MCPS

MARION COUNTY PUBLIC SCHOOLS

"Helping Every Student Succeed"

COLLECTIVE BARGAINING AGREEMENT

Between the

MARION EDUCATION SUPPORT PROFESSIONALS

and the

SCHOOL BOARD OF MARION COUNTY

2024 - 2027

Board Approved: January 13, 2026

~An Equal Opportunity School District~

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MARION EDUCATION SUPPORT PROFESSIONALS
and the
SCHOOL BOARD OF MARION COUNTY

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COLLECTIVE BARGAINING AGREEMENT

between the

Marion Education Support Professionals

and the

School Board of Marion County

2024 – 2027

Board Approved: January 13, 2026

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

WITNESSETH:

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

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

WHEREAS, the Association and the District agree that our Education Support Professionals play a vital role in the education of our children and in the daily operation of the Marion County Public Schools, and

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

Article 1
Recognition

Section 1.01 - Right to Organize

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

Section 1.02 – Recognition

The District hereby recognizes the Association as the exclusive bargaining representative of employees defined in Florida Public Employees Relations Commission Certification Order #845, or as may be amended in accordance with FS Chapter 447.

Section 1.03 – Exclusivity

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

Section 1.04 - Employee Classifications

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

Section 1.05 - Definitions

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

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

Classification – Refers to one of the job groups referenced in Section 1.04 and listed in Addendum A of this Agreement.

Day – Unless otherwise specified, a DAY is defined as a calendar day.

Employee(s) – Persons occupying any of the classifications included in the bargaining unit and covered by this Agreement.

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

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

FS – Shorthand for *Florida Statutes*.

Highly Qualified – A designation that indicates that an employee has met the requirements of the Federal Every Student Succeeds Act (ESSA) where applicable.

Member - An employee who is paying dues to the Association

Part-time Employee(s) – Employees working four (4) hours or less per day or twenty (20) hours per week or less are excluded from the Bargaining Unit. The number of part-time positions will be capped at two (2) percent of the bargaining unit or twenty-four (24) employees, whichever is greater. Part-time employees will be paid minimum wage and will not receive benefits, other than FRS if applicable. Part-time positions will remain advertised with the intent to hire full-time employees.

Permanent Employee(s) – An employee who has successfully completed their probationary period.

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

Probationary Employee(s) – An employee during the first 90 workdays following their initial date of hire by the District in the bargaining unit. If an employee has a break in service, they will serve a 90-day probationary period upon re-employment.

Probationary Period – The first 90 workdays following an employee's initial date of hire by the District in the bargaining unit. During this period, the employee is considered on probationary status and may be terminated from employment either with or without cause.

Replacement Employee – An employee filling an occupied position while the incumbent of such position is on an approved leave of absence. The position of an incumbent taking leave for the full year will be filled with an employee receiving the benefits afforded that position and paid at step 0 for the appropriate pay grade for the position.

School Board – The Marion County School Board.

Seniority – Most recent consecutive, uninterrupted years of District service in the bargaining unit covered by this Agreement.

Substitute Employee – An employee filling an occupied position while the incumbent of such position is on an extended absence or filling a vacancy after May 1st of any year. The position of an incumbent absent for less than a full year will be filled with a substitute employee. The substitute will be paid minimum wage with no benefits. Substitute employees will not be covered by the collective bargaining agreement.

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

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

Temporary Employee – An employee filling an unoccupied (vacant) position. A temporary employee's contract is for a defined period of time not to exceed the end of the fiscal year. Temporary Employees may only be used during the first thirty calendar days of a school year and after the 120th day of the school year. Temporary Employees will be paid minimum wage with no benefits. Temporary Employees will not be covered by the collective bargaining agreement.

Workday(s) – The days on which employees are expected to report, excluding Paid Holidays recognized by this Agreement.

Work Site – An individual school, department or assignment.

Article 2
Equal Employment

Section 2.01 – Maintenance of Rights

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

Section 2.02 – Non-Discrimination

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

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

Section 2.03 - Veterans' Preference

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

Section 2.04 - Sexual Harassment and Hostile Work Environment

Complaints alleging sexual harassment or a hostile work environment may either be grieved under Article 5.00 (Grievance and Arbitration Procedures) of this Agreement or be processed pursuant to Policy 6.35* (Complaints and Grievances) of the Marion County School Board but not pursuant to both procedures.

Section 2.05 - Inappropriate Behavior Prohibited

(a) An employee will not be subjected to harassment, inappropriate behavior or interference by a parent or any other person in the performance of their duties. No employee will be expected to remain in any meeting in which prohibited behavior occurs.

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

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

Section 2.06 – Association Membership

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

Article 3
Association Rights

Section 3.01 - Association Dues

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

(a) Transmittal

An employee who elects to become a member of the Association may authorize

payroll deduction of membership dues for transmittal to the Association subject to the conditions of this Agreement.

(b) Revocation

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

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

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

(c) Continuous Deduction

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

(d) Annual Certification

No later than July 1 of each year, the Association will certify to the District the total amount of dues to be deducted for the period commencing July 1 and ending June 30 of each year.

(e) Equal Deduction

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

(f) Remittance

Association dues deducted by the District pursuant to Section 3.01(a) will be remitted to the Association twice a month. The cut-off dates will be the 15th and end of each month and will be remitted to the Association as soon as possible after date.

(g) Conflicts

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

(h) Hold Harmless

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

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

Section 3.02 - Use of District Facilities

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

Section 3.03 - District Financial / Employee Data

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

The District will furnish the Association a monthly Excel report no later than the 10th of the month to include the following information relative to members of the bargaining unit unless otherwise exempt by law:

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

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

Section 3.04 - Association Meetings

(a) Upon the conclusion of any meeting for employees scheduled by an Administrator, the meeting may be extended for approximately ten (10) minutes for the purpose of announcements and dissemination of Association news. The extension of time must be requested by the Association Representative twenty-four (24) hours prior to the beginning of the staff meeting unless otherwise agreed.

(b) When an Administrator does not hold a monthly meeting for employees, the Association Representative may request to hold an Association meeting once a month during non-student contact time. The Administrator will approve the time

and place of the meeting in advance. All requests must be made twenty-four (24) hours in advance.

Section 3.05 - School Committees

(a) The Association Representative will facilitate the election of Association members to a School Committee of no fewer than three (3) and no more than five (5) members.

(b) Upon the request of either the Association or the District, the School Committee will meet with the school's Administrator to hold discussions which will include, but not be limited to, work site issues relating to the implementation of this Agreement or District-wide policies.

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

Section 3.06 - Employee Relations Committee

Representatives from the Association will meet with the District's Superintendent on a quarterly basis to discuss issues of mutual concern. A written agenda will be provided forty-eight (48) hours in advance.

Section 3.07 - Classification Description Committee

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

(b) Classification descriptions will include, at a minimum: (1) classification title; (2) minimum requirements/qualifications; (3) performance responsibilities; and (4) physical and/or special requirements/qualifications, if any.

(c) A Classification Description Committee will meet and discuss a new or amended classification description prior to its submission for School Board approval. A draft of the proposed classification description will be provided to Committee members no less than seven (7) calendar days in advance of the meeting.

Section 3.08 - Association Bulletin Boards and Communications

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

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

(c) Where electronic bulletin boards and/or mailboxes are used, the Association

will be given access to such media to distribute materials relating to Association activities and matters of Association concern.

(d) A courtesy copy of any material distributed by any such media will be provided to the appropriate Administrator at least twenty-four (24) hours prior to distribution.

Section 3.09 - District Committees

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

Section 3.10 – Copies of Agreement

This Agreement will be available to employees on the District website not later than thirty (30) calendar days after ratification by the Association and the School Board. In addition, the Association will provide a hardcopy to be placed and maintained in an area accessible to all employees.

Section 3.11 - Courier Service

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

Section 3.12 - Association Business

(a) The Association will be authorized to allocate up to 155 hours of paid leave per Fiscal Year to its members to engage in Association business. Leave required for members of the bargaining team to negotiate at the table will not be counted against the allocation of 155 hours.

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

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

Section 3.13 – Subcontracting of Work

Prior to the process of advertising for a Contract for Service, the Association will receive written notification and be given the opportunity to provide input. Notice will include, but not be limited to, rationale for the need of the contract position(s), District timelines for filling the position(s), criteria and classification description(s) of the position(s), and efforts and considerations made by the District for fulfilling the need within the bargaining unit. Notice will occur as soon as it is known by the District that a need exists.

Section 3.15 – Release Time for Association President

(a) The duly elected President of the Association will be released from their regular duties to perform the duties of Association President for the term of their presidency. Said release will be on a half-time or full-time basis, with the actual

number of workdays contingent on the Association's ability to satisfy the fiscal obligation contained in (b) of this Section.

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

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

(d) At the end of their presidency, the employee will maintain their seniority and accrued leave and will be restored to their former classification in a position for which the employee is qualified. The position to which they are restored will be for the same number of hours and days as the position vacated to begin the full-time release status.

Section 3.16 – New Employee Orientation

(a) The Association and District agree to hold a joint annual New Employee Orientation prior to October 1st of each year. Both parties agree to explore the possibility of joining the New Teacher Orientation opening day of training.

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

(c) Employees attending the New Employee Orientation will be compensated at the approved rate identified in Section 9.06(b).

