
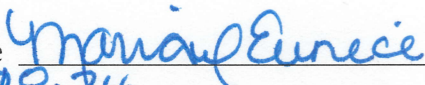


Signature 
Date 3-18-24

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Date 3-18-24

ARTICLE VIII ASSOCIATION RIGHTS

Section 4. Dues Deduction

The Association will have the right to dues deduction and to uniform membership assessments in the following manner:

1. Any employee eligible for membership in the Association may request dues deduction for Association dues in equal installments according to the pay frequency selected by the employee beginning in the month following the date of authorization;
2. Association dues deduction and discontinuances will be made on forms provided by the Association. The Association will confer with appropriate agents of the Board in devising the format of the forms;
3. Association dues deduction may be canceled upon written request to the Association by any ESP previously authorizing them. Cancellation will take place within thirty calendar days of the written request for cancellation;
4. The Board will remit to the Association each month, in a timely manner, the proceeds of payroll deduction for Association assessments;
5. Complete dues revisions will be processed by the Board no more than one time in any fiscal year. If more than one dues revision is processed in any fiscal year, the Association agrees to reimburse the Board for all costs incurred; and
6. The Association will hold the Board harmless in any matter involving Association dues deduction or assessments.

 6/3/24

Cherilyn Curries 6/3/24

Board Counter Proposal - CCL

June 3, 2024

ACEA Counter Proposal	May 22, 2024
Board Counter Proposal - CCL	May 22, 2024
ACEA Counter Proposal	May 9, 2024
Board Counter Proposal - CCL	April 29, 2024
ACEA Counter Proposal	April 22, 2024
Board Counter Proposal - CCL	April 15, 2024
ACEA Counter Proposal	March 25, 2024
ACEA Proposal	March 18, 2024
Board Proposal	March 18, 2024

ARTICLE X. EMPLOYEE WORKING CONDITIONS

Section 4. Student Interaction


- A. ESPs shall not normally be required to transport students. At times, the health or safety of a student may require that an ESP provide transportation for a student. In that event, the Board shall reimburse the ESP for mileage. When approval for transportation of students in privately owned vehicles is granted, Sections 1006.22, F.S. and 1006.24 F.S. shall apply.
- B. If, in the opinion of an ESP, a student is disrupting regular activities, they may report the action to the teacher responsible for the student. In the event there is no teacher responsible for the student at the time the incident occurs or the ESP is unable to identify the teacher responsible, the ESP may submit a written report or a report online of the incident to the worksite supervisor using the form which is appropriate for this purpose. The worksite supervisor will take appropriate action. Upon request, the worksite supervisor will discuss with the ESP the action taken.
- C. Under ordinary circumstances, only properly trained ESPs will be asked to perform medical procedures or to dispense medication to any student. The Board will assume legal responsibilities when an ESP is asked to perform medical procedures or dispense medication to any student unless the ESP acts in a willful, wanton, malicious, or grossly negligent manner.
 - 1. Nonmedical school district personnel shall not perform invasive medical services which require special medical knowledge, nursing judgment and nursing assessment. The procedures include, but are not limited to:
 - a. Sterile catheterization.
 - b. Nasogastric tube feeding.

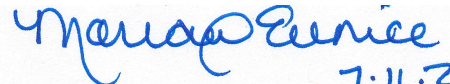
- c. Cleaning and maintaining a tracheostomy and deep suctioning of a tracheostomy.
 2. Nonmedical personnel shall be allowed to perform health-related services upon successful completion of child-specific training by a registered nurse, a licensed practical nurse, a physician licensed pursuant to chapter 458 or chapter 459, or a physician assistant certified pursuant to chapter 458 or 459. All procedures shall be monitored periodically by a nurse. These procedures include, but are not limited to:
 - a. Cleaning intermittent catheterization.
 - b. Gastrostomy tube feeding.
 - c. Monitoring blood glucose.
 - d. Administering emergency injectable medication.
 3. For all other medical services not listed in paragraph (1) or paragraph (2), a registered nurse, a licensed practical nurse, a physician licensed pursuant to chapter 458 or chapter 459, or a physician assistant certified pursuant to chapter 458 or 459 shall determine if nonmedical school district personnel shall be allowed to perform such services.
 4. Under ordinary circumstances, ESPs shall not be asked to toilet or diaper a student unless properly trained or certified to carry out necessary procedures. The parties recognize that variations may occur in dealing with disabled children, but reasonable efforts shall be made to relieve nonmedical personnel of these duties. Reasonable efforts shall also be made to relieve an employee of diapering or toileting a student of a gender different than that of the employee if the student has started to develop secondary sexual characteristics. The parties recognize, however, that gender staffing in certain programs and centers may preclude such relief.
 5. The ESP shall have the necessary safety materials, garments, and materials necessary for completion of any required procedure.
- D. Any case of assault and/or battery upon an ESP in connection with an exercise of legitimate ESP authority will be reported to the Worksite Supervisor who will investigate and report the incident to a representative of the Board. A representative of the Board will notify the Association and confer with the ESP to advise them of their rights and responsibilities with regard to the matter. Criminal charges will normally be filed in such

