

COLLECTIVE BARGAINING AGREEMENT

WITNESSETH:

WHEREAS, the Board and the Association have engaged in collective bargaining with respect to wages, hours, and terms and conditions of employment for members of the certified bargaining unit, and

WHEREAS, the parties desire to reduce their Agreement with respect to such matters in writing,

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

ARTICLE 1.00 RECOGNITION

Section 1.01 This Agreement is between the Marion County Public Schools (hereinafter the MCPS or the District) and the Marion Essential Support Personnel of the Florida Education Association (hereinafter the Association).

Section 1.06 The following definitions shall apply for all purposes of this Agreement:

Administrator – shall refer to an employee’s immediate supervisor, unless otherwise indicated. The term “Administrator” or “Administrators” shall refer to any and/or all of the following MCPS classifications: Program Manager, Assistant Principal, Principal, Coordinator, Supervisor, Director, Executive Director, Assistant Superintendent, and Superintendent.

Employee(s) – shall refer to those persons occupying any of the classifications covered by this Agreement.

Fiscal Year – shall refer to the District’s business/financial year, which runs from July 1 to June 30.

Working Days – shall refer to those (Monday through Friday) days, excluding Holidays recognized by this Agreement, during which schools are scheduled to be and are, in fact, open. Effective 2005

Section 1.20 The Board hereby recognizes the Association as the bargaining representative for collective negotiations in the determination of the terms and conditions of employment for those employees in the bargaining unit certified by the Public Employees Relations Commission in its certification order #845 which reads as follows:

INCLUDED: All full-time employees of the School Board of Marion County in the following classifications: account clerk, attendance clerk, bookkeeper, career lab specialist,

career mentor ESE, clerk generalist, clerk specialist, classroom substitute, clerk typist, compensatory ed. Tech., computer lab tech, CPR technician, computer manager, computer operator, data entry clerk, educational interpreter, ESE career mentor, ESOL paraprofessional, field trip clerk, guidance clerk, health clinic assistant, instructional paraprofessional, job coach, library assistant, information processing assistant, paraprofessional, PE technician, property clerk, receptionist, registrar, special populations tech, social worker assistant, teacher assistant, video clerk and such positions as from time to time may be included in the clerical, and assistant pay categories of pay schedule who would not otherwise be classified as confidential. *REVISED 2004*

EXCLUDED: All managerial employees, all confidential employees, and all employees not specifically included. *REVISED 1998*

Section 1.30 The wages, hours, terms and conditions of employment provided in this Agreement shall remain in effect until changed by written, mutual consent. The parties agree that their undertakings in this agreement are mutual.

Section 1.40 Any individual contract (written or implied) between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

Section 1.50 This agreement shall constitute a binding obligation of both the Employer and the Association.

ARTICLE 2.00 ASSOCIATION RIGHTS

Section 2.01 Upon prior approval of the building principal and the Superintendent, the Association and its representatives shall be allowed to use school building facilities for Association meetings. Such meetings shall not cause interference with or interruption of a school service or function. When special services are required as a result of such use, the Association shall pay a reasonable charge.

Section 2.02 Staff meetings may be extended for a time period of approximately 10 minutes to the building representative of the Association for the purpose of announcements and dissemination of Association news, provided that the extension of this time is requested by the building representative prior to the beginning of the staff meeting. When it is not possible for the principal to hold a monthly staff meeting with the entire staff, the MESP building representative may request to hold an MESP meeting once a month during non-student contact time at the beginning or the end of the work day or at lunch time. The principal shall approve the time and place of the meeting in advance. *REVISED 2001*

Section 2.03 The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulleting boards, at least one of which shall be provided by the Board in each building or facility to which bargaining unit members may be assigned. The Association may use the internal document delivery service of the Employer, without U.S. Postage, and employee mailboxes for communication to bargaining unit members. The Association shall be a regular stop on the courier route subject to normal courier schedules and restrictions as apply to schools. In those schools

where electronic bulletin boards and electronic mailboxes are available, the Association shall enjoy similar rights with respect to those media. *Revised 2004*

Section 2.031 All members of the bargaining unit will have an individual mailbox, inbox or tray. *EFFECTIVE 2003*

Section 2.04 The Employer agrees to furnish to the Association in response to reasonable requests all available information in order to assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of bargaining unit members. The Association shall reimburse the Board for reasonable charges of this material.

Section 2.05 The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

Section 2.06 It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions.

Section 2.07 Upon conclusion of any meeting scheduled by the Administrator for employees, the worksite representative shall be given the opportunity to make announcements relating to official business of the Association, or the Association president or his/her designee may make announcements in lieu of the Association representative. Continued attendance by employees for these announcements shall be voluntary.

Section 2.08 Employees of the Board who are members of the bargaining unit for which the Association has been certified as bargaining representative and who elect to become members of the Association may execute and deliver to the Association an assignment authorizing payroll deduction of the Association's membership dues and uniform assessments for the transmittal to the Board subject to the conditions of this agreement.

Section 2.09 An authorization for dues deduction pursuant to the provisions of Section 2.08 shall continue thereafter unless revoked by the employee. Revocation notice must take place at the UniServ Office on a Board-provided form available at the UniServ Office. Revocation notice may occur during the first ten (10) working days of any school semester. The employee will be responsible for delivering the form to the Board. Deductions will cease following receipt by the Board of revocation notice. *REVISED 2001*

Section 2.10 The Association's right to payroll deduction, unless revoked pursuant to Florida Statute 447.507, shall be in force for so long as the Association remains the certified bargaining agent for the employees in the bargaining unit.

Section 2.11 No later than July 1st, the Association shall certify to the Board the total amount of uniform dues and assessments for the period commencing July 1, and ending June 30, which is to be deducted from the salary of an employee authorizing such deduction pursuant to the provisions of Section 2.08.

Section 2.12 Commencing in the month of August, the Board, pursuant to an employee's authorization, pursuant to Section 2.08, will deduct 1/20 of the amount certified

by the Association pursuant to Section 2.11 from the regular salary check of an employee.
REVISED 2001

Section 2.13 Association dues and uniform assessments deducted by the Board pursuant to an employee's authorization under Section 2.08 shall be remitted to the Association on or before the 10th working day following the end of the calendar month in which such deduction was made.

Section 2.14 It is expressly understood and agreed that in the event of a conflict between the terms of this Agreement and any authorization for dues deduction submitted to the Board, the provisions of this Agreement shall prevail.

Section 2.15 The Association agrees that it will indemnify and hold the Board harmless from any claim or demand asserted by an employee against the Board by virtue of the Board's performance of the provisions of this Agreement.

Section 2.16 Negotiations Procedures

A. In the calendar year in which this Contract expires, the Association agrees to give proposals for a successor Contract by July 1 and to enter into negotiations on or before July 1st, or at a mutually agreed upon time. The total Contract negotiated shall be reduced to writing and signed by the Board and the Association.

B. If any provision or application of this Contract is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. Then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall either meet within 30 days to reopen negotiations on that provision or application, or mutually agree to deal with the matter in subsequent negotiations.

C. There shall be two official signed copies of the final Contract. One copy shall be retained by the Board and one by the Association. The parties agree to share the cost of printing 1400 copies of this Contract and any amendments hereto in a format and at a cost which are mutually agreed upon. The Association shall be provided with 1200 copies for distribution to employees.

