director, 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 site-based 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.

District's Employment Services Division or (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*.

Highly Qualified - A designation that indicates that an employee has met the requirements of the Federal "No Child Left Behind Act" ~~Every Child Succeeds Act~~, where applicable.

Instructional Contract Status - Refers to whether an employee is on Probationary, Provisional, Annual, ~~or Permanent (i.e., Professional Services 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 his/her first year of employment within the bargaining unit. If an employee has a break in service, he/she 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. ~~The position of an incumbent taking leave for the full year will be filled with a teacher paid at entry level pay.~~ 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 **elected 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 120<sup>th</sup> day of the school year. Temporary Employees shall be paid according to the salary schedule below. However, beginning May 1<sup>st</sup> 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  
2019-2022 SALARY SCHEDULE**

POSITION	SALARY/CREDENTIALS
Certified Temporary Instructor – <b>(Out of Field)</b>	\$100 per day (no benefits) (BA degree or higher AND eligible for FL certification) Must sign an Out of Field Agreement
Certified & <b>HQ</b> Temporary Instructor – <b>(In Field)</b>	\$120.00 per day (no benefits) (BA degree or higher <b>AND</b> <b>HQ</b> 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 shall 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 shall 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 shall 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 shall 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 6.35 (Complaints and Grievances) of the Marion County School Board but not pursuant to both procedures.

### **Section 2.05 – Inappropriate Behavior Prohibited**

- (a) An employee shall 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 shall 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 shall 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**

- (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) shall continue unless revoked by the employee.
- (2) Initial notice of dues revocation must be made by the employee in person, and using a District-provided form available, at the United Service Unit Office. At this time the employee must surrender the membership/discount card issued by the Florida Education Association.
- (32) Notice of dues revocation may only be made during the first ten (10) work days of any school semester. 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.
- (43) The employee Association will be responsible for delivering the dues revocation form written request to the District's Payroll Division. Payroll deductions will cease following receipt of the dues revocation notice written request by the District's Payroll Division.

(c) Continuous Deduction

The Association's right to payroll deduction shall 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 shall 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<sup>th</sup> 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) shall be remitted to the Association twice once per month. The cut-off dates will be the 15<sup>th</sup> and end of each month and shall be remitted to the Association as soon as possible after that date. Remittance shall 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 shall prevail.

(h) Hold Harmless

The Association shall 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.

**Section 3.02 – Use of District Facilities**

Upon prior approval of the District's Deputy Superintendent ~~for Operations~~, the Association shall be allowed to use District facilities for Association meetings. Such meetings shall 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 shall pay a reasonable charge.

**Section 3.03 – District Financial 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.

**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 shall 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall 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 shall 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 shall 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 shall not supplant collective bargaining or the grievance procedure. Each party shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be included in the District's planning of the annual New Teacher Orientation.
- (b) The Association shall be allowed a scheduled time of no more than thirty (30) minutes during the annual New Teacher Orientation, and shall be allowed to distribute Association materials in the District's new hire packet.

### **Section 3.11 – District Committees**

The Association shall 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 shall be a regular stop on the courier route subject to normal courier schedules and restrictions.

### **Section 3.14 – Association Business**

- (a) The Association shall 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 shall give the District no less than three (3) work days notice of the use of such leave.
- (c) When any such days are used, the Association shall 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 shall be released from his/her regular duties to perform the duties of Association President for the term of his/her presidency. Said release shall 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 shall 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 shall be paid by the Association no later than thirty (30) calendar days after receipt of notice from the District.
- (c) The President shall be considered a full-time employee and shall enjoy all rights, benefits and entitlements appertaining thereto.
- (d) At the end of his/her presidency, the employee shall maintain his/her seniority and accrued leave, and will be restored to his/her former classification in a position for which the employee is State Certified and Highly Qualified.
- (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 he/she meets the district eligibility requirements for said supplements.

### **Section 3.16 – Right to Representation**

Members shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall

then be considered the grievant. Grievances submitted by the Association may be submitted directly to Step 2 of the grievance procedure.

- (d) All grievances shall be in writing on a form to be mutually agreed upon by the District and the Association.
- (e) A grievance shall contain the following information, which shall 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 shall 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 his/her 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 shall 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 shall 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 his/her immediate supervisor and to engage in informal efforts to resolve the grievance. Nothing contained in this paragraph shall release either an employee or the Association from filing a grievance within the time limit contained in Step 1 [below].
- (b) Grievances shall be processed in accordance with the following procedure:

##### **Step 1**

Within ten (10) work days of the event giving rise to a grievance, or within ten (10) work days of the date the grievant, using reasonable diligence, should have known of the event, a written grievance shall 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 shall consider the grievance, and answer the grievance in writing no later than ten (10) work days after receipt of the grievance.

### **Step 2**

If the grievance is not resolved at Step 1, the grievant, within five (5) work days of the Administrator's written answer at Step 1, shall submit the grievance in writing to the Superintendent or his/her designee.

The Superintendent or his/her designee shall consider the grievance, and answer the grievance in writing no later than five (5) work days 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) work days of the receipt of the Superintendent's or his/her designee's answer at Step 2. The notice of intent shall be served upon the Superintendent or his/her 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 shall be filed with the FMCS and shall request a panel of seven (7) qualified arbitrators.
- (b) An arbitrator shall 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 shall 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 shall have no power to add to, subtract from, modify, or alter the terms of the Agreement, but shall determine only whether or not there has been a violation of the Agreement as alleged in the grievance.
- (d) The arbitrator's decision shall be based solely upon the arguments and evidence presented in arbitration. The arbitrator's decision shall be in writing and shall be issued no later than thirty (30) calendar days after the close of the arbitration hearing.
- (e) The arbitrator's decision shall 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) shall be borne equally by the Association and the District.
- (g) Except for the services of the arbitrator, each party to this Agreement shall 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 shall be responsible for the cost of such transcript.

## **Article 6**

## **Conditions of Employment**

### **Section 6.01 – Notice of Arrests and Convictions**

An employee shall notify his/her Administrator not later than forty-eight (48) hours after any criminal arrest or charge involving the abuse of a child or the sale and/or possession of a controlled substance and of any conviction involving the crimes listed in FS 435.04(2). The term “conviction” shall include: pleas of guilty, findings of guilt, convictions, withholdings of adjudication, commitments to pre-trial diversion programs, and pleas of nolo contendere.

Such notification shall not be considered an admission of guilt, nor shall 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 shall be subject to discipline up to, and including, termination for cause.

### **6.015 – Professional Qualifications**

- (a) Instructional employees certified ~~and highly qualified~~ for their current position or the position they have been assigned to and notified of for the subsequent school year must maintain the certification ~~and highly qualified~~ 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 ~~and highly qualified~~, as long as the Employment Services Department approves their placement. Employees who elect to accept a position for which they are not certified ~~and/or highly qualified~~ 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 30<sup>th</sup> 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 into another area for which they may be certified ~~and highly qualified~~.
- (c) Employees shall not be involuntarily transferred into another position for which they are not certified ~~and/or highly qualified~~.

### **Section 6.02 – Professional Dress Code**

- (a) In order to set an example for the students, employees shall 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 shall be voluntary.

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

- (a) Personal Electronic Communication Devices (PECD) shall 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 shall 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 shall be limited to the employee and his/her Administrators. The District shall 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 shall 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 shall return issued texts at the conclusion of the school year. Teachers shall 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 judgement by teachers are conducive to maintaining a productive learning environment. The parties also agree that teachers have the responsibility to utilize professional judgement regarding differentiation of instruction. Teachers may also use professional judgement with supplemental materials that do not supplant the District adopted curriculum as the primary resource.

Further, the parties agree that professional judgement 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 shall 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 shall 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 rest room 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 shall not be required to do anything other than minor maintenance and repair work on equipment assigned for their use.
- (b) Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Employees shall report any unsafe or hazardous condition to their immediate supervisor and shall inform their immediate supervisor if asked to perform a task which would endanger the employee's health or safety. The District shall notify affected employees of the results of any tests conducted for hazardous conditions within five (5) work days of the receipt of any such results.
- (c) Employees shall 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 shall be governed by FS 1006.062.

#### **Section 6.09 – Posting of Vacancies**

- (a) Vacant positions in any classification covered by this Agreement shall be posted on the District's website for no less than five (5) calendar days unless filled by a HR initiated placement of another employee in that classification. When such an exception is made the Association will be notified.
- (b) 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 ten (10) work day period when administrators shall consider only current instructional employee applicants. Following the 10-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 his/her 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 shall complete the District's on-line application and shall then apply for each vacancy for which he/she wishes to be considered.
- (c) An employee seeking a Voluntary Transfer 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 shall be State Certified ~~and Highly Qualified~~ for the position for which he/she wishes to be considered.
- (e) An employee may apply for a Voluntary Transfer starting with the posting of any positions for the next school year and ending 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 his/her 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.

#### **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 shall 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 shall first seek employees who wish to volunteer to leave the impacted worksite(s) and who are ~~both~~ State Certified ~~and Highly Qualified~~ 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 shall 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 shall 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 ~~and Highly Qualified~~.
- (h) Any ties in Seniority under this Section shall 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 ~~and/or Employee Relations~~ 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 ~~for 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.
- (b) Employees shall be notified of all additional school activity vacancies in classifications covered by this agreement, by District e-mail.
- (c) The educational needs of children shall be a controlling factor in filling positions under this Section. An employee applying for an additional school activity position shall be State Certified ~~and Highly Qualified~~ for the position, and shall 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 3<sup>rd</sup> 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 daily rate of Pay Level A1 of the salary schedule or appropriately placed on the Board approved Grant Salary Schedule for the employee's degree.
- (f) When mandated by legislation to provide an extended school day, employees will receive their hourly rate of pay.

### **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/worksites. Supervising administrators will make every effort to place employees in positions for which they are State certified and highly qualified.
- (b) Employees shall be given notice of their tentative assignment for the next school year on or before ten (10) work days prior to the last work day 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/worksites), 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**

- (a) An employee required to move from one assigned classroom to another for the following school year, shall be given notice not less than five (5) work days 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. This Section does not apply to other moves which may be required during a school year or during the summer months.
- (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 his/her new classroom.

#### **Section 6.15 – Replacement Positions**

- (a) An applicant or employee placed in a replacement position shall 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 shall 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 shall 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 shall 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 shall receive a contract for the entire school year.
- (c) Each employee in a Job Share shall either teach half of each work day or teach a full work day every other scheduled work day. Each employee shall receive a salary of 50% of his/her 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 shall be the primary substitute for his/her absent partner whenever possible. A Job Share employee working as a substitute shall be paid substitute pay. If an employee is unable to substitute for his/her 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 shall 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 shall 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 shall prevail.

#### **Section 6.17 – Work Day**

- (a) The employee work day shall 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 **for Curriculum and Instruction**.

