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COLLECTIVE BARGAINING AGREEMENT

This agreement made and entered into this 1st day of July, 2004 by and between THE DISTRICT SCHOOL BOARD OF MARION COUNTY, FLORIDA, hereinafter called the "Board" and THE MARION EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

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

THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1.00

RECOGNITION

Section 1.10 The Board hereby agrees that employees of the Board 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 Board undertakes and agrees that it will not deprive or coerce any employee in the enjoyment of any right conferred by this agreement, it will not discriminate against any employee by reason of membership or non-membership in the Association or in the institution of any grievance, complaint or proceeding under this Agreement.

Section 1.20 The Board 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:

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 1.30 The bargaining unit consists of all instructional employees of the Board (in the following identified positions), except as may be amended by the Public Employees Relations Commission in accordance with state statute: classroom teachers, including teachers of Varying Exceptionalities, Specific Learning Disabilities, Hearing Impaired, Physically Impaired, Gifted, Emotionally Handicapped, Autistic, Work Study, Visually Impaired, Severe Learning Disabilities, Hospital/Homebound, Pre-K, ESOL, Music, Art, Physical Education, Drivers Education, and Adult Education; teachers in Alternative Education; Area Coordinators, Speech Therapists, Media Specialists, Guidance Counselors, Social Workers, Educational Diagnosticians, Applied Technology Administrative Assistants, Community Education Coordinators, Learning Resource Specialists, Child Find Specialists. The term "teacher," whenever used in this agreement shall be deemed to mean employees of the Board who are identified by the above certification order regardless of job title or job description.

ARTICLE 2.00

ASSOCIATION RIGHTS

Section 2.10 Employees of the Board, who are members of the bargaining unit for which the Association has been certified as bargaining representative and who elect to become members of the Association, may execute and deliver to the Association an assignment authorizing payroll deduction of the Association's membership dues and uniform assessments for the transmittal to the Board subject to the conditions of this agreement.

Section 2.11 An authorization for dues deduction pursuant to the provisions of Section 2.10 shall continue thereafter unless revoked by the employee. Revocation notice must take place at the UniServ Office on a Board-provided form available at the UniServ Office. Revocation notice may only be

processed during the first ten (10) working days of any school semester. The employee will be responsible for delivering the form to the Board. Deductions will cease following receipt by the Board of revocation notice. **REVISED 2001**

Section 2.12 The Association's right to payroll deduction, unless revoked pursuant to Florida Statute 447.507, shall be in force for so long as the Association remains the certified bargaining agent for the employees in the bargaining unit.

Section 2.13 No later than July 1 of each year, the Association shall certify to the Board the total amount of uniform dues and assessments for the period commencing July 1, and ending June 30 of each year, which is to be deducted from the salary of an employee authorizing such deduction pursuant to the provisions of Section 2.10.

Section 2.14 The Board, pursuant to an employee's authorization, pursuant to Section 2.10, will deduct from twenty (20) paychecks 1/20 of the amount certified by the Association, pursuant to Section 2.13, from the salary check of an employee. No deduction will be made with respect to an employee whose authorization, pursuant to Section 2.10, is received less than ten (10) working days prior to that employee's next regularly scheduled pay date, the dues deduction shall not commence until the following pay date.

Section 2.15 Association dues and uniform assessments deducted by the Board pursuant to an employee's authorization under Section 2.10 shall be remitted to the Association on or before the 10th working day following such deduction.

Section 2.16 It is expressly understood and agreed that in the event of a conflict between the terms of this Agreement and any authorization for dues deduction submitted to the Board, the provisions of this Agreement shall prevail.

Section 2.17 The Association agrees that it will indemnify and hold the Board harmless from any claim or demand asserted by an employee against the Board by virtue of the Board's performance of the provisions of this Agreement.

Section 2.20 Upon prior approval of the building principal and the Superintendent, the Business Agent for the Association shall be allowed to use school building 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 2.22 The Board agrees to furnish the Association copies of any information provided by the Superintendent to the members of the Board concerning the financial resources and financial condition of the school district, including the school district budget, monthly and annual financial reports, information relative to members of the bargaining unit, pupil enrollment and attendance data, etc., provided that the Association has requested this material and agrees to reimburse the Board for charges for reproduction of this material.

Section 2.23 Faculty meetings conducted after the students have been dismissed may extend a time period of approximately ten (10) minutes to the building representative of the Association for the purpose of announcements and dissemination of Association news, provided that the extension of this time is requested by the building representative prior to the beginning of the faculty meeting. Faculty meetings conducted before the students arrive may be extended in the same manner and with the same provisions except that the time period may be shortened at the principal's discretion. When it is not possible for the principal to hold a monthly staff meeting with the entire faculty, the MEA Building Representative may request to hold an MEA meeting once a month during non-student contact time at the beginning or the end of the teacher work day. The principal shall approve the time and place of the meeting in advance.

Section 2.30 School Committees - The members of the bargaining unit in each school shall elect a School Committee. Such Committee, however, shall not have fewer than three (3) members, nor more than seven (7) members. Upon request of either party, the Committee shall have the right to meet with the building principal to hold discussions which will include, but not be limited to, the following areas: supplementary texts, materials, supplies and equipment to be purchased within budget allocation

for that school or department; problems within the school relating to the implementation of this Agreement or district-wide Board policies. Further, the initiating party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering the proposed meeting.

Section 2.31 Members of the bargaining unit who are not home based in a particular school, but who can be grouped by their area of specialization, shall elect a committee for their area of specialization. This committee shall not have fewer than three (3) members, nor more than seven (7) members, and shall meet upon request of either party with the appropriate supervisor for the purpose of discussion including, but not limited to, the following areas: supplementary texts, materials, supplies, and equipment to be purchased within the budget allocation for that specialized area. Further, the initiating party will submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda covering the proposed meeting.

Section 2.32 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 parties, for the purpose of reviewing safety matters, personnel matters and the administration of the contract. These meetings will in no way bypass the negotiations or grievance procedures. Further, the party requesting the meeting shall submit to the other, at least twenty-four (24) hours prior to the meeting, an agenda enumerating specific topics to be discussed.

Section 2.33 For Modified Schools:

- A. Faculty shall elect an MEA committee
- B. Committee will meet on a regular basis with the principal.
- C. If problems cannot be solved with the committee and principal, they will be remanded to the Labor Relations Committee for resolution.

Section 2.34 Job Description Committee – Job Descriptions for each classification will be developed and/or maintained. Said descriptions shall be developed by the Employer. Input may be asked

of those eligible for Association membership. The descriptions shall be given to employees upon request. Descriptions will include at a minimum: (a) Job Title and descriptions, (b) Minimum requirements/qualifications, (c) Examples of performance, and (d) Necessary special requirements/qualifications. The Job Description Committee will convene during the developmental stages of the new or amended job descriptions prior to presentation to the School Board.

Section 2.40 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. The Association Building Representative shall have the privilege to distribute materials relating to Association activities and matters of Association concern in the teacher mail boxes in the individual schools. A courtesy copy of material distributed in mailboxes shall be provided to the principal and/or designee in advance. In those schools where electronic bulletin boards and electronic mailboxes are available, the Association shall enjoy similar rights with respect to those media. **REVISED 2001**

Section 2.50 Upon selection by the Superintendent of the individual on his staff to be charged with the responsibility for planning the orientation program (county-wide or at each individual school) for new teachers, the Association shall be advised of the identity of that person and may delegate a representative to meet with him/her and submit proposals respecting new-teacher orientation. The Association shall be granted a scheduled time, not to exceed thirty (30) minutes, as part of the new-teacher orientation program.

Section 2.60 The Association shall appoint/select all bargaining unit members who fill or occupy positions on committees (i.e. Insurance, Acceptable Use Policy), task forces, councils and/or bodies created or maintained by the Employer, which deal with terms and conditions of employment. **REVISED 2004**

Section 2.61 The Board and the Association will share equally the cost of publishing this Agreement. The Board will be responsible for the printing of the agreement within thirty (30) days of ratification. The MEA shall be responsible for the distribution of the Agreement within forty-five (45) days of ratification by the Association members and the Marion County School Board. The entire contract will be printed every three (3) years beginning with the 1992-95 contract. In subsequent years one (1) and two (2), an addendum to the contract will be printed with the complete Agreement and addendum(s) made available for all new teachers. Additional costs for printing of the Agreement and addendum(s) for new teachers will be shared by the Board and the Association.

Section 2.62 All rights and privileges conveyed in this Article are conveyed exclusively to the Marion Education Association.

Section 2.70 The Association shall be a regular stop on the courier route subject to normal courier schedules and restrictions as apply to schools.

Section 2.80 MEA will receive twenty (20) days for Association Leave. The Association will pay for substitutes.

Section 2.81 Upon annual approval of the Board, the duly elected President of MEA shall be released from his/her regular duties to perform the duties of MEA President for the term of his/her presidency. Said release shall be on a half time or full-time basis, contingent upon the ability of the bargaining agent to satisfy the fiscal obligation of said release. The following expectations shall apply:

A. The Board shall serve as fiscal agent for the payment of his/her salary, fringe benefits and fixed charges, provided the union reimburses the Board 100% of any and all sums paid to or on behalf of said MEA President for the release-time duties.

B. The president shall be considered a full-time employed member of the Bargaining Unit and shall enjoy all rights, benefits, and entitlements appertaining thereto.

C. The president shall return to the work location previously assigned at the end of his/her presidency, provided an approved transfer has not occurred consistent with other portions of this collective bargaining agreement.

D. Association reimbursement of salary, fringe and fixed charges shall be based on a pro-rata share of the actual time released, with respect to both days and hours, and shall be made in two lump-sum payments, with the first occurring on or about the last work day in October and the second occurring on or about the last work day in March. *EFFECTIVE 2002*

ARTICLE 3.00

EMPLOYER RIGHTS

Section 3.10 It is expressly understood and agreed between the Association and the Board that the right to direct employees of the Board; to hire, promote, transfer, assign and retain employees; and to suspend, demote, discharge or take other disciplinary action against employees subject only to express provisions respecting such matters in the Agreement, shall be solely and exclusively within the responsibility of the Board subject to provisions of State Regulations and the Laws of Florida and the United States.

Section 3.11 It is expressly understood and agreed between the Association and the Board that the right to relieve employees from duty because of lack of work or for other legitimate reasons; to maintain the efficiency of the Board's operations; to determine the methods, means, and personnel by which the Board's operations are to be conducted; and to take whatever action may be necessary to carry out the mission of the Board in situations of emergency shall be solely and exclusively within responsibility of the Board.

Section 3.12 It is expressly understood by and between the Association and The Board that no provision of this Agreement shall be construed so as to abridge the authority and power of the Board as

established by constitutional provision, statute or State Board of Education Regulations in existence at the time this Agreement is executed. The Board 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 contract shall be deemed a waiver by the Association or individual employee of any rights otherwise secured by law.