cases. A representative of the Board will offer to assist the ESP in pressing such charges as are appropriate. A student who deliberately and knowingly strikes an ESP will be suspended from school and shall be recommended for expulsion.

Nothing contained in this section shall prohibit an ESP from contacting the proper legal authorities and filing charges against the person or persons who assaulted and/or battered the ESP. No punitive actions shall be taken by any administrator against any ESP who exercises their legal rights under this section.

- E. The safety of staff and students is of paramount importance. Therefore, when an ESP receives a personal threat of bodily harm coupled with an apparent, present ability to cause the harm, the ESP may take appropriate action in defense of their person.
- F. ESPs who are assigned to work with students with severe behaviors will receive appropriate training as soon as possible.

 TA 7/11/24

 7.11.24

ESP ACEA TA of Board CCL	July 11, 2024
Board Counter Proposal-CCL	June 27, 2024
ESP ACEA Counter Proposal	June 24, 2024
Board Counter Proposal -CCL	June 3, 2024
ESP ACEA Counter Proposal	May 22, 2024
Board Counter Proposal-CCL	May 22, 2024
ACEA Counter Proposal	April 29, 2024
Board Counter Proposal-CCL	April 22, 2024
ESP ACEA Counter	April 15, 2024
Board Counter Proposal-CCL	April 8, 2024
ESP ACEA Counter	March 25, 2024
Board Counter CCL	March 18, 2024
ESP ACEA Proposal	March 4, 2024

New Section

ARTICLE X.

Section 9.

 9/30/24

Marion Preece 9/30/24

Board TA ACEA Counter Proposal

September 30, 2024

ACEA Counter Proposal	July 29, 2024
Board Counter Proposal	July 29, 2024
ACEA Counter Proposal	July 11, 2024
Board Counter Proposal	June 27, 2024
ACEA Counter Proposal	June 24, 2024
Board Counter Proposal	June 3, 2024
ACEA Counter Proposal	May 22, 2024
Board Counter Proposal	May 22, 2024
ACEA Counter Proposal - CCL	May 9, 2024
Board Counter Proposal	May 9, 2024
ACEA Counter Proposal - CCL	April 29, 2024
Board Counter Proposal	April 29, 2024
ACEA Counter Proposal	April 22, 2024
Board Proposal	February 26, 2024

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 1. Bus Drivers

A. Workweek: Each driver shall have the option of being guaranteed a minimum of thirty-five (35) hours per week. If a 35-hour guarantee driver has a bus route which is less than 35 hours, they will be assigned other duties such as moving buses, washing buses, cleaning bus windshield, etc., during the week. Drivers will have the option of making up the additional time in one day, over the course of the week, etc. Beginning each school year, drivers and attendants will be paid the same hours they were assigned at the end of the previous school year. Once the driver's/attendant's route sheet is updated for the new school year, the driver/attendant will meet with their Route Coordinator to review the new route sheet and sign off that the route sheet is correct. Each driver will receive a copy of their signed, contracted route sheet within 5 days. Drivers/attendants will retain the hours on the new route sheet for the remainder of the year. Assigned hours may increase, but not decrease. If the driver's/attendant's routes lose time during the year, the driver will be assigned other related duties to make up the additional time.

As an incentive to encourage retiring or retired bus drivers/attendants to continue working or return to the Transportation Department, an option to work a three point nine (3.9) or four (4) hour shift for either a.m. or p.m. route will be made available to them. The Transportation Department will make the determination based on the needs of the Department at the time of declaration.