- (b) Each employee shall have a supervisory-free lunch period of no less than twenty-five (25) minutes, except in unusual cases where the safety of students may be affected or the security of the building may be affected.
- (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 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 shall 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 shall 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 site 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 absence or when the absence will not cause additional expense. **Compensatory time can be used at all schools, 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 site-based administrator to award, record and verify accumulation and use of compensatory time. A current record of Compensatory Time will be kept by the site-based 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, 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 work days of the notification from FDOE.
- (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, an employee will be transferred to a position at another school within the district for which the employee is certified **and Highly Qualified** should the employee be unable to participate in extended instructional time. An employee invoking this right shall have no negative impact on his/her 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 6.174 – Four-Day School Week at MTI**

- (a) At the District's discretion, Marion Technical Institute (MTI) may implement a four (4) day student school week and employee work week in order to provide cost savings to both the students of MTI and the District.
- (b) Employees will be notified of the intention to remain on a four (4) day schedule for the following school year no later than May 15th of each school year. A calendar of days and times the employees will be expected to work will be provided to each current employee by this date. Each newly hired employee will be provided the aforementioned calendar prior to accepting a position at MTI.
- (c) The work day for Instructional employees will be extended by 85 minutes each day the employee is scheduled to work, except for Fridays.
- (d) Additional planning time for instructional staff will not be added to the four work days. Fridays will be non-working days; however, the administration may schedule bi-monthly meetings on Fridays for no more than 4.5 hours per meeting in order to insure the employees are in attendance and being paid for the equivalent of 38.75 hours per week, as all other instructional employees. These Friday work days will be included on the calendar provided to each employee as outlined in (b) above.
- (e) The employee's salary will not be changed due to this modified work schedule.
- (f) An employee currently assigned to MTI who no longer wishes to participate in the MTI modified work schedule will receive District assistance to transfer to another position within the same classification at a traditionally scheduled work site so long as the employee notifies MTI administration and the Executive Director of HR of the desire to transfer no later than May 30th. The District will then exercise due diligence in finding an alternative placement for those who request transfer by this date.
- (g) An employee's decision to seek a transfer to a traditionally scheduled worksite will have no negative effect on the employee's evaluation.
- (h) Nothing in this section is intended to limit the District's use of a four (4) day work week during the summer and select weeks during the school year as has been past practice.

#### **Section 6.18 – Preparation and Planning Time**

- (a) Administrators shall 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 shall not be considered in calculating the required daily or weekly amounts under this paragraph.

- (b) The preparation and planning time required by this Section shall include individual preparation and planning and no more than thirty (30) minutes per week of collaborative preparation and planning. Collaborative preparation and planning includes 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 training, 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**

Administrators shall make every effort to ensure that employees are provided two uninterrupted work days for preparation and planning time during the work days 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 work days.

#### **Section 6.20 – In-Service Training / Professional Development**

- (a) Employee attendance at in-service training held outside the work day shall be voluntary. Employee attendance at in-service training held within the work day is mandatory.
- (b) In-service training may be conducted at school sites or at other locations in the District. Employees shall 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 his/her Administrator shall 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 work day 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 shall 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 assessments evaluations of employees. All performance assessments in this section may be conducted electronically.

#### **Section 6.22 – Performance Assessment Evaluation of Employees**

- (a) A performance evaluation of 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) shall be completed by a certified Administrator trained in the Marion County Instructional Evaluation System (MCIES). Information received, but not directly observed, by the Administrator shall be verified by the Administrator and discussed with the employee prior to including the information in any assessment observation and evaluation.
- (b)
- (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 shall be made available to the employee electronically on the District's School Development and Evaluation sites Teaching and Learning SharePoint or other appropriate means within the first 20 work days 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 the MCIES shall 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 walkthrough, informal observation, 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) work days 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 work days (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 District Evaluation Appeal Form (DEAF) observation appeal form aligned to the job code of the employee. The supervising administrator will provide a written response to the rebuttal on the DEAF observation appeal form within ten (10) work days of receipt.
  - (4) The annual summative evaluation shall 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 practices portion of the annual summative evaluation shall be provided to the employee no later than the last teacher workday of the school year. Employees

may request a meeting with supervising administrators to discuss the Summative Evaluation for clarification.

- (6) The ~~sStudent~~ ~~gGrowth~~ portion ~~or achievement~~ of the ~~aAnnual~~ ~~sSummative~~ ~~eEvaluation~~, derived from assessment data provided by the State, and other identified sources if required, ~~shall will~~ be calculated according to the statistical method and formula agreed upon by the administration and the Association. Employees will be shown the data used in calculating their student growth ~~or achievement~~ score upon request.
  - (7) The employee may request a conference with the supervising administrator to discuss the final ~~aAnnual~~ ~~sSummative~~ ~~eEvaluation~~. An appeal may be submitted only in the case of a procedural error in applying the appropriate data for the employee.
  - (8) An employee shall have the right to attach a written rebuttal to any performance ~~assessment evaluation~~ placed in the employee's personnel file.
  - (9) An employee shall have the right to inspect, review and copy the contents of his/her personnel file in compliance with Florida Statutes. A representative of the employee's choice may accompany the employee at such inspection and review.
- (~~eb~~) Probationary employees (~~i.e., employees during their first year of employment with the District~~) ~~as defined on page 3~~ shall receive a ~~mMid-term~~ ~~year~~ ~~eEvaluation~~ that shall be reported to the state as mandated by statute.
- (1) The ~~mMid-term~~ ~~year~~ ~~eEvaluation~~ consists of an ~~iInstructional~~ ~~pPractices~~ score and a student achievement score.
  - (2) The resulting average of data tabulation for this score shall be communicated to the employee within ten (10) work days of the completed calculation of the ~~mMid-term~~ ~~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) ~~Subsequent observations will be added to the Mid-Term rating and will reflect the extent of~~ ~~T~~the employee's progress in correcting any deficiencies noted in the ~~mMid-term~~ ~~year~~ ~~eEvaluation~~ data ~~will be reflected through subsequent observations as an aggregate instructional practice score.~~
- (~~dc~~) The Association and the District agree that any change to the existing Marion County Instructional Evaluation System (MCIES) will be collectively bargained.

#### **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 Teaching instrucional Ppractices portion of the Marion County Instructional Evaluation System (MCIES) 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) No eEmployees s shall must not be disciplined without Just Cause.
- (b) Disciplinary conversations with employees will be addressed in a private setting.
- ~~(b)(c)~~ Members shall must be allowed the presence and representation of an Association Representative during: (1) any investigatory meeting which that may result in employee discipline; and (2) any meeting in which employee discipline is imposed, provided there is no undue delay.
- ~~(e)(d)~~ When job performance is less than effective. Unsatisfactory 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. will be used. 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. An “NIP” may not be given on any domain component of the Final Evaluation Assessment Form unless Step 1 of the PDS (see below) has been initiated. A “U” may not be given on any domain component of the Final Evaluation Assessment Form unless Step 4 of the PDS (see below) has been initiated.
- ~~(d)(e)~~ Documented progressive steps (warnings, verbal reprimands, and written reprimands) shall 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.
- ~~(e)(f)~~ The PDS shall consist of the following steps:
  - (1) Step 1: The Administrator shall must meet with the employee, give Verbal Notification orally notify the employee 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 MCIES rubrics Marion County Instructional Evaluation Instruments.

- b. Following the meeting, The Administrator ~~must~~ ~~shall~~ provide an email outlining the conversation to the employee ~~as with written~~ documentation of Step 1, and the employee shall 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.
        - c. Included in the email will be a review of advice or assistance provided regarding this deficit when applicable.
        - d. Step 1 documentation ~~must~~ ~~shall~~ 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~~ ~~shall~~ again discuss the problem with the employee and issue a Verbal Reprimand. ~~The Verbal Reprimand shall include the date on which the Step 1 discussion was conducted, the date the Verbal Reprimand was issued, and a summary of the discussion at Step 2.~~
  - a. Following the meeting, The Administrator ~~must~~ ~~shall~~ provide an email outlining the conversation to the employee ~~with written as~~ documentation of Step 2, and the employee shall 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. ~~Included in this email shall 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~~ ~~shall~~ 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 shall issue a Written Reprimand.
  - a. The Administrator ~~must~~ ~~shall~~ provide the employee with written documentation of Step 3, and the employee ~~must~~ ~~shall~~ 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~~ ~~shall~~ ~~not~~ 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~~ ~~shall~~ be placed on the NEAT Procedure. A formal letter or memorandum is the means of notifying the employee of his/her placement on the NEAT Procedure, which consists of the following:
  - a. N – Notice: The Administrator ~~must~~ ~~shall~~ provide the employee with notice of the identified continuing performance problem.

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

A – Assistance: The Administrator must shall 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 Satisfactory, the Administrator must shall provide the employee with notice of a reasonable time frame in which improvement to Effective Satisfactory must occur.

b. The Administrator must shall provide the employee with a copy of the required written documentation of Step 4. The employee shall 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 shall 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 Satisfactory level by the conclusion of the NEAT Procedure, further remedial and disciplinary action must shall be taken in accordance with FS 1012.34.

(f)(g) Notification to the Association of any employee discipline shall be at the discretion of that employee. A statement advising the employee of his/her right to notify the Association shall be included in each notice of disciplinary action.

### **Section 6.235 – Employee Discipline for Misconduct**

(a) ~~No e~~Employees shall must not be disciplined without Just Cause. During the investigative stage, an employee may be placed on Administrative Leave. Such action will must be documented in writing and a copy shall must be provided to the employee.

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

(b)(c) Nothing contained in Section 6.230 shall 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 ~~MCIES rubrics~~ Marion County Instructional Evaluation Instruments.

(e)(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.

- ~~(d)~~(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.
- ~~(e)~~(f) Discipline imposed under this section ~~will~~ **must** be documented ~~in writing~~. When such discipline includes **Written Reprimands**, ~~any~~ Suspension without Pay or Termination from Employment, a copy of said action ~~will~~ **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.**
- ~~(f)~~(g) Notification to the Association of any employee discipline ~~shall~~ **must** be at the discretion of that employee. A statement advising the employee of his/her right to notify the Association ~~shall~~ **must** be included in each notice of disciplinary action.

#### **Section 6.24 – Use of Audio and Video Surveillance**

Audio and video surveillance systems shall not be used to monitor or assess the performance of employees under MCIES.

#### **Section 6.25 – Supervision of Students**

An employee may refer students to specific District programs from which the students may benefit. Any such referrals shall 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 shall be enforced at all grade levels.
- (b) A school's rules and regulations concerning student discipline shall be made available to employees and shall be enforced.
- (c) Employees shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall remain out of class until the teacher and the DDA have discussed the student's behavior.

#### **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 shall render decisions within five (5) work days of the removal of the student.
- (d) Any teacher who removes 25% of his/her total class enrollment shall be required to complete an Individual Professional Development Plan to improve classroom management skills.

#### **Section 6.29– Complaints Against Employees**

- (a) 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 shall be followed:
  - (1) A meeting shall be conducted between the employee and his/her Administrator to determine the validity of the complaint, and the employee shall be told the purpose of the meeting in advance. Members may request union representation at this meeting. During that meeting the employee shall be told the nature of the complaint, the identity of the complainant, when necessary, and shall be afforded an opportunity to present his/her response to the allegation(s).
  - (2) If the Administrator believes there is sufficient cause to proceed, a second meeting may then be arranged between the administrator, employee and the complainant. Members may request union



representation at this meeting. If the complainant is a student, the student's parent(s) shall be present.