Section 2.17 The members of the bargaining unit at each worksite shall have the right to an election conducted by MESP for a School Committee. Such Committee, however, shall not have fewer than three (3) members. Upon request of either party, the Committee shall have the right to meet with the worksite supervisor to hold discussions which will include, but not be limited to, the following areas: i.e. problems at the worksite relating to the implementation of this Agreement, safety matters, worksite restructuring teams, accountability teams, or personnel matters. Further, the initiating party will submit to the other at least twenty-four (24) hours prior to the meeting an agenda covering the proposed meeting.

Section 2.18 All positions on committees dealing with terms and conditions of employment, task forces, councils and/or bodies created or maintained by the Employer which are to be filled or occupied by bargaining unit members shall be appointed/selected by the Association. The President will provide a list of committee positions, including work

location, to the Employee Relations Department by September 1 of each year.

The creation of the calendar for 220-day IPA's will be more representative to those affected and will include IPA's. *REVISED 2003*

Section 2.181 Alternate members may be appointed for the Insurance Committee and the Employee of the Year Committee. The alternate will be a non-voting member of the committee unless s/he represents the unit in the absence of the original committee member. *EFFECTIVE 2004*

Section 2.19 Employee Relations Committee: Representatives from MESP will meet with the Superintendent on a quarterly basis to discuss issues of concern to either party. A written agenda will be provided 48 hours in advance.

Section 2.20 Prior to the final decision regarding the scope of the Extended School Year workday, a meeting will be held prior to February 15th with representatives of MESP for input. *REVISED 2003*

Section 2.21 District correspondence related to the terms and conditions of employment will be sent to the Association. *EFFECTIVE 1996*

Section 2.22 When the School Board receives an application for a charter school, MESP will receive a copy of the application following the close of the application period. MESP will within 10 working days of receiving Charter School Application, or a mutually agreed upon extended time frame, notify the School Board's bargaining agent of any anticipated impact of the charter school on the wages, hours, and the terms and conditions of employment of the bargaining unit members it represents. MESP may request negotiations concerning the anticipated impact with the understanding that such negotiations must be completed prior to the school board taking official action on charter school applications. *EFFECTIVE 1996*

Section 2.23 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 job 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. *EFFECTIVE 1996*

Section 2.24 The Association will be entitled to 100 hours of Association Leave, pending administrator approval. Association Leave will not be subject to the guidelines of Section 7.19 of the Collective Bargaining agreement. If a substitute is required, the Association will reimburse the district the cost of the substitute. *REVISED 2004*

Section 2.25 Members of the bargaining unit will have the opportunity to do an annual assessment of building principals or their equivalent supervisor. *EFFECTIVE 2003*

ARTICLE 3.00
EMPLOYER RIGHTS

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

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

Section 3.12 It is expressly understood by and between the Union and the Employer that no provision of this Agreement shall be construed so as to abridge the authority and power of the Employer as established by constitutional provision, Statute or State Board of Education Regulations adopted, enacted or having an effective date subsequent to commencement of the term of this Agreement, provided, however, that none of the terms of this contract shall be deemed a waiver by the Union or individual employee of any rights otherwise secured by law.

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

ARTICLE 4.00
GRIEVANCE PROCEDURE

Section 4.10 For the purposes of this Article, the term "grievance" means any dispute between the Employer and one or more employees involving the interpretation or application of the current Collective Bargaining Agreement. The following matters shall not be the basis of any grievance filed and/or processed under the Grievance Procedures of this Agreement.

1. The termination of services of any probationary employee.
2. Assigning to any probationary employee an additional period of probation.
3. Any complaint respecting termination of employment for which there is another remedial procedure or forum established by law or regulation having the force of law, provided, however, that a teacher aide, secretary or clerk may use this grievance procedure to grieve a termination under Article 6.00.

Section 4.11 Informal Level: When a cause for complaint occurs, the affected bargaining unit member(s) shall request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Administration shall have five (5) days to respond. The Association may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the results of the meeting, he/she may formalize the complaint in writing as provided hereunder. In the event that the written request for Informal Meeting is refused or there is no response, the grievance will proceed to Step II. *REVISED 1998*

Section 4.12 The aggrieved or their specified representative shall have the right, within ten (10) working days of occurrence, or knowledge of the occurrence, to present a formal grievance in accordance with the following procedure. *REVISED 1998*

STEP 1 The grievant may submit to his/her immediate supervisor the grievance in writing with a copy to the Superintendent. The grievant's immediate supervisor shall investigate the grievance and, together with the grievant, shall make every effort to resolve the grievance. The supervisor shall, within ten (10) working days of the date that the grievance was submitted, adjust the grievance to the satisfaction of the grievant or give the grievant a written explanation of his/her reasons for finding against the grievant and upon request of the grievant, send a copy thereof to the Association.

STEP 2 If the grievant is not satisfied, within ten (10) working days of the date the grievant's immediate supervisor finds against the grievant, the grievant/Association shall file a request for review with the Superintendent or his/her designee. The Superintendent or his/her designee shall hold a meeting with the grievant and the Association within 10 working days. The grievant's immediate supervisor, the grievant and his/her representative shall each be notified of the time and place of the meeting. At such meeting, the grievant, the Association and the Superintendent shall be given an opportunity to appear, give testimony and request the attendance of other board employees as witnesses. The grievant and his/her representative and his/her immediate supervisor shall be given an opportunity to appear and give testimony. Within five (5) working days of said meeting, the Superintendent or his/her designee shall make his/her finding and shall notify all parties of his/her finding.

STEP 3 If the grievant is not satisfied with the disposition of the grievance made by the Superintendent, the grievant/Association shall have the right within five (5) working days of the date the grievant receives notice of the Superintendent's disposition of the grievance, to file a request for review by the Board, on a form prescribed by the Board. The Superintendent shall cause the matter to be placed on the agenda of the next regular or special meeting of the Board and shall promptly transmit to each member of the Board a copy of the request for review, the original grievance, and the written decisions of the immediate supervisor and Superintendent. Notice of the date and time of such meeting shall be given to the grievant and the Association. The Board shall, at the next regular or special meeting following receipt of a request for review, either (a) affirm the decision of the Superintendent, or (b) fix a date for hearing, within fifteen (15) days following the date of the meeting at which the request for review was considered. At such hearing the grievant, the Association and the Superintendent shall be given an opportunity to appear, give testimony and request the attendance of other Board employees as witnesses. If the Board elects to conduct a hearing in the manner prescribed above, it shall, at the conclusion of such hearing, either affirm the decision of the Superintendent or make other appropriate

disposition of the grievance notifying all parties concerned of its decision.

STEP 4 If the grievant is not satisfied with the disposition of the grievance by the Board, the Association may within five (5) working days of the receipt of the Board's decision, notify the Board through the Superintendent, of its intention to submit the grievance to binding arbitration. A list of three (3) arbiters shall be requested from the American Arbitration Association. The grievant or his/her representative shall have the right to strike one arbiter from the list, the Superintendent or his/her designee shall have the right to strike one arbiter from the list, and the remaining arbiter shall then be requested to hear and make final and binding disposition of the grievance. If the arbiter selected by this procedure is unable to hear the grievance, then three (3) additional names of arbiters will be requested from the American Arbitration Association and the selection procedure will be repeated. The cost involved in the exercising of arbitration shall be borne equally by the Board and the grievant, unless the arbiter makes a finding on the record, that the party requesting arbitration acted in bad faith or without substantial cause, in which event the costs involved in the exercising arbitration shall be borne by the party requesting arbitration. Each party shall pay its own representative's fees and costs in arbitration.