A bus must be returned to its home compound after a.m. and p.m. runs unless the driver has prior written permission from ~~their coordinator~~ the Director or their designee to park the bus at another compound.

Beginning with 2020-2021 school year, each driver will be paid forty-five (45) minutes per day (included in the driver's regular daily schedule for related duties). The related pre/post duties shall include:

1. Sweeping, inside cleaning, and securing windows of the bus;
2. Daily a.m. and p.m. pre-trip inspection of the bus;
3. Keeping an up-to-date route sheet on the bus at all times;
4. Keeping an up-to-date seating chart on the bus at all times;
5. Fueling the bus.

In addition, bus drivers will be paid at their regular hourly or overtime rate over thirty-five (35) hours for actual time for:

1. All scheduled conferences/meetings with principals/students/parents and/or transportation department supervisors;
2. Bus breakdowns that occur during a driver's/attendant's route away from the compound;
3. Bus accidents;
4. Random drug/alcohol test (15 minutes or time from the scheduled appointment until test is completed);
5. Extra runs beyond their scheduled work time;
6. Actual time of all required training workshops;
7. Other assigned/required duties, as required, with prior approval of the worksite supervisor;
8. Filling out local and state reports;

9. Bus drivers will be paid one-half hour at their regular or overtime rate of pay for filling out a route sheet each semester, when awarded a different route, or when the coordinator requires a new route sheet;
10. Bus drivers will be paid two hour(s) for the completion of each of the two required student surveys per year. Drivers will be provided with a current, updated list of students riding the bus prior to survey week which includes all of the information necessary to complete the survey;
11. Drivers from outlying areas attending any mandatory meetings, inservice, vehicle service, etc. will be paid travel time. This will be calculated at two minutes per mile. Mileage will be calculated from the last drop-off to the main compound and from the main compound back to the last drop-off; or to the driver's assigned compound. Drivers shall fill out an extra pay sheet for any extra time relating to the bus service;
12. Should a conflict arise between a bus driver and an attendant, the driver and attendant shall meet with the Director of Transportation/Fleet Services or their designee Route Coordinator or designee in an effort to resolve the conflict. A bus driver who has been removed from the route through the progressive discipline process shall be guaranteed a minimum of seven (7) hours a day.

Once a driver has been removed from the route in accordance with the progressive discipline procedure, the driver will not be permitted to bid or work on that route except on a short-term basis as deemed necessary by the Director of Transportation/Fleet Services or their designee.

- B. Annual Physical: Annual physical, as required by State Board Rules, will be provided by the Board. Drivers shall have the physical at the medical care facility contracted by the Board. Bus drivers will have the responsibility of scheduling their physical prior to the expiration date of their medical card and will return the paperwork to the Transportation Office.
- C. Work Year: The regular work year for bus drivers will be 186 days per year plus sixteen (16) hours per year for mandatory inservice training. These sixteen (16) hours may be held during preplanning and during another workday when no students are present at school. Drivers shall be informed

of the dates for both inservice training days prior to the end of each school year.

D. New Buses:

1. New school buses will be assigned by the worksite supervisor considering the needs of the Board and students. Such consideration will include seniority, length of route, fuel, bus age, mileage, and condition of old bus. ~~Bus drivers will be eligible, by seniority, every ten (10) years for a new bus.~~
2. New ESE school buses will be assigned by the worksite supervisor considering the needs of the Board and students. Such consideration will include seniority, length of route, fuel, bus age, bus size, mileage, and condition of old bus.
3. Bus drivers will have the option of keeping their current bus when bidding on a new route, if the bus meets the requirements for the new route.

E. Extracurricular Field Trip:

1. Field trip assignments will be selected based on seniority. There will be a list of drivers volunteering for field trips less than five (5) hours in duration and a list of drivers volunteering for field trips five (5) hours or more in duration. New drivers are only eligible to join the short list during their probationary period. Drivers shall have twenty-four (24) hours after verified notice of a field trip to accept or decline the trip, as long as there are at least 48 hours prior to the trip.
 - a. Current employees, not in the Transportation Department, who are trained, licensed and on the random drug list will be eligible to drive trips at the discretion of the requesting principal. Buses must be fueled and cleaned when returned to the compound. Non-Transportation employees, driving a bus, shall be under the same rules as regular bus drivers (i.e., telephone use, cleaning, fueling, video, etc.).
 - b. ESE drivers and regular drivers shall be permitted to sign up for the regular and/or ESE buses for field trips. If an ESE driver or regular driver must use a regular bus

or an ESE bus for the field trip, the driver must check with the office to coordinate which bus to use. Drivers who take a route bus on a field trip or for any other reason will return the bus cleaned and fueled.