Section 3.13 It is expressly understood and agreed that this Agreement constitutes the entire agreement between the parties with respect to wages, rates of pay, hours of employment and other conditions of employment for the affected employees and that the determination of any question with respect to wages, rate of pay, hours of employment or other conditions of employment not expressly determined by this Agreement shall be deemed to be within the sole authority of the Board as the managing agent for the public school, subject to the provisions of State Regulations and the laws of Florida and the United States.

ARTICLE 4.00

GRIEVANCE PROCEDURE

Section 4.10 For purposes of this Article, the term "grievance" means any dispute between the employer and one or more employees involving the interpretation or application of the current Collective Bargaining Agreement.

The following matters shall not be the basis of any grievance filed and/or processed under the Grievance Procedures of this Agreement:

- A. The termination of services or failure to re-employ any probationary employee.
- B. Assigning to any probationary employee an additional period of probation.
- C. Any complaint respecting termination of employment for which there is another remedial procedure or forum established by law or regulations having the force of law, provided, however, that a

continuing contract/PSC teacher may use this grievance procedure to grieve a termination under Article 6.00 as an alternative to, and in lieu of, the procedures established in Section 6.14.

Section 4.11 The aggrieved or their specified representative shall have the right, within ten (10) working days of occurrence, to present a formal grievance in accordance with the following procedure.

Step I The grievant may submit to his immediate supervisor the grievance in writing with a copy to the Superintendent. The grievant's immediate supervisor shall investigate the grievance and, together with the grievant, shall make every effort to resolve the grievance. The supervisor shall, within ten (10) working days of the date that the grievance was submitted, adjust the grievance to the satisfaction of the grievant or give the grievant a written explanation of his reasons for finding against the grievant and upon request of the grievant send a copy thereof to the Association.

Step II If the grievant is not satisfied, within ten (10) working days of the date the grievant's immediate supervisor finds against the grievant, the grievant/ Association shall file with the Superintendent or his/her designee. The Superintendent/designee shall hold a meeting with the grievant and the Association within ten (10) working days. The grievant's immediate supervisor, the grievant and his/her representative shall each be notified of the time and place of the meeting. At such meeting, the grievant, the Association and the Superintendent/designee shall be given an opportunity to appear, give testimony and request the attendance of other Board employees as witnesses. The grievant and his/her representative and his/her immediate supervisor shall be given an opportunity to appear and give testimony. Within five (5) working days of said meeting, the Superintendent or his/her designee shall make his/her finding and shall notify all parties of his/her finding.

Step III If the grievant is not satisfied with the disposition of the grievance made by the Superintendent/designee, the grievant/Association shall have the right within five (5) working days of the date the grievant receives notice of the Superintendent's disposition of the grievance to file a request for review by the Board, on a form prescribed by the Board. The Superintendent shall cause the matter to be placed on the agenda of the next regular or special meeting of the Board and shall promptly transmit to

each member of the Board a copy of the request for review, the original grievance and the written decisions of the immediate supervisor and Superintendent/designee. Notice of the date and time of such meeting shall be given to the grievant and the Association. The Board shall, at the next regular or special meeting following receipt of a request for review, either (a) affirm the decision of the Superintendent, or (b) fix a date for hearing, within fifteen (15) days following the date of the meeting at which the request for review was considered. At such hearing, the grievant, the Association and the Superintendent shall be given an opportunity to appear, give testimony and request the attendance of other Board employees as witnesses. If the Board elects to conduct a hearing in the manner prescribed above, it shall, at the conclusion of such hearing, either affirm the decision of the Superintendent or make other appropriate disposition of the grievance notifying all parties concerned of its decision.

Step IV If the aggrieved is not satisfied with the disposition of his grievance by the Board, the Association may within five (5) working days of the receipt of the Board's decision notify the Board, through the Superintendent, of its intention to submit the grievance to binding arbitration. A list of three (3) arbitrators shall be requested from the American Arbitration Association. The grievant or his/her representative shall have the right to strike one arbitrator from the list, the Superintendent or his/her designee shall have the right to strike one arbitrator from the list, and the remaining arbitrator shall then be requested to hear and make final and binding disposition of the grievance. If the arbitrator selected by this procedure is unable to hear the grievance, then three (3) additional names of arbitrators will be requested from the American Arbitration Association and the selection procedure will be repeated. The cost involved in the exercising of arbitration shall be borne equally by the Board and the grievant, unless the arbitrator makes a finding, on the record, that the party requesting arbitration acted in bad faith or without substantial cause, in which event the costs involved in the exercising arbitration shall be borne by the party requesting arbitration. Each party shall pay its own representative's fees and costs in arbitration.

Section 4.12 The time limits provided in this article shall be strictly observed, but may be extended by mutual written agreement of the parties. Notwithstanding the expiration of this Agreement, any grievance thereunder may be processed through this grievance procedure until resolution.

Section 4.13 No employee shall be discriminated against in any way for filing or processing a grievance under the procedures set forth above.

Section 4.14 The grievant/Association or the Board may introduce new evidence or testimony at any step with the prior knowledge of the other party.

ARTICLE 5.00

EMPLOYMENT CONDITIONS

Section 5.10 The Board agrees to provide each employee engaged as a classroom teacher with no less than two (2) cubic feet of secure storage space for personal and/or instructional materials which shall be limited in access to the individual teacher and the building principal, provided that the Board shall not be responsible for any impairment of the security of such storage space by act or negligence of the teacher and provided further that the Board shall not be responsible or liable for the loss of personal belongings from such storage space under any circumstances.

Section 5.11 The Board agrees to provide each employee engaged as a teacher with a copy of the teacher's edition of the basic text or texts used by that teacher in each course he/she is teaching. Teacher shall return such text to the Board or its representatives at the conclusion of the school year. The teacher shall not be liable for vandalism or mischievous damage to these materials if due care has been exercised.

Section 5.12 The Board shall make available in each school an area which shall be reserved for use as an employee lounge.

Section 5.121 Smoking shall be permitted outside the buildings.

Section 5.13 The Board shall make available in each school a rest room exclusively for employee use.

Section 5.14 The Board shall make telephone facilities available for employee use in each school center.

Section 5.15 The Board will provide off-street parking facilities identified exclusively for employee use at each school facility.

Section 5.16 Teachers shall not be required to do any other than minor maintenance and repair work on equipment which is part of their instructional program. *REVISED 2001*

Section 5.161 The document “Guidelines for the Delineation of Roles and Responsibilities for the Safe Delivery of Specialized Health Care in the Educational Setting” and a medical doctor will be used to set the standard of those procedures not specified in FS 1006.062. *EFFECTIVE 2001*

Section 5.17 A private conference area shall be provided when necessary in each school for conferences with parents or students.

Section 5.18 Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health and safety. It shall be the responsibility of the teacher to report any unsafe or hazardous condition to his/her immediate supervisor, or to so inform the immediate supervisor if asked to perform a task which would endanger the teacher's health or safety. The Board shall notify affected teachers of the results of any and all tests conducted for hazardous conditions, within five (5) working days of the receipt of said results, when a safety hazard is identified.

Section 5.19 The Board agrees that when school is not in session, employees may be given personal access to school buildings by arranging such access with the building principal.

Section 5.20 All vacancies in supervisory and administrative positions shall be publicized throughout the district for a period of no less than ten (10) days (excluding Saturday, Sunday, and designated holidays). The provisions of this section shall not be deemed to prohibit transfer of currently employed administrative personnel and such transfer shall not be deemed a violation of this Agreement.

Section 5.21 Any teacher may apply for assignment to fill a vacancy in a supervisory or administrative position by filing an application on a form prescribed by the Board and which shall be available at the Board's personnel office.

Section 5.211 When an employee wishes to transfer to another worksite, the employee will receive notice that the application has been received at the school, including a statement of the status of that application.

Section 5.22 Any teacher who desires to transfer may file a written request for such transfer with the Principal(s) on a form to be provided by the Personnel Department. The applicant will list up to four schools, in order of preference. The Personnel Department will send a teacher's listing of school preferences to the prospective schools/departments.

These transfer requests will be coordinated by the Personnel Department. District staffing goals and the Singleton requirements will be monitored by the Director of Personnel before transfers are approved.

Section 5.23 Transfer requests for the next school year filed by the teacher's last workday will require the approval only of the receiving principal if it is approved prior to the last calendar workday. The current principal shall sign the request form indicating only his/her awareness of the requested transfer.

Any transfer request made after the teacher's last working day will require the approval of both the receiving and the sending principal. Teachers who apply for transfer to be effective at the beginning of the next school year need not give a reason for such request. Teachers who apply for transfer to be effective during a school year must state the reasons for transfer requests.

Section 5.231 If a hiring freeze is implemented through the end of June, an extension of two (2) weeks will be granted for voluntary transfers; however, this extension will not go beyond three weeks prior to the starting date for teachers.

Section 5.232 Persons desiring to transfer to schools with more vacant units than minority needs may do so to the extent they do not fill units needed to comply with the Stipulated Agreement.

Each May, a two-week period will be designated for those whose interviews and transfers have been held in abeyance due to minority staffing needs. This period will be for current employees only who have met the voluntary transfer application timelines or those hired to fulfill the requirements of the Stipulated Agreement. The designated two weeks will occur during the summer months. *EFFECTIVE 1996*

Section 5.233 Once “mastery” is defined by the legislature when referring to teachers, a teacher so named may request a transfer to a D or F school and will receive priority consideration for any vacancy at the school. If a vacancy does not occur, no current staff person who has a Satisfactory or above on the Annual Assessment will be involuntarily transferred from the D or F school. *EFFECTIVE 2001*

Section 5.24 The Board or its designee shall post a list of all known vacancies as they occur. The UniServ office shall be provided a list of known teacher vacancies as they occur.

All non-classroom teacher vacancies, that occur between April 15 and the end of the school year, shall be posted in the school where the vacancy occurs. *REVISED 1996*

Section 5.241 A list of summer school instructional positions shall be posted at each school after Board adoption of summer school units. Available positions will be filled from the staff at each school. Those positions will be filled on a rotating basis. Once hired at their own school, the hiree will go to the bottom of any eligibility list at their school for the next year.

When personnel are not available at a school, positions will be filled from other members of the bargaining unit. Individuals are not limited in the number of applications they can make for available positions.

After all available applicants are in position, and MEA notified, a position may be filled from outside the bargaining unit.

The educational needs of students will be taken into consideration when positions are filled at a school. **REVISED 1999**

Section 5.242 When all schools don't have summer school, sites will be established. In schools so identified as sites, positions will be filled from a district list of applicants. Those positions will be filled on a rotating basis. Once hired at a school site, the hiree will go to the bottom of the district eligibility list.

