

# *Collective Bargaining Agreement*

2018-2021

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Between The  
District School Board of Madison  
County, Florida

And The

Madison County Education Ass  
AFT Local #4375, FEA, NEA,  
Madison, Florida



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EDUCATIONAL SUPPORT PROFESSIONAL

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## **PREAMBLE**

This Agreement made and entered into this 4<sup>th</sup> Day of December, 2018, by and between the District School Board of Madison County, Florida, hereinafter referred to as the "BOARD" and the Madison County Education Association, hereinafter referred to as the "ASSOCIATION", representing the non- instructional employees per PERC certification number 708 issued May 15, 1986.

## **ARTICLE I – RECOGNITION**

- (A) Subject to State or Federal Legislation  
This Agreement, or any supplement thereto, is subject to any valid applicable Federal Legislation, Executive Orders or State Legislation.
- (B) Recognition of the ASSOCIATION  
Pursuant to its obligations under Chapter 447, Florida Statutes, the BOARD recognizes the ASSOCIATION as the exclusive bargaining agency with respect to wages, hours, terms and conditions of employment for persons employed in categories listed in P.E.R.C. Case No. RC-86-004.
- (C) Recognition of the BOARD  
The ASSOCIATION recognizes that the management of the schools of Madison County is the responsibility of the BOARD. The ASSOCIATION therefore recognizes that right of the BOARD to appoint an exclusive agent or agents to conduct all matters directly related to contract negotiations, i.e., matters of substance, during contract negotiations. It is agreed that nothing herein shall be considered to limit or deprive the ASSOCIATION of its rights or use of the grievance procedure on any matter pertaining to wages, hours and terms and other conditions of employment.

## **ARTICLE II – DEFINITIONS**

The terms defined herein shall have the following meanings whenever and wherever used in this Agreement:

- 1) Bargaining Agent – Shall mean the Madison County Education Association;
- 2) Grievance – Shall mean all allegations by a grievant that a specific Article or Section of this Agreement has been violated;
- 3) Grievant – Shall mean any member of the bargaining unit who initiates a grievance;
- 4) Employer – Shall mean the District School Board of Madison County, Florida, or its agents;
- 5) Days – Shall refer to county office working days, exclusive of holidays or weekends unless otherwise mentioned;
- 6) End of the School year – Shall be at 4:00 p.m. on the final day of the contractual period for members of the bargaining units;



- 7) Unit Member – Shall mean any person employed by the BOARD in any category listed in the definition of “Bargaining Unit”;
- 8) First Consideration – Shall mean that the Administration shall accept the application from unit members for advertised vacancies and shall process those applications and respond with a definite affirmative or negative answer prior to processing applications from outside the bargaining unit;
- 9) Transfer – Shall mean the removal of a unit member from one school/work center and relocation in another;
- 10) Reassignment – Shall mean to move a unit member from one assignment to another within the same work site;
- 11) Vacancies – Any unoccupied bargaining unit position authorized by the School Board;
- 12) Full-Time Employment – A unit member shall be considered as a full-time employee if hired in a regularly established permanent position during the fiscal year;
- 13) Regular Part-Time – A unit member hired prior to July 1, 2003 shall be considered as a regular part-time employee if hired for less than fifteen (15) hours per week. Unit members hired after June 30, 2003 shall be considered as a regular part-time employee if hired for less than twenty (20) hours per week.
- 14) Qualified – Shall mean meeting the requirements of the job as specified in the job description .

### **ARTICLE III – NEGOTIATIONS PROCEDURES**

(A) Reopening Negotiations

This Agreement shall be reopened for negotiations prior to June 15<sup>th</sup> of each year during the life of this Agreement. Both parties agree to reopen negotiations on the following items:

1. Salary and fringe benefits;
2. any items mutually agreed upon;
3. any items necessitated by a change in/of law.

The meetings will be selected so that the ASSOCIATION Negotiation team members will not be required to suffer any loss of pay.

(B) Ratification of Agreement

It is recognized that no final agreement between the parties may be executed without ratification by a majority of the BOARD and by a majority of the votes cast by the membership of the bargaining unit.

(C) Contract Maintenance

The BOARD negotiating team or designee will meet with one (1) or more representatives from the ASSOCIATION to discuss problems that may arise from the administration of this Agreement. Meetings will be held at a time convenient for both parties.



## **ARTICLE IV – IMPASSE PROCEDURE**

- (A) Resolution of Impasse will be handled as defined in Section 447.403, Florida Statutes, and by P.E.R.C. RULES given under Section 38D-19.05, Florida Administrative Code, unless otherwise agreed to by the parties.

## **ARTICLE V – GRIEVANCE PROCEDURE**

- (A) Purpose  
The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to the grievances, which may arise under the terms and conditions of this Agreement. Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- (B) Time Limits  
A grievance shall be processed rapidly. Time limits set forth in this procedure shall be considered maximum unless bilateral written agreement to extend them is made by the grievant and the Office of the Superintendent.
- (C) End of the Year Grievance  
In the event a grievance is filed at such time that it cannot be processed through all steps of the grievance procedure by the end of the institution's school year, the grievance will be carried forward under the limits set forth herein, and settled on the basis of the Agreement. An attempt will be made by both parties to expedite the handling of such grievances.
- (D) Released Time  
Grievances will be processed during the regular workday without loss of pay to the grievant and one (1) representative from the ASSOCIATION.
- (E) Filing  
Within thirty (30) days following the knowledge of an act or condition which is the basis for the grievance, the grievant may file a grievance with the immediate supervisor.
- (F) Representation  
All members of the bargaining unit shall have the right to ASSOCIATION representation at Level One, Level Two, Level three and Level Four of the grievance procedure if desired. Any unit member may also present his/her own grievance. Copies of the employer's answer given at each level beyond the informal level of the grievance procedure shall be delivered in writing to the ASSOCIATION.
- (G) Informal Discussion  
In the event that an individual member of the bargaining unit believes there is basis for a grievance, the individual shall first discuss the alleged grievance with the immediate supervisor or his/her designee.

(H) Level One

If, as a result of the informal discussion with the immediate supervisor in the school center where the grievance occurred, a grievance still exists, the grievant may invoke the formal grievance procedure. A written grievance setting forth the following information will be filed with the immediate supervisor and a copy furnished to the ASSOCIATION.

- 1) The specific Article or Section of this Agreement alleged to have been violated.
- 2) The date of the alleged violation and the date the grievance was filed.
- 3) The name of the unit member involved.
- 4) The fact(s) giving rise to the grievance.
- 5) The relief requested.
- 6) The signature of the grievant. The immediate supervisor, or his/her designee, shall have five (5) days after receipt of the grievance in which to hold a conference with the grievant and three (3) days thereafter to give a written decision.

(I) Level Two

If the grievance is not settled to the grievant's satisfaction, or if a written decision is not submitted within the designated time limits at Level One, the grievant may move the grievance to Level Two by written notice to the Superintendent or his designated representative. The Superintendent, or his designated representative, shall have six (6) days after receipt of the of the grievance to hold a meeting with the grievant and four (4) days thereafter to give a written decision.

(J) Level Three

- 1) If the grievance is not settled at Level Two to the satisfaction of the grievant, or if a written answer is not submitted within the designated time limits at Level Two, The ASSOCIATION may move the grievance to Binding Arbitration by notifying the BOARD within twenty (20) days of the receipt of the response or the expiration of the time specified in Level Two.
- 2) The arbitrator shall contact the representative of the BOARD and the ASSOCIATION President or the aggrieved, when he/she is presenting his/her own grievance, and hold hearings promptly and shall issue a decision no later than thirty (30) days from the date of the close of the hearings or final submissions.
- 3) The Arbitrator's decision shall be in writing and shall set forth findings of facts, reasoning and conclusions on the issue(s) submitted.
- 4) The decision of the Arbitrator shall be submitted to the BOARD and to the ASSOCIATION or the aggrieved, when he/she is presenting his/her own grievance, and shall be final and binding upon the parties.

- 5) It is understood and agreed that the Arbitrator shall have no right or power to add or to subtract from or change the terms of this Agreement or the supplements thereto and that the Arbitrator shall have no right or power to disregard any expressed provisions of this Agreement or supplements thereto.
- 6) All costs of arbitration, including fees and agreed upon expenses of the Arbitrator, shall be paid in equal portions by the BOARD and the ASSOCIATION or by the aggrieved when he/she is presenting his/her own grievance.
- 7) It is understood that the parties will make every effort to clearly define and agree upon the "Issue" before presenting the grievance to Arbitration.
- 8) Within five (5) days after the request for arbitration, the Superintendent and an official ASSOCIATION representative shall meet to select an arbitrator. If the parties are unable to agree upon an arbitrator, they shall utilize the services of the American Arbitration Association and its rules for selection of an arbitrator.

(K) Reprisals

No reprisals shall be invoked against any member of the bargaining unit for processing a grievance or for participating in any way in the grievance procedure. No documents of any kind or form pertaining to the initiation, processing or settlement of any grievance whatsoever shall be placed in the personnel file of any member of the bargaining units.

(L) Withdrawal

The grievant may withdraw the grievance at any point in the process as provided in this Article.

## ARTICLE VI – ASSOCIATION RIGHTS

- (A) The BOARD agrees that every member of the bargaining unit will be allowed to exercise the member's own prerogative to freely organize, to join, and to participate in the activities of the ASSOCIATION.
- (B) The ASSOCIATION and its representatives shall be permitted to use the District's facilities when such use does not interfere with or disrupt normal operations.
- (C) The ASSOCIATION and its representatives shall have the right to use, for the purpose of ASSOCIATION business only, school facilities and equipment, including typewriters, computers, calculators and duplicating equipment, and the inter-communication system



and audio-visual equipment at reasonable times when such equipment is not otherwise in use. Such use shall require the approval of the principal of the school if the ASSOCIATION pays the costs of all materials and supplies incidental to such use. Any damages to the above items must be adjusted to the satisfaction of the school principal before any further use can be arranged.