Article 4
District Rights

Section 4.01 - District Rights

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

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

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

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

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

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

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

Section 4.02 - Terms and Conditions of Agreement

This Agreement constitutes the entire agreement between the Association and the District with respect to wages, rates of pay, hours of employment, and other

conditions of employment. Wages, rates of pay, hours of employment, and other conditions of employment not expressly determined by this Agreement will be deemed to be within the sole authority of the District.

Article 5
Grievance and Arbitration Procedures

Section 5.01 – Definition of a Grievance

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

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

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

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

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

Section 5.02 - Exclusions

The following will not be subject to the Grievance Procedure: (a) termination from employment during an employee's probationary period; and (b) the extension of an employee's probationary period.

Section 5.03 - Time Limits in Grievance Procedure

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

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

(c) When a grievance is filed over the timeliness of annual performance assessments (see Section 6.20 of this Agreement), the timelines listed in this Article will be halved so the grievance may be processed prior to the end of the school year.

Section 5.04 – Grievance Procedure

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

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

Step 1

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

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

Step 2

If the grievance is not resolved at Step 1, the grievant, within seven (7) workdays of the Administrator's written answer at Step 1, will submit the grievance in writing to the Superintendent or their designee.

The Superintendent or their designee will consider the grievance, and answer the grievance in writing no later than seven (7) workdays after receipt of the grievance at Step 2.

Step 3 / Arbitration

If the grievance is not resolved at Step 2, only the Association may give notice of intent to arbitrate within seven (7) workdays of the receipt of the Superintendent's or their designee's answer at Step 2. The notice of intent will be served upon the Superintendent or their designee and concurrently filed with the Federal Mediation and Conciliation Service (FMCS).

Section 5.05 – Arbitration Procedure

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

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

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

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

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

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

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

Section 5.06 – No Discrimination

Neither the Association nor the District will discriminate against any employee for pursuing a grievance in accordance with this Section.

Article 6
Conditions of Employment

Section 6.01 – Notice of Arrests and Convictions

(a) An employee will notify their Administrator within 72 hours of any criminal arrest or charge involving the abuse of a child or the sale and/or possession of a controlled substance and of any conviction involving the crimes listed in FS 435.04(2). The term "conviction" will include: pleas of guilty, findings of guilt, convictions, withholdings of adjudication, commitments to pre-trial diversion programs, and pleas of nolo contendere.

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

investigatory, or adjudicatory proceeding.

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

Section 6.02 – Dress Code

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

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

(c) Nothing contained in this Section will excuse employees working in correctional facilities or therapeutic settings from complying with the rules/regulations of those facilities regarding employee dress.

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

(a) Personal Electronic Communication Devices (PECD) will not be used for personal reasons during scheduled work hours except during breaks or lunch, or in case of an emergency. However, an employee working in remote locations (e.g., classrooms without phones, playground areas, field trips) may use their PECD as they would a worksite phone.

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

Section 6.04 – Probationary Period / Annual Employment

(a) Employees will be appointed for an initial period of 90 workdays, during which time such employees will be considered on probationary status.

(b) During their probationary period, an employee may be issued a written assessment of their work performance as deemed necessary by the employee's Administrator.

(c) An employee who successfully completes their probationary period (as provided in [a] of this Section) will be continued from year to year.

Section 6.05 – Personnel Record

(a) An employee will have the right to inspect, review and copy the contents of their personnel file as maintained by the District's Employment Services Division (ESD) in compliance with *Florida Statutes*, as well as any other public records uniquely applicable to the employee.

(b) Upon an employee's request, copies of the documents contained in their personnel file will be provided within three (3) business days at a cost permitted by *Florida Statutes*.

(c) An Employee may attach a written rebuttal to any information in their personnel

record.

Section 6.06 – School Facilities

(a) The District will make every effort to provide appropriately equipped lounges and restrooms for use by staff at each of the District's worksites where ten (10) or more members of this bargaining unit are assigned.

(b) The following is prohibited in/on any District building, grounds, or vehicle, at District/school-sponsored events, or while performing work-related assignments:

(1) The use of tobacco products and/or electronic delivery systems including, but not limited to, vaporizers, e-cigarettes, e-cigars, e-hookahs, and e-pipes;

(2) The use, possession, distribution, solicitation for, or sale of narcotics or other illegal drugs or alcohol;

(3) The illegal or unauthorized use, possession, distribution, solicitation for, or sale of prescription drugs.

(c) The District will provide each employee reasonable access to: a computer station linked to the District information system; a telephone; and, where available, off-street parking.

(d) Administrators will ensure that an employee who is left in charge of a group of students, classroom, or other work area will all be provided with the means necessary to secure those children or that work area in the event of a declared security code status.

(e) The District will make every effort to provide workspace for employees to complete their respective duties regardless of assigned location.

Section 6.07 – Safe Working Conditions

(a) An employee will not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Employees will report any unsafe or hazardous condition to their immediate supervisor and will inform their immediate supervisor if asked to perform a task which would endanger the employee's well-being.

(b) An employee may refuse to perform an assigned duty if the employee has reasonable grounds to conclude that performance of the duty will pose an undue, immediate, and serious threat to their physical well-being. However, in situations where a student's health or safety would be jeopardized by the employee's refusal, employees may not refuse to perform an assigned duty.

(c) Appropriate safety equipment and first aid kits will be provided by the District in work areas where deemed necessary.

(d) The District will notify affected employees of the results of any tests conducted for hazardous conditions within three (3) workdays of the receipt of any such

results.

(e) All employees are expected to understand and will comply with all District procedures regarding job-related injury or illness. Job-related injury or illness will be handled in accordance with Florida Statutes.

(f) An employee may use reasonable force to protect himself/herself from attack. Any case of assault and/or battery upon an employee will be reported to the appropriate Administrator as immediately as possible, and the employee may follow up with a referral for disciplinary action. The Administrator will render assistance to the employee as promptly as possible. The employee may also choose to report the incident to law enforcement authorities.

(g) An employee is authorized to discontinue a call/visit in the field if there is reasonable cause to believe that their safety is in danger.

(h) The District will take reasonable steps to assist employees in dealing with students who are disruptive or who repeatedly violate the District's Code of Student Conduct.

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

Section 6.08 – Delivery of Health Care to Students

(a) All school-based employees hired into the classification of clerk or receptionist, after July 1, 2014, may be assigned the role of backup to the Health Clinic Assistant and/or First Responder. Job applicants will be given details regarding backup responsibilities at the time of interview.

(b) Assignments as the backup to the Health Clinic Assistant and as a First Responder will be voluntary for employees hired before July 1, 2014, into the classifications of clerk or receptionist. Assignments as the backup to the Health Clinic Assistant and as a First Responder will be voluntary for all other members of the bargaining unit. All assigned back-ups will receive training equivalent to that of the Health Clinic Assistant and/or First Responder. An employee's decision not to volunteer will have no adverse impact on their performance evaluation.

(c) Related Services

(1) Employees recognize that the District is obligated and that employees are required to provide certain "related services" (e.g., changing diapers, cleaning intermittent catheterization [CIC], clearing tracheotomies) to students.

(2) In the event providing a related service involves exposure to a communicable disease, the provisions of Section 6.08(d) of this Agreement will apply.

(3) When a related service requires certain expertise, the District will provide the service by the use of trained employees.

(4) When a related service requires certain expertise, the District will obtain written permission from the student's parent(s) or guardians(s) authorizing the procedure to be performed by a lay person with the level of training provided to the employee.

(5) When possible, a witness will be made available during the execution of any related service requiring certain expertise. The District will indemnify and hold employees harmless from any liability resulting from their provision of a related service.

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

(e) Communicable Disease

(1) For purposes of this Section, a communicable disease will be defined by the Florida Department of Health.

(2) All employees will be provided with in-service training and annual updates addressing the control of communicable disease, as well as the use of universal precautions in treating students.

(3) If an employee is exposed to a special risk in working with a student, the District will reassign the employee to another position within their classification.

a. Employees who establish they are in a special-risk category must report this to their supervising administrator.

b. The supervising administrator will affect the reassignment upon learning of a potential compromise to the employee's special risk needs.

c. The supervising administrator will respect the privacy of both the student and the employee in effecting said reassignment.

Section 6.09 – Posting of Vacancies

(a) Vacancies in any positions covered by the bargaining unit will be posted on the District website for a period of no less than five (5) calendar days unless filled by an initiated placement of another employee in that classification by the EDHR. The MESP President or Executive Director will be consulted prior to any such placement.

(b) An employee may apply for a vacancy other than in their own classification by following the application procedures required by the District's Employment Services Division and may move to that position upon availability.

(c) An employee applying for a vacancy must inform their immediate Administrator within twenty-four (24) hours of applying for the first vacancy. Email notification is acceptable.

Section 6.10 – Voluntary Transfers

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

(b) An employee seeking a Voluntary Transfer will complete the District's online application, and will then apply for each vacancy for which they wish to be considered. Notification to Administration or designee must be made as referenced in 6.09(c).

(c) An employee seeking a Voluntary Transfer will be Highly Qualified, if required, for the position for which they wish to be considered.

(d) Except for the four (4) week period prior to and the four (4) week period following the first student school day of any school year, an employee may move to a position within the same classification upon availability. However, in cases where each supervising administrator is in agreement with the move during this eight (8) week period of time, permission may be given by the Director of Talent Development.

Section 6.11 - Involuntary Transfers

(a) An involuntary transfer is a District-initiated change from one position to another position in the same classification that is vacant in the District.

(b) Involuntary transfers within a classification will not result in any loss of hours or pay.