Teachers of profoundly involved/severely handicapped students may be exempt from the rotation requirement if they will be teaching their regularly assigned students. When certified personnel are not available, positions will be filled from the district rotation list.

Section 5.25 Involuntary Transfers - This section shall apply to any situation requiring the transfer of one teaching position from one school center to another. This shall not be construed as to apply to the assignment or reassignment or personnel from any pool having resulted from implementation of the lay-off/recall provisions of this contract. Additionally, this shall not apply to situations arising out of the implementation of federal, state, or local regulations or guidelines governing specific programs.

In the event of transfer positions, the following criteria in the order listed shall dictate the method of selecting the personnel to be reassigned:

A volunteer, certified in area(s), with both building administrators' approval.

If more volunteers than positions, then:

First: Certification in area(s) and appropriate qualifications (e.g. ethnicity, gender, race)

Second: Highest seniority (number of continuous years in district)

Third: Earned degree or equivalent (Ph.D., Ed.D., Spec., M.A./M.S, B.A./B.S.)

Fourth: Decision by approval of both building administrators.

If an inadequate number of volunteers, then:

First: Certification in area(s) and appropriate qualifications (e.g. ethnicity, gender, race)

Second: Lowest seniority (number of continuous years in district)

Third: Earned degree or equivalent (B.A./B.S., M.A./M.S., Spec., Ed.D., Ph.D.)

Fourth: Decision by approval of both building administrators.

These criteria shall not be applied to a teacher replacing a person on leave-of-absence. Rather, the criteria shall be applied to the person on leave.

Section 5.251 If the Board determines to designate additional modified schools, prior to the shift in schedule, reasonable effort shall be made to assist the transfer of professional service or continuing contract teachers who do not wish a modified school assignment to available vacancies for which the teacher is certified and qualified.

Section 5.252 Problems of teachers in the year-round school returning during their break between tracks, shall be referred to the Labor Relations Committee.

Section 5.26

A. All members of the bargaining unit shall be given notice of their tentative assignment for the next school year on or before 10 working days prior to the last working day. When such tentative assignments constitute a change from the current year, the changes will be announced only after the administrator has had a personal consultation with the affected employee(s).

B. After notification in Section 5.26(A), subsequent changes in assignments may be made only after every effort has been made to consult with the employee(s) involved and solicit alternative solutions.

C. Changes in assignments mean a change in the classes, courses, grade level, or worksite/school. *REVISED 2003*

Section 5.27

A. When circumstances require teachers to move to a different classroom location for the following school year, notice will be given not less than five (5) working days prior to the end of the current school year.

- B. Assistance will be provided when moving boxed or packed material from one classroom to another location.
- C. Section 5.27(A) does not apply to other moves which are required during a school year or during the summer months.

Section 5.271 When moving into a new facility, teachers will receive a stipend of \$10.00/hour for the purpose of packing and unpacking for three (3) documented days (23-1/4 hours). Media Specialists will receive the same hourly amount for eight (8) documented days (62 hours). ***EFFECTIVE 2000***

Section 5.28 A teacher being placed into a replacement position will be informed of the implications of this status through an explanation in the Comment section of the Personnel Status Notice (PSN).

Section 5.29 When two employees, with the approval of the Principal, are hired to perform the duties and responsibilities of one work unit (Job Sharing), these guidelines will be followed for compensable benefits and working conditions:

- A. Application deadline for Job Sharing will be the last calendar business day in May.
- B. A separate contract will be issued each year of Job Sharing.
- C. To qualify for Job Sharing, a teacher must have completed the POP Program and have one (1) additional year experience.
- D. The models for Job Sharing are: teaching 50% of a work day or teaching a full day every other workday. Salary will be based upon 50% of the individual's normal salary. Similarly, the District will provide 50% of the employee's insurance premium.
- E. Beginning SY 2002-03, teachers who Job Share will gain one step on the compensation schedule after the completion of two years as a job-sharing participant.
- F. Beginning SY 2002-03, teachers who Job Share will gain one year of seniority after the completion of two years as a job-sharing participant.

- G. The job-sharing partner will be the primary substitute for the absent partner when possible. Regular substitute pay will be received for that portion of the day. Should the job share partner be unable to substitute for the other, a substitute will be hired.
- H. If one Job Share teacher/partner has to resign, the remaining teacher will try to find a replacement within a two-week period. Should no replacement be identified, the remaining teacher will assume the full-time position or will resign and the vacancy will be posted as a full time position.
- I. These conditions will be explained to the participants by the Personnel Department.
- J. If the District goes into a Reduction in Force (RIF), Article 6 will prevail. ***EFFECTIVE 2001***

Section 5.30 The length of the teacher work day shall be seven hours forty-five minutes.

Section 5.31 All inservice workshops or seminars held beyond the regular school day will be voluntary. Special areas, i.e. ESE, Chapter I, Vocational, Foreign Languages, and Enrichment areas will be taken into consideration. The District Administrator responsible for these areas will survey the involved teachers and plan appropriate inservice to meet the teachers' needs. Each affected teacher in these special areas will be notified by a memo sent to each school's Curriculum Coordinator or designee for school distribution following the established guidelines for inservice notification.

On District Inservice Days, inservice activities conducted during or beyond the contract day may be conducted at school sites or at a district central location. Teachers shall be allowed to participate in those inservice activities.

Section 5.311 The principal has the right, at the request of the teacher, to waive attendance at inservices.

Section 5.312 When teaching responsibilities substantially change, the principal and the teacher will address training needs on the Individual Professional Development Plan (IPDP). ***EFFECTIVE 2001***

Section 5.32 Every effort will be made to provide all teachers with two 10-minute breaks daily, one of which will be during the 300-minute instructional day, excluding supervisory-free lunch.

REVISED 2003

Section 5.33 Except in cases where the safety of the students may be affected, the instructional program seriously hampered or curtailed, or the security of the building is affected, teachers shall have a supervisory-free lunch period of no less than twenty-five minutes (25). **REVISED 1996**

Section 5.34 The wearing of school uniforms by teachers will be voluntary. **EFFECTIVE 1996**

Section 5.35 Release time, after the student day, shall be permitted for representatives to attend county-wide meetings provided the use of a substitute teacher is not required and that the approval of the building principal has been received.

Section 5.36 Teachers shall be provided with a daily instructional preparation period. The weekly total of this scheduled time will be no less than four and one-quarter (4-1/4) uninterrupted working hours. This period will be uninterrupted and scheduled by the building principal. Incremental segments of time accrued to calculate the total weekly 4-1/4 hours will be a minimum of twenty minutes.

REVISED 2001, 2002

Section 5.361 Administrators will make every effort to ensure that each member of the instructional unit will be provided with a minimum of, or the equivalent of, three segments of three (3) hours each, of uninterrupted work time for planning and preparation during the pre-school days.

REVISED 2001

Section 5.37 Teachers are encouraged to come to Open House or give timely notification if they will not be attending.

Section 5.38 Teachers will not be required to check for head lice more than three times a year unless there is a lice infestation. (First day of school, after Winter Break, and after Spring Break).

EFFECTIVE 1996

Section 5.39 When a Director or higher-level administrator is responsible for 10 or more members of the instructional unit, those employees will be provided the opportunity to do an annual assessment on the administrator. *EFFECTIVE 2003*

Section 5.40 Appraisal(s) of the performance of the duties and responsibilities of each teacher in the district is the exclusive responsibility of the administrative staff of the school system who are certified in Administration/ Supervision and/or trained in Florida Performance Measurement System (FPMS) and shall be made at least once each school year. Information received but not directly observed by the evaluator shall be verified by the evaluator and discussed with the teacher prior to including the information in the final evaluation.

Section 5.41 The written record of the appraisal(s) made, pursuant to Section 5.40, shall be discussed with the teacher. A copy of the appraisals shall be given to the teacher no later than the last pupil school day in a conference prior to its being placed in the permanent district personnel file. The teacher shall have the right to file a written rebuttal to evaluations in the district personnel file.

Section 5.42 Within twenty (20) working days after the beginning of each school year, the building principal or appropriate supervisor will assemble the individuals directly under his/her supervision for the purpose of discussing the employee evaluation process. Teachers will be supplied any instruments to be used in the evaluation process with an explanation of their use and the criteria for satisfactory performance. The intended procedure for the instruments will be followed.

Section 5.43 Each teacher shall have the right, upon request, to inspect, review, and copy the contents of his/her personnel file excluding confidential information given by previous employers. A representative of the teacher's choice may, with the teacher's written authorization, accompany the teacher at such inspection and review.

Section 5.44 Probationary teachers shall receive an interim appraisal of the performance of their duties and responsibilities within ninety (90) days of the commencement date of their employment, and the results of this appraisal will be communicated to the teacher within ten (10) working days. Within

ninety (90) days of that date, the teacher will be reappraised to determine the extent of his/her progress in correcting any deficiencies noted in the prior appraisal, and the results of this reappraisal shall be communicated to the teacher.

Section 5.45 Observations made in preparing the assessment(s) pursuant to Section 5.00 shall be made in a candid and open manner.

Section 5.46 The NEAT procedure will be used for members of the bargaining unit whenever a deficiency is noted. The method for initiating the NEAT procedure will be in the form of a written communication. Neither the Needs Improvement Form nor the Final Assessment Form shall be used as a means to initiate the NEAT procedure. The NEAT Procedure is defined as follows:

N - Notice - When a deficiency is defined the building administrator will provide a written notice of deficiency to the employee.

E - Explanation and Expectation - the building administrator will explain to the employee the nature of the deficiency and the performance level expected.

A - Assistance - the building administrator will tell the employee where information can be obtained to help the employee improve and/or will provide other forms of assistance as appropriate.

T - Time - the building administrator will define for the employee an appropriate time frame for improvement to occur before any disciplinary action is taken.

Section 5.47 Professional development Plans required for teachers under FS 1012.98(4)(b)5 will be collaboratively developed by the teacher and the principal. **REVISED 1999**

Section 5.48 The intercom is not intended to be used as an evaluation or monitoring instrument. **EFFECTIVE 1997**

Section 5.481 In a crisis situation, the alert tone of the intercom may be disengaged under the following conditions:

- A. The logistics of the procedure will be developed by law enforcement and submitted to the Administration with a copy to the Association.
- B. The order to disengage the tone will be initiated by law enforcement.
- C. The means to disengage will not be accessible to others except through the order of law enforcement. *EFFECTIVE 2000*

Section 5.49 No bargaining unit member shall be disciplined without Just Cause. *EFFECTIVE 2001*

Section 5.50 A teacher may refer in writing, to his/her immediate supervisor, for testing and evaluation any students suspected of being eligible for specific programs for the gifted, physically handicapped, socially maladjusted, emotionally disturbed, or mentally retarded, and shall be advised in writing, upon request, within fifteen (15) school days following such referral, the status of such referral.