- (D) ASSOCIATION dues and uniform assessments, as established by the ASSOCIATION, shall be payroll deducted in equal installments. Written authorization by each participating member of the bargaining unit shall be delivered to the BOARD or by the ASSOCIATION. Such deductions shall commence thirty (30) days after authorization is delivered to the BOARD. No service charge shall be made by the BOARD.
- (E) ASSOCIATION representatives may be granted Temporary Duty Elsewhere Leave to attend school board meetings, conduct ASSOCIATION business during the regular work day when such activities cannot be accomplished at other times and these activities shall not interfere with "normal operations of the school", and for its duly authorized representatives to be present at regional, state or national level meetings which are designed to inform and educate such representatives concerning the performance of their duties and responsibilities. The BOARD shall grant Temporary Duty Elsewhere Leave to such representatives to attend said meetings. The ASSOCIATION shall pay any substitutes needed during such leave. The total number of days which may be granted to ASSOCIATION representatives shall not exceed thirty (30) days in any fiscal year. No individual unit member other than the ASSOCIATION President may use more than five (5) days of such leave without the approval of the Superintendent.
- (F) Should the Superintendent request the services of the ASSOCIATION President or designee in matters relating to negotiation or administration of the Agreement, the BOARD will grant Temporary Duty Elsewhere Leave for the time required. Obtaining and paying for the services of a substitute will be the responsibility of the BOARD. Should any member be appointed to a state wide committee by the Commissioner of Education, Governor, or any other high Department of Education Official to represent Madison County or the Profession in matters relating to education, the BOARD will grant Temporary Duty Elsewhere Leave for the time required. Obtaining and paying for the service of a substitute will be the responsibility of the BOARD. There will only be five (5) days allowed per individual or a total of fifteen (15) days for the district, unless previously authorized by the Superintendent.
- (G) The BOARD agrees to furnish the ASSOCIATION, upon request, available information, such information restricted to public documents, concerning the financial resources and conditions of the School District including, but not limited to: Annual Financial Reports, Register of Certified and Non-Certified Personnel, Tentative Budgetary Proposals presented in writing to the BOARD, Agendas, Minutes and all supporting papers of Board Meetings presented to individual Board members, Monthly Financial Statement, Pupil Census, membership and attendance data, names and addresses of all bargaining unit personnel, salaries paid thereto, and level of education and years of experience thereof. The ASSOCIATION shall pay all cost incurred from labor and materials necessary to duplicate this information upon invoice from the BOARD.

- (H) Suitable bulletin board space shall be provided at each school/work center for the purpose of displaying notices concerning the business activities of the ASSOCIATION. The ASSOCIATION shall furnish the bulletin boards. One (1) copy of all posted notices and documents will be routinely delivered to the immediate supervisor at the school/work site center at approximately the same time the notice is posted.
- (I) The BOARD shall routinely place as an item on the Agenda of each regular BOARD meeting any matters brought to it for consideration by the ASSOCIATION so long as those matters are not provided for in the Agreement and are made known to the Superintendent's Office eight (8) calendar days prior to said meeting.
- (J) The ASSOCIATION shall have the right to use school/work site mailboxes for communication with unit members.
- (K)
  - (1) The BOARD agrees to provide an Annual Leave of Absence, with pay, if needed and at the discretion of the Association to one elected officer of the ASSOCIATION to engage in ASSOCIATION activities directly related to the Association's duties as the certified bargaining representative of the unit members covered by the Agreement or to work for the Florida Education Association, the American Federation of Teachers, or the National Education Association.
  - (2) All costs associated with such leave shall be forwarded by the ASSOCIATION to the BOARD, in advance, on a quarterly basis. The costs shall include the salary as provided on the appropriate step of the salary schedule, the required contribution, by the BOARD, to the Florida Retirement System, the Board's and the officer's portion of any required Social Security (F.I.C.A.) payments, an amount equal to the Board's contribution for the full cost of health and dental insurance and any other costs normally associated with the Board's responsibility to an individual unit member, including, but not limited to, Unemployment Compensation Insurance, Worker's Compensation Insurance, etc.
  - (3) The officer so released shall continue to be an employee of the BOARD and shall advance annually on the appropriate step of the salary schedule for any year or each year so released to serve in the capacity of the Association's release time representative. There shall be no loss of seniority or any other right available to the officer under the law or the terms of this Agreement because of such paid leave.

## **ARTICLE VII – UNIT MEMBER RIGHTS**

- (A) A unit member shall be permitted to examine his/her personnel file and date and initial each item contained therein. A unit member shall be notified in writing within five (5) work days of any critical statement placed in his/her personnel files and upon receipt of such statement shall have the opportunity to rebut such statements in writing within twenty (20) days with the rebuttal to be placed in the member's personnel files. If the



rebuttal is substantiated by either informal or formal procedures, both documents shall be removed from the personnel file.

- (B) At any conference with his/her immediate supervisor which concerns the terms and conditions of employment or the interpretation or application of the Agreement, the unit member may have present ASSOCIATION representation of his/her choosing.
- (C) Whenever a principal/immediate supervisor fails to recommend the appointment of an annual contract unit member, the administrator shall notify the unit member by April 1 of his/her decision not to recommend reappointment. If April 1<sup>st</sup> falls on a weekend day, then notice shall be given on or before the last working day in March.
- (D) Unit members shall not be required to use their personal vehicles for school business. Unit members shall not use their personal vehicles to transport students without prior permission from an immediate supervisor except in cases of emergency when no other means of transportation is available. A unit member shall not transport students in his/her personal vehicle unless he/she carries liability insurance. If a unit member, upon request of the immediate supervisor, agrees to use his/her personal vehicle for school business, he/she shall be reimbursed at the mileage rate currently provided by the BOARD for use of personal vehicles. When a unit member transports students with the approval of an immediate supervisor, the BOARD will provide liability coverage as provided by law.
- (E) The ASSOCIATION and the BOARD recognize services will be required at times other than the regular contract days. Therefore, upon mutual agreement with their immediate supervisor, and subject to regular approval procedures, unit members may participate in activities consistent with their regular duties or areas of personal or professional expertise. Such participation when compensated as provided in Appendix A-1(F).
- (F) The private and personal life of any unit member is the concern of only that individual unless it directly interferes with the effective performance of his/her prescribed duties.
- (G) No punitive action against a unit member shall be taken on the basis of a complaint by a parent or other individual unless the matter is first discussed between the unit member and his/her immediate supervisor. Representation by the ASSOCIATION may be provided upon request of the unit member.
- (H) No unit member who has successfully completed his/her probationary period may be reduced in contractual status or compensation, be discharged, terminated, non-renewed, or otherwise separated from employment except for just cause and after a due process hearing before either the BOARD or Department of Administrative Hearings officer at the employee's option. In addition, no unit member may be reduced in compensation without just cause and after due process as provided herein. Unit member discipline shall be for just cause and after due process as provided herein. A unit member shall be considered a probationary employee until after the successful completion of two (2) years of service.
- (I) A unit member may be suspended or dismissed at any time during the term of his/her contract provided that charges against him/her are based on misconduct in office, in-



competency, gross insubordination, willful neglect of duty or conviction of a crime of moral turpitude. If charges are dropped or dismissed, or if the unit member is exonerated, the unit member shall be reinstated immediately at his/her former contractual status with reimbursement of lost compensation during the time of suspension or dismissal. Any unit member suspended by the Superintendent shall be entitled to full pay and fringe benefits pending the completion of action by the BOARD, on such suspension. The unit member shall have the option to request either a BOARD hearing or a Department of Administrative Hearings hearing. The BOARD may, at its option, withhold salary compensation and fringe benefits during such suspension except that insurance benefits shall be continued for any unit member until the final decision is rendered on the suspension or December 31<sup>st</sup> of the subsequent school year, whichever occurs first.

- (J) Under normal circumstances, School Related Personnel will not be terminated for disciplinary reasons, unless the following conditions prevail:
- 1) The unit member has been verbally warned of an infraction by the school principal/district office immediate supervisor which has been documented and receives two (2) subsequent written warnings for the same type of infraction during one (1) calendar year.
  - OR
  - 2) The unit member has been verbally warned of an infraction by the school principal/district office immediate supervisor which has been documented and receives three subsequent written warnings within two (2) calendar years.
- (K) No unit member shall be coerced, threatened or intimidated to submit a resignation in lieu of disciplinary action or low evaluation. It shall not be considered coercion, threatening or intimidating to inform a unit member that a low evaluation or disciplinary action will be made or instituted and that resignation is one option open to a unit member in responding to such low evaluation or disciplinary action and the unit member may deem it to be in his/her best interest to resign.
- (L) Administrators shall not reprimand a unit member in the presence of students, parents, or other employees.
- (M) All investigations by the BOARD into a complaint or charge against a unit member must be completed within ten (10) days, except in extenuating circumstances which involves an investigation by an outside entity.

## **ARTICLE VIII – WORKING CONDITIONS**

- (A) General Provisions
- 1) The BOARD and the ASSOCIATION agree that all unit members have a primary responsibility and all energies should be utilized to this end. Therefore, the BOARD agrees to provide all necessary supplies, materials and equipment to be utilized in the discharge of a unit member's responsibilities.