Section 4.13

- (a) The time limits provided in this Article shall be strictly observed, but may be extended by mutual written consent of the Association and the MCPS.

REVISED 2005

- (b) The grievance steps provided in this Article shall be strictly observed, but may be waived by mutual written consent of the Association and the MCPS.

EFFECTIVE 2005

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

Section 4.15 No employee shall be discriminated against in any way for filing or processing a grievance under the procedures set forth above. *EFFECTIVE 2001*

ARTICLE 5.00 EMPLOYMENT CONDITIONS

Section 5.01 (a) The District agrees that employees shall be entitled to full rights of citizenship, and shall not be denied any statutory rights. The private and personal life of any bargaining unit employee is not within the appropriate concern or attention of the District, except when it impacts upon the employee's performance.

- (b) Recognizing that they are representatives of the District, employees shall dress appropriately both for their classifications and for the environments in which they work. Clothing shall be clean, not revealing, and not torn or frayed. *EFFECTIVE 2005*

Section 5.02 No bargaining unit member shall be disciplined without just cause.

Section 5.03 (a) When any aspect of job performance as indicated by an employee's Classification Description is less than satisfactory, the Progressive Discipline

System (PDS) will be used. The purpose of the Progressive Discipline System (PDS) is to assist the employee in understanding that a performance problem exists and that there is an opportunity to correct the problem.

The PDS shall consist of the following steps:

Step 1. The Administrator shall notify the employee regarding the deficiencies in the employee's work performance and discuss the Administrator's specific expectations for improvement.

Step 2. If the problem persists, the Administrator shall again discuss the problem with the employee and issue a Verbal Reprimand. The Verbal Reprimand shall be documented by a memorandum indicating the date on which the Step 1 discussion was conducted, the date the Verbal Reprimand was issued, and a summary of the discussion at Step 2.

Step 3. If the problem persists, the Administrator shall issue a Written Reprimand.

Step 4. If the problem persists, the employee shall receive written notification of his/her placement on the NEAT Procedure, which will consist of the following:

N – Notice: The Administrator shall provide the employee with written notice of the continuing performance problem.

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

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

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

Step 5. If the employee's performance has not improved to a Satisfactory level by the conclusion of the NEAT Procedure, the employee shall be terminated from employment.

(b) Nothing contained in Paragraph (a) of this Section shall be interpreted to preclude the District from issuing appropriate discipline (e.g., Verbal Reprimand, Written Reprimand, Suspension without Pay, Termination from Employment, etc.) in response to misconduct other than that addressed in Paragraph (a) of this Section.

Generally, the District will follow a policy of corrective and progressive discipline whereby less severe forms of discipline are imposed prior to resorting to the imposition of more severe sanctions for the same or similar misconduct.

The District specifically reserves the right to issue more severe discipline (i.e., Termination from Employment) in response to a first occurrence of egregious misconduct. *Revised 2005*

Section 5.04 In the event of complaint by a parent, student or other individual with regard to conduct that could result in disciplinary action against the bargaining unit member or in a negative evaluation of that bargaining unit member, the following procedure shall be followed:

1. A conference held between the bargaining unit member, and the building administrator concerning said complaint in order to determine the validity of same.
2. A second conference among the person making the complaint (if a student, their parent(s) shall be present), the bargaining unit member, and the building administrator if so requested by the bargaining unit member and/or building administrator in order to hear, resolve, or dismiss said complaint.
3. If a written report of any complaint is included by the building administrator in a bargaining unit member's personnel file and the bargaining unit member chooses to respond in writing to said report, the bargaining unit member's responses shall be included in his/her personnel file. The above procedure will not be followed in cases concerning sexual abuse or child abuse.

Section 5.05 A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.

Section 5.06 A bargaining unit member will have the right to review the contents of all records, maintained at the worksite or County Office, of the Employer pertaining to said bargaining unit member. Upon request, copies of the file shall be provided within 48 hours for a reasonable charge. The employee may attach a rebuttal to any information in the file with which he/she does not agree.

Section 5.07 Persons employed through the use of funds provided through Local, State or Federal programs shall be treated in all respects as regular bargaining unit members and shall be covered by and comply with all terms and provisions of this Agreement.

Section 5.08 The Employer shall provide adequate rest areas, lounges and restrooms, that are appropriately equipped, for bargaining unit member's use.

Section 5.09 All bargaining unit members will be entitled to two (2) fifteen (15) minute relief times except that bargaining unit members working less than the normal workday may receive one (1) fifteen (15) minute relief time. Bargaining unit members working overtime will be entitled to an additional fifteen (15) minute relief time.

Section 5.10 Bargaining unit members shall be granted sufficient time during the work day in which to put away equipment and supplies and for the purpose of personal clean-up.

Section 5.11 New employees or those with changes in duties and responsibilities shall have their duties explained to them by the building administrator at the time of assignment.

Section 5.12 Effective 1999-2000 assignments for the health clinic or for the application of health related responsibilities shall be given at the beginning of the school year and shall be voluntary. Similarly, designation as First Responder shall be voluntary. *EFFECTIVE 1998*

Section 5.13 Smoking shall be permitted outside the buildings.

Section 5.14 The Garcia decision shall apply to all overtime work. Overtime shall be on a rotating basis beginning with the most senior bargaining unit member qualified to perform the duties.

Section 5.15 Members of the bargaining unit shall not be subjected to harassment, including verbal abuse, or interference by a parent or any other person, in the performance of the unit member's duties. Additionally, if a parent or any other person becomes abusive to a bargaining unit member, the individual shall not be expected to remain as a participant in a meeting or any other activity. Verbal abuse includes such things as: abusive language, screaming, yelling, insults, threats, repeated profanity, and upbraiding. Harassment includes: chronic, continuous badgering. The administrator will take the necessary steps to ensure safety, civility and protection for the employee.

An administrator shall not be considered in violation of this section when providing input during a performance evaluation meeting with a member of the unit unless abusive behavior as listed above occurs. *EFFECTIVE 2002*

Section 5.16 Extended day childcare provided by the MCPS will be available at ½ the approved fee schedule for children of bargaining unit employees who have residential custody as defined in School Board Policy 5.20. This discount will also apply to "Drop-In" rates. *REVISED 2005*

In the event that the MCPS, in its sole discretion, provides extended day childcare through a third party vendor, the discount provided in this Section will not apply.

Section 5.20 Use of Reasonable Force - An employee may use reasonable force as is necessary to protect him/her from attack. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible, to prevent injury.

Section 5.21 Social Work Assistants will have the autonomy to make safety decisions in the field regarding continuing or discontinuing a call. *EFFECTIVE 2001*

Section 5.22 All on-the-job accidents and injuries must be reported to the worksite administrator and/or designee who shall report the incident to the risk manager immediately.

Section 5.23 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board shall notify affected employees of the results of any tests conducted for hazardous

conditions when a safety hazard is identified. An employee shall be required to report any unsafe conditions to the responsible administrator for review and appropriate action.