(c) This Section will not apply to situations arising out of the implementation of Federal, State, or local regulations or guidelines governing specific programs. In situations involving an external operator, the Association will be included from the initiation of the transfer process.

(d) For involuntary transfers due to a reduction in force, the following will occur:

(1) The District will first seek employee volunteers from the impacted worksite(s) who are occupying positions in the same classification, and who are Highly Qualified, if required, for the vacant position being filled.

(2) In the event there are more volunteers than positions being cut, volunteers will be transferred according to the following order:

a. Requirements of applicable Federal, State and/or local law, regulations, or guidelines;

b. Most seniority; and

c. Approval of the Administrator of the position being filled.

(3) In the event there are more positions to be cut than volunteers, employees will be involuntarily transferred according to the following order:

a. Requirements of applicable Federal, State, and/or local law, regulations or guidelines; and

b. Least seniority.

(4) In applying this Section to a position occupied by a replacement employee, the seniority of the incumbent employee (not that of the replacement) will be used.

(e) The Involuntary Transfer of an employee for reasons other than a reduction in force will be infrequent and may be initiated by either the District or the Association. In such an event, the Executive Director of Human Resources will engage in a consultation with the Business Agent or President of the Marion Education Support Professionals. Following that discussion, the action must be approved, in every case, by the Deputy Superintendent of Curriculum and Instruction.

Section 6.115 – Award of Position

The following constitutes the sequence of events surrounding the award of a position within the bargaining unit:

(a) The position is offered either in writing (may be by email) from the ESD, or via the initiation of a PAR generated by the responsible administrator.

(b) The position is accepted when the PAR is completed.

(c) The position is awarded upon completion of the new hire process and is scheduled for approval by the School Board. The employee may not report for duty to the position until it has been awarded and the school receives clearance from ESD listing the employee's start date.

Section 6.12 – Assignment to Additional School Activities

(a) Additional School Activities include but are not limited to, Summer School, Saturday School, Extended School Year, and District-administered grant programs.

(b) For all school-based activities, employees at the site of the vacancy will be notified via District email, of all additional school-based activity vacancies in any classification covered by this agreement.

(c) For District-wide programs, employees at all locations will be notified, via District email, of all additional activity vacancies in any classification covered by this agreement.

(d) Administrators will make every reasonable effort to give selection priority to those applicants who did not work the prior year. Declining one such position will not affect due consideration for another position.

(e) The educational needs of children being served by the program will be the

controlling factor in filling positions under this Section.

(f) Employees selected for additional school activity vacancies will be from the same classification as and Highly Qualified (if applicable) for the vacancy being filled. Employees from other classifications may only be selected if there are no qualified applicants from the classification of the vacancy.

Section 6.13 – Notification of Tentative Assignment / Changes in Assignment

(a) Employees will be given notice of their tentative assignment for the next school year on or before ten (10) workdays prior to the last student day of the current school year.

(b) Changes to a tentative assignment may be announced only after a reasonable effort has been made by the Administrator to personally consult with the affected employee(s).

Section 6.14 – Replacement Positions

(a) No current employee may be transferred into a replacement position unless they agree.

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

(c) A permanent, full-time position occupied by a replacement will be considered a vacancy upon the termination or resignation of the permanent incumbent of the position. The effective date will then be indicated on the replacement's PAR. The provisions of Section 6.09 (Posting of Vacancies) of this Agreement will then apply.

Section 6.15 – Workday

(a) The actual workday will be according to work assignment.

(b) An employee working six (6) or more hours in a workday will receive two (2) 15-minute breaks per day. An employee working less than six (6) hours in a workday will receive only one (1) 15-minute break per day. Supervisors may reasonably reschedule breaks when there are extenuating circumstances. While subject to change based on the needs of the school, employees will have their break times scheduled within three weeks of the start of the academic school year.

(c) An employee working six (6) or more hours in a workday will receive an unpaid, duty-free lunch period of no less than thirty (30) minutes.

(d) Each employee will be afforded sufficient time to put away equipment and supplies and for personal clean-up at the end of the workday.

(e) Release time before or after the student day will be permitted for an Association Representative to attend District-wide meetings, provided their Administrator's approval has been secured in advance.

(f) Employees will be paid at time and one-half (1.5 times) their hourly rate for all hours worked in excess of forty (40) hours in a work week.

(g) Consistent with employee experience and qualifications, the administration will make every reasonable effort to balance the assignment of "related duties" fairly among employees of the same or similar classification at each worksite.

Section 6.152 – Extended Instructional Time

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

(a) This section will apply to all non-instructional employees at the designated schools who choose to participate and whose positions are vital to providing extended instructional time. These positions will be identified by the District.

(b) The workday for those employees who choose to participate will be extended up to a maximum of eight (8) hours per day, on each day when students are in attendance.

(c) The times of the student and staff duty days will be communicated electronically to the employees within ten (10) workdays of the notification from FDOE.

(d) Employees in the District identified positions at the designated schools will be paid at their regular hourly rate of pay for the additional time worked.

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

(f) If requested between school years, an employee will be transferred to a comparable position at another school within the district should the employee be unable to participate in extended instructional time. An employee invoking this right will have no negative effect on their evaluation.

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

Section 6.16 – School Advisory Committee

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

Section 6.17 - School Improvement Plan

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

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

(c) No later than thirty (30) calendar days after the Board approval date of a school's SIP, the Association will notify both the District and the appropriate school in writing of any SIP that, in the opinion of the Association, conflicts with this Agreement. The Association and the District will then engage in a good-faith effort to resolve the Association's concern.

Section 6.18 – In-Service Training / Professional Development

(a) The Association and District recognize that high-quality professional development programs are essential for education support professionals to gain and improve the knowledge and skills important to their positions and job performance.

(b) Each school year the district will provide a needs assessment survey for professional development purposes. The survey will be developed with the assistance of the association.

(c) Scheduled training activities/offerings will be posted and maintained on the District's website throughout the year.

(d) Employee participation in District in-service during the employee's work hours may be required. Employees may participate in eligible in-service activities held outside of their work hours. Eligible participants will be paid a rate in accordance with Section 9.06(b).

(e) An employee may attend District in-services at work sites other than their own with the approval of their Administrator.

(f) When a Highly Qualified Paraprofessional is to be used to administer/proctor a standardized test, they will be given the training necessary to perform that function. Such training will be provided on the clock.

Section 6.19 – Right to Representation

Members will be entitled to Association representation in any investigation and at any meeting that may result in employee discipline.

Section 6.20 – Performance Assessment of Employees

(a) New employees and employees whose duties are being changed will have their duties explained to them by the individual responsible for directing the employee's daily activities. The individual responsible for providing daily direction will ensure that the employee's evaluating supervisor is aware of the explanation given to the employee. Administrators are expected to employ strategies to develop employees who are new to the job or are demonstrating areas in need of improvement.

(b) A written assessment of each employee's job performance under their classification description will be completed by an Administrator at least once each year for all employees working longer than 60 days.

(c) Only District-approved forms will be used to assess an employee's job performance on their final evaluation of the year. Any change to the current

performance assessment rubric must include input from the association.

(d) On or before fifteen (15) workdays prior to the last student day of the current school year, an Administrator will meet with each employee to review a written assessment of the employee's performance and to provide a signed copy of the written performance assessment to the employee during that meeting. Employees will have the right to attach a written rebuttal to their evaluation.

(e) Observations made in preparing performance assessments will be made in a candid and open manner. Information received, but not directly observed, by the Administrator will be verified by the Administrator and discussed with the employee prior to including the information in any assessment.

(f) A rating of Unsatisfactory will not be awarded in any category of the annual performance assessment unless Step 3 of Discipline for Performance has been initiated for that shortcoming in accordance with the provisions of Section 6.21 of this agreement, or Discipline for Misconduct has been administered under Section 6.215 of this Agreement.

(g) An overall rating of Unsatisfactory may be awarded only if the employee has been rated Unsatisfactory in two or more major categories of the evaluation.

(h) A hard copy of the most recent District-approved performance assessment form will be provided to employees within the first twenty (20) workdays.

Section 6.205 – Performance Assessment of Supervisors

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

Section 6.21 – Employee Discipline for Performance

(a) No employee will be disciplined without Just Cause.

(b) Members will be allowed the presence and representation of an Association Representative during: (1) any investigatory meeting which may result in employee discipline; and (2) any meeting in which employee discipline is imposed, provided there is no undue delay.

(c) When any aspect of job performance as indicated by an employee's classification description is less than satisfactory, the Progressive Discipline System (hereafter referred to as PDS) will be used. The purpose of the PDS is to assist the employee in understanding that a performance problem exists and that there is an opportunity to correct the problem.

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

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

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

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

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

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

a. Following the meeting, the Administrator will provide an email outlining the conversation to the employee as documentation of Step 2. Included in this email will be the date on which the Step 1 discussion was conducted, the date the Verbal Reprimand was issued, and a summary of the Verbal Reprimand.

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

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

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

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

(4) Step 4: If the identified problem persists, the employee will be placed on the NEAT Procedure. The Needs Improvement Form is the means of notifying the employee of their placement on the NEAT Procedure, which consists of the following:

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

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

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

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

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

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

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

(5) Step 5: If the employee's performance in the noted areas has not improved to an Effective level by the conclusion of the NEAT Procedure, the Superintendent may recommend termination of the employee.

Section 6.215 – Employee Discipline for Misconduct

(a) No employee will be disciplined without Just Cause.