Section 5.51 Teachers shall be entitled to access disciplinary records with respect to students under their supervision as an aid in determining disciplinary recommendations concerning those students.

Section 5.52 Teachers who have responsibility for students who have been arrested for any type of criminal activity will be notified when it becomes known to the administrator that the arrest has taken place. Such notice shall be treated as privileged and confidential information. *EFFECTIVE 2001*

Section 5.53 In the event of complaint by a parent, student or other individual regarding a teacher's conduct that could result in disciplinary action against that bargaining unit member, or in a negative evaluation of that bargaining unit member, the following procedure shall be adhered to:

- A. a conference held between the bargaining unit member and the building principal concerning said complaint in order to determine the validity of same.
- B. a second conference among the person making the complaint (if a student, their parent(s) shall be present), the bargaining unit member, and the building principal if so requested by the and/or bargaining unit member principal in order to hear, resolve, or dismiss said complaint.

C. if a written report of any complaint is included by the principal in a bargaining unit member's personnel file and the bargaining unit member chooses to respond in writing to said report, the bargaining unit member's response shall be included in his/her personnel file. The above procedure will not be followed in cases concerning sexual abuse or child abuse.

Section 5.54 Members of the bargaining unit shall not be subjected to harassment, including verbal abuse, or interference by a parent or any other person, in the performance of the unit member's duties. Additionally, if a parent or any other person becomes abusive to a teacher, the teacher shall not be expected to remain as a participant in the conference or any other activity. Verbal abuse includes such things as: abusive language, screaming, yelling, insults, threats, repeated profanity, and upbraiding. Harassment includes chronic, continuous badgering. The administrator will take the necessary steps to ensure safety, civility and protection for the employee.

An administrator shall not be considered in violation of this section when providing input during a performance evaluation meeting with a member of the unit unless abusive behavior as listed above occurs.

EFFECTIVE 2001

Section 5.55 The principal or his/her designee and the staff will develop a procedure for the removal of a student when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the behavior makes the continued presence of the student in the classroom intolerable. This procedure is intended as notification to the principal when the teacher feels a student needs to remain out of class until the teacher and the principal have had the opportunity to talk. The procedure will be honored when possible and educationally feasible. As promptly as teaching obligations will allow, the teacher shall furnish the principal or his/her designated representative with full particulars on the problem or incident. Upon request, the principal or his/her designee to whom the student has been referred shall inform the teacher of the action taken. Members of the bargaining unit and the administrators will make good faith efforts to solve these problems. The principal or his/her designee shall make available school rules and regulations to be utilized in student discipline. The principal or his designee will be responsible

for insuring these rules are enforced. The Marion County Code of Student Conduct will be enforced at all grade levels.

The District will distribute a copy of Florida Statute 1003.32 (Teacher Authority to remove disruptive students) to every teacher. **REVISED 1996**

Section 5.551 Notwithstanding the routine procedures described in Section 5.55 of this Agreement, 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 the teacher determines 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.

If a teacher removed a student from class under Florida Statute 1003.32(4), that principal may not return the student to that teacher's class without the teacher's consent unless the Placement Review Committee established under Section 1003.32(6), Florida Statutes, determines that such placement is the best or only available alternative. The teacher and the Placement Review Committee must render decisions within five working days of the removal of the student from the classroom. **EFFECTIVE**

1996

Any teacher who removes twenty-five percent (25%) of his or her total class enrollment shall be required to complete a Professional Development Plan to improve classroom management skills.

EFFECTIVE 2001

Section 5.56 A teacher who has been selected for the potential assignment of receiving an intern shall have the right of approval prior to the placement of the intern with that 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, at the time of assignment to the Marion County School System for placement as an intern in a school, has not yet been awarded a degree.

Section 5.70 In order to provide optimum conditions for an environment conducive to teaching and learning, the Parties agree to the following for Grades K-5:

- A. Prior to the last day of school, teachers and administrators will develop class lists, with the administrator making the final authorization. All students will be equitably assigned to classes based upon their behavioral and/or academic characteristics. (For example, if there are 5 3rd grade classrooms (Classrooms 1-5) and 5 students (Students A-E) with similar academic need or the need for similar behavioral guidance, each 3rd grade classroom will have only one such student assigned.
- B. Exchanges of students from one class to another may be made only if the student being replaced has similar behavioral and/or academic characteristics. These exchanges will be done only when feasible. (For example, in the example from above, if Student A was being moved from Classroom 1 to Classroom 2, Student B would then be moved out of Classroom 2 and placed in Classroom 1.)
- C. Parent requests may be honored if the guidelines listed in (2) above are met. Should the conditions for following the guidelines not be present, the parent request will be denied. Schools will decide the limitations for the number or timeline for such requests.
- D. Students arriving after the school year has begun will be placed according to the guidelines. 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.

EFFECTIVE 2001

Section 5.71 The Board agrees that no teacher shall be required, as a condition of employment, to participate in sales promotion or solicitation.

Section 5.72 Observations or visits to any classroom by anyone, other than administrative, supervisory, intern, diagnostic personnel, or peer teachers and other personnel as required by Florida

Statutes and State Board Regulations who may visit at any time, shall occur only after consent has been given by the building principal and the teacher. Notification will be in writing, giving sufficient time in advance to permit the teacher to respond to the principal's notification and to make any necessary adjustments to minimize disruption of classroom activities.

Section 5.721 With the exception of security, law enforcement uses permitted by statute, or instructional modifications/accommodations for children with disabilities, audio and video recording and monitoring in the classroom or assigned workspace will require teacher consent. *EFFECTIVE 2001*

Section 5.73 Participation by a teacher in activities outside of the teacher's regular work day shall be strictly voluntary, and the teacher's non-participation shall not be a criteria in any evaluation of professional competence.

Section 5.731 Teachers will not be required to secure replacements for staffing school activities outside the workday. *EFFECTIVE 2001*

Section 5.74 The Board agrees to hold free of blame an employee who has exercised due care with Board property which is damaged, lost, stolen, or vandalized while said employee is engaged in line-of-duty activity.

Section 5.76 Teachers who produce and validate tapes, publications or other educational materials outside of the normal duty day, using their own materials and equipment, shall retain all rights, royalties and other privileges derived thereof. If material is produced within the school day, using school facilities, all rights and privileges of said material shall be retained by the Board. Curriculum materials that are approved by the Superintendent to be used county-wide will acknowledge the contribution by the teacher or teachers.

Section 5.77 Neither race, creed, religion, sex, national origin nor marital status shall be made a condition of employment.

Section 5.78 The Board agrees that employees shall be entitled to full rights of citizenship.

Section 5.79 All wages, hours, terms and conditions of employment contained in the Collective Bargaining Agreement will apply to all members of the bargaining unit and all previous conditions of employment and contractual obligations will be adjusted to comply with this agreement.

Section 5.80 The Board, through its administrative staff, shall make a good faith effort to secure a substitute whenever a teacher is absent because of illness, personal or professional reasons.

- A. It shall be the teacher's responsibility to notify his/her immediate supervisor as far in advance of the absence as possible.
- B. The teacher shall insure that lesson plans and/or student activities have been prepared to cover the period of absence(s), except in cases of extended illness (10 days or more) or a doctor's notice of incapacity.
- C. Teachers shall not be responsible for the arrangement of substitute teachers.
- D. These provisions shall apply to those teachers having a majority of their assignment as a classroom teacher; however, excluding, but not limited to, itinerant, resource, support, etc.

Section 5.801 Individual schools will develop their own emergency sub plan. Teachers may be requested to sub in cases where all efforts to secure a substitute or a volunteer from within the school have failed. Each school will forward the plan to MEA for review. *REVISED 2001*

Section 5.81 The School Board calendar will include a workday at the end of each nine (9) weeks, for the purpose of posting grades by the end of the teacher workday with the exception of the fourth grading period. During the fourth grading period, posting of grades will be completed no earlier than three (3) student days prior to the end of the K-11 grading period. Senior exams will be completed at least one (1) full day prior to the end of their last scheduled day, with grades due no earlier than the end of the seniors' last day. The major purpose of the workdays is for the posting of grades with the following administrative options:

- A. 90-minute Inservice on the 1st and 3rd workdays and up to one 60-minute meeting on the 2nd workday.

- B. 30-minute meeting and 60-minute Inservice on the 1st and 3rd workdays and up to one 60-minute meeting on the 2nd workday.
- C. 1-hour meeting on all workdays.

REVISED 2004

Section 5.811 For those schools requiring report card grades every 4-1/2 weeks: when a report card workday is not scheduled, no conferences will be scheduled three (3) days before grades are due and no faculty meetings will be called during that 3-day period unless necessary.

Section 5.82 Teachers will be represented on the Insurance Committee by four representatives selected by MEA. The Insurance Committee will present its bid considerations and plan modification recommendations to the bargaining teams for approval. **EFFECTIVE 1996**

Section 5.90 All decisions about placing students with disabilities in a classroom shall be governed by the student's IEP. Individual school sites shall have the flexibility to make site-based decisions regarding implementation of a particular inclusion model, provided that the implementation is consistent with the student's IEP. Expected provisions include:

- A. Training on inclusive methods, discipline/control techniques, and strategies for all affected personnel will be scheduled within 10 days of placement of an ESE student.
- B. Collaborative planning time will be provided among appropriate personnel.
- C. Requests for transfer for personnel who do not wish to participate in models of delivery (i.e. co-teaching) will be given District priority.
- D. Appropriate personnel, as required by law, will provide invasive procedures. Revised 2002.

ARTICLE 6.00

LAYOFF AND RECALL

Section 6.10 Reduction in force shall occur only for the following reasons: decline in enrollment, budgetary restrictions, reorganization, or program reductions. In the event that a reduction in force becomes necessary due to the above stated reasons, the following provisions shall apply.

Section 6.11 DEFINITIONS: For purposes of this Article the following definitions will apply:

(1) LAY-OFF - The decision of the Superintendent to terminate an annual contract teacher or continuing contract/PSC teacher solely because of a determination by the Board to reduce the staff at the school or in the non-school based area of specialization in which the teacher was employed.

(2) RECALL - An offer of reappointment based on certification and length of service to an annual contract or a continuing contract/PSC teacher who had been dismissed solely because of a determination by the Board to reduce staff at the school or in the non-school based area of specialization in which the teacher had been previously employed.

(3) REASSIGNMENT - The assignment of a continuing contract/PSC teacher to a school or area of specialization other than that to which he or she was previously assigned because of a determination by the Board to reduce staff at the school or in the area of specialization to which the teacher was previously assigned.

(4) REASSIGNMENT POOL - The list of teachers who had been subject to layoff and are available for recall.