Section 5.24 The payments of any medical expenses incurred as a result of an assault on an employee by a student or other injury sustained in the line of duty shall be subject to the medical schedule and regulations governing Worker's Compensation.

Section 5.25 No employee shall be disciplined for refusal to work in an unsafe or hazardous situation where there is an imminent danger to the employee's health, safety or well-being, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention. No employee shall be required to search for bombs.

Section 5.26 The Employer or its designated representative shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who are disruptive or who repeatedly violate rules and regulations.

Section 5.30 For each classification, job descriptions will be developed and/or maintained. Said descriptions shall be developed by the Employer. Input may be asked of those eligible for Association membership. The descriptions shall be given to employees upon request. Descriptions will include at a minimum: (a) job title and description; (b) minimum requirements; (c) examples of work performance, and (d) necessary special requirements. The Job Description Committee will convene during the developmental stages of the new or amended job descriptions prior to the presentation to the School Board.

Section 5.301 Elementary Secondary Education Act (ESEA) test requirement and notification: Employees will receive their test scores and will be responsible for providing Personnel with the documentation of a passing score and providing a copy to their administrator. *EFFECTIVE 2002*

Section 5.302 Phoning substitutes for other employees' absences may not be assigned to members of the bargaining unit. *EFFECTIVE 2004*

Section 5.31 Evaluations of bargaining unit member's performance shall be based upon said job descriptions.

Section 5.32 Only District approved forms will be used for assessment. *EFFECTIVE 2001*

Section 5.33 All benefits of employment shall cease on the first day of unauthorized leave for an employee who is separated from employment under conditions of abandonment of position. An employee who is absent without authorized leave of absence for three (3) consecutive work days shall be deemed to have abandoned the position and to have resigned from employment.

Section 5.34 The Employer shall provide, without cost to the bargaining unit member, the following:

- a. Approved first aid kits and materials in all work areas;

- b. Adequate and approved safety equipment.

Section 5.35 A conflict between a bargaining unit member and their immediate supervisor that cannot be resolved by the employees shall be resolved by the building administrator.

Section 5.36 Employees shall be appointed for an initial period of 90 working days, during which time such employees shall be considered on probationary status. *REVISED 2005*

Section 5.37 If, at any time during the 90 working days probationary period, an Administrator determines that the employee should not be retained, the Administrator shall immediately recommend termination of the employee to the Employment Services Division of the Human Resources Department which shall process the termination. *REVISED 2005*

Section 5.38 If, upon expiration of the 90 working day probationary period, an employee has not be terminated and no recommendation for termination has been made, the employee's status shall be continued from year to year. All employees will be evaluated by the end of their probationary period based upon the performance of their job duties. *REVISED 2005*

Section 5.39 Observations made in preparing the assessment(s) shall be made in a candid and open manner. The final assessment and conference will be given prior to May 1st, to a member of the bargaining unit by an administrator. In some cases, verbal input may be provided by individuals having some direct supervisory authority over the employee. At any time during the year when a deficiency is noted, the administrator will meet with the employee and put the NEAT procedure in process. *REVISED 1998*

Section 5.391 When a grievance is filed over the timeliness of evaluations, the timelines listed in Article 4 (Grievances) will be halved so the grievance may be processed prior to the end of the school year. *EFFECTIVE 2004*

Section 5.40 The normal work year for school year bargaining unit members shall be according to work assignment. The normal work year for all other (full year) bargaining unit members shall be twelve (12) months, July 1 through June 30. The normal work week for all bargaining unit members is Monday through Sunday. The normal work day for non-instructional personnel shall include a duty-free lunch period of at least thirty (30) minutes duration. *Revised 2004*

Section 5.401 Prior to May 1st, all bargaining unit members shall be given notice of their assignments for the next school year. Assignment changes will be announced only after the administrator has had a personal consultation with the affected employee. *EFFECTIVE 2004*

Section 5.41 INVOLUNTARY TRANSFERS: This section shall apply to any situation requiring the transfer of one position from one work center to another. This shall not be construed as to apply to the assignment or reassignment of personnel from any pool having resulted from implementation of the layoff/recall provisions of this contract. Additionally, this shall not apply to situations arising out of the implementation of federal, state or local regulations or guidelines governing specific programs.

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

Volunteers for position(s) available in the same job classification.

If more volunteers than positions, then:

First: Highest seniority (number of years in district)

Second: If years of service the same, a racially balanced staff will be the determining factor.

Third: Decision by approval of both building administrators.

If an inadequate number of volunteers in the same job classification, then:

First: Lowest seniority (number of years in district)

Second: If years of service the same, a racially balanced staff will be the determining factor.

Third: Decision by approval of both building administrators.

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

Section 5.42 In the event of an involuntary transfer within the same classification, an employee will maintain the same number of hours in their workday and there will be no loss of pay. *EFFECTIVE 1996*

Section 5.43 Summer School Process: Position(s) will be filled by selecting someone from within the bargaining unit at the school site, then (if needed) someone from within the bargaining unit from any school site.

Additionally, the statement above is intended to be a guideline. The building administrator may have the option to select the bargaining unit member who is most suited for a position.

Section 5.44 A letter will be sent to all administrators advising them that contract provisions also apply to summer school employment.

Section 5.45 Accountability - MESP will conduct an election for unit representation on the School Advisory Committee.

Section 5.46 The Association will participate in developing the checklist of statutory and contractual requirements for School Improvement Plans. *EFFECTIVE 1999*

Section 5.47 The Board will provide the Association with a copy of all school improvement plans as they are received prior to Board approval. *REVISED 1998*

The Parties agree that assisting schools to improve their delivery of instruction to students is a mutual goal. When School Advisory Councils contemplate including in their school improvement plans items that are not in accordance with the Collective Bargaining Agreement, they must submit a request for waiver. The MESP and the Board bargaining teams shall meet within 10 days of the receipt of the request for waiver to discuss the disposition of the request. Any school, including those identified as critically low performing, may request a waiver subject to the following provisions:

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

If both Parties approve the waiver, the waiver will be granted for one (1) year, shall

apply only to the school requesting the waiver, will be part of the contract, and will be subject to the grievance procedure. A request to continue a waiver beyond one school year must be re-submitted through the entire process each school year and accompanied by verification of the success of the previous year's waiver.

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

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

Section 5.48 Some inservice for unit members will be determined through the School Improvement Plan. District level inservice will be provided during compensated time. An employee may attend an inservice at another worksite provided their Building Administrator approves and their Building Administrator has received the approval of the Building Administrator providing the inservice.

Section 5.49 Staff Development will conduct a survey and needs assessment by March 1st to formulate a professional development program for the following year. *EFFECTIVE 1999*

Section 5.50 Release time, after the student day, shall be permitted for representatives to attend countywide meetings provided that the approval of the building principal has been received. *EFFECTIVE 2001*

Section 5.70 Communicable Diseases - Communicable diseases shall be as defined by the Florida Department of Health.

Section 5.71 In the event that a child with an on-going or chronic communicable disease is allowed, by policy or by law, to attend school, all bargaining unit members potentially having contact with the student shall be notified in advance of the child's placement and/or return to school. The Employer shall provide inservice instruction in hygienic practices and management to members coming into contact with students having such communicable disease.