(b) Members will be allowed the presence and representation of an Association Representative during:

(1) Any investigatory meeting which may result in employee discipline; and

(2) Any meeting in which employee discipline is imposed, provided there is no undue delay.

(c) (1) Nothing contained in Section 6.21 – Employee Discipline for Performance will be interpreted to preclude the District from issuing appropriate discipline (e.g., Verbal Reprimand, Written Reprimand, Suspension without Pay, Termination from Employment) in response to misconduct other than that addressed under that performance-related language.

(2) Generally, the District will follow a policy of corrective and progressive discipline (e.g., Verbal Reprimand, Written Reprimand, Suspension

without Pay, Termination from Employment) whereby less severe forms of discipline are issued prior to resorting to the imposition of more severe sanctions for the same or similar misconduct.

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

(d) Discipline imposed under this section will be documented. When such discipline includes Written Reprimands, Suspension without Pay, or Termination from Employment, a copy of said action will be placed in the employee's Personnel File as maintained by the Employment Services Division. Verbal Reprimands will be conducted orally and the Administrator will document the conversation in an email following the meeting.

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

Section 6.22 – Complaints Against Employees

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

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

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

(2) Once determined necessary, a meeting will be conducted between the employee and their Administrator to inform the employee of the complaint, and when appropriate, the identity of the complainant. The employee will be told the purpose of the meeting in advance. Members may request union representation at this meeting. The employee will be afforded an opportunity to present their response to the allegation(s).

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

(c) Any disciplinary action taken by an Administrator in response to a complaint under this Section will be in accordance with Section 6.21 or 6.215 – Employee Discipline.

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

Section 6.23 – Miscellaneous Provisions

(a) The task of phoning substitute teachers may only be assigned to clerical personnel during their duty day.

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

(c) Any employee who does not wish to have their photograph used or published for any purpose will notify their administrator in writing no later than five (5) workdays after the employee's start of each new school year.

(d) An employee will be given training for any computer-based programs that they might be required to use in the normal course of their duties.

(e) Upon request of the supervising administrator in advance, the Deputy Superintendent may authorize up to ten (10) hours of overtime per year to permit Information Processing Clerks, Guidance Clerks, or Registrars to handle periodic surges in the workload.

(f) Special Needs Paraprofessionals will receive a supplement of $500 per year, paid out over 20 paychecks.

(g) Bilingual Receptionists will receive a supplement of $200 per year, paid out over 20 paychecks.

(h) ESOL Paraprofessionals will receive a supplement of $250 per year, paid out over 20 paychecks.

(i) An employee who plans to resign or transfer will give at least ten duty days' notice unless waived by the supervisor. The notice will be in writing and reflect the employee's last duty day.

Article 7
Layoff and Recall

Section 7.01 – Layoff

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

(b) A layoff may be District-wide, involving all of, or a portion of, the positions in a single classification (e.g., Clerk Typist, Instructional Paraprofessional, Social Work Assistant) throughout the District; or site-based, involving all or some of the classifications assigned to a given work site.

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

(d) The District will maintain a seniority roster, update the roster semi-annually, and provide the Association with an electronic copy of the roster and any updates.

Section 7.02 – Layoff Procedures

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

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

(1) Probationary Employees in inverse order of Seniority

(2) Permanent Employees in inverse order of Seniority.

(c) A separated employee will be offered any vacancy in the District in the same classification as the position from which the employee was separated. If the employee refuses assignment to such a vacancy, the employee will forfeit all recall rights to the position from which they were separated.

(d) If there is no vacancy in the District in the same classification as the position from which the employee was separated, the separated employee may "bump" (i.e., displace) the least senior District employee in such classification. If an employee "bumps" into a position, the employee will forfeit recall rights to the position from which they were separated. The "bumped" (displaced) employee will then be considered a separated employee under this Section.

(e) In the instance when the District eliminates a classification entirely, a separated employee will be offered any vacancy in the District in any classification in which they were previously employed in the District for longer than the probationary period, and in which they still maintain any required certification/qualification. If the employee refuses assignment to such a vacancy, the employee will forfeit all recall rights to the position from which they were separated.

Section 7.03 – Procedure for Ties in Seniority

In the event two (2) or more employees have the same Seniority, ties will be broken by the employee's clear for hire date followed by a coin toss, if necessary.

Section 7.04 - Responsibilities of Separated Employees

(a) A separated employee is responsible for notifying the District's ESD of any changes in their home address, home telephone number, home email address, and other forms of contact that may be used.

(b) A separated employee is responsible for monitoring email communication from the District frequently and respond via email within forty-eight (48) hours of the date any recall offer was issued.

(c) An employee entitled to recall under Section 7.05 of this Article may continue to participate in certain group insurance afforded in Article 10 (Benefits) of this Agreement, provided that the employee pays both the District's and the employee's premiums for such coverage in a manner specified by the District in

conjunction with Federal COBRA or individual carrier guidelines. In the event an employee fails to make timely payment under this provision, all rights and privileges conveyed in this provision will be deemed to have been waived by the employee.

Section 7.05 – Recall Procedures

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

(b) If an employee cannot be reached by email or phone, formal notice of recall will be sent by the District's ESD both by Registered and First-Class United States Mail to a recalled employee's home address of record. If the recalled employee does not respond to the ESD within seven (7) calendar days of the postmark date of the formal notice of recall, the employee will be deemed to have waived their recall rights under this Article.

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

Section 7.06 – Applicability of Article

The provisions of this Article will not apply to temporary employees, replacement employees, probationary employees, or employees who are terminated either with or without cause.

Article 8
Leave of Absence

Section 8.01 – Leave of Absence

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

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

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

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

(e) Leave of absence granted on the request of an employee will be for the particular purpose stated in the employee's request for leave. The District will have the right to determine that leave is used for the purpose stated in the

employee's request for leave. If not being used for the stated purpose, the District will revoke the leave and may take disciplinary action against the employee.

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

(g) An employee on leave of absence may not be selected for another full-time position within the District.

Section 8.02 – Sick Leave

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

(b) Full-time employees will be credited with four (4) days of Sick Leave at the end of the first month of work in the Fiscal Year, and will thereafter be credited with one (1) day of Sick Leave at the end of each month of employment during which time the employee is in a compensated status for at least ten (10) workdays up to the statutory maximum that may be earned in a Fiscal Year. Sick leave allocations are prorated when an employee goes on an unpaid leave of absence based on Florida State Statute. Due to this, advanced allocations may be reduced.

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

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

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

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

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

(h) Illness occurring during the workday will be reported to the employee's Administrator as soon as possible.

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

(j) The District may require employees to provide a physician's certification or other

supporting evidence when there is any question as to the use of Sick Leave.

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

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

(m) Employees should request a leave of absence for any absence of ten days or more or for any absence less than ten days when the employee does not have accrued leave to cover the absence.

Section 8.025 – Sick Leave Donation to Non-Family Members

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

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

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

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

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

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

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

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

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

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

(k) All original forms must be complete and received prior to approval. Donations will

not be retroactive outside of the pay period in which all forms are received.

Section 8.03 – Sick Leave Bank

(a) **Membership**:

Any full-time employee having been employed by the Marion County School Board for one (1) full year and having at least three (3) days of accrued sick leave as of December 31st of the current year, may enroll in the Sick Leave Bank by voluntarily contributing one (1) sick leave day to the Bank during Annual Enrollment.

1) Members are required to contribute one (1) sick leave day upon initial enrollment and additional days to replenish the Bank if necessary, according to the guidelines.

2) Enrollment must be made on the official enrollment card provided by the Risk Management Department, during Annual Enrollment.

3) Any sick leave days contributed to the Bank during annual enrollment will be deducted from the employee's accrued sick leave balance on the last payroll run in December of the given year.

4) Membership in the Bank will be voluntary. Voluntary withdrawal will be effective immediately upon receipt by the Risk Management Department of written notification of the member's intent to withdraw. The member will not be eligible to withdraw sick leave already contributed to the Bank.

5) Employees returning from medical leave, if otherwise eligible, would be eligible to enroll, but would not be entitled to use the Bank until after they had worked thirty (30) consecutive duty days.

(b) **Enrollment**:

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

2) A member enrolling during the enrollment period may begin receiving benefits from the Bank commencing the following February 1st.

(c) **Replenishment Contributions:**

1) All participating members will contribute an additional sick leave day in order to continue membership if the balance of the Bank is diminished to 1500 hours, at which time each participating member will be sent a notice. Each participating member will have a thirty (30) day time limit from District email notification to authorize the contribution of one (1) day of sick leave to replenish or the member will be withdrawn from the Bank.

2) If a member is unable to contribute the day, that member will be ineligible to apply for benefits of the Bank until he has accrued two (2) sick leave days, at which time the assessment of one (1) day will be automatic. This

period of ineligibility will not apply to any member currently receiving benefits from the Bank.

3) If the Bank cannot be replenished, it will be terminated when the total number of hours has been exhausted.

(d) **Administration and Governance**:

1) The Risk Management Department along with the appointed Committee members will determine the validity of claims based on a licensed medical doctor, physician's assistant (PA), or nurse practitioner's (ARNP) completion of the application. When the claim of a member is processed, the employee will be notified of the Committee's decision in writing.

2) A Sick Leave Bank Committee comprised of one (1) representative from MESP, one (1) non-instructional management representative, and one (1) Administrator will be available to address claims and any employee appeals. (Union representatives will be appointed by their respective bargaining unit president.)