- c. Drivers who are assigned a non-air conditioned bus shall be permitted to drive an air conditioned bus, if available, on out-of-county field trips. Drivers must check with the office to coordinate which bus to use. It is the responsibility of the bus driver to clean and fuel the bus at the conclusion of the field trip.
 - d. Bus drivers shall be paid from either their compound or the driver's last bus stop to the location of the field trip.
2. Drivers who fail to report for a trip without adequate notice will receive a verbal warning. The second time a driver fails to report for a trip without adequate notice will be removed from the list for one (1) year. "Adequate notice" in this instance means notifying transportation prior to the driver's morning run if the trip is mid-day and notifying transportation prior to the driver's afternoon run if the trip is scheduled after school.
 3. A bus driver who is assigned to drive their regular a.m. and p.m. routes and a scheduled extracurricular field trip to transport a party to a designated site and return their bus to storage shall be charged for one (1) trip and placed on the appropriate step of trip rotation.
 4. The same bus driver who is scheduled to retrieve a party from a scheduled trip and return the party to the original destination point and return their bus to storage shall be charged for two (2) trips and placed on the appropriate step of trip rotation.
 5. Paperwork must be submitted for payment within the current payroll period.
 6. Substitute drivers assigned a non-air conditioned bus may use an air conditioned bus, if available, when they are assigned an out-of-county field trip. Substitute drivers must check with the office for assignment of the air conditioned bus. When a substitute driver uses a different bus, they are responsible for cleaning and fueling the bus.

When the trip involves an overnight stay or requires meals away from home, the employer shall pay meals, lodging, parking and tolls in accordance with Board procedures. Forms for payment regarding per diem shall be attached to the field trip sheet.

Drivers shall receive a minimum of two-hours pay at either the regular or overtime rate of pay if not notified that a scheduled trip is canceled. For a.m. trips, notification shall be before a.m. routes begin and for p.m. trips, before p.m. routes begin. Drivers shall receive a minimum of four hours pay at either the regular or overtime rate of pay if not notified that a scheduled weekend trip is canceled. For weekend trips, notification shall be not later than 8:00 p.m. the evening before the scheduled trip.

F. Summer School Assignments:

1. Summer school assignments will be awarded to eligible drivers based on seniority. A driver and/or bus attendant will not be eligible for summer school employment if:
 - (a) The driver/bus attendant received an unsatisfactory evaluation in attendance for the current school year;
 - or
 - (b) The driver/bus attendant failed to work the full summer school contracted period the previous summer.
2. Drivers/bus attendants shall be notified two weeks prior to the closing of the current school year of tentative summer employment.
3. Drivers/bus attendants shall be paid a minimum of four (4) hours per day. As extra work becomes available during the summer, bus drivers and attendants assigned to drive summer school shall be chosen for the extra work based on seniority.
4. Bus drivers shall have the option of cleaning/ washing/ waxing their own bus during the summer. Drivers must inform administration of their decision by April 1 of each year.

G. Health and Safety:

1. Bus drivers are required to comply with all safety

requirements governing radio and telephone use and are prohibited from using personal wireless communication devices while transporting students. Transporting students, in this section, means while the driver and students are in route on a moving bus, or when students are loading or unloading the bus.

Disciplinary procedures for using personal wireless communication devices while transporting students will be as follows:

- a. First offense: Three-Day Suspension Without Pay
 - b. Second offense: Termination
2. The Board shall provide each bus driver and bus attendant with basic first aid training. Reasonable efforts will be made to provide each bus driver and bus attendant the name of any student with a chronic medical problem, the nature of the problem, and instructions to handle any medical emergency involving the student which may jeopardize the safety of others on the bus.
 3. No bus driver or bus attendant will be required nor expected to disarm any student when to do so may jeopardize their safety or that of their passengers.