Section 5.72 If a bargaining unit member in the receiving classroom is exposed to a special risk in working with the student, for example as a result of, but not limited to, pregnancy, the Employer will reassign the bargaining unit member to another position. If the bargaining unit member in the receiving classroom is not at special risk, but nonetheless desires not to come in contact with the affected student, the Employer will seek volunteers from among qualified bargaining unit members.

Section 5.73 The Association recognizes that the Employer may be required by law to provide certain "related services", for example: changing diapers, clean intermittent catheterization (CIC) and tracheotomy cleaning, to special education students. In the event provision of these related services involves contact with students having communicable

diseases, the provisions of Communicable Diseases shall apply. When related services require expertise, the Employer will provide the services via trained personnel.

- A. Training shall be provided at the Employer's expense, with compensation to the bargaining unit member for any overtime required to receive training.
- B. The Employer has obtained written permission from the student's parents and/or guardian(s) authorizing the procedure to be performed by a lay person with the level of training received by the bargaining unit member.
- C. When possible, a witness will be made available during execution of the procedure. The Employer shall indemnify and save bargaining unit members harmless from any liability resulting from their provision of related services to students.
- D. Medical Procedures - All medical procedures will be reviewed to determine procedures to be performed by medical and non-medical personnel. The document, *Guidelines for the Delineation of Roles and Responsibilities for the Safe Delivery of Specialized Health Care in the Educational Setting*, and a medical doctor will be used to set the standard of those procedures not specified in FS 1006.062(3). *EFFECTIVE 1996*

Section 5.80 A vacancy shall be defined as a newly created bargaining unit position or a present position that is not filled or has been vacated by an employee. All known vacancies will get posted at work centers on a monthly basis. The official updated vacancy list will be posted and maintained at the Personnel Office. All vacancies will be posted in the Personnel Office and on the Hotline for five (5) working days prior to filling. Vacancies at the worksite will be posted concurrently with the district posting. *REVISED 2004*

Section 5.801 Positions filled on a temporary basis for personnel on leave or during the position period shall not require posting. Temporary positions will be posted as soon as it is known they will become a permanent position. *REVISED 2004*

Section 5.81 Principals will make employees aware of potential new positions in the staffing plan prior to the end of the school year. *EFFECTIVE 1999*

Section 5.82 Summer School positions will be posted at each worksite as soon as they have been approved.

Section 5.83 An employee who has been working at a work location shall have the right to apply for transfer to another work location within the same job classification, or a promotion for which they meet the minimum training and experience requirements.

Section 5.84 An application for transfer initiated by an employee pursuant to Section 5.83 shall be in writing and on a standard form prescribed by the Board. Vacancies will be filled based on qualifications related to the work scope of the position. Board-initiated transfers may occur at any time for just cause, i.e., financial reasons, closing and opening of new schools etc.

Section 5.85 A new employee or a member of the bargaining unit being placed into a replacement position will be informed of the implications of this status through a written explanation. *EFFECTIVE 2001*

Section 5.86 An employee covered by this Agreement shall notify the District's Executive Director of Human Resources, or his/her designee, within 48 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 Title XXXI, Chapter 435.04(2) of the *Florida Statutes*. The term "conviction" shall include: pleas of guilty, findings of guilt, convictions, withholdings of adjudication, commitments to pre-trial diversion programs, and pleas of nolo contendere.

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

Employees who are found to be in violation of this provision shall be subject to discipline up to, and including, termination for cause. *EFFECTIVE 2005*

Section 5.87 Cell phones shall not be used when in direct contact with students or during paid working hours (except for the break times provided in Section 5.09 of this Agreement), except to receive emergency calls. Employees in direct contact with students in remote locations (e.g., classrooms without phones, playground areas, field trips, etc.) may use their cell phones as they would a classroom phone.

Nothing contained in this Section shall excuse employees working in correctional facilities from complying with the rules/regulations of those facilities regarding the possession and use of cell phones. *EFFECTIVE 2005*

ARTICLE 6.00 LAYOFF AND RECALL

Section 6.01 The following definitions shall apply for purposes of this Article only.

1. LAYOFF - The decision of the Superintendent to reduce one or more employees because of a determination by the Board to reduce staff, due to reorganization, decline in enrollment, or budgetary restrictions.
2. RECALL - A written offer by the Superintendent to nominate for reappointment an employee who has not been reappointed or has been terminated during the year solely because of a determination by the Board to reduce staff.
3. SENIORITY - The length of continuous service by PSN date within the school system including layoffs and approved leaves of absence.
4. RIGHT OF FIRST REFUSAL - Current displaced employee will have one opportunity to be offered a vacant position prior to the vacant position being offered to someone else. *EFFECTIVE 2001*
5. SCHOOL LEVEL - Pre-Kindergarten, Elementary School, Middle School, High School. *EFFECTIVE 2001*

Section 6.02 In the event the Board determines to reduce the number of positions filled by those employees in this certified bargaining unit positions shall be identified by job classification at work location. Teacher Assistants will be grouped by ESE Teacher Assistants, Pre-K Teacher Assistants, and Grade Level Teacher Assistants as opposed to one

classification of Teacher Assistant for purpose of Reduction in Force and Layoff and Recall.
REVISED 2001

Section 6.03 A recall list of those employees laid off pursuant to Section 6.02 shall be maintained by the School District Personnel Department for twelve (12) months from the date the employee was laid off. After that date, the recall list and all rights to recall, whether expressed or implied, shall be null and void. *REVISED 2001*

Section 6.04 Recall to a job classification identical to the job classification last held by the employee will result in an employee being removed from the recall list.

Section 6.05 All employees on the recall list will be responsible for supplying the District Personnel Office with a correct telephone number and address where the employee may be reached at all times.

Section 6.06 Failure by the employee to respond in writing to recall within seven (7) calendar days of the recall shall constitute a resignation.

Section 6.07 Right to recall shall be by seniority in the last job classification held by the employee.

Section 6.08 Recall to a job classification other than the job classification last held by the employee shall be subject to the conditions of probationary employment delineated by Section 5.36 and 5.38 of this Agreement.

Section 6.09 Time on layoff shall constitute continuity of service for purpose of layoff and recall only.

Section 6.10 Time on layoff shall not be used to compute service time for pay purposes.

Section 6.11 Employees on probationary status shall not be eligible for the provisions of this Article.

Section 6.12 In the event of a necessary reduction in work force, the Employer shall first lay off probationary bargaining unit members, then bargaining unit members with the least district seniority in the positions identified. In no case shall a new employee be employed by the Employer while there are laid off bargaining unit members who are qualified for a vacant or newly created position.

Section 6.13 In the event of a reduction in the work hours in a department, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority in the same classification on the work schedule.

Section 6.14 A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits

to the Employer. Laid off bargaining unit members shall be recalled in order of district seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit member who has served more than two (2) calendar months in a classification, and did satisfactorily complete the probationary period, shall be deemed qualified for any position in that classification. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given seven (7) calendar days from receipt of notice to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the seven (7) day period. Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.

Section 6.15 Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by time stamped (hour, minute, second) or by drawing lots if the time and date is not stamped on PSN. Lots will be drawn by the affected personnel.

Section 6.16 The Employer shall prepare, and maintain the seniority list. The initial seniority list shall be prepared within thirty (30) workdays after the effective date of this Agreement with revisions and updates prepared semi-annually thereafter; and when mandatory transfers are required. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

Section 6.17 Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or transfer to a non-bargaining unit position.