3) Risk Management will make available, upon request, reports of usage of the Bank to participating members. A copy will be provided to the Committee. The report will include the number of hours used and the reason for the usage.

(e) **Eligibility:**

In the event of a personal "catastrophic **(**life-threatening**)** illness, accident or injury" causing a member to be absent from work for an extended period of time, the member may receive paid leave based on the following:

1) All accumulated sick leave must first be expended.

2) The request for days from the Bank must be made by submitting the Sick Leave Bank application to the Risk Management Department. The application must include a signed statement (RMD 05) from a licensed medical doctor, physician's assistant (PA), or nurse practitioner (ARNP). The applicant will bear the cost of obtaining the medical statement. Approval requires that the Risk Management Department will verify all medical statements from the licensed medical professional confirming a life-threatening condition.

3) A participating member will not be eligible for the use of sick leave from the Bank if the member is on workers' compensation for the same condition.

4) 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.

5) If an employee does not use the number of days authorized, unused hours will be returned to the Bank.

6) Employees must make a request for days from the Sick Leave Bank no later than 30 days after they have exhausted all of their personal sick leave time unless prevented from doing so because of their medical condition.

7) Intermittent use of previously approved Bank hours may be permitted under certain circumstances i.e., chemotherapy treatments that require frequent routine doctor visits.

(f) **Benefits:**

After approval of the application by the Committee, a member may draw from the Bank up to a maximum of sixty (60) paid sick leave days for the qualified reason, subject to the following provisions:

1) Drawing of sick leave days is based upon the availability of sick hours in the Bank.

2) The Sick Leave Bank benefit is only for the enrolled employee's personal illness, accident or injury. Requests for illness/accidents/injury of family members and co-workers are not eligible.

3) The number of hours approved per day will be based on the member's work schedule at the time of application.

4) Upon approval of Disability Retirement, Bank benefits will cease on the last day of the month approved for the Disability Retirement.

5) Unused approved hours will return to the Bank upon the retirement, resignation, or death of the member.

(g) **Misrepresentation:**

Any attempt to obtain benefits from the Bank through misrepresentation may result in permanent termination from the Bank and appropriate disciplinary action, up to and including possible termination.

Section 8.04 – Family and Medical Leave

(a) In compliance with the Family and Medical Leave Act (FMLA) of 1993, and following school board policy, full-time employees who have completed twelve (12) months of service with the District (and if possible in the employee's calendar, reached 1250 hours during the twelve (12) months preceding the leave), will be entitled to up to a maximum of 12 weeks of leave under FMLA per twelve (12) month period (rolling forward from the date of first FMLA) for the following reasons:

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

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

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

serious health condition;

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

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

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

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

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

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

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

Section 8.05 – Parental Leave

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

(b) Such leave will be for the remainder of the school/fiscal year (unless a lesser period of time is mutually agreed by the employee and the appropriate Administrator), but may not exceed one (1) school/fiscal year in duration. However, if the employee is eligible for FMLA and the employee's contract year ends prior to the end of the twelve weeks of FMLA leave, the employee may extend FMLA leave into the subsequent school/fiscal year up to the number of

weeks remaining under FMLA.

(c) Employees on Parental Leave must submit a new FMLA leave form by June 30th if they intend to remain on Parental Leave into the next fiscal year.

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

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

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

Section 8.06 – Medical Leave

(a) Employees who have completed 90 workdays of employment with the District and who are unable to work due to a non-job-related injury or illness (see Section 8.11 of this Agreement regarding Job-Related Injury/Illness) may request Medical Leave through the end of the current school year by submitting an FMLA form and physician documentation. Approval of such requests will be based on Board Policy and Family Medical Leave Act requirements.

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

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

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

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

Section 8.07 – Personal Leave

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

(b) The use of Personal Leave will be requested by the employee following current District procedures.

(c) The District will allow employees to use up to four (4) of the six (6) Personal Leave days provided in provision (a) of this Section as Emergency Leave for sudden, urgent, or unforeseen occurrences which require an employee's absence. In cases of Emergency Leave, an employee will notify their Administrator no later than the start of the employee's workday on the day on which the employee must be absent.

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

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

Section 8.08 – Military Leave for Reserve Duty

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

Section 8.09 – Military Leave for Active Duty

(a) Leave for an employee who enters active military service will be governed by state and federal regulations.

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

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

(d) Upon returning from leave under this Section, an employee will maintain their seniority and accrued leave and will be restored to a position within the same classification.

(e) Upon returning from active military duty, employees will be placed at the step on the wage schedule to which they would have risen had they not been called to active military duty.

Section 8.10 – Jury Duty and Court Attendance

(a) An employee summoned to Jury Duty or required to perform Jury Duty during their normal work calendar will submit a leave request to their Administrator upon the employee's receipt of summons and will be granted Jury Leave with no loss of pay. Any jury fee that may be paid will be retained by the employee. Following the 2025-2026 School Year, employees working supplemental positions outside the normal employee calendar during the summer of 2026 that are summoned to Jury Duty will be reimbursed up to two (2) days if said Jury Duty causes them to miss work.

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

(c) An employee summoned to court in personal litigation will submit a leave request to their Administrator upon the employee's receipt of the subpoena and will be granted unpaid Court Leave for court attendance.

Section 8.11 – Job-Related Injury/Illness

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

Section 8.12 - Education Leave

(a) Education Leave is unpaid leave granted to an employee for the purpose of enrolling in a college-level program to improve their knowledge and skills in their current position or to prepare him/her for a higher-level position with the District. Leave may be approved for up to two (2) years, but must be requested and approved annually.

(b) For the leave to be initially approved, proof of enrollment acceptance must be provided to the District's ESD. For approval for the second year, transcripts or grade reports must be provided to the District's ESD.

(c) When the educational program of an employee requires an internship or other practicum to be taken in segments of time other than a semester or a year at a time (e.g., three [3] hours per week or one [1] day per week), that Education Leave may be granted at the discretion of the District.

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

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

Section 8.13 – Leave for Public Office

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

(b) Upon returning from leave under this Section, an employee will maintain their seniority and accrued leave and will be restored to a position within the same classification.

Section 8.14 - Domestic Violence Leave

(a) Employees will be granted Domestic Violence Leave if the employee, or a member of the employee's family or household, is a victim of domestic or sexual violence. Domestic Violence Leave will be granted in accordance with this section.

(b) Up to a maximum of three (3) days of leave without pay in a twelve (12)-month period will be granted to an eligible employee as Domestic Violence Leave.

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

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

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

Section 8.15 – Vacation Leave

(a) Paid Vacation Leave will be afforded to twelve-month (12-month) employees in accordance with Florida Statutes and State Board of Education Regulations.

(b) Requests to schedule Vacation Leave will be requested by the employee following current District procedure, no less than five (5) workdays in advance of the anticipated use of leave. Administrators may release an employee from the advance notice required by this provision if the Administrator, at their sole

discretion believes that exigent circumstances warrant such release.

Section 8.16 – Bereavement Leave

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

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

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

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

(2) Up to five days of Unpaid Leave

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

Section 8.17 – Abandonment

An employee who is absent without authorized leave of absence for three (3) or more consecutive workdays within the school year may be deemed to have abandoned their position and to have voluntarily resigned from employment. Supervising administrators are encouraged to contact and inform an employee in such a status to make him/her aware of this possibility.

Article 9
Compensation

Section 9.01 – Bi-Weekly Payroll and Direct Deposit

(a) Employees will be paid biweekly for the number of hours worked and/or for any hours of paid leave use during the bi-weekly payroll period.

(b) (1) Any employee hired after June 30, 1999, will be given thirty (30) calendar days to provide the District's Payroll Office with the information necessary to have their paychecks made through direct deposit.

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

(3) Temporary employees will not be required to participate in direct deposit.

(c) Employees will have the opportunity to split their paycheck on the same basis as all other employees.

Section 9.02 – Wage Schedule

The Pay Grade for each classification covered by this Agreement and the Wage Schedule for such classifications are provided in Addendum B of this Agreement.

Section 9.03 – Placement on the Wage Schedule (Addendum B)

Newly-hired employees will be placed on the Wage Schedule according to documented experience in the bargaining unit.

Section 9.04 – Classification

(a) (1) When the duties and responsibilities of a position are not appropriately described in any existing classification description, the District may create a new classification and assign said classification to a Pay Grade on an appropriate Wage Schedule.

(2) When a classification is no longer needed, the District may abolish the classification.

(3) When the duties and responsibilities of a position have materially changed over a period of time, the District may reclassify the position to any existing classification and Pay Grade or to a newly-created classification and Pay Grade. The incumbent of a reclassified position may be placed in the new classification.

(4) When the Pay Range of an existing classification is no longer appropriate to the labor market or when a change is required to maintain the internal equity of the Wage Schedule, the District may reallocate a classification to either a higher or lower Pay Grade. In the event a reallocation is to a lower pay grade, reallocated employees with pay rates at or above the maximum of their new pay grade will retain their pay rates, but receive no increases until their pay rate comes within the range of their new pay grade.

(b) Before any changes to a classification contained in this bargaining unit are submitted to the School Board for review and approval, said changes will first be submitted to the Classification Description Committee established by Section 3.07 of this Agreement. The Association will maintain three seats on said committee. The purpose of the submission of any such changes is to provide both the Association and the Classification Description Committee with an opportunity for timely input.

(c) Wage changes resulting from any change to a classification will be effective at the beginning of the next bi-weekly payroll period following the date of approval by the School Board.