- (3) The purpose of the second meeting is to hear, discuss, and resolve or dismiss the complaint. The Complainant's failure to cooperate in the resolution of the complaint will result with the dismissal of the complaint.
- (b) Any disciplinary action taken by an Administrator in response to a complaint not dismissed under this Section shall be in accordance with Section 6.230 or 6.235 – Employee Discipline.
- (c) The procedure provided in this Section shall not apply to complaints of sexual or child abuse.

### **Section 6.30 – Assignment of Interns**

A teacher who has been tentatively assigned an intern shall have the right of approval prior to the placement of the intern with said teacher. The term "intern" as used in this Section shall 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 his/her assignment to the District as an intern.

### **Section 6.31 – Assignment of Students in Grades K through 5**

The following guidelines shall 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 – Classroom Observations/Visits**

- (a) Observations or visits to a classroom by anyone not entitled to enter a classroom without notice shall occur only after consent has been given by the teacher and the appropriate Administrator. Administrators shall provide notification of any such observations/visits and shall provide the teacher sufficient time to minimize the disruption of classroom activities.

- (b) Audio and video recording and monitoring in a classroom or assigned workspace shall 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 shall make a good faith effort to secure a substitute teacher whenever a teacher is absent.
- (b) Teachers shall 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] work days) or upon a doctor's notice of incapacity.
- (c) Teachers shall 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 teachers.
  - (2) Receiving teachers 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 teacher will take this into consideration when rating teacher performance. Teachers who receive additional students on the day of a scheduled performance observation will have the option to reschedule said observation.

### **Section 6.34 – Quarterly Work Days and End of Year Grade Reporting**

- (a) A teacher work day shall be scheduled at the end of each nine (9) week grading period in a school year.
- (b) On these work days, 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 shall revert to individual Preparation and Planning time.
- (c) For the final grading period, Administrators shall determine the date by which grades shall 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 6.36 – 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 shall be required to participate in sales promotion or solicitation as a condition of employment.
- (d) Participation by an employee in activities outside of his/her regular work day shall be voluntary. An Employee's non-participation shall not be a criterion in any evaluation of professional competence.
- (e) An employee shall 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 work day to produce and validate tapes, publications or other educational materials shall 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 shall be retained by the District. Curriculum materials that are approved by the Superintendent and used District-wide shall acknowledge any contribution of District employees.
- (g) An employee's Social Security Number shall not be used on materials intended for anyone other than the employee identified by such number. This shall 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 shall notify their Administrators in writing no later than five (5) work days 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 shall 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 inservices on election days.

## **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., **Guidance 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” shall 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 shall 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) shall be laid off in the following order:
  - (1) Classification - Only incumbents in the classification(s) announced for layoff shall be considered for layoff;
  - (2) State Certification **and Highly Qualified** status for current assignment; - Employees who are not State certified **and Highly Qualified** under ESEA shall be laid off before any who are;
  - (3) Employees with No prior MCIES within the last three (3) years;
  - (4) Lowest evaluation MCIES (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 shall be offered any existing vacancy in the District requiring the same State Certification **and Highly Qualified** 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 shall 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 shall retain recall rights to the position from which he/she was 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 shall forfeit any further recall rights. The “bumped” (displaced) employee shall 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 shall 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 shall 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 shall be deemed to have been waived by the employee.

### **Section 7.05 – Recall Procedures**

- (a) Recall shall be in reverse order of layoff. A separated employee entitled to recall rights shall retain recall rights for a period of twelve (12) months from the date he/she was separated from his/her instructional position.
- (b) Formal notice of recall shall 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 shall be deemed to have waived his/her recall rights under this Article.
- (c) In the event a separated employee is incapacitated (ill or injured) at the time of his/her 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 shall 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 his/her 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 shall 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 shall 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 **on at** the request of an employee shall be for the particular purpose stated in the employee's request for leave. The District shall 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 shall 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, FMLA or Charter 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, shall 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 shall be credited with four (4) days of Sick Leave as of the first contract day of each school year and shall 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) work days.
- (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 shall earn Sick Leave as provided in provision (b) of this Section.

- (g) Employees shall provide as much advance notice of an anticipated use of Sick Leave as possible. However, an employee shall notify his/her 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 shall be reported to the employee's Administrator as soon as possible.
- (i) Charges to Sick Leave shall 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 the use 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 his/her 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 Section 8.04 and 8.05 for more information. or 8.05 for any absence extending more than ten days or for any absence less than ten days when the employee does not have accrued leave to cover the absence.

#### **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 shall be on a form provided by the Superintendent or designee, and shall indicate the authorizing employee, recipient, and number of days authorized for use. This provision shall 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 shall 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 shall 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 off-setting the effects of verified catastrophic-life threatening illness or injury which may afflict an employee who is a member of the Bank.
- (b) Employees shall be eligible to join the Bank, as outlined in the Sick Leave Bank Guidelines, by voluntarily donating one (1) 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 (1) 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 shall 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. ~~employees selected by the Association and four (4) employees selected by the District.~~ The committee shall 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 shall be available to the Association upon request, provided that all medical records shall be treated as confidential information. The decision of the committee to deny benefits shall be final; however, an employee may request reconsideration of his/her request.
- (e) The abuse of the Bank by an employee shall be cause for discipline. In addition, any employee found to be abusing the Bank shall reimburse the Bank for such abuse.
- (f) When the Bank has 1500 hours or fewer remaining, the Bank shall be replenished by asking for voluntary contributions from employees who are members. A member who declines to contribute to the replenishment shall 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 shall lapse upon exhaustion of any remaining days.
- (h) ~~Once each year, the Bank shall be opened for a period of two (2) weeks for employees who are eligible to contribute to and join the Bank.~~ The Bank shall have one enrollment period per year to coincide with Annual Benefit Enrollment each fall, making the member's effective date the following January 1<sup>st</sup>.

#### **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 shall 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, ~~or~~ 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 his/her 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 shall provide at least thirty (30) days advance notice of their intent to use leave under this Section. If requested, employees shall 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 shall maintain his/her seniority and accrued leave, and will be restored to the same classification in a position for which the employee is State Certified ~~and Highly Qualified~~.

#### **Section 8.05 – District Medical Leave**

Employees who have completed ninety (90) work days 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 upon 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 30<sup>th</sup> 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 shall maintain his/her seniority and accrued leave, and will be restored to the same classification in a position for which the employee is State Certified **and Highly Qualified**.

#### **Section 8.06 – Personal Leave**

- (a) The District shall allow employees up to six (6) days of absence each Fiscal Year chargeable to earned Sick Leave as Personal Leave. An employee shall provide no less than three (3) work days advance notice of an anticipated use of available Personal Leave.
- (b) The use of Personal Leave shall 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 shall 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 shall notify his/her 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 30<sup>th</sup> 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, FMLA or Charter 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 shall maintain his/her 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 ~~shall~~ **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 his/her 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, **the a** letter **placing the employee on paid administrative leave indicating such will be composed and a copy will be provided to the employee and placed in the employee's removed from the personnel file preceding the Paid Administrative Leave letter. and replaced with a letter indicating the employee is being returned to duty with no findings of fault.**

- (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 in the Florida National Guard shall be entitled to Military Leave with no loss of pay for up to a maximum of 240 working hours per Fiscal Year.

#### **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) shall be paid their current salary for work days that would have occurred during the first thirty (30) calendar days of their activation. Thereafter, employees shall 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 shall maintain his/her seniority and accrued leave, and will be restored to the same classification in a position for which the employee is Certified and Highly Qualified.
- (d) Upon returning from active military duty, an employee's base salary shall be elevated to the level to which he/she 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 shall submit a leave request to his/her Administrator upon the employee's receipt of summons, and shall be granted Jury Leave with no loss of pay. Any jury fee that may be paid shall be retained by the employee.
- (b) An employee subpoenaed to court in-line-of-duty shall submit a leave request to his/her Administrator upon the employee's receipt of the subpoena, and shall be granted Temporary Duty Elsewhere (TDE) for court attendance. Any court fee that may be paid shall be retained by the employee.
- (c) An employee summoned to court in personal litigation shall submit a leave request to their Administrator upon the employee's receipt of the summons and shall 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 shall 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 6.547.
- (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 shall maintain his/her seniority and accrued leave, and will be restored to the same classification in a position for which the employee is State Certified ~~and Highly Qualified~~.

#### **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 shall 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 shall 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 shall maintain his/her seniority and accrued leave, and will be restored to his/her former classification in a position for which the employee is State Certified ~~and Highly Qualified~~.

#### **Section 8.15 – Domestic Violence Leave**

- (a) Up to a maximum of ~~three~~ five (35) days of leave without pay in a twelve- (12) month period shall 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 shall provide no less than three (3) work days' 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 shall 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 shall provide substantiation of the need for Domestic Violence Leave.

#### **Section 8.16 – Charter School Leave**

- ~~(a) An employee shall be granted unpaid leave to work at a Charter School within the District.~~
- ~~(b) An employee on Charter School Leave shall not be entitled to continued coverage under any of the benefits provisions contained in this Agreement.~~
- ~~(c) Upon returning from leave under this Section, an employee shall maintain his/her seniority and accrued leave, and will be restored to the same classification in a position for which the employee is State Certified and Highly Qualified.~~

#### **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) work days 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 Employee Relations (EDER).
- ~~(bc)~~ At the employee's discretion, they ~~shall~~ must be granted either:
  - (1) Sick Leave, and shall 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
- ~~(ed)~~ Upon request of the supervisor, the employee will provide documentation of the death for which he/she is requesting Bereavement Leave.

### **Article 9** **Compensation**

#### **Section 9.01 – Direct Deposit**

- (a) An employee hired after June 30, 1999 shall 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 shall be effective upon ratification by the Association and approved by the School Board with retroactive application to July 1, 2018<sup>89</sup>. Any salary adjustment for subsequent years of this agreement shall be subject to the reopener provision set forth in Article 12.
- (b) An employee shall 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 shall 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.

### **Section 9.03 – Placement on the Salary Schedule**

- (a) Employees hired after 07/01/2014 shall 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) shall 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 no more than ~~ten~~ fifteen (10 15) 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 shall 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;
  - (2) Work experience required for obtaining the certificate may not be used;
  - (3) Work experience must be independently verifiable;
  - (4) No more than ten (10) 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 shall 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 sub-section (a) through (e) of this Section, teachers receiving benefits under any instructional retirement system shall be placed on the appropriate salary schedule based on:
  - (1) Experience credit for no more than ~~ten~~ fifteen (~~10~~ 15) years of eligible full time teaching experience; and
  - (2) Claimed experience credit for up to three (3) years of verifiable military service.
- (f) Employees shall 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 his/her annual performance evaluation (see Section 6.22 of this Agreement) shall 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 his/her annual performance evaluation (see Section 6.22 of this Agreement) shall not advance on the salary schedule until s/he has received an overall rating of Effective or above. However, any such employee shall 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 shall be collectively bargained.