- 2) The BOARD agrees to a policy of non-discrimination against any member of the bargaining unit in regards to: Race; age; sex; sexual orientation; religion; national origin; handicap; participation in labor organizations; or, participation in a grievance.
- 3)
  - a) All newly hired or reassigned unit members shall be provided an orientation period by their immediate supervisor and a copy of a job description prior to officially assuming their employment duties and responsibilities.
  - b) Any fingerprinting and/or criminal background check of any current employee required as the result of changes in Florida or Federal Statutes shall be provided to the employee at BOARD expense.
- 4) Unit members shall not be required to perform their duties under conditions which may be unsafe or which are dangerous or hazardous to an individual's health and welfare. All work site environments shall be maintained in compliance with State and Federal Health and Safety laws and regulations.
- 5) Soliciting by sales personnel in the schools will not be permitted during the student day and unit members will not be required to attend meetings for commercial demonstrations which are devoted to "personal sales."
- 6) The BOARD may arrange for substitutes for absent School Related Personnel employees when possible. If no substitute can be secured for an absent employee, no unit member will be required to work beyond his/her normal workday without additional salary or compensatory time at the employee's option. In addition, a redistribution of work assignments can be scheduled when no substitute can be secured for an absent employee.
- 7) School Related Personnel Compensatory Time
  - a) Any School Related Personnel who is scheduled for a workweek longer than forty (40) hours shall receive compensation (pay or time, at the employee's option) for their employment in excess of the forty (40) hours at a rate of one and one-half times their regular rate. For School Related Personnel whose workweek is less than forty hours for excess time less than the forty hours, the compensatory time shall be earned at the regular rate and is not subject to overtime compensation. The one and one-half time applies only to hours above the forty-hour week.
  - b) Compensatory time off must have prior approval, in writing, by a site administrator.
  - c) Compensatory time will be applied to time used before sick, personal or annual leave is applied.

- 8) All unit members who work seven (7) hours or more per day will be entitled to a duty free meal period, scheduled by the supervisor, of 30 minutes.
- 9) a) Attendance at in-service activities shall be voluntary except as provided below:
- i) Those activities which are required by Federal or State law or regulation;
  - ii) Those school-based programs which are developed by faculty consensus and approved by the school Professional Development Council.
  - iii) Those programs for unit members who have demonstrated a need for specific assistance as a result of the normal performance evaluation; and those activities which are approved by a specific majority vote of the school Professional Development Council. The school Professional Development Council will consist of the principal, curriculum coordinator and no more than two members assigned by the Union president. By mutual agreement, the principal and Union president may select additional members.
  - iv) Those activities which are approved by a specific majority vote of the school Professional Development Council. The school Professional Development Council will consist of the principal, curriculum coordinator and no more than two members assigned by the Union president. By mutual agreement, the principal and Union president may select additional members.
- b) Representation shall be provided for all unit members covered by this Agreement on the Professional Development Council (PDC). Unit members to serve in this capacity shall be recommended by the President of the ASSOCIATION for appointment by the BOARD.
- 10) The BOARD may require physical and psychiatric tests or examinations, and may select the physician or psychiatrist as prerequisites of initial employment, with the cost of such tests to be borne by the unit member or prospective unit member. Additional agreements are:
- a) The cost of all physical and psychiatric tests or examinations taken by the unit member at the request or order of the BOARD or its designee, except those examinations or tests which are a prerequisite of initial employment, shall be borne by the BOARD.
  - b) At all times the choice from among State Licensed Physicians and Psychiatrists shall be made by the unit member from a list of at least two (2) names provided by the BOARD. No unit member shall be compelled to submit to any test or examination without a written statement of the need for such examination from the BOARD.
  - c) A unit member shall have the right to seek an additional opinion or judgment from among State Licensed Physicians or Psychiatrists of the unit member and shall be completed without undue or



unreasonable delay, but in no event later than twenty-one (21) days after the receipt of the report by the unit member of the BOARD's requested examination. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to disciplinary action against the unit member.

- d) The report(s) of the examination(s) completed pursuant to this Agreement shall be placed in the unit member's personnel file.
- 11) When school is not in session, unit members may be given access to the building by arranging such access in advance with the worksite supervisor.
- 12) Non-Instructional unit members shall not be scheduled for work activities beyond forty (40) hours per week. Unit members shall be scheduled for daily working hours as follows:

Bus Aides – 4 consecutive hours as scheduled;  
Bus operators – 4 hours minimum as scheduled;  
Clerical Personnel – 8 consecutive hours as scheduled;  
Clerks – 7 ½ consecutive hours as scheduled;  
Computer Programmer – 8 consecutive hours as scheduled;  
Custodians – 8 consecutive hours as scheduled;  
Library Clerks – 7 ½ consecutive hours as scheduled;  
Lunchroom Workers – 7 consecutive hours as scheduled;  
Maintenance Personnel – 8 consecutive hours as scheduled;  
Nurse – 7 ½ consecutive hours as scheduled;  
Paraprofessional – 7 ½ consecutive hours as scheduled;  
Transportation Personnel – 8 consecutive hours as scheduled.

(B) Employment Concerns

- 1) Employment concerns relating to working hours and overtime compensation and covered school district employees among the Non-Instructional staff shall be resolved, in all instances, pursuant to the various provisions of Title 29, United States Code, Chapter 8. (29, USC,8) The Fair Labor Standards Act, (FLSA).
- 2) Any employee who is eligible for "normal" retirement from FRS, or any other state's pension program (as defined by the Florida Retirement System) and has separated from service can apply; and, if hired, will be placed on the beginning step of the applicable salary schedule.
- 3) All unit members employed for eight (8) hours daily shall be provided with a fifteen (15) minute relief period in each four (4) hours of employment. All other unit members shall be entitled to a single fifteen (15) minute relief period.
- 4) Unit members may leave their assigned duty station upon approval of the appropriate supervisor, such approval based upon personal needs which cannot

be met at other times, and further that such approval shall be covered by compensatory time earned at the request of the immediate supervisor. A timely leave form shall be filed by the unit member.

(C) Clothing Allowance:

- 1) Should the BOARD require that food service unit members wear special clothing and footwear, the BOARD shall provide an allowance (the cost to purchase five uniform shirts and pants) per employee to purchase uniforms on a District purchase order.
- 2) Because of the unusual daily exposure by maintenance personnel and bus mechanics to destructive materials, the BOARD will provide and maintain suitable work uniforms for each such unit member.
- 3) The BOARD shall provide each bus operator and custodian with suitable uniforms for five working days at the beginning of the first year of this Agreement including one jacket. Thereafter, replacement uniforms and jackets shall be provided between school years when unusable uniform parts or jackets are turned in. Annually, the BOARD shall not expend in excess of the amount it would cost to replace five unusable uniform pants, five unusable uniform shirts, and one unusable uniform jacket times the number of employees covered by this section.
- 4) Because the unique nature of the job and the necessity of special clothing and footwear which is in keeping with hygienic appearance of the school nurse, the BOARD shall provide a clothing allowance of the cost to purchase five scrub uniform shirts, pants and one pair of shoes with the October voucher.
- 5) The BOARD shall not be required to provide uniforms to new employees until after their first 100 working days of employment.

(D) Education Support Professionals shall be provided written notice of their salary within three (3) weeks of the first day of the start of the school year for students provided there is a negotiated salary settlement. All new unit members hired after the school year for students has started shall be issued a written notice of their salary within three (3) weeks of the first day of employment.

(E) Unit members at a work site shall be provided an opportunity for input into a school's School Improvement Plan prior to the plan being submitted to the School Board. Changes in the plan may only be made by the elected school improvement committee of each school.

## **ARTICLE IX – WORK YEAR**

### **Length of Work Year**

Unit members shall be employed for either ten (10), eleven (11), or twelve (12) months with the number of contract days specified below. All unit members shall receive six (6)

paid holidays except twelve (12) month employees who shall receive seven (7) paid holidays.

**Ten(10) Months**

Bus Aides/Monitors	186 days (9 months)
Bus Operators	186 days (9 months)
Clerks	191 days
Library Clerks	191 days
Lunchroom Personnel	191 days
Paraprofessionals	191 days

**Eleven (11) Months**

Nurse	224 days
Parent Facilitator	224 days

**Twelve (12) Months**

Clerical/Computer	248 days
Custodial Personnel	248 days
Maintenance Personnel	248 days
Transportation Personnel	248 days
Migrant	248 days

## **ARTICLE X – LEAVES**

- (A) Sick Leave  
Each member of the bargaining unit is entitled to four (4) days of Sick Leave with Instructional unit members being credited as of the first day of employment and Non-Instructional unit members being credited as of the last day of the first month of employment, and then earn one (1) day of Sick Leave at the end of each calendar month of employment, provided that the unit member shall be entitled to earn no more than one (1) day of Sick Leave times the number of months of employment during the year of employment.
- (B) Sick Leave shall be accumulated from year to year and there shall be no limit on the number of days of Sick Leave a member can accrue, provided at least one-half (1/2) of this cumulative leave be established within the Madison County School District. A member returning to the system after a leave of absence or resignation shall be entitled to the accrued balance credited at the time of leave or resignation, provided the leave had not been transferred to another county or State Agency or used.
- (C) Members of the bargaining unit shall be entitled to transfer Sick Leave from other Florida School Systems and State Agencies which are participants in any Florida Retirement System.
- (D) Illness in the Line of Duty  
1) In case of disability, or Illness-in-the-line-of-duty, the unit member shall continue in full without reduction in accumulated Sick Leave if the following conditions are met:



may be granted a leave of up to one (1) year, if requested. Such member(s) may remain a member of the appropriate Retirement System by making application and paying the full local and personal contributions.

(H) Twelve Month Vacation Days

Personnel employed on a full-time basis, twelve (12) months, shall earn twelve (12) annual leave days per calendar year during the first ten (10) years of employment. One and one-fourth ( $1\frac{1}{4}$ ) days per month shall be granted to unit members with between eleven (11) and fifteen (15) years of employment. Unit members with more than fifteen (15) years of employment shall receive one and one-half ( $1\frac{1}{2}$ ) days per month.