(d) Decisions of the School Board regarding classification(s) will be final and binding.

Section 9.05 – District Staffing Plan

The District will provide a copy of its Staffing Plan as approved by the School Board

to the Association each Fiscal Year.

Section 9.06 – Additional Compensation

(a) Paraprofessionals who provide the District's Employment Services Division with proof of an Associate's degree, 60 earned college credits, or a passing score on the exam for Highly Qualified status under Every Student Succeeds Act (ESSA) will be moved from Pay Grade C1 to Pay Grade C3 upon the District's validation of their credentials.

(b) Any employee who participates in professional development training conducted by the District outside the normal workday will be paid at the rate of $16 per hour.

(c) An employee working Summer School Programs will be paid at their wage step for the classification in which they are working during summer school.

(d) Any employee whose work requires travel from one work site to another in the same day will receive mileage reimbursement at the same rate as other District employees.

Section 9.07 – Perfect Attendance

(a) For the 2025-2026 School Year, all bargaining unit members who do not use any Sick or Personal Leave and who have not been placed in a "Without Pay" status for the entire first semester of the School Year will receive a bonus of $250.00 upon the conclusion of the first semester. The first semester begins with the first date of the work calendar.

(b) For the 2025-2026 School Year, all bargaining unit members who do not use any Sick or Personal Leave and who have not been placed in a "Without Pay" status for the entire second semester of the School Year will receive a bonus of $250.00 upon the conclusion of the school year.

(c) An approved TDE or use of vacation time outside the regular school year will not disqualify an employee from receiving this incentive.

Section 9.08 – Extra Duty Supplements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Attend all club meetings and functions, and

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

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

Article 10
Benefits

Section 10.01 – Representation on Insurance Committee

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

Section 10.02 - Insurance

(a) Group Health Insurance

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

(2) The no-cost plan provided by the district must provide at least those benefits provided by Plan 1 provided in the 2012-13 year as modified by

Alternative # 1, in terms of cost to the employee, deductibles, limits, maximums, and coverages. (Plan is at Addendum D)

(3) The District will offer employees the opportunity to purchase dependent coverage under the health care plan provided in (a) (1) of this Section, provided the employee pays the cost of dependent coverage through payroll deduction.

(b) Life Insurance

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

(2) The District will offer employees the opportunity to purchase additional term life insurance at the applicable rate, provided the employee pays the cost of any such additional coverage through payroll deduction. This insurance will include Accidental Death and Dismemberment (AD&D) coverage and a Waiver of Premium provision.

(c) Long-/Short Term Disability Coverage

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

(d) Vision Coverage

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

(e) Dental Coverage

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

Section 10.03 - Retirement

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

Section 10.04 - Terminal Pay

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

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

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

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

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

(f) Upon entering the Deferred Retirement Option Program (DROP) of the Florida Retirement System, the employee will elect to have a portion of their Terminal Pay sheltered at the end of each year of DROP participation or to have their entire Terminal Pay sheltered upon exiting DROP up to the maximum allowed by the U.S. Internal Revenue Service.

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

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

Section 10.05 – Paid Holidays

(a) Employees will receive six (6) paid holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, New Year's Day, and President's Day.

(b) Any employee on a twelve (12) month schedule will receive Memorial Day as a paid holiday.

(c) In the event an employee is scheduled to work the day before and the day after Independence Day/July 4th, the employee will receive Independence Day as a paid holiday.

Section 10.06 – Discount for Extended Day Childcare

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

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

Section 10.07 – Employee Assistance Program (EAP)

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

Section 10.10 – Utilization as Substitute Teacher

(a) Only a Paraprofessional (including Instructional and ESOL Paraprofessionals) whose Personnel Action Request (PAR) does not identify him/her as a Title I or ESE/Special Needs Paraprofessional, may be assigned to work as a Substitute Teacher for a full day. An ESE/Special Needs Paraprofessional can substitute for a full day in an ESE self-contained classroom with the Paraprofessional's agreement. They will be paid at their daily rate of pay as a Paraprofessional. When substituting for the full day, the Paraprofessional will assume the students' instructional schedule for the day.

(b) Any Paraprofessional at a non-extended learning site assigned pursuant to this Section will be eligible to work up to a 7th hour, however, is not required to work more than their contracted day. Paraprofessionals assigned to a full-day substitute position and work the 7th hour will be paid up to the 7th hour at their current rate of pay.

(c) Any Paraprofessional at an extended learning site assigned pursuant to this Section will be eligible to work up to a 7th hour plus their additional extended learning time. However, the Paraprofessional is not required to work more than their contracted day. Paraprofessionals assigned to a full-day substitute position and work the 7th hour will be paid up to the 7th hour at their current rate of pay.

(d) Any Paraprofessional assigned pursuant to this Section will not have any part of their annual Performance Assessment (see Section 6.20 of this Agreement) based on their assignment under this Section.

(e) Principals will make every effort to secure instructional substitutes, through conventional means, before employing this option. When this cannot be accomplished, principals will consider the schedule of the affected Paraprofessionals before assigning substitute duties.

(f) Any Paraprofessional assigned as a substitute under this Section will not be used more than the equivalent of three (3) full days in a work week with the understanding that this is not common practice. Principals will make every effort to develop a rotation schedule when assigning Paraprofessionals to substitute.

(g) Any Classroom Substitute, or other Paraprofessional (as described in (a) above) when used as a Substitute Teacher, will be afforded the authority of a teacher while in that capacity. This specifically includes the right to refer an unruly student to the DDA. This does not include the teacher's authority to remove a student as granted in Florida Statutes 1003.32.

(h) Any employee who works under the job classification of Classroom Substitute or Instructional Paraprofessional (with the Paraprofessional's agreement) and is assigned as a substitute teacher to the same classroom for more than ten (10) consecutive workdays will be compensated for an additional thirty (30) minutes per day at their daily rate of pay starting on day eleven (11). Under no circumstance will the workday exceed eight (8) hours. Prior approval must be granted by the Chief Academic Officer for this additional pay.

(i) Employees, with the exception of the Classroom Substitute, identified in this section who assume the responsibility of a substitute teacher for a full instructional day will receive a supplement of fifty (50) dollars. Employees, with the exception of the Classroom Substitute, identified in this section assuming the responsibility of a substitute teacher for less than a full instructional day but two (2) hours or more will receive twenty-five (25) dollars.

(j) The District will adhere to F.S. 1012.38(4) when assigning employees under this section.

Article 11
Duration

Section 11.01 – Duration

This Agreement will be effective retroactively as of July 1, 2025, and will continue in full force and effect through June 30, 2026.

Section 11.02 – Reopeners

(a) The Association and the District agree to reopen collective bargaining on the following items for effect on July 1, 2025:

(1) wages,

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

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

(4) reasonable number of reopener sections by choice brought by the Association and District.

(b) The Association and District agree to the maximum extent possible bargaining sessions will take place during times that will enable employees in the bargaining unit to attend. Both parties may agree to hold sessions during normal school hours as needed.

Section 11.03 – Changes to Agreement

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

Section 11.04 – Savings Clause

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

Section 11.05 – Retroactivity

An employee who has separated from employment with the District prior to the date of School Board approval of a new/revised collective bargaining agreement will forfeit any retroactive pay or other benefit provided in such new/revised collective bargaining agreement.

Section 11.06 – Compliance with Differentiated Accountability Model

The Association and the District agree to reopen this Agreement at any time in order to engage in collective bargaining (pursuant to Florida Statutes Chapter 447) regarding District proposals to comply with the Florida Department of Education's Differentiated Accountability Model and the Federal Every Student Succeeds Act (ESSA).

Notification of Nondiscrimination

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

Sexual harassment is a form of discrimination which is against the law and School Board Policies 1362, 2266, 3362, 4362, and 5517. The District will not tolerate sexual harassment activity by any of its members of the school district community, including students, employees, and third parties pursuant to Title VII of the Civil Rights Act of 1964 and Title IX Rules and Regulations.

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

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

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

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

IN WITNESS WHEREOF, the Association and the District have caused their names to be subscribed hereto by their duly authorized officers or representatives on this 13 day of January.