#### **Section 9.07 – Moving Stipend**

- (a) ~~In the event it becomes necessary for an employee to move to another classroom and the move cannot be accomplished within the employee's regularly contracted days, the employee shall be paid \$10.00 per hour for any additional hours authorized by the employee's Administrator.~~

- (ba) (1) When moving into a new **ly- constructed** facility, an employee (except for Media Specialists) shall be paid \$10.00 per hour for packing and unpacking for up to a maximum of three (3) work days (i.e., 23.25 hours).
- (2) When moving into a new **ly- constructed** facility, Media Specialists **will shall** be paid \$10.00 per hour for packing and unpacking for up to a maximum of eight (8) work days (i.e., 62 hours).
- (b) **Employees will not be given compensation in addition to non-student contact work days to accomplish a move.**

### **Section 9.08 – Summer School Compensation**

Employees working in summer school positions shall 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 shall 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 shall 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 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 shall begin no later than the third paycheck following the receipt of the required paperwork and shall be retroactive to the start date of the supplement.
- (c) When possible, supplements should be awarded to employees within the bargaining unit. Vacant supplements shall 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 shall:
- (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 shall submit such requests in writing to the District's Executive Director of Human Resource 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: ~~If 20% or more of the Secondary self-contained ESE teachers are out of field in one or more areas, all employees teaching in this capacity and who are fully certified and highly qualified~~ Any ESE certified employee teaching a self-contained ESE class will receive a critical shortage area supplement, subject to annual negotiations, if they are employed on November 15th of any given year. For ~~2018-2019~~ 2019-2020, this supplement will be \$~~500~~ 750.
- (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 ~~2018-2019~~ 2019-2020, 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) Job Performance Difficulty: Subject to annual negotiations, and as required in statute, instructional employees assigned to an F graded School or to a school graded as a D for three consecutive years will receive a supplement if they are employed for 51% of the year in which their school grade is improved to a C or better and continue to be employed at that school on November 15<sup>th</sup> of the following year. For ~~2018-2019~~ **2019-2020**, the supplement will be \$75.
- (e) 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.
- (f) Retention/Recruitment Incentive: Prior to the opening of the Voluntary Transfer period, the District may designate a list of schools for which an incentive will be paid to aid in recruiting and retaining Highly Effective teachers.
  - (1) Identification of the schools will follow consultation with, and input received from the Association.
  - (2) Upon such designation, employees will be notified of the opportunity for Highly Effective teachers, as demonstrated on their most recent summative evaluation under MCIES, to remain at or transfer to one of the designated schools.
  - (3) This annual designation will include the number and amount of incentive supplement to be paid after a full year of service at the school.
  - (4) If the number of Highly Effective teachers volunteering to transfer exceeds the number of incentives available, the receiving principal will select such transfers in accordance with Section 6.10 – Voluntary Transfers.
- (g) ESE Specialist (District Assigned): Subject to negotiations, all ESE Specialists shall receive an annual supplement of \$2,500. All ESE Specialists must be fully certified ~~and highly qualified~~ to receive the annual supplement. No additional days beyond 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 ~~2018-2019~~ **2019-2020** 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 shall 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) Beginning July 1, 2016 all in-seat, face-to-face trainings outside the 7.75-hour day, or on non-contract days, will be paid at \$25 per hour. Postings for such offerings will include the number of hours for which payment is made.
- (d) Newly hired employees, who attend the **mandatory** New Hire Orientation at the beginning of their initial employment year, will be paid **for six hours** at \$25 per hour.

#### **Section 9.17 – Virtual Teacher Salary Schedule**

The current Virtual Teacher Salary Schedule approved by the School Board is adopted as if it were set forth in its entirety in this Agreement.

#### **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 shall 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 shall receive a bonus of \$300 upon conclusion of the School Year.**
- (c) **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 shall 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 shall be represented on the Insurance Committee by four (4) **voting members representatives** 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 shall provide employees with group health insurance. This insurance shall 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 shall 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 shall 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 shall be paid to the employee's designated beneficiary. This insurance shall include Accidental Death and Dismemberment (AD&D) coverage and a Waiver of Premium provision.
- (2) The District shall offer employees the opportunity to purchase a minimum of **\$350,000** 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 shall include Accidental Death and Dismemberment (AD&D) coverage and a Waiver of Premium provision.

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

The District shall 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 shall 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 shall 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 shall be collectively bargained.

**Section 10.03 – Retirement**

Employees shall 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 shall be eligible for Terminal Pay as provided in this Section. However, employees who are discharged for cause shall not be eligible for Terminal Pay.
- (b) Terminal Pay shall 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 shall be paid for 50% of their accumulated Sick Leave hours earned in the District. The remaining 50% of Sick Leave hours shall be forfeited for all purposes.
- (d) At the beginning of the 13th year of District service, and continuing thereafter, employees shall be paid for 100% of their accumulated Sick Leave hours earned in the District.

- (e) Employees shall 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 shall elect to have a portion of his/her Terminal Pay sheltered in specific percentage annual installments or to have his/her 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 shall 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 shall 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 shall 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 shall 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 5.20) of children in extended day childcare provided by the District shall 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 shall not apply.

#### **Section 10.07 – Employee Assistance Program (EAP)**

The District shall provide employees with an Employee Assistance Program (EAP). The EAP shall 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 shall provide the Association with a copy of any application for a Charter School in the District. Within ten (10) work days of receiving any such application, or within a mutually agreeable extended time, the Association shall 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 shall be completed prior to School Board action on the application.

#### **Section 11.02 – School Advisory Council**

- (a) Employees on a School Advisory Council (SAC) shall 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 on-line.
- (c) No later than thirty (30) calendar days after its receipt of a SIP pursuant to provision (b) of this Section, the Association shall 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 shall 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 shall be in accordance with Article 7 (Layoff and Recall) of this Agreement.

#### **Section 11.04 – Labor/Management Committees**

A Labor/Management Committee shall 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.

### **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 shall 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 shall be effective retroactively as of July 1, 201~~69~~<sup>69</sup>, and shall continue in full force and effect through June 30, 20~~19~~<sup>22</sup>.
- (b) The Association and District agree to the maximum extent possible, bargaining sessions will take place during times that will enable employees to attend. Both parties may 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, 20~~19~~<sup>22</sup>.
- (b) The Association and the District agree to reopen collective bargaining on the following items for effect on July 1 of 20~~17~~<sup>20</sup>:
  - (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 a reasonable number of 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 20~~18~~<sup>21</sup>:
  - (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 a reasonable number of reopener sections by choice.

### **Section 12.03 – Changes to Agreement**

This Agreement shall 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 shall be reduced to writing and submitted to the Association and the District for ratification. Upon ratification, the changes, amendments or supplements shall 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 shall be deemed invalid only to the extent determined by said court. All other provisions of this Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Association and the District have caused their names to be subscribed hereto by their duly authorized officers or representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**For the  
Marion Education Association  
(the Association):**

\_\_\_\_\_  
**Christopher Altobello  
Chief Negotiator**

\_\_\_\_\_  
**Mark Avery  
President  
Marion Education Association**

**For the  
Marion County Public Schools  
(the District):**

\_\_\_\_\_  
**Jaycee R. Oliver  
Chief Negotiator  
Marion County Public Schools**

\_\_\_\_\_  
**Heidi Maier, Ed.D.  
Superintendent  
Marion County Public Schools**

\_\_\_\_\_  
**Eric Cummings  
Chair  
Marion County School Board**

## **COLLECTIVE BARGAINING AGREEMENT**

between the

**Marion Education Association**

and the

**School Board of Marion County**

### **Addendum A** **Classifications**

- 1) Teacher
- 2) Career Education Facilitator
- 3) Community Education Coordinator
- 4) Learning Resource Specialist
- 5) Content Area Specialist
- 6) ESE Specialist
- 7) ESOL Resource Facilitator
- 8) Testing Facilitator\*
- 9) Educational Diagnostician
- 10) School Counselor
- 11) Student Services Manager\*
- 12) Media Specialist
- 13) Social Worker
- 14) Homeless Children Liaison
- 15) Therapist
- 16) Certified Athletic Trainer
- 17) Peer Counselor\*
- 18) Magnet Facilitator\*
- 19) Instructional Coach
- 20) JROTC Commissioned and Non-Commissioned Officer

\*Employees accepting assignment to these positions 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 position was at another worksite, the District will make every effort to honor a request to be returned to that worksite as soon as possible.

## ADDENDUM B

### Part I: Grandfathered Salary Schedule: School Year 20189-1920

- This Salary Schedule is for teachers holding PSC or CC contract status.
- Employees begin with the Permanent Base Salary on which they were paid the prior year. Adjustments to the Base Salary are made for performance, following receipt of all data upon which assessments are based, with retroactive effect to July 1, 20189.
- Employees receiving an overall assessment under the MCIES of *Highly Effective* for the prior school year will receive an adjustment of \$5251,000 for SY 20189-1920.
- Employees receiving an overall assessment under the MCIES of *Effective* for the prior school year will receive an adjustment of \$275750 for SY 20189-1920.
- 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: Master's +\$2,500; Specialist +\$4,500; Doctorate +\$6,500.
- ~~For the 2018-19 SY, this salary schedule will receive a base salary market adjustment of \$750.~~
- Employees will receive a cost of living increase of \$400375 effective July 1, 20189.

### Part II: Performance Pay Salary Schedule: School Year 20189-1920

- This Salary Schedule is for teachers holding PC and AC contract status, including those who elected to move from the Grandfathered Schedule to the Performance Schedule, thereby relinquishing their PSC or CC contracts.
- Employees begin with the Permanent Base Salary on which they were paid the prior year. Adjustments to the Base Salary are made for performance, following receipt of all data upon which assessments are based, with retroactive effect to July 1, 20189.
- Employees receiving an overall assessment under the MCIES of *Highly Effective* for the prior school year will receive an adjustment of \$5261,001 for SY 20189-1920.
- Employees receiving an overall assessment under the MCIES of *Effective* for the prior school year will receive an adjustment of \$275750 for SY 20189-1920.
- 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. For employees hired on or after July 1, 2011, the advanced degree must be held in the employee's area of certification. Advanced degree supplements are: Master's +\$2,500; Specialist +\$4,500; Doctorate +\$6,500.
- ~~For 2018-19 SY, this salary schedule will receive a base salary market adjustment of \$750.~~
- Employees will receive a cost of living increase of \$400375 effective July 1, 20189.