H. Student Discipline:

1. Bus rules and regulations will be printed by the Board and posted in each bus.
2. The bus driver will inform each student of the bus rules and bus stop rules and the penalty associated with the violation of the rules.
3. Upon receipt of written notification of violations of bus rules and regulations by a student, the school administrator will take appropriate action.
4. When a bus driver or attendant writes a student discipline referral, the bus driver will be notified of the action taken.

Notification will normally occur within 24 hours after the driver has turned in the referral.

I. New Bus Drivers:

New drivers shall have an experienced bus driver assigned to ride with them during their first week(s) to demonstrate driving on various routes and each type of bus before they are released to drive on their own.

J. Bus Attendants:

1. The duties and responsibilities of the bus attendant are as listed in the Driver's Handbook.
2. Workday: Each bus attendant shall have the option of being guaranteed a minimum of thirty (30) hours per week. Each attendant will receive a copy of their signed, contracted route sheet within 5 days.
3. If an attendant has weekly assigned bus duties which are less than their guaranteed hours, they will be assigned other duties.
4. Work Year: The regular work year for bus attendants will be 186 days per year plus sixteen (16) hours per year for inservice training. These sixteen (16) hours may be held during preplanning and during another workday when no students are present at school. Bus attendants shall be informed of the dates for both inservice training days prior to the end of each school year.
5. Bus Attendants shall be returned to their home compound after a.m. and p.m. runs and shall be paid from departure until the time they should have returned to the compound.
6. Bus Attendants who are required to accompany the school bus on a mid-day run or field trip shall be paid in the same manner as the bus driver.
7. All bus attendant openings will be posted with the work location noted as the bus compound. All openings will be assigned based on the individual's Driver/Attendant Rating Score.

8. Bus attendants shall be allowed to bid on summer work based on the individual's Driver/ Attendant Rating Score.
9. Should a conflict arise between a bus driver and an attendant, the driver and attendant shall meet with the Route Coordinator or designee in an effort to resolve the conflict. An attendant who has been removed from a route through the progressive discipline procedure shall be guaranteed (6) hours per day. Once an attendant has been removed from a route in accordance with the progressive discipline procedure, the attendant will not be permitted to bid or work on that route except on a short-term basis as deemed necessary by the Director of Transportation.
10. Field Trips
 - a. Bus Attendants will be eligible to sign up for evening and weekend field trips. Bus Attendant volunteers may sign up for trips and will be chosen for the trips by Driver/ Attendant Rating Score.
 - b. Bus Attendants will be under the same contract language as drivers (Article XI, Section 1, E. Extracurricular Field Trip) regarding field trips.

K. Open Routes:

Open routes will be open for bid on October 1 through May 1 of each year. Open routes will be assigned as follows:

1. All open routes will be posted by compound;
2. All open routes will be assigned based on seniority of the bidding driver. The following will cause a driver to not be allowed to bid on the next open bid; receiving a verbal reprimand and a written reprimand in the current school year due to excessive unexcused ~~absences~~absences.
3. No driver or aide can bid for a route if they are on leave (personal or worker's compensation). They must be working at the time the bid is open.

4. New drivers will be able to bid on routes during any bidding process. Routes will be awarded based on seniority.


L. Dismissal Time:

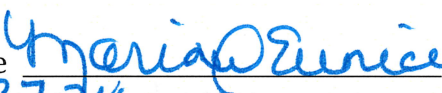
The bus driver will be required to accept students 5 minutes prior to the first p.m. school dismissal time. Drivers will be paid for these 5 minutes as reflected on the route sheet.

M. Activity Routes/Extra Runs/Work Runs (Athletics, CBI Century 21, Etc.):

1. Activity Routes within each area shall be assigned based on seniority as long as the total assignments of drivers do not exceed eight (8) hours or create avoidable overtime situations. Prior to asking for volunteers, substitute drivers shall have first option to drive the activity run on the route they are assigned for that day.
2. In May of each year, drivers will be asked if they wish to continue their extra runs for the next school year. Drivers, who wish to keep their run, will keep the extra duty. When drivers wish to give up the extra runs, the open runs will be posted prior to the beginning of the school year for bid.
3. Extra runs shall be kept separate from school routes. If a route with an extra run becomes vacant during the school year:
 - a. the route and activity run will be bid separately, unless the driver of the extra run requests to keep it with a newly acquired route as long as the route and extra run do not exceed forty (40) hours per week.
 - b. drivers may relinquish an extra run at any time during the school year and those open runs will be bid. Drivers who relinquish a run may not bid on another extra run until the following semester.