For the
Marion Education Support
Professionals (the Association):

Christopher Altobello
Chief Negotiator
Marion Education Support
Professionals

April Rose McCoy
President
Marion Education Support
Professionals

For the
Marion County Public Schools
(the District):

Dr. Sarah James
Board Chair
Marion County School Board

Danielle Brewer, Ed.D.
Interim Superintendent
Marion County Public Schools

Addendum A

Employee Classifications

Account Clerk
Attendance Clerk
Attendance Specialist
Behavior Technician
Bookkeeper
Career Lab Specialist
Career Mentor - ESE
Classroom Substitute
Clerk Generalist Clerk Specialist
Clerk Typist Data
Entry Clerk
Desktop Support Tech I
Desktop Support Tech II
Desktop Support Tech III
Desktop Support Tech IV
ESOL Paraprofessional
Family Engagement Liaison
Finance Clerk
Grant Manager - ESE
Grant Manager - FDLRS
Guidance Clerk
Health Clinic Assistant
Homeschool Liaison
Information Processing Clerk
Instructional Paraprofessional
Library Assistant
Light Duty Clerk
Physical Education (PE) Technician
Permit Specialist
Receptionist
Registrar
Service Desk
Technician
Social Work Assistant
Special Needs Paraprofessional
Student Assignments & Records Specialist

Addendum B
Marion County Public Schools
2025-2026 Wage Schedule

Classification	Pay Grade	Workdays	Work Hours
Account Clerk	C-4	260	8.0
Attendance Clerk	C-2	217	8.0
Attendance Specialist	C-4	197	7.5/8.0
Behavior Technician	C-6	188	7.0
Bookkeeper	C-6	260	8.0
Career Lab Specialist	C-6	209	8.0
Career Mentor, ESE	C-4	197	8.0
Classroom Substitute	C-3	188	7.0
Clerk Generalist	C-1	188/197	6.0/6.5
Clerk Specialist	C-3	260	8.0
Clerk Typist	C-2	197/260	8.0
Data Entry Clerk	C-4	260	8.0
Desktop Support Tech I	C-6	207	8.0
Desktop Support Tech II	C-7	207	8.0
Desktop Support Tech III	C08	207	8.0
Desktop Support Tech IV	C-9	207	8.0
ESOL Paraprofessional	C-3	188	7.0
Family Engagement Liaison	C-2	221	8.0
Finance Clerk	C-6	260	8.0
Grant Manager - ESE	C-9	260	8.0
Grant Manager - FDLRS	C-8	260	8.0
Guidance Clerk	C-2	202/207/217	8.0
Health Clinic Assistant	C-3	190	7.0
Homeschool Liaison	C-2	221	8.0
Information Processing Clerk	C-4	260	8.0
Instructional Paraprofessional	C-3	188/197	6.0/8.0
Library Assistant	C-3	188/197	6.5
Light Duty Clerk	C-6	260	8.0
Physical Education Technician	C-6	188	7.0
Permit Specialist	C-4	260	8.0
Receptionist (Elem. Extra Hour)	C-1	188/260	6.0/7.0/8.0
Registrar	C-4	260	8.0
Service Desk Technician	C-3	260	8.0
Special Needs Paraprofessional	C-4	188	6.0/6.5/7.0
Student Assignment & Records Specialist	C-8	260	8.0

<u>Addendum B</u> (Continued)
Marion County Public Schools
2025-2026 Wage Schedule – C
(For employees currently on Wage Schedule – C.)

Pay Grade									
Credited Years	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9
7	$17.65	$18.52	$19.21	$19.48	$20.09	$20.71	$21.32	$21.93	$22.54
8	$17.65	$18.52	$19.21	$19.48	$20.09	$20.71	$21.32	$21.93	$22.54
9	$18.16	$18.77	$19.39	$20.00	$20.61	$21.23	$21.84	$22.45	$23.07
10	$18.16	$18.77	$19.39	$20.00	$20.61	$21.23	$21.84	$22.45	$23.07
11	$18.16	$18.77	$19.39	$20.00	$20.61	$21.23	$21.84	$22.45	$23.07
12	$18.16	$18.77	$19.39	$20.00	$20.61	$21.23	$21.84	$22.45	$23.07
13	$18.16	$18.77	$19.39	$20.00	$20.61	$21.23	$21.84	$22.45	$23.07
14	$18.60	$19.22	$19.83	$20.45	$21.06	$21.68	$22.29	$22.91	$23.52
15	$18.60	$19.22	$19.83	$20.45	$21.06	$21.68	$22.29	$22.91	$23.52
16	$18.60	$19.22	$19.83	$20.45	$21.06	$21.68	$22.29	$22.91	$23.52
17	$18.60	$19.22	$19.83	$20.45	$21.06	$21.68	$22.29	$22.91	$23.52
18	$18.60	$19.22	$19.83	$20.45	$21.06	$21.68	$22.29	$22.91	$23.52
19	$19.10	$19.72	$20.33	$20.95	$21.57	$22.18	$22.80	$23.42	$24.03
20	$19.10	$19.72	$20.33	$20.95	$21.57	$22.18	$22.80	$23.42	$24.03
21	$19.10	$19.72	$20.33	$20.95	$21.57	$22.18	$22.80	$23.42	$24.03
22	$19.10	$19.72	$20.33	$20.95	$21.57	$22.18	$22.80	$23.42	$24.03
23	$19.10	$19.72	$20.33	$20.95	$21.57	$22.18	$22.80	$23.42	$24.03
24	$19.56	$20.18	$20.80	$21.41	$22.03	$22.65	$23.26	$23.88	$24.49
25	$19.56	$20.18	$20.80	$21.41	$22.03	$22.65	$23.26	$23.88	$24.49
26	$19.56	$20.18	$20.80	$21.41	$22.03	$22.65	$23.26	$23.88	$24.49
27	$19.56	$20.18	$20.80	$21.41	$22.03	$22.65	$23.26	$23.88	$24.49
28	$19.56	$20.18	$20.80	$21.41	$22.03	$22.65	$23.26	$23.88	$24.49
29+	$20.09	$20.70	$21.32	$21.94	$22.56	$23.18	$23.79	$24.41	$25.03

Board Approved: 01/13/2026

<u>Addendum B</u> (Continued)
Marion County Public Schools
2025-2026 Wage Schedule - N

Employee placement is based on credited years of bargaining unit experience.

Pay Grade									
Credited Years	C-1	C-2	C-3	C-4	C-5	C-6	C-7	C-8	C-9
0	$16.90	$17.50	$18.10	$18.70	$19.30	$19.90	$20.50	$21.10	$21.70
1	$17.24	$17.85	$18.46	$19.07	$19.69	$20.30	$20.91	$21.52	$22.13
2	$17.24	$17.85	$18.46	$19.07	$19.69	$20.30	$20.91	$21.52	$22.13
3	$17.65	$18.26	$18.87	$19.48	$20.09	$20.71	$21.32	$21.93	$22.54
4	$17.65	$18.26	$18.87	$19.48	$20.09	$20.71	$21.32	$21.93	$22.54
5	$17.65	$18.26	$18.87	$19.48	$20.09	$20.71	$21.32	$21.93	$22.54
6	$17.65	$18.26	$18.87	$19.48	$20.09	$20.71	$21.32	$21.93	$22.54
7	$17.65	$18.26	$18.87	$19.48	$20.09	$20.71	$21.32	$21.93	$22.54
8	$17.65	$18.26	$18.87	$19.48	$20.09	$20.71	$21.32	$21.93	$22.54
9	$18.16	$18.77	$19.39	$20.00	$20.61	$21.23	$21.84	$22.45	$23.07
10	$18.16	$18.77	$19.39	$20.00	$20.61	$21.23	$21.84	$22.45	$23.07
11	$18.16	$18.77	$19.39	$20.00	$20.61	$21.23	$21.84	$22.45	$23.07
12	$18.16	$18.77	$19.39	$20.00	$20.61	$21.23	$21.84	$22.45	$23.07
13	$18.16	$18.77	$19.39	$20.00	$20.61	$21.23	$21.84	$22.45	$23.07
14	$18.60	$19.22	$19.83	$20.45	$21.06	$21.68	$22.29	$22.91	$23.52
15	$18.60	$19.22	$19.83	$20.45	$21.06	$21.68	$22.29	$22.91	$23.52
16	$18.60	$19.22	$19.83	$20.45	$21.06	$21.68	$22.29	$22.91	$23.52
17	$18.60	$19.22	$19.83	$20.45	$21.06	$21.68	$22.29	$22.91	$23.52
18	$18.60	$19.22	$19.83	$20.45	$21.06	$21.68	$22.29	$22.91	$23.52
19	$19.10	$19.72	$20.33	$20.95	$21.57	$22.18	$22.80	$23.42	$24.03
20	$19.10	$19.72	$20.33	$20.95	$21.57	$22.18	$22.80	$23.42	$24.03
21	$19.10	$19.72	$20.33	$20.95	$21.57	$22.18	$22.80	$23.42	$24.03
22	$19.10	$19.72	$20.33	$20.95	$21.57	$22.18	$22.80	$23.42	$24.03
23	$19.10	$19.72	$20.33	$20.95	$21.57	$22.18	$22.80	$23.42	$24.03
24	$19.56	$20.18	$20.80	$21.41	$22.03	$22.65	$23.26	$23.88	$24.49
25	$19.56	$20.18	$20.80	$21.41	$22.03	$22.65	$23.26	$23.88	$24.49
26	$19.56	$20.18	$20.80	$21.41	$22.03	$22.65	$23.26	$23.88	$24.49
27	$19.56	$20.18	$20.80	$21.41	$22.03	$22.65	$23.26	$23.88	$24.49
28	$19.56	$20.18	$20.80	$21.41	$22.03	$22.65	$23.26	$23.88	$24.49
29+	$20.09	$20.70	$21.32	$21.94	$22.56	$23.18	$23.79	$24.41	$25.03

Board Approved: 01/13/2026

Addendum C

Supplements are payments for duties working with or having an impact on students. They are intended for specific responsibilities beyond the workday. The supplements are listed by level.