### Part III: New Employee Placement Matrix: School Year 2018-1920

This Matrix will be used for initial placement of all new employees hired after July 1, 2017. 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	\$ 39,050.00
1	\$ 39,450.00
2	\$ 39,850.00
3	\$ 40,250.00
4	\$ 40,650.00
5	\$ 41,050.00
6	\$ 41,450.00
7	\$ 41,850.00
8	\$ 42,250.00
9	\$ 42,650.00
10	\$ 43,050.00
11	\$ 43,450.00
12	\$ 43,850.00
13	\$ 44,250.00
14	\$ 44,650.00
15	\$ 45,050.00
16	\$ 45,450.00
17	\$ 45,850.00
18	\$ 46,650.00
19	\$ 47,450.00
20	\$ 48,250.00
21	\$ 49,050.00
22	\$ 49,850.00
23	\$ 50,650.00
24	\$ 51,450.00
25	\$ 52,250.00
26	\$ 53,850.00
27	\$ 54,850.00
28	\$ 55,850.00
29	\$ 56,850.00
30+	\$ 57,850.00

Starting July 1, 2018: \*New hire placement will be minus one year until ratification of the current year assignment. At that time any negotiated cost of living and market adjustments will be added to the salary.

## NOTES:

1. The Performance Pay Salary Schedule (Part II) has no top.
2. Cost of living increases, as defined by Florida Statutes, are applied uniformly as a fixed dollar amount increase across the levels of the salary schedule. There is a \$100 cost of living increase for the 2018-19 fiscal year included on all schedules.
3. The Grandfathered Salary Schedule (Part I) tops out at \$60,500. Employees at or above the dollar amount shown who have not moved to the Performance Pay Schedule will be paid the cost of living and the market adjustment increase, and will not be paid for the prior year's performance.
4. The District and Association agree that our salary schedules require a market adjustment increase of \$750 to recruit and retain highly qualified teachers. This market adjustment will be applied to all salary schedules, impacting all employees.



### 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

<b>Varsity Head Coach</b>	<b>Value</b>		<b>Sub-Varsity Head Coach</b>	<b>Value</b>		
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					
SP Softball	1,900					
Flag Football (FHSAA)	1,900					
Competitive Dance	1,900					
<b>Varsity Assistant</b>			<b>Sub-Varsity Assistant</b>			<b>Undesignated</b>
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					
SP Softball	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

		<b>Value</b>
Band Director		4,500
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 HS

Assistant Athletic Director		3,100
Athletic Trainer		1,600
Activity Director		2,200
HS Student Services Manager		2,400
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

### School Related ES

Academic/Activity (2 per school)		1,000
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<b>Middle School</b>		<b>Value</b>
<b>Athletic</b>		
Intramural Coach (8)		650
<b>Performing Arts</b>		
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
<b>School Organizations</b>		
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
Ag Summer Service		1,100

**District Assigned with approval of EDHR**

	<b>Value</b>
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
Peer Teacher	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

**Extra Duty Supplements to begin in 2020-2021 SY**

		<b>Value</b>
Elementary Art Supplement		1,000
Elementary Music Supplement		1,000
Middle School Art Supplement		1,000
Middle School Drama Supplement		1,000
Elementary Robotics Supplement		500
Middle School Robotics Supplement		1,000
High School Robotics Supplement		1,500

Criteria must be applied to ensure teachers participate in District initiatives, such as the Superintendent's Art Show, Christmas Parade, Music Festivals, etc.

## **Addendum D – Health Plan**

See next four (4) pages.



In the pursuit of health™

## Marion County School Board - 2020 Health Plan Overview – Actives

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Employee Per Paycheck Insurance Deductions		BlueOptions Basic Plan 1	BlueOptions Basic Plan 2 Health Savings Account (HSA) Compatible		BlueOptions Mid-Plan 3	BlueOptions High Plan 4
Individual Single Coverage		\$0.00	\$19.18	N/A	\$54.43	\$127.96
Family Coverage		\$300.86	N/A	\$266.09	\$484.67	\$671.65
Family - Spouse also employed at MCSB		\$122.20	N/A	\$87.13	\$260.42	\$447.41
<b>Important Plan Financial Features - Amount Member Pays</b>						
Calendar Year Deductible (CYD) Per Person/Family Aggregate		\$2,500 / \$5,000 Combined w/In-Network	Single Deductible \$1,400 \$2,500	Family Deductible \$2,800 \$5,000	\$1,500 / \$4,500 Combined w/In-Network	\$500 / \$1,000 Combined w/In-Network
Coinsurance % of covered services paid by you after CYD		20% 40%	20%/25% (Option 2 hospitals) 40%		20% 40%	20% 40%
<b>Physician Office Visits *</b>						
• In-Network Family Physician		\$25 Copay CYD + 20%	CYD + 20%		\$25 Copay CYD + 20%	\$20 Copay CYD + 20%
• In-Network Specialist		CYD + 40%	CYD + 40%		CYD + 40%	CYD + 40%
• Out-of-Network Provider						
<b>TELADOC: Physician E-Visit or by Phone</b>						
<b>Customer Service: 1-800-835-2362 Email <a href="mailto:help@teladoc.com">help@teladoc.com</a></b>		\$10 Copay	\$42 Copay		\$10 Copay	\$10 Copay
<b>Urgent Care Centers</b>						
• In-Network		\$35 Copay OON Ded + \$35 Copay	CYD + 20% OON Ded + 20%		\$35 Copay OON Ded + \$35 Copay	\$35 Copay OON Ded + \$35 Copay
• Out-of-Network						
<b>Independent Clinical Lab Services</b>						
• Quest Diagnostics (Exclusive In-Network Provider) 1-866-697-8378		\$0 Member Cost	CYD + 20%		\$0 Member Cost	\$0 Member Cost
• Out-of-Network Lab Providers		CYD + 40%	CYD + 40%		CYD + 40%	CYD + 40%
<b>Out of Pocket Maximum</b>						
Per Person/Family Aggregate		Includes CYD, Coinsurance, Copays and Rx \$6,350 / \$12,700 \$7,350 / \$13,700	Includes CYD, Coinsurance, Copays and RX \$5,000 \$10,000	Includes CYD, Coinsurance, Copays and Rx \$3,000 / \$6,000 \$5,000 / \$10,000		Includes CYD, Coinsurance, Copays and Rx \$2,500 / \$5,000 \$5,000 / \$10,000
In-Network						
Out-of-Network						
<b>Preventive Healthcare (Wellness)</b>						
Annual Adult Wellness (CYM) – In Network		Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Routine Adult Physical Exams and Immunizations		\$0 Member Cost \$0 Member Cost 40% (No CYD)	\$0 Member Cost \$0 Member Cost 40% (No CYD)	\$0 Member Cost \$0 Member Cost 40% (No CYD)	\$0 Member Cost \$0 Member Cost 40% (No CYD)	\$0 Member Cost \$0 Member Cost 40% (No CYD)
• In-Network Family						
• In-Network Specialist						
• Out-of-Network (unlimited)						
Mammograms (Member cost In & Out of Network)		\$0 Member Cost	\$0 Member Cost	\$0 Member Cost	\$0 Member Cost	\$0 Member Cost
Routine Colonoscopy (Members 50+ In & Out of Network)		\$0 Member Cost	\$0 Member Cost	\$0 Member Cost	\$0 Member Cost	\$0 Member Cost
<b>Well Child Care Services</b>						
• In-Network Family Physician		\$0 Member Cost	\$0 Member Cost	\$0 Member Cost	\$0 Member Cost	\$0 Member Cost
• In-Network Specialist		\$0 Member Cost 40% (No CYD)	\$0 Member Cost 40% (No CYD)	\$0 Member Cost 40% (No CYD)	\$0 Member Cost 40% (No CYD)	\$0 Member Cost 40% (No CYD)
• Out-of-Network						

\*Note: 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. \*\*Physician-administered drug - an FDA-approved Prescription Drug that requires administration by a Physician. 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, HSA= Health Savings Account. 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.

# Marion County School Board - 2020 Health Plan Overview – Actives

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Prescription Drug Benefits	BlueOptions Basic Plan 1	BlueOptions Basic Plan 2 HSA-Compatible	BlueOptions Mid-Plan 3	BlueOptions High Plan 4
Which plan features the pharmacy benefits that are best for you?  <b>Consider the overview features at the right and review the detailed descriptions of each plan below.</b>	<p><b>Generic Choice Rx Plan</b></p> <p>No coverage for Brand ***Not a Creditable RX Plan for Medicare or Medicaid</p> <p>No Mail Order</p>	<p>Covers Generic and Brand Drugs</p> <p>Integrated RX Plan. Pharmacy expenses apply to your Medical Plan CYD</p> <p>Once you satisfy your CYD you pay a % percentage for each prescription</p> <p>No Mail Order</p>	<p>Covers Generic and Brand Drugs</p> <p>\$500 Brand Deductible</p> <p>Annual Cap on Specialty Drug Costs</p> <p>Mail Order Included</p>	<p>Covers Generic and Brand Drugs</p> <p>No Brand Deductible</p> <p>Annual Cap on Specialty Drug Costs</p> <p>Mail Order Included</p>
<p><b>Local Retail Pharmacy</b></p> <ul style="list-style-type: none"> <li>Generic</li> <li>Brand RX Deductible</li> </ul> <p><u>Preferred Brand / Non-Preferred</u></p>	<p>No Deductible You pay 20%</p> <p>NA</p> <p><b>Not Covered*</b> (refer to Generic Choice RX Guide) ***Exceptions include Federal Mandated Brand Vaccines, Women's Preventive Services, HIV and Cancer, Covered HIV and Cancer Brands at 20% with Min \$50 – Max \$200 member cost share</p> <p>Eligible Diabetic Supplies and Insulin are covered at the generic cost share</p> <p>Not Covered</p> <p>Medical Plan may cover some drugs used in treatment of diabetes, cancer or conditions requiring immediate stabilization.</p> <p>Mail Order Not Included with this Plan</p>	<p>Generic &amp; Brand Drugs Subject to Medical Plan CYD, then you pay</p> <p>20% Generic / 30% Preferred Brand / 50% Non-Preferred</p> <p>Same as Above</p>	<p>No Deductible You pay 20%</p> <p>\$500 Deductible per person, then you pay 40% / 50%</p> <p>50% Specialty*** Drugs (Maximum Member Cost per year for Specialty Drugs \$2,000)</p> <p>No Deductible Co-pays \$20/\$80/\$140</p>	<p>No Deductible You pay 20%</p> <p>No RX Deductible you pay, 40% / 50%</p> <p>50% Specialty*** Drugs (Maximum Member Cost per year for Specialty Drugs \$2,000)</p> <p>No Deductible Co-pays \$20/\$80/\$140</p>
<p><b>Self- Administered Specialty Drugs***</b></p> <p>Must be purchased through CVS Specialty CareMark the In-network pharmacy to be covered. Contact number is 1-866-278-5108</p> <p><b>Mail Order Pharmacy 90 Day Supply</b></p> <p>Generic / Preferred Brand / Non-Preferred</p> <p>Must be purchased through Prime Therapeutics. Contact number is 1-888-723-7451</p>				
<p>***Non-creditable RX coverage is not expected to pay out as much as standard Medicare drug coverage pays. This may result in paying a penalty if you do not join a Medicare drug plan when first eligible.</p> <p>***Specialty Drug - We have identified certain drugs as specialty drugs due to requirements such as special handling, storage, training, distribution, and management of the therapy. These drugs are listed as a 'Specialty Drug' in the Medication Guide. To be covered under your pharmacy program at the In-Network cost share, they must be purchased at a Specialty Pharmacy. These pharmacies are different than the retail pharmacies and are identified in both the Provider Directory and the Medication Guide. Using an in-network Specialty Pharmacy to provide these Specialty Drugs lowers the amount you pay for these medications. (Self-administered Drug - An FDA-approved Prescription Drug that you may administer to yourself, as recommended by a Physician. Covered self-administered injectable drugs are denoted with a symbol (SI) in the Medication Guide.) * Please refer to your plans Medication Guide at <a href="http://www.FloridaBlue.com">www.FloridaBlue.com</a> for additional pharmacy details.</p> <p><b>PLAN 1 GENERIC CHOICE Medication Guide:</b> <a href="#">Plan 1 Generic Only Medication Guide Formulary</a></p> <p><b>PLAN 2, 3 &amp; 4 Medication Guide:</b> <a href="#">Plan 2 3 &amp; 4 Medication Guide Formulary</a></p>				