(5) RIGHT OF FIRST REFUSAL – Current displaced employee will have one opportunity to be offered a vacant position prior to the vacant position being offered to someone else. *EFFECTIVE 2001*

(6) SCHOOL LEVEL – pre-kindergarten, elementary school, middle school, high school.

EFFECTIVE 2001

Section 6.12 Annual determination of Instructional Staff. As soon as practicable and at a date on or before ten (10) weeks prior to the close of the post-school period, the Superintendent shall recommend to the Board the positions to be filled on the instructional staff for the following year.

Section 6.13 REASSIGNMENT AND LAY-OFF

A. The Board shall determine the specific work locations, special programs and areas of certification within which positions are to be eliminated. Once they have been determined, they shall be based on the following criteria. Volunteers first. In no instance shall the voluntary layoff be considered

an interruption of service to the Board. If there are no volunteers, part-time employees shall be laid off. If it is necessary to further lay off employees, then annual employees shall be laid off by certification followed by inverse order of seniority. If it is necessary to further lay off employees, then PSC/CC employees shall be laid off, determined by certification and length of uninterrupted service. As soon as practicable after a determination by the Board to reduce staff at any school center or in any non-school based area of specialization, the principal or supervisor shall notify the Superintendent in writing of (I) those continuing contract/PSC teachers he will recommend for reassignment, (II) those annual contract employees he will be unable to recommend for reappointment because of the staff reduction, (III) those annual contract employees he will not recommend for reappointment for reasons other than staff reduction, and (IV) the positions on his staff he recommends be filled by reappointment of annual contract teachers and the names of the annual contract teachers he recommends for reappointment. **REVISED 2001**

B. Upon receipt of such notices from the principals and supervisors and if such notices reflect any continuing contract/PSC teachers recommended for reassignment, the Superintendent shall determine the availability of positions in other school centers or areas of specialization for which the continuing contract/PSC teachers recommended for reassignment are certified and shall, after conferring with the principals or supervisors of the affected schools or areas of specialization, effect a reassignment of continuing contract/PSC teachers recommended for reassignment and shall add any annual contract teachers displaced by such reassignment to the list of annual contract employees not recommended for reappointment because of staff reduction. Continuing contract/PSC personnel reassigned pursuant to the provisions of this section shall promptly be notified of such reassignment. Continuing contract/PSC teachers not thus reassigned shall be laid off.

C. The Board shall notify the Association as soon as possible after it knows of the proposed layoff. Such notice shall include the names of the employees to be laid off, their seniority, current position, date of intended layoff, and reason for layoff.

D. On or before a date five (5) weeks prior to the close of the post-school period, the Superintendent shall notify continuing contract teachers who will be laid off and annual contract teachers who will not be nominated for reappointment solely because of reduction of staff in the school or area of specialization in which they have previously been employed, of such fact and the teachers so notified shall, by virtue of such notification, become members of the Reassignment Pool and subject to recall in the manner hereinafter provided. Where reassignment must occur, current employees shall be given the opportunity to volunteer for reassignment prior to any involuntary transfer or reassignment.

E. Except as provided in Section 6.16, The order of lay-off or reassignment of teachers at any school shall be based on certification, contract status, length of uninterrupted service, educational qualifications, and performance. In the event that more than one individual bargaining unit member has the same certification, contract status, length of uninterrupted service, educational qualifications and performance, the time and date stamped (hour, minute, second) on the PSN will be the determining factor or by the drawing of lots if the time and date is not stamped on the PSN. In the event of a reduction in force in a subject area or grade level in a school or area of specialization, the principal or supervisor shall first designate for lay-off or reassignment those teachers who are not certified in the subject area or grade level for which positions remain available in the school or area of specialization. Where relevant certification among potentially affected teachers is equivalent, teachers holding continuing contracts or Professional Service Contracts (PSC) shall be retained. Where certification and contract status among potentially affected teachers is equivalent, the teacher with the longest uninterrupted service in the district shall be retained. Where certification, contract status, and length of uninterrupted service are the same, the teacher with the highest education qualifications shall be retained. Where certification, contract status, length of uninterrupted service and education qualifications are equivalent, the teacher with the best performance record as determined by the principal or supervisor shall be retained. **REVISED 2001**

F. The Board shall give thirty (30) days prior notice of layoff to employees affected. Such notice shall be provided in writing, delivered by certified mail or hand delivery, and shall include the date the

layoff is to occur, the reason for the action, the rights of the employees under unemployment compensation and the Collective Bargaining Agreement, the Recall Procedure, and other pertinent information.

Section 6.14 Hearing for Continuing Contract/PSC Teacher - Any continuing contract/PSC teacher placed in the Reassignment Pool pursuant to the preceding section may request a hearing within ten(10) days following notice given pursuant to that section. This request shall contain:

- A. The name and address of the School Board;
- B. The name and address of the employee;
- C. A concise statement of the ultimate facts and of the statutes, rules or provisions of this Collective Bargaining Agreement under which the teacher deems himself or herself entitled to relief;
- D. A specification of the relief to which the petitioner deems himself or herself entitled;

REVISED 2001

- E. Whether the teacher wishes to present written or oral evidence; and
- F. Any other information which the petitioner believes is appropriate.

Upon receipt of a request for a hearing by a continuing contract/PSC teacher placed in the Reassignment Pool, the School Board, within fifteen (15) days, shall determine whether the Board, a member of the Board or a Hearing Examiner will preside at the hearing and shall thereafter provide all parties with written notice of the Hearing which shall contain the time and place of the hearing, the nature of the hearing, the legal authority and jurisdiction under which the hearing is held, and the contested issues to be decided. The hearing shall not be held earlier than fourteen (14) days following notice, unless all parties agree in writing to an earlier date. After the hearing the Board shall enter such Order as is appropriate.

Section 6.15 RECALL: Teachers placed in the reassignment pool shall be subject to recall for a period of twelve (12) months as follows:

- A. Continuing contract/PSC teachers placed in the Reassignment Pool shall have priority for reappointment to any vacancy for which they possess the necessary certification. No annual contract teacher applicants shall be considered for recall or appointment to a position for which a continuing contract/PSC teacher in the Reassignment Pool possesses the necessary certification until such position has been offered to the continuing contract/PSC teacher.
- B. In the event a vacancy occurs in the school or area of specialization of a Reassignment Pool teacher's last assignment prior to September 15 of the subsequent school year for which that teacher possesses the necessary certification and to which no continuing contract/PSC teacher in the Reassignment Pool has a priority claim under Paragraph (a), such teacher shall be offered reappointment to that position.
- C. No new teacher applicant shall be considered for appointment until teachers in the Reassignment Pool who possess appropriate subject area, grade level and/or professional and occupational experience and required certification for the position have been offered the position.
- D. In the event two or more teachers in the reassignment pool have equivalent rights to recall, the order of recall shall be determined by the PSN stamp as outlined in 6.13. **REVISED 2001**
- E. Each teacher in the Reassignment Pool shall be responsible for providing the Supervisor of Personnel Services with a phone number and address at which they can be reached at all times. Offers of reappointment pursuant to the provisions of Paragraphs (A), (B) or (C) above may be made by telephone and confirmed in writing to such address. Should a teacher offered reappointment pursuant to the provisions of Paragraph (A), (B), or (C) above fail to accept such reappointment in writing within ten (10) working days following the date such offer is mailed, such failure of acceptance of appointment shall be

conclusively deemed as a request that the teacher's name be removed from the Reassignment Pool and a waiver of any further rights to recall as provided in this section.

- F. In the instance that the employee is injured or is suffering from an illness at the time of recall, recall rights shall be retained until after the illness or injury has ceased or until the expiration of the layoff list.

Section 6.16 For positions that include additional duties for which a supplement is paid, the administrator may exempt 10% of the most recent instructional allocation total from the provisions of Section 6.13 and 6.15 respecting the order of layoff and recall.

Section 6.17 When all members of the Reassignment Pool have been called back to work, members of the MEA Bargaining Unit who have been involuntarily transferred to a different school level (i.e. middle school to elementary school, high school to middle school) or have accepted an out-of-field assignment will have the Right of First Refusal for transfers to previous level, or in-field certification as they become available. This will be offered by certification and seniority. *EFFECTIVE 2001*

Section 6.18 The provisions of this Article 6.00 and the rights and duties created herein shall be applicable only with respect to teachers who are dismissed or not reappointed solely because of a reduction in force and shall not apply in instances of dismissal of continuing contract teachers or non-reappointment of annual contract teachers for reasons other than reductions in force.

Section 6.20 Retention of continuing contract/PSC teachers shall be in compliance with Florida Statute.

ARTICLE 7.00

LEAVE OF ABSENCE

Section 7.10 Leave of absence is defined as permission granted by the Board or allowed under its rules for an employee to be absent from his/her duties for a specified period of time.

Section 7.11 All leaves of absence except sick leave and leave specifically designated as chargeable to sick leave shall be without pay.

Section 7.12 All leaves of absence of employees from duty shall be duly authorized and granted. Willful absence from duty without leave shall result in forfeiture of compensation for the time of such absence, and his/her contract shall be subject to cancellation by the School Board.

Section 7.13 Leave granted on the request of an employee shall be for the particular purpose or cause which shall be set forth in the written application for leave. The Board shall have the right to determine that the leave is used for the purpose or cause set forth in the application and if not so used, the Board shall have the authority to cancel the leave.

Section 7.14 All candidates for National Board Certification shall be able to take TDE for the number of days provided by the Superintendent. For the duration of the 2004-07 contract, two (2) TDE days will be granted. *REVISED 2004*

Section 7.20 Sick Leave - Any member of the instructional staff employed in the public schools of the state who is unable to perform his or her duty in the school because of illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child, or other close relative or member of his or her own household and consequently has to be absent from his or her work shall be granted leave of absence for sickness by the Superintendent or by someone designated in writing by him or her to do so. The following provisions shall govern sick leave.

Section 7.21 Each member of the bargaining unit employed on a full-time basis shall be entitled to four (4) days of sick leave as of the first day of employment of each current year, and thereafter is credited with one additional day of sick leave at the end of each month of employment, provided that such sick leave shall be taken only when necessary because of sickness as herein prescribed. However, no teacher may earn, during the fiscal year, more than the total of one day sick leave for each month of employment. There is no limit placed on the number of days sick leave a member of the bargaining unit may accrue. Sick leave earned in another Florida County School System will be accepted at the rate of one day for each day earned in this county. Board appointed summer employees may accrue sick leave as provided in this section.

Section 7.211 A statement of sick leave status shall be provided for the teacher each pay period.

Section 7.212 Members of the bargaining unit may donate accrued Sick Leave to a spouse, child, parent, or sibling who is also an employee of the school district provided that the recipient has depleted all his/her sick leave, excluding the Sick Leave Bank if the recipient participates in the Sick Leave Bank.