(I) Donation of Sick Leave

Transfer of sick leave to another district employee: An employee may transfer earned sick leave to any district employee for their use in cases of injury or illness.

1. Such transfer of leave is separate from the District Sick Leave Bank.
2. In order to access such leave, an employee must provide medical documentation of the illness or injury along with a written request for leave to be transferred.
3. The receiving employee must use all of their accrued sick leave before using donated sick leave.
4. Any employee wishing to donate sick leave in this program must maintain a minimum of five (5) sick days in their own district account.
5. All unused transferred sick leave shall be returned to the employee who donated it.

(J) Bereavement Leave

Employees will be granted three (3) days bereavement leave due to the death in the immediate family. Immediate family shall be defined as father, mother, brother, sister, husband, wife, children, step-parent, step-child, grandparents, or member who is living in his/her own household. Bereavement leave is of special nature and may not be deferred or converted to any other purpose and will not be deducted from earned leave. It is not charged against any other leave account. The employee will not be paid for days not scheduled to work. A published obituary or other proof of death will be required for documentation and must be attached to the leave form.

## **ARTICLE XI – EMPLOYEE AUTHORITY AND PROTECTION**

(A)

- 1) School Related Personnel shall be permitted to refer students to the administration when they observe violations of the school rules, regulations, and the Madison County Code of Student Conduct.
- 2) The BOARD recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control of discipline. Therefore, when an employee refers a student to an administrator for disciplinary

- a) The Principal/immediate supervisor shall be notified as soon as the injury or illness occurs;
- b) The unit member shall file a written claim signed by the principal or the immediate supervisor for attachment to the payroll report for the period in which the illness or injury occurs;
- c) In case of injury, a certificate from a licensed physician may be required, and in the case of a claim relating to a contagious or infectious disease, the unit member shall file a statement from a licensed physician certifying that, beyond a reasonable doubt, the contagious or infectious disease was contracted at school during the time the unit member was engaged in school work;
- d) When the above conditions and requirements are met, the unit member will be allowed illness-in-the-line-of-duty leave, as determined by the BOARD, provided that the unit member is under contract during the time such leave and compensation;
- e) Such additional leave shall be approved subject to the certificate in (a) above being submitted to the Superintendent, for approval, prior to such leave being allowed and further that the certificate shall be dated at, or near the end of, the initial ten (10) days leave. When Illness-in-the-line-of-duty leave is denied, in part or in full, the unit member may use accumulated Sick Leave in accordance with appropriate policies.

(E) Personal Leave

Six (6) days of Personal Leave shall be allowed for each unit member. These days shall be non-cumulative and shall be charged to accrued Sick Leave. Requests for Personal Leave shall be made at least two (2) days in advance and the granting of such leave shall be deemed made upon application unless more than ten percent (10%) of the staff of any school/work site requests such leave on the same day(s) in which case the immediate supervisor shall determine those unit members who may be granted leave based on those first notifying the immediate supervisor and upon available substitutes. In the case of an emergency, leave forms will be completed as soon as possible after the unit member returns from Personal Leave. Such leave will not normally be used to extend school holidays or be used on the final instructional days of the school year, without supervisory approval.

(F) Jury Duty

Any unit member who is subpoenaed for jury duty shall apply for Temporary Duty Elsewhere Leave and attach a copy of the subpoena with the application. This section shall also apply to witness duty provided that the unit member is subpoenaed as a witness in connection with his/her official duties or in a court action in which he/she is not a party to the litigation. The unit member shall retain any compensation received.

(G) Family Leave

A unit member shall be eligible for a Family Leave of Absence. The member shall notify her immediate supervisor concerning the appropriate time to begin such leave. Accrued Sick Leave days may be used during Family Leave of Absence if the unit member so desires. Members of the bargaining unit who take Family Leave shall return to duty, after completion of the leave, to her former position, if so requested. A unit member on family leave or the parent(s) of a newly adopted child under the age of six (6)



action, administrative action will be consistent with the Student Conduct and Discipline Code.

- (B)
  - 1) All referrals on student disciplinary problems made by Bus operators shall be made on the approved disciplinary form and the bus operator will receive a copy of the form indicating actions taken by the administration.
  - 2) The school bus operator shall preserve order and good behavior on the part of all students being transported on school buses.
  - 3) The school district shall require a system of progressive discipline of transported students for actions which are prohibited by the Code of Student Conduct. Disciplinary actions, including suspension of students from riding on school district owned or contracted school buses, shall be subject to school board policies and procedures and may be imposed by the principal or principal's designee. The principal or principal's designee may delegate any disciplinary authority to school bus operators except for suspension of students from riding the bus.
  - 4) The school bus operator shall have the authority to control students during the time students are on the school bus, but shall not have such authority when students are waiting at the school bus stop or when students are enroute to or from the school bus stop except when the bus is present at the stop.
  - 5) If an emergency should develop due to the conduct of students on the bus, the bus driver may take such steps as are immediately necessary to protect the students on the bus.
  - 6) Bus operators shall not be required to operate a bus under conditions in which one or more students pose a clear and present danger to the safety of the driver or other students, or the safety of the bus while in operation. The school district shall have measures in place designed to protect the bus operator from threats or physical injury from students.
  - 7) In the case of a student having engaged in violent or blatantly unsafe actions while riding the school bus, the district shall take corrective measures to ensure, to the extent feasible, that such actions are not repeated prior to reassigning the student to the bus.
- (C)
  - 1) Any case of assault upon any unit member shall be promptly reported to the immediate supervisor and/or school principal.
  - 2) Standards for Use of Reasonable Force
    - a. The School Board will adopt standards of use of reasonable force by district school board personnel consistent with s. 1006.11, Florida ..... Statutes and State Board of Education Rules. Such standards shall be distributed to each school in the district and shall provide guidance to the



employees in receiving the limitations on liability as specified in Article XI, (C), 2.

- b. Except in the case of excessive force or cruel and unusual punishment, an employee shall not be civilly or criminally liable for any action carried out in conformity with the State Board of Education and District School Board rules regarding the control, discipline, suspension, and expulsion of students including, but not limited to, any exercise of authority under s. 1003.32 or 1006.9.
- c. Employees shall have the right to use reasonable force to protect ..... themselves and others from harm. Recognizing that every situation is different, the following are general rules of conduct for employees in the event of a fight between students:
  - i. Call or send for help
  - ii. Tell the student to stop fighting
  - iii. Remove other students from the area
  - iv. Remove any objects or furniture from around the students in conflict to prevent further injury

(D) Time lost by a unit member in connection with any incident covered by this Article shall be handled as follows:

- 1) Time for appearance before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave; and
- 2) The employee involved must be subpoenaed for the legal appearance.

(E) If a complaint or lawsuit is filed against any unit member or any employee is sued as a result of any action taken by the employee while in legitimate pursuit of his/her employment, the BOARD may, at its discretion, underwrite the cost of legal counsel and render assistance to the unit member in his/her defense.

## **ARTICLE XII – REDUCTION IN PERSONNEL**

(A) Layoffs

- 1) Prior to any action by the BOARD, the names, school and work sites of all unit members whose employment is to be terminated or non-renewed because of a Reduction in Force shall be given, in writing, to the ASSOCIATION and the unit members involved. The superintendent and the BOARD shall determine the job classifications and the number of positions affected in each classification in the school/worksites in which reductions shall be made.
- 2) Should the BOARD decide to layoff unit members, such layoffs will be based on the following criteria:

- a) Unit members employed for the first time for the current school year shall constitute the first layoff pool;
  - b) Unit members who have completed less than two (2) years of service in Madison County, who are not in the initial layoff pool, shall constitute the second layoff pool;
  - c) Should the Superintendent have to make a choice between unit members with identical district wide seniority, he/she shall consider the following criteria: employment qualifications, performance record, and the capacity to meet the employment needs of the District. Seniority shall be determined by the unbroken service from the initial date of employment beginning with the date of BOARD approval or appointment and including approved leaves.
- 3) An employee who has been transferred to a job classification with less pay as a result of reduction in force, will not have his/her pay reduced. However, once the employee's same/similar job becomes available, the employee must transfer to that position to continue the higher pay. If the employee refuses the transfer, the employee will be paid in accordance with the salary schedule for his/her current position.
- B) Recall
- 1) The BOARD and the Superintendent shall determine the areas in the school system in which Recall will be made and the number of unit members to be recalled.
  - 2) Recall will be implemented using the same criteria as Reduction In Force, except in reverse order. Recall notice shall be made by certified letter to the unit member's last known address.
  - 3) No new unit members shall be hired in a laid-off unit work area until all fully qualified laid-off unit members of that work area have been recalled or have declined or failed to accept Recall {within two (2) weeks of recall notice}. Failure to respond to the letter of Recall within the time required automatically terminates the unit member's right of Recall. Each unit member shall keep the District's personnel office advised of his/her current mailing address.

## **ARTICLE XIII – TRANSFERS, PROMOTIONS AND VACANCIES**

### **(A) Transfers**

- 1) Unit members that desire to transfer to another school or work site location shall file a written statement of such desire, one copy of which shall be filed with the Superintendent or designee, one (1) copy with the immediate supervisor, and one

(1) copy with the ASSOCIATION. Such requests shall receive immediate review for possible recommendation by the Superintendent.

- 2) Voluntary transfer of a unit member will be made on the following basis:
  - a) Needs of the school system;
  - b) Qualifications;
  - c) Mutual agreement of unit member and administration;
  - d) Contributions unit member could make to the new position;  
and,
  - e) Opportunity for skill growth by the unit member.
- 3) When an involuntary transfer of any unit member occurs, the affected unit member will be given first consideration when the same/similar position becomes available at the original work site.