# Marion County School Board - 2020 Health Plan Overview – Actives

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	BlueOptions Basic Plan 1	BlueOptions Basic Plan 2 HSA-Compatible	BlueOptions Mid-Plan 3	BlueOptions High Plan 4
<b>Hospital Services</b>				
Hospital Facility Services – Inpatient, Outpatient & Physical Therapy performed at a hospital				
• In-Network	CYD + 20%	Option 1 - CYD + 20% Option 2 - CYD + 25% CYD + 40%	CYD + 20%	CYD + 20%
• Out-of-Network	CYD + 40%		CYD + 40%	CYD + 40%
<b>Emergency Medical Care Services</b>				
Emergency Room Facility Services				
• In-Network	CYD + 20%	CYD + 20%	CYD + 20%	\$200 Copay
• Out-of-Network	OON Ded + 20%	OON Ded + 20%	OON Ded + 20%	\$200 Copay
Ambulance - Ground/Air & Water				(copay waived if admitted)
• In-Network & Out-of-Network	No Maximums INN Ded + 20%	No Maximums INN Ded + 20%	No Maximums INN Ded + 20%	No Maximums INN Ded + 20%
<b>Outpatient Diagnostic Services</b>				
Independent Diagnostic Testing Facility (IDTF) (includes physician services) In-Network				
• Advanced Imaging Services (MRI, MRA, PET, CT, Nuclear Medicine)	CYD + 20%	CYD + 20%	CYD + 20%	\$125 Copay Also applicable at office location.
Note: Prior Authorization required for Advanced Imaging Services In-network or Out of Network at IDTF, Physician's Office or Outpatient Hospital N/A Authorizations 1-866-326-6302				
• Other IDTF Diagnostic Services (i.e. X-Ray, ultrasound) In-Network	CYD + 20%	CYD + 20%	CYD + 20%	\$50 Copay
Out Of Network Diagnostic Services	CYD + 40%	CYD + 40%	CYD + 40%	CYD + 40%
<b>**Mental Health / Substance Abuse Services</b>				
Office Visit				
• In-Network Family Physician	20%	CYD + 20%	20%	20%
• In-Network Specialist	CYD + 20%	CYD + 20%	CYD + 20%	CYD + 20%
• 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 + 40%	CYD + 20%	CYD + 20%
• Out of Network	CYD + 40%		CYD + 40%	CYD + 40%
Emergency Room Facility Services				
• In-Network	CYD + 20%	CYD + 20%	CYD + 20%	\$200 Copay
• Out of Network	OON Ded + 20%	OON Ded + 20%	OON Ded + 20%	\$200 Copay
Provider Services at Hospital and Emergency Room				(copay waived if admitted)
• In-Network	CYD + 20%	CYD + 20%	CYD + 20%	\$0
• Out of Network	INN Ded + 20%	INN Ded + 20%	INN Ded + 20%	\$0

\*\*Utilization Management/Prior Authorization programs are applicable for Mental Health and Substance Abuse Services. New Directions Behavioral Health at 1-866-287-9569.  
 CYD= Calendar Year Deductible, CYM=Calendar Year Maximum, OON = Out of Network, INN = In-Network. Family Physician= Family Practice, General Practice, Internal Medicine, Pediatrician, HSA= Health Savings Account.  
 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.

## Marion County School Board - 2020 Health Plan Overview – Actives

Other Types of Facilities and Provider Services		BlueOptions Basic Plan 1	BlueOptions Basic Plan 2 HSA-Compatible	BlueOptions Mid-Plan 3	BlueOptions High Plan 4
<b>Ambulatory Surgical Center Facility Services</b> <ul style="list-style-type: none"> <li>In-Network</li> <li>Out-of-Network</li> </ul>		CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	\$100 Copay CYD + 40%
	<b>Provider Services at Hospital, and ER</b> <ul style="list-style-type: none"> <li>In-Network</li> <li>Out-of-Network</li> </ul>	CYD + 20% INN Ded + 20%	CYD + 20% INN Ded + 20%	CYD + 20% INN Ded + 20%	CYD + 20% INN Ded + 20%
<b>Radiology, Pathology, Anesthesiology Provider Services at an Ambulatory Surgical Center</b> <ul style="list-style-type: none"> <li>In-Network</li> <li>Out-of-Network</li> </ul>		CYD + 20% INN Ded + 20%	CYD + 20% INN Ded + 20%	CYD + 20% INN Ded + 20%	CYD + 20% INN Ded + 20%
	<b>Provider Services at Locations other than Office, Hospital and Emergency Room</b> <ul style="list-style-type: none"> <li>In-Network Family Physician</li> <li>In-Network Specialist</li> <li>Out-of-Network</li> </ul>	CYD + 20% CYD + 20% CYD + 40%	CYD + 20% CYD + 20% CYD + 40%	CYD + 20% CYD + 20% CYD + 40%	CYD + 20% CYD + 20% CYD + 40%
<b>Home Health Care Care Centrix 1-877-561-9910</b> <ul style="list-style-type: none"> <li>In-Network</li> <li>Out-of-Network</li> </ul>		CYM 30 visits CYD + 20% CYD + 40%	CYM 30 visits CYD + 20% CYD + 40%	CYM 30 visits CYD + 20% CYD + 40%	CYM 30 visits CYD + 20% CYD + 40%
	<b>Outpatient Therapy + Spinal Manipulations</b> Cardiac Rehabilitation, Occupational Therapy, Speech Therapy, Physical Therapy, Massage Therapy & Spinal Manipulations <ul style="list-style-type: none"> <li>In-Network</li> <li>Out-of-Network</li> </ul>	CYM 75 visits (Includes up to 26 Spinal Manipulations)	CYM 75 visits (Includes up to 26 Spinal Manipulations)	CYM 75 visits (Includes up to 26 Spinal Manipulations)	CYM 75 visits (Includes up to 26 Spinal Manipulations)
<b>Skilled Nursing Facility</b> <ul style="list-style-type: none"> <li>In-Network</li> <li>Out-of-Network</li> </ul>		CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%
	<b>Hospice - Unlimited</b> <ul style="list-style-type: none"> <li>In-Network</li> <li>Out-of-Network</li> </ul>	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%
<b>Durable Medical Equipment (DME) &amp; Prosthetics/Orthotics</b> <ul style="list-style-type: none"> <li>In-Network</li> <li>Out-of-Network</li> </ul>		CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%
	<b>DME Prior Authorization: Care Centrix 1-877-561-9910</b> <b>Maternity</b> <ul style="list-style-type: none"> <li>In-Network Specialist</li> <li>Out-of-Network</li> </ul>	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	CYD + 20% CYD + 40%
<b>Allergy Injections</b> <ul style="list-style-type: none"> <li>In-Network Family Physician</li> <li>In-Network Specialist</li> <li>Out-of-Network</li> </ul>		\$10 Copay CYD + 20% CYD + 40%	CYD + 20% CYD + 40%	\$10 Copay CYD + 20% CYD + 40%	\$10 Copay CYD + 20% CYD + 40%

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.

CYD= Calendar Year Deductible. CYM=Calendar Year Maximum. Family Physician= Family Practice, General Practice, Internal Medicine, Pediatrician. HSA= Health Savings Account. 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.

## **Addendum E**

### **Memoranda of Agreement/Understanding**

Memoranda of Agreement/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 MOA/MOU:

- *Schools Implementing a Turnaround Option Plan for Teacher Placement and Selection for School Year 2019-2020 and 2020-2021 July 31, 2018 ~~1, 2019.~~*

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA,  
MARION EDUCATION ASSOCIATION,  
AND MARION ESSENTIAL SUPPORT PERSONNEL  
MEMORANDUM OF UNDERSTANDING FOR SCHOOLS  
WITH A SCHOOL GRADE OF “D” OR “F”  
TEACHER PLACEMENT AND SELECTION**

The Marion Education Association (“MEA”), Marion Essential Support Personnel (“MESP”), and The School Board of Marion County, Florida (“School Board”) agree to the following:

**WHEREAS**, MEA and MESP are certified bargaining agents for School Board; and,

**WHEREAS**, the School Board is the employer and the party to the Collective Bargaining Agreements (“CBAs”) with MEA and MESP; and

**WHEREAS**, the parties recognize that the Marion County Public Schools (“District”) must abide by the Differentiated Accountability State System of School Improvement outlined in House Bill 7069 (2017) and Section 1008.33, Fla. Stats. (2017); and

**WHEREAS**, the parties acknowledge that schools identified by the Differentiated Accountability State System of School Improvement as needing support must abide by the outlined assurances set forth by the Florida Department of Education; and

**WHEREAS**, the parties have agreed to develop language regarding the recruitment, selection, placement, and expectations for instructional staff in schools designated.

**NOW, THEREFORE**, the parties agree as follows:

1. **Instructional Employee Effectiveness**: Intensive effort will be made to find staff that meets the demonstrated mastery to ensure appropriate staffing levels are met in the schools. In D or F graded schools, eligible instructional employees should demonstrate a raw State VAM or Student Achievement, 3-year aggregate rating, higher than Needs Improvement and possess professional in-field teaching certification to be retained or hired as outlined in Section 8. Other instructional staff, including but not limited to ESE and ESOL, that generate a VAM score and are measured by that metric will be included as a core instructional employee.
2. **Extended Time**: All instructional and non-instructional staff at TOP Schools will work the additional instructional minutes required by the Florida Department of Education. The additional minutes will be paid at the teachers' and non-instructional staff members' daily rates of pay.
3. **Professional Development/Planning Period**: The instructional staff at TOP Schools will receive individual preparation and planning time as outlined in the MEA Collective Bargaining Agreement. Non-core instructional staff will participate in school directed, job-embedded planning or professional development unless the subject matter being addressed in the session is solely related to a specific academic content unrelated to their scope of work as determined in advance by the school principal or his/her designee. Additional professional development and support will be delivered at TOP Schools to include, but not limited to: assisted planning periods, data disaggregation, and job-embedded training.