EFFECTIVE 2004

Section 7.22 Compensation - Any individual so employed shall receive full compensation for the time justifiably absent on sick leave as prescribed above (Section 7.21). Only time off campus will be charged against accrued sick leave in one-fourth (1/4) hour increments.

Section 7.23 Claim for Sick Leave must be filed. Any member of the instructional staff who finds it necessary to be absent from his or her position because of illness shall notify the principal of his or her school if possible before the opening of school on the day on which he or she must be absent, except for emergency reasons. Any member of the instructional staff shall, before claiming and receiving compensation for the time absent from his or her duties while absent because of sick leave as prescribed in this section, make and file by the end of the school month following his or her return from such absence, with the Superintendent, a written certificate which shall set forth the day or days absent, that such absence was necessary and that such person is entitled to receive pay for such absence in accordance with the provisions of Florida Laws 231.39-231.49; provided, however, the Superintendent may require a certificate from a licensed physician or from the county health officer.

Section 7.30 Personal Leave Chargeable to Sick Leave (Compensated) The School Board shall permit six (6) days of absences, chargeable to cumulative sick leave each year for personal reasons, provided that the teacher apply for such leave at least three (3) working days in advance; that no more than 5% or 2 (whichever is greater) of the teachers at any one school center shall be absent on any one given day for this type of leave (this provision does not apply to the number of teachers attending State Association activities or those observing religious holidays). Specific personal leave may be denied if, in the principal's opinion, the employee's absence would cause undue hardship or interruption of vital school

services (this provision does not apply to teachers attending State Association activities or observing religious holidays). Further, it shall be the responsibility of the teacher to note on the leave request that it is the teacher's wish that the personal leave request be chargeable to his/her cumulative sick leave.

REVISED 2001

Section 7.31 The School Board shall permit the employee to use up to four (4) of the six (6) personal leave days cited in Section 7.30 for sudden, urgent, unforeseen occurrences which require an employee to be away from his/her immediate supervisor. Applicants for leave under this provision shall submit (in advance when possible) to their immediate supervisor the regular application for leave form.

Section 7.32 Personal Leave (Uncompensated): Personal leave without pay may be taken by an employee provided that:

- A. The principal or immediate supervisor's permission has been secured in advance,
- B. A valid written reason has been given to the employee's principal or immediate supervisor consistent with the provisions of Section 7.30,
- C. The employee's absence will not cause undue hardship or interruption of vital school services, and
- D. The request for leave is for the remainder of the present regular school term or less.

Section 7.33 Parental Leave - Teachers shall be entitled to leave without pay, not to exceed one year in duration, incident to the birth or adoption of a child.

The application for such leave must be accompanied by a licensed physician's certificate attesting to the fact of the pregnancy of the applicant or the applicant's spouse, the probable term thereof and the recommended period of confinement, or, in the case of adoption, by satisfactory evidence of the date custody of the child shall be delivered to the applicant.

Upon filing of an application for maternity leave (the disability), the teacher shall provide a written statement to the principal from the attending physician stating the disability. The statement shall include the commencement date and the estimated termination date of the leave.

Parental leave shall continue for the balance of the school year, unless otherwise mutually agreed by the principal and teacher. If no agreement is reached between the teacher and principal, then the teacher shall have the right to apply for other vacancies within the district if the teacher is properly certified for the vacancy and can produce a medical statement attesting to physical ability to return to work.

If after the teacher applies to return to work in the district, and a position cannot be secured, the teacher shall have the right to accept other full-time remunerative employment for the balance of that school year.

Earned sick leave may be used incident to pregnancy or adoption, when requested.

Section 7.34 Military Leave - A full-time employee of the Board may be granted a military leave of absence provided that:

A. He or she is inducted into the Armed Services via the Selective Service Act or volunteers in lieu of induction.

B. He or she enlists in the Armed Services during the period our forces are engaged in combat.

C. He or she is recalled to active service from a reserve status or he or she is called to fulfill requirements for reserve status.

Section 7.341 Military Reservists

All regular full-time employees who are reservists called to full-time active military service and are unable to complete contractual obligations to the Board shall be paid according to the salary schedule for the first thirty (30) days of such service. Thereafter, the reservist shall have his/her total gross military pay supplemented up to the amount he/she was earning on the salary schedule at the time of activation.

Any reservists and retirees who are called or recalled to full-time active military service will also be eligible to continue their School Board health and life insurance coverage and will pay any applicable employee share of that coverage.

During the period of leave required by the call up, the employee shall continue to maintain his/her seniority and accrued leave. Upon returning from leave, the employee shall receive credit on the salary schedule for the time of the military call up. *EFFECTIVE 2001*

Section 7.35 Jury Duty and Court Appearances

A. Jury Duty - When it becomes necessary for a teacher to serve on Jury Duty, he/she shall notify his/her principal and the Superintendent. The teacher shall submit a leave request to his/her building principal a copy of the notice to serve on Jury Duty attached thereto. The teacher will receive full salary while serving on Jury Duty.

B. Court Appearances - Teachers will be granted TDE for court appearances for school-related matters with superintendent's approval.

Section 7.36 Illness-in-the-line-of-duty Leave - As provided for and in compliance with Florida Statue 231.41 which states in part: "Any member of the instructional staff shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work."

Section 7.37 Professional Leave - Professional Leave is defined as leave granted to a member of the instructional or administrative staff to engage in activities which will result in his or her professional benefit or advancement, including earning of college credits and degrees, or which will contribute to the profession of teaching. Extended professional leave is such leave extending for more than thirty (30) consecutive days. Professional leave or extended professional leave ordinarily will be initiated by the employee and will be primarily for his or her benefit, or that of the teaching profession, and only incidentally for the benefit of the School Board. Compensation during professional leave or extended professional leave is not provided by this Board, except when made necessary by beginning or ending school dates conflicting with those of the teacher's college and when recommended by the Superintendent.

Teachers normally employed for ten (10) months from year to year, but given additional work in summer programs, will not be eligible for a professional leave during this extra period of employment.

Section 7.40 Sick Leave Bank: The parties agree to establish a sick leave bank subject to eligibility requirements and limitations set forth below. The purpose of the bank shall be to assist in offsetting the effects of verified catastrophic illness or injury which may afflict a member of the bank.

Section 7.41 Membership: A teacher shall be eligible for membership by voluntarily donating one (1) day of his/her accrued sick leave to the bank. In order to donate, the teacher must also have been a full-time employee for a period of at least one (1) year and have an accrued sick leave balance of not less than six (6) days at the time the bank is established or replenished.

Section 7.42 Withdrawal: A member of the sick leave bank may draw up to sixty (60) days of sick leave from the bank if:

- A. The employee has exhausted all accumulated sick leave;
- B. The illness or injury creating the need for a draw on the bank must be continuous in nature and extend ten (10) days beyond the exhaustion of sick leave. If a draw on the bank is approved, the draw will be retroactive to the date the accrued sick leave was exhausted;
- C. The employee or his agent presents medical documentation as needed to establish the nature and extent of the illness or injury. This shall include an estimated length of disability;
- D. Sufficient days exist in the sick leave bank to cover the days requested and approved;
- E. The employee is not drawing Worker's Compensation from the Board.
- F. If an employee does not need the number of days authorized, he shall return unused days to the bank.

Section 7.43 Administration: The administration of the sick leave bank shall be vested in a committee of employees which shall include three teachers selected by the MEA and four employees representing other groups selected by the Superintendent. The Committee shall review all requests to determine eligibility and number of days to be drawn from the bank by an individual. The Committee

shall maintain records pertinent to the bank which shall be available to the MEA upon request, provided that all medical records shall be treated as confidential information. The decision of the Committee to deny benefits shall be final, but an employee may request reconsideration of his/her request. The Committee shall establish such forms and procedures as needed to effectively perform its functions.

Section 7.44 Abuse of Sick Leave Bank: The abuse of the sick leave bank by an employee shall be cause for discipline. The employee shall reimburse the sick leave bank if abuse is established.

Section 7.45 Replenishment: When the sick leave bank has one hundred (100) days remaining, the bank shall be replenished by asking for voluntary contributions from persons who are members. A member who declines to contribute to the replenishment shall be withdrawn from the bank.

Section 7.46 Establishment: The committee referred to in 7.43 shall establish a feasible method of informing employees of the benefit and shall establish feasible arrangements to facilitate the bank being operational by January 1, 1987. Initial contributions to the bank must equal five hundred (500) days for it to become operational. If sufficient interest is not shown, no sick leave shall be shifted to the bank.

Section 7.47 Lapse of the Bank: If sufficient interest does not continue to maintain a balance of at least one hundred (100) days, the bank shall lapse upon exhaustion of remaining days.

Section 7.48 Contributions: Once each year, the bank shall be opened for a period of two weeks for employees who are eligible to contribute to and join the bank. The committee established in 7.40 shall establish the appropriate dates or time frame for opening the bank.

ARTICLE 8.00
COMPENSATION

Section 8.10 Ten-Month Instructional Salary Schedule

Experience in Years	Bachelors Rank III	Masters Rank II	Specialists Rank IA	Doctorate Rank IC
0	29,000	30,700	32,400	34,100
1	29,200	30,900	32,600	34,300
2	29,400	31,100	32,800	34,500
3	29,600	31,300	33,000	34,700
4	30,050	31,750	33,500	35,300
5	30,500	32,200	34,000	35,800
6	31,000	32,800	34,700	36,600
7	31,500	33,300	35,200	37,100
8	32,100	33,900	35,800	37,700
9	32,700	34,600	36,600	38,600
10	33,400	35,300	37,300	39,300
11	34,200	36,100	38,100	40,100
12	35,000	37,000	39,100	41,200
13	35,900	38,000	40,100	42,200
14	37,200	39,750	41,600	43,800
15	39,000	41,300	43,600	45,900
16	41,200	43,700	46,200	48,700
17	46,000	48,700	51,950	54,100

Teachers earning an outstanding rating will receive a 5% bonus calculated on their base salary.
EFFECTIVE 2002

METHOD OF COMPENSATION

1. Members of the bargaining unit will be placed at the appropriate step on the salary schedule after ratification by MEA and the Board. Members will remain at the previous years' salary until ratification is completed.

2. During the ten-month (10) instructional year, employees shall request one of the following pay cycles effective July 1, 1999:

A. 22 Bi-weekly checks (does not accrue a summer balance)

B. 26 Bi-weekly checks (multiple checks issued in June) **REVISED 1999**

Section 8.101 Employees hired after June 30, 1999 will be required to participate in the direct deposit program as a “condition of employment” under the following guidelines:

A. Employees hired after June 30, 1999 will be given thirty (30) days to forward the necessary information to the payroll department to have their check direct deposited.