Involuntary transfers may be made to provide for maintenance of the current school program within the District; however, such an involuntary transfer may not occur more than twice in five (5) consecutive years. This will not prohibit the movement of personnel if a work site closes or to achieve a racial balance in the school system.

- 4) Nothing in this Agreement shall be construed in such a way as to prohibit the BOARD from providing racial balance within different job classifications, schools, or work sites.

(B) Promotions

- 1) Unit members who desire a promotion shall file a written request with the immediate supervisor with a copy to the Superintendent or designee. The unit member shall be notified in writing concerning the disposition of such request.
- 2) Members of the bargaining unit of equal qualification to non-members, or non-employees, will be given first consideration when giving promotions.

(C) Vacancies

- 1) All vacancies or newly created positions shall be posted District-wide, at each school/work site, by the Superintendent or designee at least five (5) days for all applicants/transfers to apply prior to making a recommendation for appointment. The notices for the vacancies will be posted on the website and school site areas. Such notices will include the job description, effective date of vacancy, kind of qualifications necessary, information concerning the securing and deadline for filing the application. When a current employee requests a transfer, and both administrators agree then the employee shall be awarded the position upon the Superintendent's approval. If two or more current employees request a transfer for the same position, the receiving administrator will interview all interested employees.



- 2) Notice of positions carrying salary supplements will be posted as they become available during the school year or summer. The notices shall be posted in all school/work sites. Positions will be filed on a competitive basis. It shall not be necessary to post a supplemental position on a District-wide basis if the position can be filled from within the school site staff.
- 3) Members of the bargaining unit of equal qualifications to non-members, or non-employees, will be given first consideration when filling vacancies.
- 4) The posting of notices of vacancies which occur between July 15<sup>th</sup> and September 1<sup>st</sup> shall not require the ten (10) days' notice, as specified in (B)(1) above, prior to the recommendation for appointment.

## **ARTICLE XIV – EMPLOYEE ASSIGNMENTS**

- (A) The immediate supervisor shall have complete authority for the assignment of unit members within a school/work site within the limits of the appropriate Job Description.
- (B) Unit members shall be arranged into the following employment categories:
  - 1) Secretaries, Receptionists
  - 2) Bookkeepers, Fiscal Support Staff
  - 3) Data Processing Personnel
  - 4) Bus Aides
  - 5) General and Library Clerks
  - 6) Paraprofessionals
  - 7) Custodians
  - 8) Maintenance
  - 9) Bus Mechanics
  - 10) Bus operators
  - 11) Food Service Personnel
- (C) Within four (4) weeks after beginning initial employment, or beginning a change in job classification, each unit member will receive a copy of his/her Job Description.

## **ARTICLE XV – ASSESSMENT**

- (A) Each fiscal year, all unit members shall be given a copy of the evaluation criteria and evaluation form. This shall include an explanation and discussion of the evaluation process and the means by which the criteria will be evaluated. The evaluation will be completed by the end of the ninetieth (90<sup>th</sup>) duty day of the fiscal year or the individual unit member's initial date of employment, whichever is later.
- (B) All observations of the unit member to be used in the evaluation shall be made while the employee is on duty.

- (C) All evaluation shall be reduced to writing with the execution of the approved form. The evaluator and the unit member shall sign the evaluation form. The signature of the unit member shall indicate that the unit member has read the form but does not necessarily mean that the unit member agrees with its contents.
- (D) Any conference or hearing with a unit member regarding discharge, demotion or other change in the unit member's assignment or status shall be conducted in a manner so as not to abrogate the unit member's rights according to Florida School Laws, the rules and regulations of the state Board of Education and the provisions of this agreement.
- (E) In cases where need for improvement is cited, the written evaluation will include a description of the weakness, the specific improvements desired and a statement of how the desired improvements are to be obtained, and assistance in obtaining the desired improvements.
- (F) Evaluations may be grieved pursuant to Article V, Level Two to redress any procedural concerns by the grievant.

## **ARTICLE XVI – MANAGEMENT RIGHTS**

- (A) Nothing contained herein shall be considered to deny or restrict the BOARD of its rights, responsibilities, and authority under the General School Laws of Florida or any other laws or regulations.
- (B) Except as specifically stated by this Agreement, all rights, powers, authority the BOARD had prior to this Agreement are retained by the BOARD.

## **ARTICLE XVII – COMPENSATION**

- (A) The salary schedules for all unit members shall be set forth in the appendix of this Agreement.
- (B) Unit members shall be paid on the last day of each month.
- (C) When unit members are approved to participate in an in-service training session during their regular working hours/days, the unit member shall receive their regular compensation. All other approved in-service training will be compensated at the rate as set forth in Appendix A(3).
- (D) Any Non-Instructional unit member requested, in writing, to work beyond his/her normal work day shall receive their regular rate of pay or may elect for hour for hour compensatory time until forty (40) hours of creditable work per week has been completed. Any additional hours beyond forty (40) hours, as mentioned above, shall be either paid or receive compensatory time at the rate of time and one-half for such additional hours, in accordance with the Fair Labor Standards Act (19 USC Chapter 8)

with the option of either monetary compensation or compensatory time residing with the employee.

- (E) All unit members shall receive travel reimbursement in accordance with Law and State Board of Education Regulations. The unit member shall be reimbursed for travel in accordance with Board Policy for conferences and workshops requiring overnight stay or actual expenses for lesser periods of time. Unit members assigned Temporary Duty Elsewhere for the purpose of attending local or out of county workshops or conferences shall be paid their regular daily rate for each day of assignment.
- (F) All other matters relating to compensation shall be included in the Appendix of this Agreement.
- (G) Unit members will be provided an opportunity for direct deposit of payroll checks.
- (H) A teacher aide III who obtains the hours required for teacher aide I or II shall have their pay adjusted within 20 days upon proof of verification. Pay shall be adjusted retroactive to the date of completion of the hours. Proof of verification must be done by the end of post-planning to be eligible for retroactive pay that year. If not done by the deadline, the new pay status begins with the start of the contract year in which proof of verification is submitted.
- (I) Upon request by an employee, the BOARD will provide a Hepatitis B vaccination(s) to that employee at BOARD expense.

## **ARTICLE XVIII – INSURANCE**

- (A) Effective October 1, 2016, the board agrees to pay annually, an amount not to exceed, four thousand two hundred dollars (\$4,200.00) to the designated group health insurance providers for each member of the bargaining unit covered by this Agreement. This amount is based on employee-only coverage under \$1,000 deductible plan. For employees under the Health Savings Account (HSA), the contribution is four thousand nine hundred twenty dollars (\$4,920.00) to provide a low cost insurance option under the Affordable Health Care Act (AHCA). For those employees not selecting either of the group health options will be placed in the HIP program and will receive additional group life insurance, disability, and hospital indemnity. The Board contribution for the HIP plan is three thousand nine hundred twenty four dollars (\$3,924.00).
- (B) In order to provide for fiscal stability with regard to insurance costs, the BOARD and the ASSOCIATION hereby agree that is their intent to keep the BOARD’S contribution capped at the same amount stated in Section (A) above.
- (C) The BOARD and the ASSOCIATION agree that the local insurance committee shall have the authority to seek Request For Proposals (RFP) for the complete insurance package which includes a Major Medical Plan and a Cafeteria Plan. The Union President shall appoint thirteen members to the insurance committee which will include at least one member from each work site and one retiree under 65 years of age and one retiree 65 years or older. The Superintendent will appoint up to seven members to serve on the



same committee. This committee will make recommendations to the Negotiation Table as to which provider should be chosen to serve the Madison School District in providing a Major Medical Plan and a Cafeteria Plan.

## **ARTICLE XIX – TERMINAL PAY**

- (A) The BOARD shall provide terminal pay for accumulated Sick Leave to all unit members upon application. If termination is by death of an employee, any terminal pay to which the employee may have been entitled shall be made to his/her beneficiaries upon application. However, such terminal pay shall not exceed an amount determined as follows:
- 1) During the first three (3) years of service in Madison County, the daily rate of pay multiplied by thirty-five percent (35%) times the number of days of accumulated sick leave;
  - 2) During the next three (3) years of service in Madison County, the daily rate of pay multiplied by forty percent (40%) times the number of days of accumulated sick leave;
  - 3) During the next three (3) years of service in Madison County, the daily rate of pay multiplied by forty-five percent (45%) times the number of days of accumulated sick leave;
  - 4) During the next three (3) years of service in Madison County, the daily rate of pay multiplied by fifty percent (50%) times the number of days of accumulated sick leave.
  - 5) During and after the thirteenth (13<sup>th</sup>) year of service in Madison County, the daily rate of pay multiplied by one hundred percent (100%) times the number of days of accumulated sick leave;
    - (a) The BOARD may, at its discretion, follow these conditions when the total terminal pay exceeds five thousand dollars (\$5,000.00):
      - (i) Pay the entire amount in a single lump sum;
      - (ii) Prorate the entire amount over a period of months, not to exceed thirty-six (36) months, as established by the BOARD, or,
      - (iii) Allow the employee to select an alternative payment method based on BOARD approval.