4. **Instructional Personnel Providing School-wide 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. Such personnel assigned to the school will be eligible for the same extended time pay as core instructional employees. Every effort will be made to avoid pulling these personnel to act as substitutes and take them from their primary role in supporting instruction.
5. **Recruitment Supplement:** The District desires to recruit the very best instructional employees at schools needing their expertise. A monetary incentive (bonus) to attract highly effective and effective instructional personnel will be determined annually by the District and will be offered to all qualifying members of the bargaining unit who transfer into the TOP Schools (schools implementing a Turnaround Option Plan). To qualify for the Recruitment financial incentives, instructional personnel must have a 3-year aggregate State Value Added Model (VAM) 2017-2018 rating of Highly Effective (HE) or Effective (E) or if an instructional employee does not have State VAM rating, the 3-year aggregate Marion County Public Schools 2017-2018 Student Achievement Score of Highly Effective (HE) or Effective (E), as reported on the Summative Evaluation form will be used as the qualifying criteria. If an instructional employee is new to Marion County Public Schools, the person must have a qualifying 3-year aggregate State Value Added Model (VAM) 2017-2018 rating to qualify for the recruitment supplement.

The only exception to using the above criteria is for instructional employees hired, transferred, or retained at a TOP School (a school implementing a Turnaround Option Plan) who do not have a 2017-2018 rating. Instructional employees, who do not have a 2017-2018 rating, will be qualified based on the above criteria using the 2018-2019 ratings once received.

Instructional employees hired at or transferred to a TOP School after the release of the 2018-2019 3-year State VAM Rating will be qualified using the above criteria based on the 2018-2019 3-year aggregated State VAM rating. However, in the absence of State VAM rating, the 2017-2018 MCPS Student Achievement will continue to be utilized.

The recruitment incentive will be prorated for qualifying instructional personnel who work less than their full contract.

^See Appendix A.

6. **Retention Supplement:** The District desires to reduce turnover while retaining the very best instructional employees at schools needing their expertise. In an effort to retain highly effective and effective instructional personnel at the TOP Schools (schools implementing a Turnaround Option Plan), a monetary incentive (bonus) will be determined annually by the District and will be offered to all qualifying members of the bargaining unit, who are retained and meet the criteria at a TOP School. The District will offer a Retention financial incentive to instructional personnel with a 3-year aggregate State Value Added Model (VAM) 2017-2018 score of Highly Effective (HE) or Effective (E) or a 3-year aggregate Marion County Public Schools 2017-2018 Student Achievement Score of Highly Effective (HE) or Effective (E), as reported on the Summative Evaluation form.

The only exception to using the above criteria is for instructional employees hired, transferred, or retained at a TOP School (a school implementing a Turnaround Option Plan) who do not have a 2017-2018 rating. Instructional employees, who do not have a 2017-2018 rating, will be qualified based on the above criteria using the 2018-2019 ratings once received.

The retention incentive will be prorated for qualifying instructional personnel who work less than their full contract.

^See Appendix A.

7. **Change of Status:**

- In the summer of 2019, the FL Department of Education will release the list of schools required to implement a Turnaround Option Plan during the 2019-2020 school year.
- If a school is no longer a TOP School in 2019-2020, qualifying Instructional Staff recruited/retained based on the previous year's TOP status, will still receive the monetary incentive for the 2019-2020 school year.
- If a qualifying instructional employee is involuntarily transferred from a TOP School, the monetary incentive (bonus) will be awarded (excluding transfers for disciplinary reasons).

8. **Movement of Teachers:**

The district must ensure the following at schools with a School Grade of a D or F. Movement of teachers will occur abiding by the respective assurances utilizing the 2017-2018 data until the release date of the 2018-2019 3-year aggregated state VAM rating.

- Percentage of instructional personnel with a rating of Unsatisfactory or Needs Improvement based on the most recent 3-year aggregated state VAM is less than the district average.
- Percentage of instructional personnel who do not have a state VAM rating and with less than an Effective Student Achievement rating must be less than the district average.
- Percentage of temporarily certified or out-of-field instructional personnel should not be higher than the district averages. A school that has instructional vacancies 10 days prior to the first student day and anytime thereafter, is considered in a hiring hardship. Any D or F school experiencing a hiring hardship may exceed up to 5% beyond the district average of temporarily certified or out-of-field instructional personnel.

An exception to using the district averages before movement of teachers would be any school implementing one of the three Turnaround Options: Reassignment/Closure, Charter, or External Operator/Outside Entity.

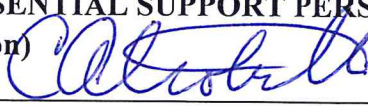
Collective bargaining agreements and statutory requirements will govern the decision to move a teacher or non-instructional employee.

^See Appendix A.

For the  
**SCHOOL BOARD OF MARION COUNTY**  
(the District):

By:   
Jaycee Oliver  
Executive Director Employee Relations  
Chief Negotiator

Date: 4/10/19

For the  
**MARION EDUCATION ASSOCIATION**  
and  
**MARION ESSENTIAL SUPPORT PERSONNEL**  
(the Association)  
By:   
Chris Altobello  
Executive Director of MEA AND MESP  
Chief Negotiator

Date: 4/10/19



# Monetary Incentive (Bonus) to Recruit and Retain Teachers 2019-2020 School Year

**Appendix A**  
(See full details  
outlined in MOU  
document.)

**2018-2019 TOP Schools:** Belleview Santos, Evergreen, Fessenden, Greenway, Reddick-Collier, and Oakcrest Elementary Schools

Qualifying Instructional Staff recruited or retained at the above TOP Schools prior to the release of 2018-2019 school grades will be \* "grandfathered" in.

\* "grandfathered in" (If a school is no longer a TOP School in 2019-2020, the Instructional Staff recruited/retained based on the previous year's TOP Status will still receive the monetary incentive.)

**2019-2020 TOP Schools:** In the summer 2019, the FL Department of Education will release the list of Schools that are required to implement a TOP.

**Please note:**

- The recruitment/retention incentive (bonus) will be prorated for qualifying instructional personnel who work less than their full contract.
- Instructional employees hired at or transferred to a TOP School after the release of the 2018-2019 3-year aggregated State VAM Rating will be qualified using the 2018-2019 3-year aggregated State VAM rating. However, in the absence of a State VAM rating, the 2017-2018 MCPS Student Achievement will continue to be utilized.
- \*\*The only exception to using the criteria below is for instructional employees hired, transferred, or retained at a TOP School who do not have a 2017-2018 rating. Instructional employees who do not have a 2017-2018 rating, will be qualified based on the criteria below using the 2018-2019 ratings once received.

## April 2019 UNTIL 2018-2019 State VAM Ratings Released

### Recruitment & Retention

Transferred to or Newly  
Hired at a TOP School

Remained at a TOP  
School

**\$6000.00**

**Highly Effective State VAM** (Value Added Model)  
(\*\*2017-2018 3-Year Aggregate Rating)

~ or in the absence of State VAM ~

**Highly Effective Student Achievement**  
(\*\*MCPS 2017-2018 3-Year Aggregate Rating)

**\$3000.00**

**Effective State VAM** (Value Added Model)  
(\*\*2017-2018 3-Year Aggregate Rating)

~ or in the absence of State VAM ~

**Effective Student Achievement**  
(MCPS 2017-2018 3-Year Aggregate Rating)

**\$1000.00**

**\*Certified Self-Contained ESE Teacher**

If the instructional person qualifies for one of the criteria listed above, this monetary incentive will be in addition.

## AFTER 2018-2019 State VAM Ratings Released

### Recruitment & Retention

Transferred to or Newly  
Hired at a TOP School

Remained at a TOP  
School

**\$6000.00**

**Highly Effective State VAM** (Value Added Model)  
(2018-2019 3-Year Aggregate Rating)

~ or in the absence of State VAM ~

**Highly Effective Student Achievement**  
(MCPS 2017-2018 3-Year Aggregate Rating)

**\$3000.00**

**Effective State VAM** (Value Added Model)  
(2018-2019 3-Year Aggregate Rating)

~ or in the absence of State VAM ~

**Effective Student Achievement**  
(MCPS 2017-2018 3-Year Aggregate Rating)

**\$1000.00**

**\*Certified Self-Contained ESE Teacher**

If the instructional person qualifies for one of the criteria listed above, this monetary incentive will be in addition.

**THE SCHOOL BOARD OF MARION COUNTY, FLORIDA,  
AND MARION EDUCATION ASSOCIATION,  
MEMORANDUM OF UNDERSTANDING FOR SCHOOLS WITH A SCHOOL GRADE OF  
"D" OR "F"  
TEACHER PLACEMENT AND SELECTION**

The Marion Education Association ("MEA") and The School Board of Marion County, Florida ("School Board") agree to the following:

**WHEREAS**, MEA is a certified bargaining agents for School Board; and,

**WHEREAS**, the School Board is the employer and the party to the Collective Bargaining Agreement ("CBA") with MEA; and

**WHEREAS**, the parties recognize that the Marion County Public Schools ("District") must abide by Section 1008.33, Fla. Stats. (2019) and Fla. Admin. Code R. 6A-1.099811 (2019), which enforce public school improvement; and

**WHEREAS**, the parties acknowledge that schools identified by the School Improvement (SI) program and School Improvement State System of Support for Deficient and Failing Schools as needing support must abide by the outlined assurances set forth by the Florida Department of Education; and

**WHEREAS**, the parties have agreed to develop language regarding the recruitment, selection, placement, and expectations for instructional staff in schools designated.

**NOW, THEREFORE**, the parties agree as follows:

1. **Instructional Employee Effectiveness**: Intensive effort will be made to find staff that meets the demonstrated mastery to ensure appropriate staffing levels are met in the schools. In D or F graded schools, eligible instructional employees should demonstrate a raw State VAM or Student Achievement, 3-year aggregate rating, higher than Needs Improvement and possess professional in-field teaching certification to be retained or hired as outlined in Section 8. Other instructional staff, including but not limited to ESE and ESOL, that generate a VAM score and are measured by that metric will be included as a core instructional employee.
2. **Extended Time**: All instructional staff at TOP Schools will work the additional instructional minutes required by the Florida Department of Education. The additional minutes will be paid at the teachers' daily rates of pay.
3. **Professional Development/Planning Period**: The instructional staff at TOP Schools will receive individual preparation and planning time as outlined in the MEA Collective Bargaining Agreement. Non- core instructional staff will participate in school directed, job-embedded planning or professional development unless the subject matter being addressed in the session is solely related to a specific academic content unrelated to their scope of work as determined in advance by the school principal or his/her designee. Additional professional development and support will be delivered at TOP Schools to include, but not limited to: assisted planning periods, data disaggregation, and job-embedded training.



4. **Instructional Personnel Providing School-wide 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. Such personnel assigned to the school will be eligible for the same extended time pay as core instructional employees. Every effort will be made to avoid pulling these personnel to act as substitutes and take them from their primary role in supporting instruction.
5. **Retention and Recruitment Supplement:** The District desires to retain and recruit the very best instructional employees at schools needing their expertise. A monetary incentive (bonus) to keep and attract highly effective and effective instructional personnel will be determined annually by the District and will be offered to all qualifying members of the bargaining unit who remain at or transfer into the TOP Schools (schools implementing a Turnaround Option Plan).