B. Employees who can demonstrate a hardship or that they have been unable to establish an account at a financial institution may request exemption from participation in the direct deposit program.

C. Part-time and temporary employees will not be required to participate in the direct deposit program. **REVISED 1999**

Section 8.102 Bonuses - In the event of legislation which provides bonus money of a variable amount, the distribution to individuals will be bargained. **EFFECTIVE 2000**

Section 8.11 If it becomes necessary for a teacher to move to another worksite and the move cannot be accomplished within the regularly contracted days, the teacher will receive the approved hourly stipend rate. The administrator(s) will determine the number of hours.

Section 8.111 Moving Stipend

When moving into a new facility, teachers will receive a stipend of \$10.00/hour for the purpose of packing and unpacking for three (3) documented days (23-1/2 hours). Media Specialists will receive the same hourly amount for eight (8) documented days (62 hours). **EFFECTIVE 2000**

Section 8.12 Performance Based Pay:

A. Teachers receiving a satisfactory evaluation shall be eligible for an experience step increase in the year following his/her satisfactory evaluation subject to negotiations between the School District of Marion County and the Marion Education Association.

B. A teacher receiving an unsatisfactory evaluation shall not receive his/her experience step for the succeeding school year and shall not be eligible for placement on his/her experience step until such time as s/he receives a satisfactory evaluation. Said teacher, however, will be eligible to receive any increase negotiated beyond the step.

C. A teacher demonstrating outstanding performance as determined by qualification for the state and district sponsored Excellent Teaching Program and certification by the National Board of Professional Teaching Standards (NBPTS) shall be eligible for the financial award specified in state law for each year of valid certification.

D. A teacher receiving the NBPTS certification will be disqualified from this award if, at any time, s/he receives an unsatisfactory evaluation.

E. The School District of Marion County and the Marion Education Association agree to explore additional methods and provisions for recognizing outstanding teaching performance and to recommend specific monetary awards for this purpose.

F. The parties agree that criteria, rating guidelines and modifications to the performance appraisal system will be jointly developed by the parties and presented to the bargaining teams as a recommendation.

Section 8.20 Experience credit for placement on the salary schedule will be calculated in the following manner (teaching experience as defined by Florida Statutes):

A. Full experience credit for all eligible years will be granted to all employees.

REVISED 2003

B. Claimed experience credit for up to three (3) years of active military service may be awarded upon verification as part of Item A. **REVISED 2003**

C. Claimed experience credit for up to three (3) years of active military service may be awarded upon verification in addition to experience credit awarded in Item E. **REVISED 2003**

D. Experience credit for active military service may be claimed and awarded in either Items B or C, but not both. **REVISED 2003**

E. Vocational teachers shall be awarded claimed experience credit subject to the following:

1. Claimed work experience must be prior to employment by the Marion County School Board in an instructional position.

2. Work experience required for obtaining the certificate may not be used in calculating salary schedule placement.

3. Work experience for certification and for salary schedule placement must be independently verifiable.

4. No more than ten (10) years of work experience credit may be used for salary schedule placement.

F. Physical Therapists, Occupational Therapists, Speech Therapists, and Social Workers may be awarded claimed experience credit upon verification for placement on the salary schedule 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 such that the individual would have had clear eligibility for regular Florida teacher certification (notwithstanding the Florida Teacher Certification Exam).

Section 8.21 Summer Enrichment Program

Teachers who are employed to work in the Summer Enrichment Program shall be compensated at the rate of \$325.00 per week.

Section 8.22 Club Guidelines - To qualify as a club to receive a sponsor supplement, the following requirements must be met:

- A. Have a written constitution or set of by-laws.
- B. Represent students eligible for membership as determined by the school-level administrator.
- C. Meet a minimum of once each month from September through May.
- D. Participate in organized activities that benefit the students and the school.
- E. Be a direct outgrowth of the instructional program.

Responsibilities of Sponsors -

- A. Work with the administration to organize and conduct the club activities.
- B. Attend all club meetings and functions.
- C. Maintain a log of club activities and provide the administration with a copy and summary at the end of the year.

Restrictions -

- A. All paid supplements (i.e. Math, Science). shall be approved by the Director of Secondary Education.
- B. Supplements are paid for work done beyond the normal workday. A club does not qualify for a supplement unless it requires work to be done that extends beyond the normal workday on a routine and regular basis equivalent to one or more meetings per week during the regular school year.
- C. Any club that a principal wishes to select and assign a sponsor to receive a supplement must be submitted to the Director of Secondary Education for review.

Section 8.30 Hospital and Medical Insurance - The Board will make available (premium paid by employer) a comprehensive hospital-surgical-major medical health care program for each teacher. This comprehensive program will incorporate the "usual, customary, and reasonable" benefit schedules with a maximum life-time benefit of \$5 million for Plan A and Plan B, \$1 million for Plan C.

Section 8.31 Dependent Insurance - The Board will make available to each teacher the insurance coverage described in Section 8.30 for eligible dependents, said dependent coverage to be paid for by the teacher through payroll deduction.

Section 8.32 Group Life Insurance

A. Effective April 1988, the Board will make available to each teacher life insurance in an amount equal to 1-1/2 times their annual contract salary (Professional Supplements not included) in conjunction with the coverage provided in Section 8.30; the cost of said life insurance coverage shall be borne by the Board.

B. The Board will make available at the current rate an additional \$30,000 life insurance coverage to be paid for by the employee on a payroll deduction basis.

Section 8.33 Employees on leave of absence as defined in Section 7.10 may continue participation in the employee insurance program (Sections 8.30, 8.31, and 8.32) by paying the employee and employer premium for the duration of the leave. This remittance must be made to the District School Board Risk Management Office no later than ten (10) days prior to the first day of each successive month during the time period from October 1 through July 1. It is the sole responsibility of the employee to meet the payment schedule requirements of this section and in the event of an employee's non-performance under this section, all rights and privileges conveyed in this section are deemed to have been waived by the employee and are null and void.

Section 8.34 Long-Term Disability and Optical Insurance - The Board will make available a long-term disability plan and optical insurance plan, said coverage to be paid for by the employee on a

payroll deduction basis providing that ten (10%) percent of all Board employees subscribe and, further, providing that a private insurance company can be found to offer such a plan.

Section 8.35 Dental Insurance - The Board will make available a Dental Insurance Plan providing benefits for employees and eligible dependents to be paid for by the employee on a payroll basis. The employee may select the high or low option.

Section 8.40 Personnel of this Board shall be eligible to receive terminal pay at normal retirement, or to his/her beneficiary if service is terminated by death, as follows:

- A. After ten (10) years and through twelve (12) years - daily rate times 1/2 accumulated sick leave earned with the Marion County School Board.
- B. 13th year and over - daily rate times 100% of accumulated sick leave earned with the Marion County School Board.
- C. Calculation for terminal pay will be at final hourly or daily rate.
- D. Sick leave transferred and earned in Marion County shall be used for calculating terminal pay for employees hired prior to the 1984-85 school year.
- E. Terminal pay will not be paid on sick leave transferred in from outside Marion County for new employees beginning with the 1984-85 school year.
- F. To be eligible for terminal pay, an employee shall notify the Board of his/her anticipated date of severance 60 days prior to June 30 in the fiscal year immediately preceding anticipated severance. Indication of intent to retire at the time of reappointment shall be considered proper notice. Terminal pay costs shall be considered a part of the Board fringe benefit package for the fiscal year in which they occur. Failure to provide proper notification shall result in terminal pay benefits being paid at the beginning of the next fiscal year which is July 1, unless the severance is for reasons which are beyond those which could be anticipated by a reasonably prudent person.

- G. Employees participating in the Deferred Retirement Option Program (DROP) will be paid their accumulated sick leave at the end of DROP unless an alternative program is developed.
- H. Full experience credit will be awarded to returning DROP retirees.

EFFECTIVE 2003

Section 8.41 Normal retirement shall be that defined in Section 122.08, Florida Statutes 1965 or Section 121.021(29) Florida Statutes 2004, which contains minimum requirements for years of aggregate service as well as certain age requirements.

Section 8.42 An employee who elects to resign without filing for state retirement, but meets all other requirements for terminal pay, may be entitled to terminal pay as stated above. No person terminated for cause shall receive terminal pay.

Section 8.43 If an employee retires and receives terminal pay benefits based on unused sick leave, all unused sick leave credit shall be invalid.

Section 8.45 MEA agrees to participate in the National Government Employee Retirement Plan as adopted by the Marion County School Board. This is a 401(a) program that permits government employers to pay special forms of compensation, such as employee sick pay and vacation leave, when applicable, in a tax-advantaged manner. This program becomes effective for those retiring on or after March 1, 2000. **EFFECTIVE 2001**

Section 8.50 Teachers are given six (6) paid holidays including Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day and President's Day as paid holidays for teachers employed in the regular 196-day school year. The Board also recognizes Independence Day as a paid holiday for those teachers employed in the Summer Academic/Vocational (F.T.E. generating) School. Holidays may not be utilized for workshops, inservice, or any other organized school-related activity. (Intent here is that there should not even be the offered opportunity to volunteer). **REVISED 2003**

Section 8.60 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. Those specific supplemental duties are listed below. **EFFECTIVE 2004**

CATEGORY A: To be paid all year long (Value: 24 payments)

<u>ASSIGNMENTS</u>	<u>SUPP. VALUE</u>
Activity Director	\$1760
Administrative Assist. For Applied Technology (AAAT)	\$2090
Assistant Band Director	\$1430
Athletic Director	\$2860
Band Director	\$2750
Business Manager	\$2750
Curriculum Coordinator/Dean/C.E.C. (3)	\$2090
E.M.I.T. Director	\$2860
Military Leadership Program	\$2200
Program Staffing Specialist	\$2090
Publication Sponsor	\$1210
Special Facilities Manager (C)	\$1540

CATEGORY B: FALL SPORTS (To be paid during indicated time period)

	<u>VALUE</u>	<u>FROM</u>	<u>TO</u>
Cross Country (Male)	\$1760	8/2	11/19
Cross Country Female	\$1760	8/2	11/19
Cheerleader-Fall Varsity	\$1210	8/2 - 11/19	5/2-5/20
Cheerleader-Fall JV	\$ 880	8/2 - 11/19	5/2-5/20
Cheerleader-Fall 9 th Grade	\$ 770	8/2 - 11/19	5/2-5/20
Flag Football	\$ 550	5/1	5/20
Football Varsity Head	\$3960	8/2 - 11/19	5/2-5/20
Football Varsity Assistant #1	\$2090	8/2 - 11/19	5/2-5/20
Football Varsity Assistant (three)	\$1870	8/2 - 11/19	5/2-5/20
Football – JV Head	\$1760	8/2 - 11/19	5/2-5/20
Football – JV Assistant (two)	\$1540	8/2 - 11/19	5/2-5/20
Football 9 th Grade Head	\$1540	8/2 - 11/19	5/2-5/20
Football 9 th Grade Assistant (two)	\$1320	8/2 - 11/19	5/2-5/20
Swimming (Male)	\$1760	8/2	10/22
Swimming (Female)	\$1760	8/2	10/22
Volleyball Varsity	\$1760	8/2	10/22
Volleyball JV/Varsity Assistant	\$1540	8/2	10/22
Slow Pitch Softball Varsity Head (F)	\$1760	8/2	10/22
Slow Pitch Softball JV Varsity Assistant (F)	\$1540	8/2	10/22