## **ARTICLE XX – SICK LEAVE BANK**

- (A) The BOARD and the ASSOCIATION agree to the formation of a Sick Leave Bank under the following conditions:
- 1) Unit members who have been employed for more than one (1) contract year, voluntarily donate one (1) day of Sick Leave to the Sick Leave Bank;

- 2) A total of one hundred (100) days are donated by eligible employees;
  - 3) Each unit member donating a Sick Leave day shall have an accrued balance of five (5) Sick Leave days following said donation unless specifically exempted by the Sick Leave Bank Committee (SLC) from this requirement; and,
  - 4) When the number of days in the Sick Leave Bank falls below twenty-five (25) days the Sick Leave Bank shall be replenished by the donation of one (1) additional day by unit members voluntarily agreeing to continue the Sick Leave Bank.
- (B) A Sick Leave Bank Committee (SLBC) shall be established once the required number of days have been donated.
  - (C) The Sick Leave Bank Committee (SLBC) shall consist of three (3) members with one (1) member being an instructional unit member, one (1) member being a non-instructional unit member and one (1) member being a non-bargaining unit member. The President of the ASSOCIATION shall select the bargaining unit members and the Superintendent shall select the non-bargaining unit member.
  - (D) The Sick Leave Bank Committee (SLBC) shall develop operating rules for the implementation of the Sick Leave Bank which are consistent with Chapter 231.40(3), Florida Statutes and shall submit such operating rules to the BOARD and the ASSOCIATION for approval.
  - (E) When the BOARD and the ASSOCIATION approve the operating rules for the Sick Leave Bank, the SLBC may act upon an application made for use of the Sick Leave Bank days.
  - (F) It is expressly understood that non-bargaining unit members shall be eligible to participate in the Sick Leave Bank if all requirements are met.
  - (G) Unit members must apply within seventy-five (75) days after assuming employment once they become eligible for membership in the Sick Leave Bank.

## **ARTICLE XXI – MISCELLANEOUS**

- (A) In the event that any provision of this Agreement is judged to be contrary to State or Federal Statute by a court of competent jurisdiction, it shall be void until modified through negotiations, of the effective provisions, without delay. All other provisions shall remain in full force and effect for the duration of this Agreement.
- (B) This Agreement shall supersede any rules, policies, regulations or past practices of the BOARD which shall be contrary to or inconsistent with the terms of this Agreement.
- (C) Any individual contract between the BOARD and an individual member of either bargaining unit shall be made expressly subject to the terms of this Agreement.

- (D) Members of the bargaining units shall retain all rights not superseded by the terms of this Agreement.
- (E) The costs of printing copies of this Agreement, entitled *Agreement Between The School Board of Madison County, Florida, And The Madison County Education Association*, shall be equally divided between the BOARD and the ASSOCIATION. A printed copy of this Agreement will be provided to each member of the bargaining units within sixty (60) days after this Agreement is ratified. Responsibility for printing will rest with the ASSOCIATION for the contract period. The ASSOCIATION agrees to furnish the BOARD fifty (50) copies as soon as they are received from the printer.

The BOARD and the ASSOCIATION agree to keep the Agreement entitled *Agreement Between The School Board of Madison County, Florida, And The Madison County Education Association* on a floppy disc for annual updating. The cost will be equally divided.

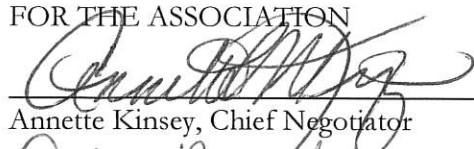
- (F) A current set of BOARD policies shall be maintained in the library of each school by the BOARD.

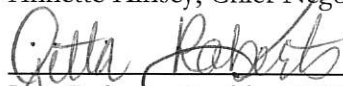


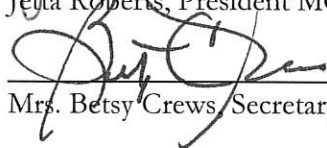
## ARTICLE XXII – TERM OF AGREEMENT

This Agreement shall be effective as of the 4<sup>th</sup> day of December 2018, and shall continue in effect through June 30, 2021. This Agreement shall not be extended orally. We, the members of the respective bargaining teams, have approved the foregoing Agreement and recommend its adoption by the parties which we represent.


FOR THE ASSOCIATION

  
Annette Kinsey, Chief Negotiator

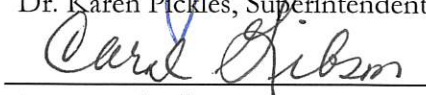
  
Jetta Roberts, President MCEA

  
Mrs. Betsy Crews, Secretary

FOR THE BOARD

  
Leonard Dietzen, Chief Negotiator

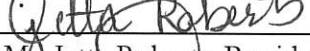
  
Dr. Karen Pickles, Superintendent

  
Mrs. Carol Gibson, Board Chairperson

## ARTICLE XXIII – RATIFICATION

This Agreement was ratified by a majority vote in favor in an election for members of the bargaining units represented by the ASSOCIATION on December 4, 2018.

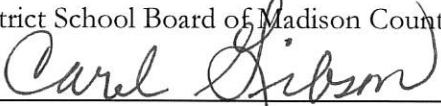
Madison County Education Association

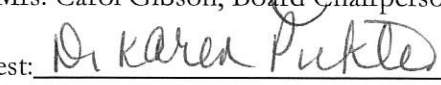
By:   
Ms. Jetta Roberts, President

Attest:   
Mrs. Betsy Crews, Secretary

This Agreement was ratified by a vote of 5 in favor and 0 against in a public hearing by the BOARD on November 20, 2018.

District School Board of Madison County, Florida

By:   
Mrs. Carol Gibson, Board Chairperson

Attest:   
Dr. Karen Pickles, Superintendent

# APPENDICES

## Appendix A-1 SRP Salary Schedule

APPENDIX A-1  
SCHOOL RELATED PERSONNEL  
SALARY SCHEDULE

Position	Step 0	1	2	3	4	5	6	7	8
Paraprof I	13,132	13,282	13,782	14,195	14,609	15,022	15,435	15,849	16,262
Paraprof II	12,580	12,730	13,230	13,627	14,024	14,421	14,818	15,215	15,612
Paraprof III	12,058	12,208	12,708	13,089	13,471	13,852	14,233	14,614	14,996
Media Technician/Clerk	14,437	14,587	15,087	15,540	15,993	16,445	16,898	17,350	17,803
Nurse	15,888	16,038	16,538	17,034	17,530	18,026	18,523	19,019	19,515
Ass't Network Manager	23,519	23,669	24,169	24,894	25,619	26,344	27,069	27,794	28,519
Clerical I	26,043	26,193	26,693	27,494	28,294	29,095	29,896	30,697	31,498
Clerical II	21,894	22,044	22,544	23,220	23,897	24,573	25,249	25,925	26,602
Clerical III/B and G Site Coord.B	19,660	19,810	20,310	20,919	21,528	22,138	22,747	23,356	23,966
Lunchroom Manager I	17,745	17,895	18,395	18,947	19,499	20,050	20,602	21,154	21,706
Lunchroom Manager II	14,379	14,529	15,029	15,480	15,931	16,382	16,833	17,284	17,735
Lunchroom Manager III	11,797	11,947	12,447	12,820	13,194	13,567	13,941	14,314	14,687
Cashier	11,275	11,425	11,925	12,282	12,640	12,998	13,356	13,713	14,071
Cook	10,840	10,990	11,490	11,834	12,179	12,524	12,868	13,213	13,558
AC/Elec/Plumbing Tech	25,318	25,468	25,968	26,747	27,526	28,305	29,084	29,863	30,642
Custodian I	16,178	16,328	16,828	17,333	17,838	18,343	18,847	19,352	19,857
Custodian II	14,640	14,790	15,290	15,749	16,208	16,667	17,125	17,584	18,043
Carpenter	21,401	21,551	22,051	22,712	23,374	24,035	24,697	25,358	26,020
Warehouse Clerk/Delivery	16,178	16,328	16,828	17,333	17,838	18,343	18,847	19,352	19,857
Plant Engineer	22,706	22,856	23,356	24,057	24,758	25,458	26,159	26,860	27,560
Bus operator/long run	9,476	9,626	10,126	10,430	10,733	11,037	11,341	11,645	11,949
Bus Monitor	5,951	6,101	6,601	6,799	6,997	7,195	7,393	7,591	7,789
Bus Driver/Reg. run	8,460	8,610	9,178	9,384	9,657	9,930	10,204	10,477	10,750
Mechanic I/Bus Inspector	22,561	22,711	23,211	23,908	24,604	25,300	25,997	26,693	27,389
Mechanic I	21,372	21,522	22,022	22,682	23,343	24,004	24,664	25,325	25,986
Mechanic II	18,789	18,939	19,439	20,023	20,606	21,189	21,772	22,355	22,938
Shop Foreman	24,012	24,162	24,662	25,402	26,142	26,881	27,621	28,361	29,101
Parent Facilitator	23,983	24,133	24,633	25,372	26,111	26,850	27,589	28,328	29,067
Receptionist/Clerk	14,437	14,587	15,087	15,540	15,993	16,445	16,898	17,350	17,803
ROTC (Non-Inst.)	23,983	24,133	24,633	25,372	26,111	26,850	27,589	28,328	29,067
Network Manager	33,035	33,185	33,685	34,696	35,706	36,717	37,727	38,738	39,749
Electric Tech	33,035	33,185	33,685	34,696	35,706	36,717	37,727	38,738	39,749
Truant Officer/Counselor*	37,590	37,740	38,240	39,388	40,535	41,682	42,829	43,977	45,124
Personal Health Care Provider	13,857	14,007	14,507	14,942	15,377	15,813	16,248	16,683	17,118
Migrant Recruiter	18,209	18,359	18,859	19,425	19,991	20,556	21,122	21,688	22,254
Child Development Associate	19,660	19,810	20,310	20,919	21,528	22,138	22,747	23,356	23,966

\*Grant funded position, title changes based on grant application requirements



SCHOOL RELATED PERSONNEL SALARY SCHEDULE (Continued)