To qualify for the Recruitment or Retention financial incentive, instructional personnel must have a 3-year aggregate State Value Added Model (VAM) 2018-2019 rating of Highly Effective (HE) or Effective (E) or if an instructional employee does not have State VAM rating, the 3-year aggregate Marion County Public Schools 2018-2019 Student Achievement Score of Highly Effective (HE) or Effective (E), as reported on the Summative Evaluation form will be used as the qualifying criteria. If an instructional employee is new to Marion County Public Schools, the person must have a qualifying 3-year aggregate State VAM rating 2018-2019 rating to qualify for the recruitment supplement.

The only exception to using the above criteria is for instructional employees hired, transferred, or retained at a TOP School (a school implementing a Turnaround Option Plan) who do not have a 2018-2019 rating. Eligibility of instructional employees who do not have a 2018-2019 rating will be determined based on the above criteria using the 2019-2020 rating, once received.

Eligibility of instructional employees hired at or transferred to a TOP School after the release of the 2019-2020 3-year State VAM Rating will be determined using the above criteria based on the 2019-2020 3-year aggregate State VAM rating. However, in the absence of State VAM rating, the 2018-2019 MCPS Student Achievement will continue to be utilized.

The recruitment incentive will be prorated for qualifying instructional personnel who work less than their full contract.

**See Appendix A.**

6. **Retention Signing Bonus:** The District desires to reduce turnover while retaining current instructional employees at schools to maintain consistency for the school and its students. In an effort to retain existing instructional personnel at the TOP Schools (schools implementing a Turnaround Option Plan), the District will offer a Signing Bonus to all instructional personnel serving and completing the 2019-2020 school year at a TOP School who agree to serve at the same TOP School for the 2020-2021 school year.

Eligible instructional personnel who complete and return the completed Retention Signing Bonus Form by April 30 are eligible. Should an instructional employee make the decision not to return after receiving the Retention Signing Bonus, the Retention Signing Bonus is forfeited and must be returned to the District.

**See Appendix B.**

**7. Change of Status:**

- In the summer of 2020, the FL Department of Education will release the list of schools required to implement a Turnaround Option Plan during the 2020-2021 school year.
- If a school is no longer a TOP School in 2020-2021, qualifying Instructional Staff recruited/retained based on the previous year's TOP status, will still receive the monetary incentive for the 2020-2021 school year.
- If a qualifying instructional employee is involuntarily transferred from a TOP School, the monetary incentive (bonus) will be awarded (excluding transfers for disciplinary reasons).
- If a retained instructional employee is involuntarily transferred from a TOP school, the Retention Signing Bonus, paid in May 2020 in good faith to the employee intending to return, remains with the employee and does not need to be repaid.

**8. Movement of Teachers:**

The district must ensure the following at schools with a School Grade of a D or F. Movement of teachers will occur abiding by the respective assurances utilizing the 2018-2019 data until the release date of the 2019-2020 3-year aggregate state VAM rating.


- Percentage of instructional personnel with a rating of Unsatisfactory or Needs Improvement based on the most recent 3-year aggregate state VAM is less than the district average.
- Percentage of instructional personnel who do not have a state VAM rating and with less than an Effective Student Achievement rating must be less than the district average.
- Percentage of temporarily certified or out-of-field instructional personnel should not be higher than the district averages. A school that has instructional vacancies 10 days prior to the first student day and anytime thereafter, is considered in a hiring hardship. Any D or F school experiencing a hiring hardship may exceed up to 5% beyond the district average of temporarily certified or out-of-field instructional personnel.

An exception to using the district averages before movement of teachers would be any school implementing one of the three Turnaround Options: Reassignment/Closure, Charter, or External Operator/Outside Entity. For one of the three Turnaround Options, the district and the EO, if applicable, shall ensure that teachers rated as Unsatisfactory and Needs Improvement based on the three-year aggregate state Value-added Model (VAM) rating and on the district's approved evaluation system, pursuant to section 1012.34, F.S., shall not be staffed at the school.

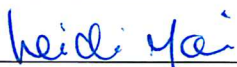
The collective bargaining agreement and statutory requirements will govern the decision to move an instructional employee.

See Appendix A.

**THE SCHOOL BOARD OF MARION  
COUNTY, FLORIDA**


By:   
Eric Cummings, Board Chair

Date: MAR 24 2020

By:   
Heidi Maier, Ed.D., Superintendent

Date: MAR 24 2020

**MARION EDUCATION ASSOCIATION**

By:   
Mark Avery, President

Date: MAR 24 2020





**Monetary Incentive (BONUS) to Retain and Recruit Teachers and Retention Signing Bonus  
Evergreen and Oakcrest Elementary Schools  
2020-2021 School Year**

**Retention: Current 2019-2020 Evergreen and Oakcrest Instructional Staff Remaining for 2020-2021**

- **\$1000 SIGNING BONUS FOR CURRENT EVERGREEN AND OAKCREST STAFF:**
  - o All current 2019-2020 Instructional Staff who commit to remain an instructional employee at their current school by completing the Retention Signing Bonus Form by April 30, 2020, will receive a \$1000 Retention Signing Bonus, paid in May 2020\*, AND
- The following monetary incentives are also available for qualifying instructional staff who remain at their current school:
  - o **\$6000 – Highly Effective (HE) 2018-2019 3-year aggregate State VAM\*\*.** (In the absence of a State VAM rating, a 2018-2019 3-year aggregate Student Achievement Rating of HE is accepted\*\*.)
  - o **\$3000 – Effective 2018-2019 3-year aggregate State VAM\*\*.** (In the absence of a State VAM rating, a 2018-2019 3-year aggregate Student Achievement Rating of E is accepted\*\*.)
  - o **\$1000 – Certified Self-Contained ESE Teacher.** An instructional employee who qualifies for the HE or E incentive and is a certified self-contained ESE teacher qualifies for this additional incentive.

\*If an instructional employee chooses not to return and serve at the identified school for the 2020-2021 school year, the recruitment signing bonus is forfeited and must be returned to the District.

\*\*If an instructional employee does not have a 2018-2019 rating, the 2019-2020 rating is used to determine eligibility.

**Recruitment of Instructional Staff **BEFORE** 2019-2020 State VAM Ratings Released**

- The following monetary incentives are available for qualifying instructional staff who are recruited to Evergreen or Oakcrest for the 2020-2021 school year:
  - o **\$6000 – Highly Effective (HE) 2018-2019 3-year aggregate State VAM.** (In the absence of a State VAM rating, a 2018-2019 3-year aggregate Student Achievement Rating of HE is accepted\*\*.)
  - o **\$3000 – Effective 2018-2019 3-year aggregate State VAM.** (In the absence of a State VAM rating, a 2018-2019 3-year aggregate Student Achievement Rating of E is accepted\*\*.)
  - o **\$1000 – Certified Self-Contained ESE Teacher.** An instructional employee who qualifies for the HE or E incentive and is a certified self-contained ESE teacher qualifies for this additional incentive.

\*\*If an instructional employee does not have a 2018-2019 rating, the 2019-2020 rating is used to determine eligibility.

**Recruitment of Instructional Staff **AFTER** 2019-2020 State VAM Ratings Released**

- The following monetary incentives are available for qualifying instructional staff who are recruited to Evergreen or Oakcrest for the 2020-2021 school year:
  - o **\$6000 – Highly Effective (HE) 2019-2020 3-year aggregate State VAM.** (In the absence of a State VAM rating, a 2018-2019 3-year aggregate Student Achievement Rating of HE is accepted\*\*.)
  - o **\$3000 – Effective 2019-2020 3-year aggregate State VAM.** (In the absence of a State VAM rating, a 2018-2019 3-year aggregate Student Achievement Rating of E is accepted\*\*.)
  - o **\$1000 – Certified Self-Contained ESE Teacher.** An instructional employee who qualifies for the HE or E incentive and is a certified self-contained ESE teacher qualifies for this additional incentive.

\*\*If an instructional employee does not have a 2018-2019 rating, the 2019-2020 rating is used to determine eligibility.

**Important Notes:**

- Monetary incentives are prorated for qualifying instructional personnel who work less than their full contract.
- The first disbursement of the incentive will be paid by Spring Break 2021. The second disbursement of the incentive will be paid after the conclusion of the 2020-2021 contract year.
- Full details are outlined in the Memorandum of Understanding (MOU) document.

**Retention Signing Bonus Form**  
**Deadline: April 30, 2020**

DIRECTIONS: To qualify, please complete all lines, sign, date, and return this signed form to your Principal by the deadline.

Instructional Employee Name: \_\_\_\_\_ Employee ID: \_\_\_\_\_

2019-2020 School Assignment: \_\_\_\_\_

Marion County Public Schools (District) thanks you for your important work with the students at Evergreen or Oakcrest Elementary School during the 2019-2020 school year. In order to preserve continuity and stability for these schools and their students, the District desires to keep instructional staff at the same school for the 2020-2021 school year.

A retention signing bonus of \$1000 is offered to you as an instructional employee who is currently serving and completing the 2019-2020 school year at Evergreen or Oakcrest and agreeing to serve at the same school for the 2020-2021 school year.

(Initial each of the six lines below.)

\_\_\_\_\_ I am serving as an instructional employee and completing the 2019-2020 year at a turnaround school.

\_\_\_\_\_ I will return as an instructional employee for 2020-2021 to the same turnaround school.

\_\_\_\_\_ I understand that agreeing to these conditions, completing, and submitting this form by the deadline entitles me to a \$1000 retention signing bonus, paid in May 2020.

\_\_\_\_\_ I understand that if I make the decision not to return to the school I served in 2019-2020, the retention signing bonus is forfeited and must be returned to the district.

\_\_\_\_\_ I understand that if I am involuntarily transferred from the school I served in 2019-2020, the retention signing bonus does not need to be repaid.

\_\_\_\_\_ I understand that, in addition to this recruitment signing bonus, I may be eligible for a monetary retention incentive based on additional criteria, paid in two disbursements (by Spring Break 2021 and after the 2020-2021 contract year is concluded, prorated for staff who work less than their full contract):

- **\$6000 – Highly Effective (HE) 2018-2019 3-year aggregate State VAM\***. (In the absence of a State VAM rating, a 2018-2019 3-year aggregate Student Achievement Rating of HE is accepted\*.)
- **\$3000 – Effective 2018-2019 3-year aggregate State VAM\***. (In the absence of a State VAM rating, a 2018-2019 3-year aggregate Student Achievement Rating of E is accepted\*.)
- **\$1000 – Certified Self-Contained ESE Teacher**. An instructional employee who qualifies for the HE or E incentive and is a certified self-contained ESE teacher qualifies for this additional incentive.

\*If an instructional employee does not have a 2018-2019 rating, the 2019-2020 rating is used to determine eligibility.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_