Section 6.18 When all members of the Reassignment Pool have been called back to work, members of the MESP Bargaining Unit who have been involuntarily transferred to a different school level (i.e. middle school to elementary school, high school to middle school) or different classification will have the Right of First Refusal for transfers to previous level or classification as they become available. This will be offered by classification and then seniority. *EFFECTIVE 2001*

ARTICLE 7.00 LEAVE OF ABSENCE

Section 7.10 Leave of absence is defined as permission granted by the Board or allowed under its rules for an employee to be absent from his/her duties for a specified period of time. Leave shall be officially granted in advance and no leave may be granted retroactively; provided that sick leave as defined in Section 7.15 may be deemed to be

granted in advance, provided that the employee has made every reasonable effort to promptly report such absence and the reasons therefore in a manner consistent with school procedures and for those employees who are assigned to duties in a non-school-based specialization area in a manner consistent with the non-school-based departmental procedures.

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

Section 7.12 All leaves of absence of employees from duty shall be duly authorized and granted. Absence from duty without approved leave shall be cause for discharge and forfeiture of all rights and privileges of employment.

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

Section 7.14 The unused portion of sick leave shall accumulate from year-to-year without limitation. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

Section 7.15 Sick Leave - An employee who is unable to perform his/her duty in his/her position because of illness, or because of the illness or death of father, mother, brother, sister, husband, wife, child, other close relative or member of his/her own household, and consequently has to be absent from his/her work shall be granted leave of absence for sickness by the Superintendent or by someone designated in writing by him/her to do so. The following provisions shall govern sick leave.

Section 7.151 Provisions of the Family Medical Leave Act may apply. *EFFECTIVE 1998*

Section 7.152 In accordance with FL 1012.61(2)(e), an employee may authorize, or donate to, his or her spouse, child, parent, or sibling who is also a district employee the use of his/her sick leave that has accrued. *EFFECTIVE 2004*

Section 7.16 Each non-probationary member of the bargaining unit employed on a full-time basis shall be entitled to four (4) days of sick leave at the end of the first month of employment each school year and shall earn one (1) day at the end of each month thereafter. However, no employee may earn, during a fiscal year, more than a total of one (1) day of sick leave for each month of employment. There is no limit placed on the number of sick leave days a member of the bargaining unit may accrue.

Section 7.17 Compensation - Any individual so employed shall receive full compensation for the time justifiably absent on sick leave as prescribed above in Section 7.15.

Section 7.18 Claim for Sick Leave must be filed. Any employee who finds it

necessary to be absent from his/her position because of illness shall notify his/her administrator before the beginning of the work day on the day on which he/she must be absent, except for emergency reasons recognized by the Superintendent as valid. An employee shall, before claiming and receiving compensation for the time absent from his/her duties while absent because of sick leave as prescribed in this section, make and file by the end of the pay period following his/her return from such absence, with the Superintendent, a written certificate which shall set forth the day or days absent, that such absence was necessary and that such person is entitled to receive pay for such absence in accordance with the provisions of Florida Laws 1012.66-1012.61; provided, however, the Superintendent may require a certificate from a licensed physician or from the county health officer.

Section 7.19 Personal Leave Chargeable to Sick Leave (Compensated). The School Board shall permit six (6) days of absences, chargeable to cumulative sick leave each year for personal reasons, provided that the employee apply for such leave at least three (3) working days in advance; that no more than 5% or 2 (whichever is greater) of the non-instructional employees at any one school center shall be absent on any one given day for this type of leave. (Attendance at Association activities cannot be used as a reason for denying personal leave for personal use). Specific personal leave may be denied, if, in the principal's opinion, the employee's absence would cause undue hardship or interruption of vital school services (this provision does not apply to non-instructional employees attending State Association activities). Further, it shall be the responsibility of the employee to note on the leave request that it is the employee's wish that the personal leave request be chargeable to his/her cumulative sick leave.

Section 7.20 The School Board shall permit the employee to use up to four (4) of the six (6) personal leave days cited in Section 7.19 for sudden, urgent, unforeseen occurrences which require an employee to be away from his/her immediate supervisor. Applicants for leave under this provision shall submit (in advance when possible) to their immediate Administrator the regular application for leave form.

Section 7.21 Personal Leave (Uncompensated) - Personal leave without pay may be taken by an employee provided that:

- A. The principal or building supervisor's permission has been secured in advance;
- B. A valid written reason has been given to the employee's principal or building supervisor consistent with the provisions of Section 7.13.
- C. The employee's absence will not cause undue hardship or interruption of vital school services; and
- D. The request for leave is for the remainder of the present regular school term or less.

Section 7.211 Provisions of the Family Medical Leave Act may apply. *EFFECTIVE 1998*

Section 7.22 Parental Leave - Employees shall be entitled to leave without pay, not to exceed one (1) year in duration, incident to the birth or adoption of a child. Upon filing of an application for maternity leave (the disability), the employee shall provide a written

statement to the Administrator from the attending physician stating the disability. The statement shall include the commencement date and the estimated termination date of the leave.

Parental leave shall continue for the balance of the school year unless otherwise mutually agreed by the Administrator and the employee. If no agreement is reached between the employee and Administrator, then the employee shall have the right to apply for other vacancies within the District if the employee is properly qualified for the vacancy and can produce a medical statement attesting ability to return to work. If after the employee applies to return to work in the District, and a position cannot be secured, the employee shall have the right to accept other full-time remunerative employment for the balance of that school year.

Earned sick leave may be used incident to an employee's pregnancy, when requested.

Section 7.23 Military Leave - A full-time employee of the Board may be granted a military leave of absence provided that:

- A. He or she is inducted into the Armed Services via the Selective Services Act or volunteers in lieu of induction.
- B. He or she enlists in the Armed Services during the period our forces are engaged in combat.
- C. He or she is recalled to active service from a reserve status or he or she is called to fulfill requirements for reserve status.

Section 7.24 Jury Duty - When it becomes necessary for an employee to serve on jury duty or subpoenaed for in-line-of-duty reasons, he/she shall notify his/her Administrator and the Superintendent. The employee shall submit a leave request to his/her immediate Administrator with a copy of the notice to serve on jury duty or subpoenaed for in-line-of-duty reasons attached thereto. The employee will receive full salary while serving on jury duty or subpoenaed for in-line-of-duty reasons.

Section 7.25 Illness-In-The-Line-Of-Duty-Leave as provided for and in compliance with Florida Statute 321.41 which states in part: "Any member of the non-instructional staff shall be entitled to illness-in-the-line-of-duty leave when he/she has to be absent from his/her duties because of a personal injury received in the discharge of duty or because of illness from any contagious or infectious disease contracted in school work".

Section 7.26 Education Leave - Education Leave is defined as leave granted to members of the unit for the purpose of enrolling in a college level program to improve their knowledge and skills in their current position or to prepare them for a higher level position within the Marion County School System. Leave may be approved for up to two years but must be approved annually. Compensation during the education leave will not be provided by the School Board.

For the leave to be initially approved, proof of enrollment acceptance must be provided to Personnel. For continued approval for the second year, transcripts or grade reports must be provided to Personnel.

The position occupied by the employee will be held only until the end of the education leave for the employee. The position may be filled by a replacement individual.