Position	9	10	11	12	13	14	15	16
Paraprof I	16,676	17,089	17,503	17,916	18,330	18,743	19,156	19,570
Paraprof II	16,009	16,406	16,803	17,199	17,596	17,993	18,390	18,787
Paraprof III	15,377	15,758	16,139	6,521	16,902	17,283	17,664	18,046
Media Technician/Clerk	18,256	18,708	19,161	19,613	20,066	20,519	20,971	21,424
Nurse	20,011	20,507	21,003	21,499	21,996	22,492	22,988	23,484
Ass't Network Manager	29,244	29,969	30,694	31,419	32,144	32,869	33,594	34,320
Clerical I	32,298	33,099	33,900	34,701	35,502	36,302	37,103	37,904
Clerical II	27,278	27,954	28,631	29,307	29,983	30,660	31,336	32,012
Clerical III/B and G Site Coord	24,575	25,184	25,793	26,403	27,012	27,621	28,231	28,840
Lunchroom Manager I	22,258	22,810	23,361	23,913	24,465	25,017	25,569	26,121
Lunchroom Manager II	18,185	18,636	19,087	19,538	19,989	20,440	20,891	21,342
Lunchroom Manager III	15,061	15,434	15,808	16,181	16,555	16,928	17,301	17,675
Cashier	14,429	14,787	15,144	15,502	15,860	16,218	16,575	16,933
Cook	13,902	14,247	14,592	14,936	15,281	15,626	15,970	16,315
AC/Elec/Plumbing Tech	31,421	32,200	32,979	33,758	34,537	35,316	36,095	36,874
Custodian I	20,362	20,867	21,372	21,877	22,381	22,886	23,391	23,896
Custodian II	18,501	18,960	19,419	19,877	20,336	20,795	21,254	21,712
Carpenter	26,681	27,343	28,004	28,666	29,327	29,989	30,650	31,312
Warehouse Clerk/Delivery	20,362	20,867	21,372	21,877	22,381	22,886	23,391	23,896
Plant Engineer	28,261	28,962	29,662	30,363	31,064	31,765	32,465	33,166
Bus operator/long run	12,252	12,556	12,860	13,164	13,467	13,771	14,075	14,379
Bus Monitor	7,987	8,185	8,383	8,581	8,779	8,977	9,175	9,373
Bus Driver/Reg. run	11,024	11,297	11,570	11,844	12,117	12,390	12,663	12,937
Mechanic I/Bus Inspector	28,086	28,782	29,478	30,175	30,871	31,567	32,264	32,960
Mechanic I	26,646	27,307	27,967	28,628	29,289	29,949	30,610	31,271
Mechanic II	23,522	24,105	24,688	25,271	25,854	26,438	27,021	27,604
Shop Foreman	29,841	30,581	31,321	32,060	32,800	33,540	34,280	35,020
Parent Facilitator	29,806	30,545	31,284	32,023	32,762	33,501	34,240	34,979
Receptionist/Clerk	18,256	18,708	19,161	19,613	20,066	20,519	20,971	21,424
ROTC (Non-Inst.)	29,806	30,545	31,284	32,023	32,762	33,501	34,240	34,979
Network Manager	40,759	41,770	42,780	43,791	44,801	45,812	46,823	47,833
Electric Tech	40,759	41,770	42,780	43,791	44,801	45,812	46,823	47,833
Truant Officer/Counselor*	46,271	47,418	48,565	49,713	50,860	52,007	53,154	54,301
Personal Health Care Provider	17,553	17,989	18,424	18,859	19,294	19,730	20,165	20,600
Migrant Recruitment	22,820	23,385	23,951	24,517	25,083	25,648	26,214	26,780
Child Dev. Assoc.	24,575	25,184	25,793	26,403	27,012	27,621	28,231	28,840



SCHOOL RELATED PERSONNEL SALARY SCHEDULE (Continued)

Position	17	18	19	20	21	22	23	24	25
Paraprof I	19,983	20,397	20,810	21,224	21,637	22,051	22,464	22,878	23,564
Paraprof II	19,184	19,581	19,978	20,375	20,772	21,169	21,566	21,962	22,621
Paraprof III	18,427	18,808	19,189	19,571	19,952	20,333	20,714	21,095	21,728
Media Technician/Clerk	21,877	22,329	22,782	23,234	23,687	24,140	24,592	25,045	25,796
Nurse	23,980	24,476	24,972	25,468	25,965	26,461	26,957	27,453	28,277
Ass't Network Manager	35,045	35,770	36,495	37,220	37,945	38,670	39,395	40,120	41,324
Clerical I	38,705	39,505	40,306	41,107	41,908	42,709	43,509	44,310	45,639
Clerical II	32,689	33,365	34,041	34,718	35,394	36,070	36,747	37,423	38,546
Clerical III/B and G Site Coor.B	29,449	30,059	30,668	31,277	31,886	32,496	33,105	33,714	34,726
Lunchroom Manager I	26,673	27,224	27,776	28,328	28,880	29,432	29,984	30,535	31,452
Lunchroom Manager II	21,792	22,243	22,694	23,145	23,596	24,047	24,498	24,949	25,697
Lunchroom Manager III	18,048	18,422	18,795	19,168	19,542	19,915	20,289	20,662	21,282
Cashier	17,291	17,649	18,006	18,364	18,722	19,080	19,437	19,795	20,389
Cook	16,660	17,005	17,349	17,694	18,039	18,383	18,728	19,073	19,645
AC/Elec/Plumbing Tech	37,653	38,432	39,211	39,990	40,769	41,548	42,327	43,106	44,399
Custodian I	24,401	24,906	25,410	25,915	26,420	26,925	27,430	27,935	28,773
Custodian II	22,171	22,630	23,088	23,547	24,006	24,465	24,923	25,382	26,143
Carpenter	31,973	32,635	33,296	33,958	34,620	35,281	35,943	36,604	37,702
Warehouse Clerk/Delivery	24,401	24,906	25,410	25,915	26,420	26,925	27,430	27,935	28,773
Plant Engineer	33,867	34,567	35,268	35,969	36,669	37,370	38,071	38,771	39,935
Bus operator/long run	14,683	14,986	15,290	15,594	15,898	16,201	16,505	16,809	17,313
Bus Monitor	9,571	9,769	9,967	10,165	10,363	10,561	10,759	10,957	11,286
Bus Driver/Reg. run	13,210	13,483	13,757	14,030	14,303	14,577	14,850	15,123	15,577
Mechanic I/Bus Inspector	33,656	34,353	35,049	35,745	36,442	37,138	37,834	38,531	39,687
Mechanic I	31,931	32,592	33,253	33,913	34,574	35,235	35,895	36,556	37,653
Mechanic II	28,187	28,770	29,353	29,937	30,520	31,103	31,686	32,269	33,237
Shop Foreman	35,760	36,500	37,239	37,979	38,719	39,459	40,199	40,939	42,167
Parent Facilitator	35,718	36,457	37,196	37,935	38,674	39,413	40,152	40,891	42,117
Receptionist/Clerk	21,877	22,329	22,782	23,234	23,687	24,140	24,592	25,045	25,796
ROTC (Non-Inst.)	35,718	36,457	37,196	37,935	38,674	39,413	40,152	40,891	42,117
Network Manager	48,844	49,854	50,865	51,875	52,886	53,896	54,907	55,918	57,595
Electric Tech	48,844	49,854	50,865	51,875	52,886	53,896	54,907	55,918	57,595
Truant Officer/Counselor*	55,449	56,596	57,743	58,890	60,038	61,185	62,332	63,479	65,384
Personal Health Care Provider	21,035	21,470	21,906	22,341	22,776	23,211	23,646	24,082	24,804
Migrant Recruiter	27,346	27,911	28,477	29,043	29,609	30,175	30,740	31,306	32,245
Child Dev. Assoc.	29,449	30,059	30,668	31,277	31,886	32,496	33,105	33,714	34,726



SCHOOL RELATED PERSONNEL SALARY SCHEDULE (Continued)				
Position	26	27	28	29
Paraprof I	24,271	27,163	27,590	28,514
Paraprof II	23,300	26,076	26,487	27,374
Paraprof III	22,380	25,047	25,441	26,293
Media Technician/Clerk	26,570	29,737	30,205	31,217
Nurse	29,125	32,596	33,108	34,217
Ass't Network Manager	42,563	47,636	48,385	50,006
Clerical I	47,009	52,612	53,440	55,230
Clerical II	39,702	44,434	45,133	46,645
Clerical III/B and G Site Coord.	35,767	40,031	40,660	42,022
	7			
Lunchroom Manager I	32,395	36,256	36,827	38,061
Lunchroom Manager II	26,468	29,622	30,088	31,096
Lunchroom Manager III	21,920	24,533	24,919	25,754
Cashier	21,001	23,504	23,874	24,674
Cook	20,234	22,645	23,002	23,773
AC/Elec/Plumbing Tech	45,731	51,182	51,987	53,729
Custodian I	29,636	33,168	33,690	34,819
Custodian II	26,928	30,137	30,611	31,636
Carpenter	38,833	43,462	44,146	45,625
Warehouse Clerk/Delivery	29,636	33,168	33,690	34,819
Plant Engineer	41,133	46,034	46,759	48,325
Bus operator/long run	17,833	19,958	20,272	20,951
Bus Monitor	11,624	12,692	12,897	13,329
Bus Driver/Reg. run	16,044	17,957	18,239	18,850
Mechanic I/Bus Inspector	40,877	45,749	46,468	48,025
Mechanic I	38,782	43,404	44,087	45,564
Mechanic II	34,235	38,314	38,916	40,220
Shop Foreman	43,432	48,608	49,372	51,026
Parent Facilitator	43,381	48,551	49,314	50,966
Receptionist/Clerk	26,570	29,737	30,205	31,217
ROTC (Non-Inst.)	43,381	48,551	49,314	50,966
Network Manager	59,323	66,393	67,438	69,697
Electric Tech	59,323	66,393	67,438	69,697
Truant Officer/Counselor*	67,345	75,371	76,557	79,122
Personal Health Care Provider	25,548	28,593	29,042	30,015
Migrant Recruiter	33,213	37,171	37,756	39,021
Child Dev. Assoc.	35,767	40,031	40,660	42,022



- (B) Non-instructional personnel entering Madison county with no creditable work experience shall be placed on Salary level Step 0.
- (C) Non-instructional personnel entering Madison County with prior years of creditable employment experience shall be placed on the appropriate Salary Level Step pursuant to the Experience conversion Table. (See Appendix B)
- (D) In years subsequent to the initial year of employment in Madison County, each employee shall advance one (1) Salary Level Step above their prior school year placement for each credited year of employment in Madison County.
- (E) The Experience Conversion Table adopted for the 2002-2003 school year shall remain in effect until specifically changed by mutual agreement between the parties and subsequent ratification.