CATEGORY B: WINTER SPORTS

(To be paid during indicated time period)

Basketball Varsity (Male)	\$3960	11/1	3/19
Basketball Varsity (Female)	\$3960	10/25	3/11
Basketball JV/Varsity Asst. (M/F)	\$1760	11/1	3/19
Basketball 9 th Grade (Male)	\$1540	11/1	3/19
Basketball 9 th Grade (Female)	\$1540	10/25	3/11
Cheerleader-Winter Varsity	\$1210	12/1- 4/30	5/2-5/20
Cheerleader-Winter JV	\$ 880	12/1- 4/30	5/2-5/20
Cheerleader-Winter 9 th Grade	\$ 770	12/1- 4/30	5/3-5/20
Soccer Varsity (Male)	\$1760	10/18	2/11
Soccer Varsity (Female)	\$1760	10/11	2/04
Soccer JV/Varsity Assistant (Male)	\$1540	10/18	2/11
Soccer JV/Varsity Assistant (Female)	\$1540	10/11	2/04
Weightlifting Varsity (Female)	\$1760	11/01	1/14
Weightlifting JV/Varsity Asst. (Female)	\$1540	11/01	1/14
Wrestling Varsity (M/F)	\$1760	10/25	2/25
Wrestling JV/Varsity Asst.	\$1540	10/25	2/25

CATEGORY B: SPRING SPORTS

(To be paid during indicated time period)

Baseball Varsity	\$2860	1/17	5/20
Baseball JV/Varsity Assistant	\$1760	1/17	5/20
Baseball 9 th Grade	\$1540	1/17	5/20
Golf (M/F)	\$1760	8/02	10/22
Softball Varsity Assistant	\$1760	1/10	5/06
Softball 9 th Grade	\$1540	1/10	5/06
Tennis (M/F)	\$1760	1/24	4/29
Track Varsity (M/F)	\$2090	1/24	4/29
Track JV/Varsity Asst. (M/F)	\$1760	1/24	4/29
Weightlifting Varsity	\$1760	1/24	4/29
Weightlifting JV/Varsity Asst.	\$1540	1/24	4/29
Undesignated (not football or basketball)	\$1540	One only	
Undesignated	\$1540	One only	

CATEGORY C:

(To be paid at the completion of activity)

Band Director Middle School	\$ 880	\$1100	\$1320
Chorus Director	\$ 880	\$1100	\$1320
Clubs (Curriculum Related)			\$ 550
District Special Events Coordinator (Subject Areas as Approved by K-12 Curriculum Director)			\$1100
District Enrichment Contacts			\$1100
Drama Coach	\$ 880	\$1100	\$1320
Drill Team Sponsor			\$ 880
Freshman Class Sponsor			\$ 550

Future Farmers of America	\$ 880	\$1320	\$1870
Agriculture Summer Service			\$2200
Graduation Coordinator			\$ 550
High School Academic Supplement			\$1320
High School Academic Team Supplement			\$1870
Intramural Coordinator			\$ 550
Jr. Class Sponsor			\$ 660
Majorette Sponsor			\$ 660
Peer Teacher			\$ 550
Senior Class Sponsor			\$ 660
Sophomore Class Sponsor			\$ 550
Special Olympics Coordinator			\$1100
Student Council Sponsor			\$ 550
ACP Mentor			\$ 550
ACT On-Line Tutor			\$ 550

The base for determining compensation for supplements shall be \$22,000. Supplements in Category A and B (fall sports) will begin not later than the 3rd paycheck and be retroactive.

REVISED 2003

When possible, supplementary positions will be filled from within the bargaining unit. Vacant supplement positions will be listed along with all other district vacancies in the following manner:

- A. Posting in the school first
- B. If unfilled, posting district-wide
- C. If unfilled, posting from outside the unit

In no case will a position be filled without first following Steps A and B. ***REVISED 2004***

Section 8.61 Upon completion of the required number of hours for ESOL endorsement, all teachers hired after 7/1/2000 will be compensated at the stipend rate per hour based upon Level I training.

EFFECTIVE 2002

Section 8.70 Employees whose base contract exceeds 196 days (i.e. 206, 216, etc) will be compensated at their daily rate of pay, which is equivalent to 1/196 of the 10-month Instructional Salary Schedule (See Article 8.10). Should the contract require employment through July 4, then July 4 shall be a paid holiday. ***REVISED 1999***

Section 8.701 Summer School Employees will be compensated at the hourly rate of Step 0 of their Rank under the negotiated Section 8.10. This does not apply to Fee-based programs. **REVISED 1999**

Section 8.702 Employees hired for FTE/PBIF Programs payable under the Grants and Special Projects Salary Schedule will be compensated at the hourly rate of Step 0 of their Rank under the negotiated Section 8.10. **REVISED 1999**

Section 8.703 Teachers voluntarily exceeding their base contract for approved additional workdays will be compensated at the hourly rate of Step 0 of their Rank under the negotiated Section 8.10. **REVISED 1999**

Section 8.704 Changes in the Workshop Compensation Guidelines for district employee presenters and participants will be negotiated. **EFFECTIVE 2002**

Section 8.71 Deductions from the teacher's salary during the regular school term for uncompensated leave shall be made at the rate of that fraction of the teacher's annual compensation of which the number of days absent shall be the numerator and the total working days required by the teacher's contract shall be the denominator.

Section 8.72 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, United Fund, insurance or any other plans or programs approved by the Board.

Section 8.80 For School Year 2004-05, extended day childcare will be available at ½ (50%) of the Board approved fee schedule for children of bargaining unit members who have residential custody as defined by School Board guidelines contained in previous Policy JC. **REVISED 2004**

ARTICLE 9.00

MODIFIED SCHOOLS

Section 9.10 When a traditional calendar school converts to a modified calendar school, those teachers who wish to continue teaching in a traditional calendar school shall be given priority in transferring to a traditional calendar school, if vacancies exist. It is understood that this priority shall be less than that given to teachers who are displaced by changes in programs or student population in other centers.

Section 9.20 When teachers are going off track they will be expected to assist in articulation, but not be required to provide detailed lesson plans.

Section 9.50 Charter Schools

When the School Board receives an application for a charter school, MEA will receive a copy of the application following the close of the application period. MEA will within ten (10) working days of receiving Charter School Application, or a mutually agreed upon extended time frame, notify the School Board's bargaining agent of any anticipated impact of the charter school on the wages, hours, and the terms and conditions of employment of the bargaining unit members it represents. MEA may request negotiations concerning the anticipated impact with the understanding that such negotiations must be completed prior to the school board taking official action on Charter School applicants.

EFFECTIVE 1997

ARTICLE 10.00

ACCOUNTABILITY

Section 10.10 School Advisory Council - Teachers serving on the School Advisory Council shall be elected in accordance with School Board Policy.

Section 10.20 Waiver Procedure for School Improvement Plans and Critically Low Performing Schools - The Parties agree that assisting schools to improve their delivery of instruction to students is a mutual goal. When School Advisory Councils contemplate including in their school improvement plans

items that are not in accordance with the Collective Bargaining Agreement, they must submit a request for waiver. The MEA and the Board bargaining teams shall meet within ten (10) days of the receipt of the request for waiver to discuss the disposition of the request. Any school, including those identified as critically low performing, may request a waiver subject to the following provisions:

A waiver must be requested in writing to the Association President. The request shall cite the specific articles to be waived and described the proposed modifications to terms and conditions of employment that will exist for that school.

If the waiver is approved by both parties, waivers will be granted for one (1) year, shall apply only to the school requesting the waiver, will be part of the contract, and will be subject to the grievance procedure. A request to continue a waiver beyond one school year must be re-submitted through the entire process each school year and accompanied by verification of the success of the previous year's waiver.

A request for a waiver will be submitted no fewer than thirty (30) days prior to School Board presentation. The School Improvement Plan (SIP) shall not be published or distributed prior to the resolution of the waiver request.

Teachers currently assigned to a critically low performing school shall be able to individually elect to remain at the school under the new terms and conditions of the waiver or to request transfer to another school. Such teachers requesting transfer because they are not available to work hours or days significantly extended or modified as a result of waiver shall receive priority for transfer within the district, subject to the provisions of the Federal stipulated agreement. **REVISED 1999**

Section 10.30 An out-placement plan will be developed by the School Board and MEA when a teacher is displaced to accommodate a school plan and there is no other position within the county to which the teacher can transfer.

Section 10.40 Staff Surveys - MEA will distribute and collect School Advisory Council (S.A.C.) surveys dealing with compensation and working conditions.

Section 10.41 School Advisory Council (S.A.C.) Surveys – 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.

ARTICLE 11.00

DURATION

Section 11.10 This agreement shall be effective as of July 1, 2004 and shall continue in effect through June 30, 2007.

Section 11.20 The Board and the Association agree to reopen negotiations on the below listed items not later than July 1, 2005 and July 1, 2006.

REOPENERS

1. Salary
2. Compensable Fringe Benefits (Insurance and Paid Holidays)
3. Enactments by the Legislature
4. Three contract sections of the Board's choice.
5. Three contract sections of the Association's choice.

Section 11.30 IN WITNESS WHEREOF, each of the parties by their duly constituted officers authorized by law and the constitution and by-laws of the organization to execute this Agreement and thereby to bind the party, have placed their hands and seals the day and year first above written.

SCHOOL BOARD OF MARION COUNTY

By: _____

Attest: _____

MARION EDUCATION ASSOCIATION

By: _____

Attest: _____

MEMORANDUM OF AGREEMENT

If the state no longer awards grant dollars from the National Board Certified Teacher Program, we agree in principle that there should be a supplement. We will meet if the grant money is discontinued to discuss the amount of funding for the supplement. **REVISED 2003**

MEMORANDUM OF AGREEMENT

Each elementary school will need a safety plan for car riders effective 2004-05. Risk Management will write a recommended process that will go out in the spring. MEA will review the process before it is distributed. **REVISED 2003.**

MEMORANDUM OF AGREEMENT

The district will pay any costs associated with Level 2 background checks, including electronic fingerprinting, performed on members of the bargaining unit. Said checks will be phased in over a five-year period as individuals recertify. **REVISED 2004.**