Section 7.261 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 year at a time, (i.e. 3 hours per week or one day per week), that Education Leave shall be granted.
EFFECTIVE 2002

Section 7.30 Sick Leave Bank: The parties agree to establish a sick leave bank subject to eligibility requirements and limitations set forth below. The purpose of the bank shall be to assist in offsetting the effects of verified catastrophic illness or injury which may afflict a member of the bank.

Section 7.31 Membership: An employee shall be eligible for membership by voluntarily donating one (1) day of his/her accrued sick leave to the bank. In order to donate, the employee must also have been a full-time employee for a period of at least one (1) year and have an accrued sick leave balance of not less than six (6) days at the time the bank is established or replenished.

Section 7.32 Withdrawal: A member of the sick leave bank may draw up to sixty (60) days of sick leave from the bank if:

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

Section 7.33 Administration: The administration of the sick leave bank shall be vested in a committee of employees which shall include three (3) teachers selected by the MEA, one representative selected by the MESP, and four employees representing other groups selected by the Superintendent. The Committee shall review all requests to determine eligibility and number of days to be drawn from the bank by an individual. The Committee shall maintain records pertinent to the bank which shall be available to the MESP upon request, provided that all medical records shall be treated as confidential information. The decision of the Committee to deny benefits shall be final, but an employee may request reconsideration of his/her request. The Committee shall establish such forms and procedures as needed to effectively perform its functions.

Section 7.34 Abuse of Sick Leave Bank: The abuse of the sick leave bank by an employee shall be cause for discipline. The employee shall reimburse the sick leave bank if abuse is established.

Section 7.35 Replenishment: When the sick leave bank has one hundred (100) days remaining, the bank shall be replenished by asking for voluntary contributions from persons who are members. A member who declines to contribute to the replenishment shall be

withdrawn from the bank.

Section 7.36 Establishment: The Committee referred to in 7.33 shall establish a feasible method of informing employees of the benefit and shall establish feasible arrangements to facilitate the bank being operational by January 1, 1987. Initial contributions to the bank must equal five hundred (500) days for it to become operational. If sufficient interest is not shown, no sick leave shall be shifted to the bank.

Section 7.37 Lapse of the Bank: If sufficient interest does not continue to maintain a balance of at least one hundred (100) days, the bank shall lapse upon exhaustion of remaining days.

Section 7.38 Contributions: Once each year, the bank shall be opened for a period of two weeks for employees who are eligible to contribute to and join the bank. The committee established in 7.33 shall establish the appropriate dates or time frame for opening the bank.

Section 7.40 The District agrees to implement an Employee Assistance Program (EAP) no later than April 1, 2006. The EAP shall be capable of providing a comprehensive program of counseling and referral services regarding alcohol and substance abuse, mental health services, family and domestic issues, stress management, and health and wellness.

ARTICLE 8.00

Section 8.10 COMPENSATION

(a) All employees covered by this Agreement shall receive a pay increase of thirty seven cents (\$0.37) per hour, with retroactive effect to July 1, 2005.

2005-2006 Salary Schedule

Pay Grade	Step A 0 - 3 years completed	Step B 4 - 15 years completed	Step C Beginning 16th year
C-1	\$10.87	\$11.22	\$11.57
C-2	\$11.67	\$12.02	\$12.37
C-0*	\$11.77	\$12.12	\$12.47
C-3	\$12.27	\$12.62	\$12.97
C-4	\$12.57	\$12.92	\$13.27
C-5	\$12.82	\$13.17	\$13.52
C-6	\$13.12	\$13.47	\$13.82
C-7	\$13.57	\$13.92	\$14.27
C-8	\$14.52	\$14.87	\$15.22

Revised 2005

** Paraprofessionals who have achieved NCLB certification.*

(b) The District shall conduct a study of the classifications covered by this Agreement to be concluded no later than May 5, 2006.

Section 8.11 (a) Previous work experience outside of the District shall not be considered for placement on the "B" or "C" pay level. *REVISED 2005*

(b) Employees who are promoted, reclassified or reallocated shall be placed at the same pay level (“A”, “B”, or “C”) in their new classification as they occupied in their former classification. *REVISED 2005*

(c) Employees are placed on the “A” level for three (3) Fiscal Years.

(d) Research will begin on counties granting out of district experience for purposes of placement on the compensation schedule. *REVISED 1998*

Section 8.12: (a) CLASSIFICATIONS

CLASSIFICATION	PAYGRADE
ACCOUNT CLERK	C4
ATTENDANCE CLERK	C2
BOOKKEEPER	C6
CAREER LAB SPECIALIST	C6
CAREER MENTOR, ESE	C4
CLERK GENERALIST	C1
CLERK SPECIALIST	C3
CLASSROOM SUBSTITUTE	C1
CLERK TYPIST	C2
COMPENSATORY ED. TECH	C8
COMPUTER LAB TECH	C6
CPR TECHNICIAN	C6
COMPUTER MANAGER	C8
COMPUTER OPERATOR	C5
DATA ENTRY CLERK	C4
EDUCATIONAL INTERPRETER	VARIED
ESE CAREER MENTOR	C4
ESOL PARAPROFESSIONAL	C2
FIELD TRIP CLERK	C4
GUIDANCE CLERK	C2
HEALTH CLINIC ASSISTANT	C1
INSTRUCTIONAL PARAPROFESSIONAL	C1
JOB COACH	C4
LIBRARY ASSISTANT	C1
INFORMATION PROCESSING ASSISTANT	C2
PARAPROFESSIONAL	C2
PE TECHNICIAN	C6
PROPERTY CLERK	C7
RECEPTIONIST***	C1
REGISTRAR	C3
SPECIAL POPULATIONS TECH	C6
SOCIAL WORKER ASSISTANT	C2
TEACHER ASSISTANT	C1
VIDEO CLERK	C1

- (b) Receptionists hired on or after 07/01/2000 will work 186 days, 6 hours per day, at Pay Grade C1
- (c) Effective with the 04/11/2005 pay period, those paraprofessionals covered by No Child Left Behind who have provided the Employment Services Division with documentation for an Associate Degree, 60 college credits, or passed the rigorous exam to be highly qualified under NCLB will be moved from Pay Grade C1 to Pay Grade C2. Thereafter, qualified paraprofessionals will be moved from Pay Grade C1 to Pay Grade C2 upon presentation of their credentials.
- (d) The objective of the parties is to make every effort to obtain parity for qualified paraprofessionals by phasing in the attainment of Pay Grade C6 by 2006-07. *EFFECTIVE 2004*
- (e) When the Superintendent determines that the duties and responsibilities of a position are not appropriately described in any existing classification description, he/she may create a new classification and assign said classification to a Pay Grade on an appropriate Salary Schedule.
- (f) When the Superintendent determines that a classification is no longer needed, he/she may abolish the classification.
- (g) When the Superintendent determines that the duties and responsibilities of a position have materially changed over a period of time, he/she 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 shall be placed in the new classification, unless the incumbent does not meet the minimum qualifications of the new classification.
- (h) When the Superintendent determines that 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 Salary Schedule, he/she may reallocate a classification to either a higher or lower Pay Grade.

Reallocated employees will incur no loss of pay, but will have their pay rate "frozen" until their pay rates equate to their new pay grades.