## APPENDIX A-2

### EDUCATIONAL SUPPORT PROFESSIONAL

### SALARY COMPUTATION BASIS

Each employee category shall have a Base Salary Computation Index. This index shall be expressed as a percentage of the Base Computational Salary. Indices for Educational Support Professional Salaries shall be as follows:

Media Technician/Clerk .....	.520
Paraprofessional I .....	.475
Paraprofessional II .....	.456
Paraprofessional III .....	.438
Nurse .....	.570
Personal Health Care Provider .....	.500
Assistant Network Manager/Secretary .....	.833
Clerical Class I (Bachelors Degree) .....	.920
Clerical Class II (AA Degree) .....	.777
Clerical Class III (High School Diploma) .....	.700
Lunchroom Manager I .....	.634
Lunchroom Manager II .....	.518
Lunchroom Manager III .....	.429
Cashier .....	.411
Cook .....	.396
AC/Electric/Plumbing Technician .....	.895
Custodian I (Head) .....	.580
Custodian II .....	.527
Carpenter .....	.760
Warehouse Clerk/Deliveryman .....	.580
Plant Engineer .....	.805
Bus Operator .....	.349
Bus Monitor .....	.2275
Mechanic I/Bus Inspector .....	.800
Mechanic II .....	.760
Shop Foremen .....	.850
Parent Facilitator .....	.849
Even Start Parent Educator .....	.650
Child Development Associate .....	.700
Receptionist/Clerk .....	.520
ROTC (Non-Inst.) Teacher .....	.849
Migrant Recruiter .....	.650
Network Manager .....	1.161
Electric Technician w/Master Electric License .....	1.161

*The Base Computational Salary is \$26,126.00*

## APPENDIX A-3

### EMPLOYMENT PRACTICES RELATING TO SALARY

#### EDUCATIONAL SUPPORT PROFESSIONAL

- (A) Substitute Bus Operator Rates: \$9.75 per hour
- 1) Hamilton County Run .....Salary Plus \$19 per day
  - 2) Leon County Run.....Salary Plus \$19.50 per day
  - 3) Field Trips.....Minimum wage as per State and/or Federal guidelines plus \$.85
- (B) Paraprofessional Salary Levels:
- 1) Paraprofessional I     A.A. Degree or higher
  - 2) Paraprofessional II     60 Semester hours of college credit
  - 3) Paraprofessional III     High School Diploma or GED
- (C) Hourly employees shall be paid on the appropriate salary schedule consistent with the number of years of credited experience in Madison County.
- (D) All substitutes, other than bus operators, shall receive Minimum wage as per State guidelines.
- (E) Food Service Managers shall be identified as follows:
- 1) Manager I - Madison County High School/Madison County Central School
  - 2) Manager II – No Positions Currently Assigned to this Line
  - 3) Manager III – All Other Schools/MCCS Assistant Manager
- (F) Non-instructional employees will receive a \$75 per day stipend for in-service activities attended during non-contract hours.



## APPENDIX A-4

### EDUCATIONAL SUPPORT PROFESSIONAL COMPENSATION GUIDELINES

#### (A) Selection of Drivers for Field Trips

- 1) Priority for selecting bus operators for a field trip shall be as follows:
  - a) Voluntary Drivers, when they are state certified, may drive buses. All volunteer bus operators shall sign a "Volunteer Form" which clearly indicates that they agree to drive a bus for a specific field trip or extra-curricular trip without compensation of any kind. A copy of said form shall be sent to the President of the ASSOCIATION no later than two (2) days after said trip shall commence. A second copy shall be forwarded to the Superintendent and a third copy shall be retained in a specific file especially for such forms;
  - b) Regularly Employed Bus operators; and
  - c) Any other licensed individual employed by the BOARD.
- 2) The selection list for eligible drivers shall be developed in the following manner:
  - a) A list of all drivers shall be developed based upon seniority;
  - b) The list shall be developed for each school community.
  - c) All drivers who shall desire to be considered for field trip assignments shall complete a card indicating such desire by the fifth (5<sup>th</sup>) workday of the school year. The Transportation Director shall give each driver the card to be used for this purpose;
  - d) A seniority list of all drivers shall be developed from the returned cards;
  - e) If a driver is appointed for a field trip and turns down the appointment, the driver shall be returned to the end of the list;
  - f) If a field trip is canceled, the driver's name is returned to the top of the list;
  - g) If no driver desires to accept the field trip appointment, the next priority shall be contacted;
  - h) Other school personnel may only be considered when no regular driver accepts the appointment; and
  - i) All drivers shall have at least twenty-four (24) hours notice of any field trip or extra-curricular trip, except in emergencies.

#### (C) Compensation for Field Trips

- 1) Compensation for extra-curricular field trips shall be:  
Regular Drivers: \$10 per hour for regular drivers that are current employees  
Sub Drivers: Shall be their hourly rate of \$9.75
- 2) The driver shall be given Temporary Duty Elsewhere Leave for the day(s) he/she is gone on the trip; however, the drivers will have two (2) hours of driving time subtracted from the trip compensation for each half day missed from their regular route. If there are not enough hours of driving time, the remaining hours shall be subtracted from Supervisory time; however, in no case, shall more hours be given per diem and expenses as prescribed by the State.
- 3) A form shall be filled out by the driver and signed by the teacher/administrator that chaperoned the trip. The form shall contain the time the driver arrived at the point of departure, the time the bus

departed, and the time the driver was able to leave the bus at the completion of the trip and a log of supervisory and driving time. The driver will keep one (1) copy of the form, the supervisor of the trip will keep one (1) copy and the Transportation Director will receive one (1) copy from the driver.

- 4) The driver shall be paid by the BOARD.
- 5) The assignment of duties on the field trip shall be as follows:
  - a) Teachers and/or administrators shall determine the scope of the trip, i.e., destination, departure time, return time, and any subsidiary activities.
  - b) General student supervision and assurance of the cleanliness of the bus throughout the trip to make sure the bus returns in the same condition as when it departed are a shared responsibility of the bus operator and the other school employees. In addition, assistance from the driver(s) in supervision of the students may be requested. Normally, the bus operator shall be responsible for having the bus cleaned following said trip.
  - c) Bus operators shall be in charge of the bus at all times while it is in motion, shall oversee the conduct of the students and bus cleanliness, shall determine if the vehicle is safe and/or secure and that the bus has sufficient fuel.

## APPENDIX B

EXPERIENCE CONVERSION TABLE

<b>Credited Years of Job Related Experience</b>	<b>Salary Step Placement</b>
0 or 1	0
2 or 3	1
4 or 5	2
6 or 7	3
8 or 9	4
10 or 11	5
12 or 13	6
14 or 15	7
16	8
17	9
18	10
19	11
20	12
21	13
22	14
23	15
24	16
25	17
26+	18



APPENDIX C  
GRIEVANCE FORM

Name: \_\_\_\_\_

Worksite: \_\_\_\_\_

Assignment: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_  
Street City Zip

Grievance filed under provisions of Article: \_\_\_\_\_

Date of Alleged Violation: \_\_\_\_\_

Relates to Article(s): \_\_\_\_\_

Section(s): \_\_\_\_\_

Statement of

Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional pages if necessary)

Relief

Sought: \_\_\_\_\_

\_\_\_\_\_

(Attach additional pages if necessary)

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

Signature of Grievant: \_\_\_\_\_

1 copy to immediate Supervisor

1 copy to Association

1 copy to Grievant

1 copy to Superintendent

## **APPENDIX D**

### EDUCATIONAL SUPPORT PROFESSIONAL EVALUATION FORM

## APPENDIX E-1

### Sick Leave Bank Application All Personnel

EMPLOYEE'S NAME: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

To be eligible for membership, the answer to the following questions must be YES.

Do you have at least five (5) days remaining in your Sick Leave Account? ☐ Yes ☐ No

Have you been employed by the Madison County School Board for at least one year?  
☐ Yes ☐ No

Are you employed Full Time by the School Board? ☐ Yes ☐ No

*I hereby apply for membership in the Madison County School Board Sick Leave Bank Program. I certify that I have received a written copy of the rules and procedures for the sick leave bank and that I understand those rules and procedures. I further understand that one (1) day will be subtracted from my accumulated sick leave at this time.*

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Turn this form in to the Payroll Specialist



## APPENDIX E-2

### Application to Withdraw Sick Leave Days

EMPLOYEE'S NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

1. Specify number of days requested: \_\_\_\_\_
2. Is this illness or injury covered by disability insurance or worker's compensation?  
☐ Yes      ☐ No
3. Attach physician's verification of unsuitability to perform assigned duties.

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

#### **SICK LEAVE BANK COMMITTEE ACTION**

Days Granted: \_\_\_\_\_

Doctor Verification Received: \_\_\_\_\_

Medical Statement: \_\_\_\_\_

Eligibility Status:    Eligible \_\_\_\_\_    Ineligible \_\_\_\_\_

If ineligible, state reason: \_\_\_\_\_

#### **SIGNATURES OF COMMITTEE MEMBERS**

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

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

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

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

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

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