HIGH SCHOOL ATHLETIC SUPPLEMENTS

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

HIGH SCHOOL ORGANIZATIONS

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

High School Performing Arts		Value
Band Director		4,500
Band Director Assistant		1,600
Chorus Director I		1,000
Chorus Director II		2,000
Chorus Director III		3,000
Drama Director I		1,000
Drama Director II		2,000
Drama Director III		3,000
Drill Team		1,500
School Related High School		
Assistant Athletic Director		3,100
Activity Director		2,200
HS Student Services Manager		2,400
Ag Summer Service		2,500
Magnet Coordinator		3,200
Military Leadership		2,500
School Publication I		1,350
School Publication II		1,750
Graduation Coordinator		1,000
HS Academic Team		2,050
Fitness And Nutrition in Schools (FANS) Club Sponsor – 2 per school (subject to funding from the Marion County Hospital District)		1,000
Fitness And Nutrition in Schools (FANS) Learning Landscape and/or Greenhouse Teacher – 2 per school (subject to funding from the Marion County Hospital District)		1,000
High School Robotics Supplement – must participate in District initiatives		1,500
Supportive Enforcement Liaison – 1 per school (subject to funding from the Marion County Hospital District)		500

Middle School		Value
Athletic		
Intramural Coach (8)		650
Performing Arts		
Band Director Level I		1,000
Band Director Level II		1,300
Band Director Level III		1,500
Chorus Director Level I		1,000
Chorus Director Level II		1,300
Chorus Director Level III		1,500
Middle School Organizations		
Yearbook		1,000
FFA Level I		1,000
FFA Level II		1,300
FFA Level III		1,500
Math Counts		1,000
Academic Team		1,000
School Publications-Web/Newspaper		1,000
School Related Middle School		
Ag Summer Service		1,100
Fitness And Nutrition in Schools (FANS) Club Sponsor – 2 per school (subject to funding from the Marion County Hospital District)		1,000
Fitness And Nutrition in Schools (FANS) Learning Landscape and/or Greenhouse Teacher – 2 per school (subject to funding from the Marion County Hospital District)		1,000
Middle School Art Supplement – must participate in District initiatives, including but not limited to Superintendent's Art Show, Christmas Parade, Music Festivals		1,000
Middle School Drama Supplement – must participate in District initiatives, including but not limited to Superintendent's Art Show, Christmas Parade, Music Festivals		1,000
Middle School Robotics Supplement – must participate in District initiatives		1,000
Supportive Enforcement Liaison – 1 per school (subject to funding from the Marion County Hospital District)		500

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

District Assigned with approval of EDHR

		Value
Military Leadership		2,500
Career Education Facilitator		2,200
Facilities Manager		1,700
Special Events		1,200
Special Olympics		1,200
District Subject Area		1,200
Instructional Talent Developer–		1,100
District Enrichment Contacts		1,200
ESOL Resource Facilitator		2,090
MS/HS Academic/Activity I		500
MS/HS Academic/Activity II		1,000
MS/HS Academic/Activity III		1,500
NBPTS Certification (must maintain current certification and serve in area for which certified)		1,500

Lead Instructional Talent Developers (ITDs) – one (1) extra duty supplement per school: ES, MS, HS; must be Clinically Educator Certified and meet all requirements in the Lead ITD Agreement (subject to funding from Referendum dollars and school need)		2,200
Professional Development Certification Program (PDCP) Mentors – extra duty supplement: ES, MS, HS; must be Clinically Educator Certified and meet all requirements in the PDCP Mentor Agreement (subject to funding from Referendum dollars)		2,200
District Lead Social Worker – extra duty supplement, includes but is not limited to representing colleagues at community meetings/events; must be fully certified		2,500
Licensed Clinical Social Workers – extra duty supplement; must be fully certified and licensed (subject to funding from the State Mental Health Grant)		2,500
FDLRS/Springs Learning Resource Specialist – extra duty supplement, includes travel, virtual and face-to-face trainings; to begin in 2021-2022 SY (subject to funding from the FDLRS/Springs Grant)		2,500

Addendum D – Health Plan

Marion County School Board – 2025 Health Plan Overview – Active Employees

See next four pages.

Florida Blue
In the pursuit of health

2025 Health Plan Overview
Active Employees

MCPS
MARION COUNTY PUBLIC SCHOOLS
"Helping Every Student Succeed"

Blue Options	Plan 1	Plan 2 Health Savings Account (HSA) Compatible		Plan 3	Plan 4
Employee Deductions (Per Paycheck)					
Single Coverage	**$0.00**	**$19.18**		**$54.43**	**$127.96**
Family Coverage	**$200.86**	**$166.09**		**$384.67**	**$571.65**
Family (Spouse also employed full time at MCPS)	**$122.20**	**$87.13**		**$260.42**	**$447.41**
Plan Features – Amount Member Pays					
Calendar Year Deductible (CYD) Per Person / Family Aggregate		**Single Deductible**	**Family Deductible**		
▪ In-Network	$2,000 / $4,000	$1,650	$3,300	$1,500 / $4,500	$500 / $1,000
▪ Out-of-Network	Combined w/In-Network	$2,500	$5,000	Combined w/In-Network	Combined w/In-Network
Coinsurance % of covered services paid by you after CYD					
▪ In-Network	20%	20% / 25% (Option 2 hospitals)		20%	20%
▪ Out-of-Network	40%	40%		40%	40%
Out of Pocket Maximum Per Person / Family Aggregate	Includes CYD, Coinsurance, Copays and Rx	Includes CYD, Coinsurance, Copays and Rx		Includes CYD, Coinsurance, Copays and Rx	Includes CYD, Coinsurance, Copays and Rx
▪ In-Network	$6,350 / $12,700	$5,000		$3,000 / $6,000	$2,500 / $5,000
▪ Out-of-Network	$7,350 / $13,700	$10,000		$5,000 / $10,000	$5,000 / $10,000
General Healthcare					
Physician Office Visits [1]					
▪ In-Network Family Physician	$25 Copay	CYD +20%		$25 Copay	$20 Copay
▪ In-Network Specialist	$75 Copay	CYD +20%		$75 Copay	$75 Copay
▪ Out-of-Network Provider	CYD +40%	CYD +40%		CYD +40%	CYD +40%
TELADOC: Physician Phone or E-Visit	$10 Copay	CYD +20%		$10 Copay	$10 Copay
▪ Customer Service: 1-800-835-2362					
▪ Email help@teladoc.com					
Urgent Care Centers					
▪ In-Network	$35 Copay	CYD +20%		$35 Copay	$35 Copay
▪ Out-of-Network	OON Ded +$35 Copay	OON Ded +20%		OON Ded +$35 Copay	OON Ded +$35 Copay
Independent Clinical Lab Services					
▪ Quest Diagnostics (*Exclusive* In-Network Provider) 1-866-697-8378	$0 Member Cost	CYD +20%		$0 Member Cost	$0 Member Cost
▪ Out-of-Network Lab Providers	CYD +40%	CYD +40%		CYD +40%	CYD +40%
Preventive Healthcare (Wellness)					
Annual Adult Wellness / Well Child Care Services (CYM, INN)	Unlimited	Unlimited		Unlimited	Unlimited
Routine Physical Exams and Immunizations					
▪ In-Network Family	$0 Member Cost	$0 Member Cost		$0 Member Cost	$0 Member Cost
▪ In-Network Specialist	$0 Member Cost	$0 Member Cost		$0 Member Cost	$0 Member Cost
▪ Out-of-Network (unlimited)	40% (No CYD)	40% (No CYD)		40% (No CYD)	40% (No CYD)
Preventative Care (age restrictions apply) (INN/ONN)					
▪ Mammograms	$0 Member Cost	$0 Member Cost		$0 Member Cost	$0 Member Cost
▪ Routine Colonoscopy	$0 Member Cost	$0 Member Cost		$0 Member Cost	$0 Member Cost

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

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

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2025 Health Plan Overview
Active Employees

MCPS
MARION COUNTY PUBLIC SCHOOLS
"Helping Every Student Succeed"

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

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

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2025 Health Plan Overview
Active Employees

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

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

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	Plan 1	Plan 2 Health Savings Account (HSA) Compatible	Plan 3	Plan 4
Other Facilities and Provider Services				
Ambulatory Surgical Center Facility Services				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	$100 Copay
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Provider Services at Hospital and ER				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	INN CYD +20%	INN CYD +20%	INN CYD +20%	INN CYD +20%
Radiology, Pathology, Anesthesiology Provider Services at an Ambulatory Surgical Center				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	INN CYD +20%	INN CYD +20%	INN CYD+20%	INN CYD +20%
Provider Services at Locations other than Office, Hospital and Emergency Room				
▪ In-Network Family Physician	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ In-Network Specialist	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Home Health Care *CareCentrix 1-877-561-9910*	CYM60 visits	CYM60 visits	CYM60 visits	CYM60 visits
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Outpatient Therapy [1] and Spinal Manipulations	CYM75 visits (includes 26 Spinal Manipulations)	CYM75 visits (includes 26 Spinal Manipulations)	CYM75 visits (includes 26 Spinal Manipulations)	CYM75 visits (includes 26 Spinal Manipulations)
▪ In-Network Specialist	$75 Copay	CYD +20%	$75 Copay	$75 Copay
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Skilled Nursing Facility	CYM60 days	CYM60 days	CYM60 days	CYM60 days
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Hospice - Unlimited				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Durable Medical Equipment (DME) (Prosthetics / Orthotics) [2]				
▪ In-Network	CYD +20%	CYD +20%	CYD +20%	CYD +20%
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Maternity				
▪ In-Network Specialist (initial visit only)	$75 Copay	CYD +20%	$75 Copay	$75 Copay
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%
Allergy Injections				
▪ In-Network Family Physician	$10 Copay	CYD +20%	$10 Copay	$10 Copay
▪ In-Network Specialist	$10 Copay	CYD +20%	$10 Copay	$10 Copay
▪ Out-of-Network	CYD +40%	CYD +40%	CYD +40%	CYD +40%

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

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

Addendum E

Memoranda of Understanding

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

Current MOU:

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