- (i) Before any changes to a classification contained in this bargaining unit are provided to the Superintendent for his/her review, they shall first be submitted to the Association and to the Job Description Committee established by Section 5.30 of this Agreement. The purpose of the submission of any such changes is to provide both the Association and the Job Description committee with an opportunity for timely input.
- (j) Wage or salary changes resulting from any change to a classification shall be effective at the beginning of the next bi-weekly payroll period following the date of approval by the School Board.
- (k) Decisions of the School Board regarding classification(s) shall be final and binding.
- (l) A copy of the District's Staffing Plan, as approved by the School Board, shall be furnished to the Association each Fiscal Year. *REVISED 2005*

Section 8.20 METHOD OF COMPENSATION - Members of the bargaining unit shall be paid biweekly for the number of hours worked and/or for paid leave used.

Employees shall earn sick leave on a pro rata basis for working during the summer

months in bargaining unit positions. *REVISED 1998*

Section 8.21 An incentive supplement will be available to employees beginning July 1, 1994 for those completing at least 50 Inservice hours.

Section 8.22 Members of the bargaining unit who participate in workshops outside the workday will receive a stipend of \$5.00/hr. Those who participate in Summer Institutes will receive a stipend of \$10.00/hr. When members of the bargaining unit attend workshops for the instructional unit, they will receive the same stipend as that received by the instructional unit. *EFFECTIVE 2001*

Section 8.23 Employees working Summer School will be paid at their experience level of pay for the position for which they are hired for Summer School. *REVISED 2001*

Section 8.24 Warehouse, print room, and property clerks who are required or who elect to wear a uniform will be paid a \$4.00/week clothing allowance. *REVISED 1999*

Section 8.25 Members of the bargaining unit whose job responsibility includes travel from one site to another will receive mileage at the same rate as other district employees. *EFFECTIVE 2004*

Section 8.26 TERMINAL PAY - Personnel of this Board shall be eligible to receive terminal pay at normal retirement, or to his/her beneficiary if service is terminated by death, as follows: (a) After ten (10) years and through twelve (12) years - daily rate time 1/2 accumulated sick leave earned with the Marion County School Board, (b) During the 13th year and over - daily rate times 100% of accumulated sick leave earned with the Marion County School Board.

To be eligible for terminal pay, an employee shall notify the School Board of his/her anticipated date of severance 60 days prior to June 30 in the fiscal year immediately preceding anticipated severance. Indications of intent to retire at the time of reappointment shall be considered proper notice. Terminal pay costs shall be considered a part of the Board fringe benefit package for the fiscal year in which they occur. Failure to provide proper notification shall result in terminal pay benefits being paid at the beginning of the next fiscal year which is July 1, unless the severance is for reasons which are beyond those which could be anticipated by a reasonably prudent person.

Section 8.27 RETIREMENT - Normal retirement shall be that defined in Section 122.08 Florida Statutes 1965 or Section 121.021(29) Florida Statutes 1970, which contains minimum requirements for years of aggregate service as well as certain age requirements.

Section 8.28 An employee who elects to resign without filing for state retirement, but meets all other requirements for terminal pay, may be entitled to terminal pay as stated above. Employees terminated for cause shall not be eligible for terminal pay.

Section 8.30 HOSPITAL AND MEDICAL INSURANCE - The Board will make available (premium paid by Employer) a comprehensive hospital-surgical-major medical health care program for each employee. This comprehensive program will incorporate the "usual, customary, and reasonable" benefit schedules with a maximum life-time benefit of \$1,000,000.00. Deductions will be taken from the first twenty paychecks. *REVISED 1996*

Section 8.31 DEPENDENT INSURANCE - The Board will make available to each employee the insurance coverage described in Section 8.30 for eligible dependents, said dependent coverage to be paid for by the employee through payroll deduction. Deductions will be taken from the first twenty paychecks.

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

Section 8.33 LONG TERM DISABILITY AND OPTICAL INSURANCE - The Board will make available a long term disability plan and optical insurance plan, said coverage to be paid for by the employee on a payroll deduction basis providing that ten (10%) percent of all Board employees subscribe and, further, providing that a private insurance company can be found to offer such a plan. Deductions will be taken from the first twenty paychecks.

Section 8.34 DENTAL INSURANCE – The Board will make available a Dental Insurance Plan providing benefits for employees and eligible dependents to be paid for by the employee on a payroll basis. The employee may select a High or Low option. Deductions will be taken from the first twenty paychecks.

Section 8.35 (a) The District shall provide each employee with term life insurance protection in the amount of one and one-half (1.5) times his/her base salary, subject to a minimum of \$20,000, that shall be paid to the employee's designated beneficiary. This insurance shall include Accidental Death and Dismemberment (AD&D) coverage and a Waiver of Premium provision.

(b) In addition to the insurance provided in Paragraph (a) of this Section, the District shall offer employees \$30,000 of term life insurance at the current rate to be paid for by the employee on a payroll deduction basis from the employee's first 20 paychecks of the year. This insurance shall include Accidental Death and Dismemberment (AD&D) coverage and a Waiver of Premium provision.

Section 8.36 CAFETERIA PLAN/SECTION 125 FLEXIBLE BENEFIT - All members of the bargaining unit are eligible to participate in the Cafeteria Plan/Section 125 Flexible Benefit Plan.

Section 8.37 The Board agrees to include in its notice to employees of increased cost of benefits a column indicating the amount of the increase. *EFFECTIVE 1998*

Section 8.40 VACATIONS - Vacation time shall be scheduled and individual assignments made solely by the administrative head of the department. To the extent possible, individual assignments at each work location shall be based on the first choice of

those employees with the greatest seniority in classification at that work location.

Section 8.41 Vacation accrued rate for 12-month employees shall be consistent with State Statute and State Board of Educational Regulations.

Section 8.50 Beginning with the 2002-03 School Year, the Board recognizes New Year's Day, July 4th, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day as paid holidays. Employees will be eligible for these holidays when they occur during their work period. The Board recognizes Memorial Day as a paid holiday for 12-month employees only. *REVISED 2001*

ARTICLE 9.00 DURATION OF AGREEMENT

Section 9.10 This Agreement shall be effective retroactively as of July 1, 2005, and shall continue in effect through June 30, 2007.

Section 9.20 The Board and the Association agree to reopen negotiations on the below listed items not later than July 1, 2005 and July 1, 2006.

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

Section 9.30 IN WITNESS WHEREOF, The Association and the MCPS have caused their names to be subscribed hereto by their duly authorized officers or representatives this _____ day of _____, 2006

SCHOOL BOARD OF MARION COUNTY

CHAIRPERSON OF THE BOARD

SUPERINTENDENT

MARION ESSENTIAL SUPPORT PERSONNEL
FEA-NEA

PRESIDENT

EXECUTIVE DIRECTOR

MEMORANDUM OF AGREEMENT

A committee will meet for the purpose of recommending upgrades for credentialed paraprofessional employees (including ESOL) and all other paraprofessionals. *EFFECTIVE 2003*

During the 2003-04 school year, administrators will be encouraged to apply for overtime when it is needed to provide accurate data of the number of working days necessary for the completion of work done by IPA's. *EFFECTIVE 2003*

MEMORANDUM OF AGREEMENT

TA letter to administrators and one to IPA's re: applying for overtime during specific busy times during the year. These times are predictable, although extenuating circumstances can be explained.

Human Resources will send out a memo to all administrators reminding them of the evaluation deadline date. *EFFECTIVE 2004*