- N. Transportation Department supervisors or principals requesting a meeting with a driver shall authorize extra pay on the appropriate form(s). This does not include normal delivery of referral forms to the office. See Appendix G.
- O. A bus driver has the option to bring their bus in for its scheduled bus service and is informed that their service has been canceled will be paid their regular rate of pay for two minutes per mile plus actual time at the garage. Mileage will be calculated from the last drop-off to the main compound and from the main compound back to the last drop-off.
- P. The concerns committee will evaluate an attendance and evaluation incentive program.
- Q. Prior to a bus driver being removed from a school on the recommendation of a principal, Step 1 and 2 of the Progressive Discipline process in Article XIII, Section 5 of this agreement shall be followed. In this section only, Step 3 of the Progressive Discipline process shall result in the driver being permanently removed from the school. A driver who has been removed shall be guaranteed a minimum of their current guaranteed hours a week in accordance with Article XI, Section 1.A. The principal and the Director of Transportation, or designee, will participate throughout the entire process.
- R. All extra pay sheets for Activity Runs, Work Runs, Field Trips, etc., must be turned in to payroll no later than Monday after the work was performed. Paperwork received after this cutoff will be paid on the following payday. Effective 2020-2021, bus drivers and bus attendants will be required to record their time electronically via Skyward TrueTime.
- S. Bus Drivers will have the option of requesting a secured trash can and a secured cup holder for their bus installed by the bus garage as long as it meets the State of Florida School Bus Safety Inspection Guidelines. Bus Drivers will be responsible for removing all trash daily.
- T. The district will seek input from the association to create the Transportation Services Operations Handbook and the Safe Driver Plan.
- U. Any changes to the Transportation payroll calendar will be emailed to the Transportation email list within two (2) business days of when a new calendar is updated to the school board website.

Signature 
Date 3-27-24

Signature 
Date 3-27-24

ARTICLE XI EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 2. Food & Nutrition Service Employees

- A. Work Year: The work year for Food and Nutrition Services employees shall be no less than 183 days per year.
- B. Breaks:
1. Employees who are assigned to be present at the worksite for at least 4 hours, of which three (3) hours are continuous time, are entitled to one 15-minute paid rest break and one 30-minute uninterrupted unpaid meal break.
 2. Employees who are assigned to be present at the worksite for more than 4 but less than 7 hours, of which three hours are continuous time, are entitled to one 15-minute paid rest break and one 30-minute uninterrupted unpaid meal break.
 3. Employees who are assigned to be present at the worksite for seven hours or more, of which three hours are continuous time, are entitled to two 15-minute paid rest breaks and one 30-minute uninterrupted unpaid meal break.
- No paid rest shall be added to an employee's uninterrupted unpaid meal. Food and Nutrition Services workers' unpaid meal break will normally be scheduled so as to provide thirty (30) continuous minutes. Upon written agreement by the worksite supervisor and the employee, breaks and lunches may be scheduled at other than regularly scheduled times.
- C. Job Assignments: Job assignments at the current worksite shall be awarded based on demonstrated ability. Demonstrated ability being equal, seniority will be the determining factor in awarding job assignments. As time and schedules permit, opportunities will be provided during the work year for Food and Nutrition Services employees to learn each task.
- D. Special Assignments: The time to prepare meals and other foods that are to be used beyond the normal Child Nutrition programs, outside the regularly

scheduled workday, will be compensated at regular, special or overtime rate of pay as appropriate.

E. Uniform Dress

Food and Nutrition Services personnel, in conformance with industry standards, may be required to wear prescribed professional dress while on duty. Uniform Dress guidelines shall be developed and maintained by a committee comprised of at least three bargaining unit members designated by the Association and an equal number representing Food and Nutrition Services Management designated by the Director of Food and Nutrition Services.

F. Dress Allowance

A professional uniform dress allowance of \$186.40 per school year will be paid to Food and Nutrition Services personnel. This allowance will be divided into two (2) payments of \$93.20. This is a maintenance allowance only. Repeated failure to wear the prescribed dress is grounds for forfeit of said allowance.

If a person has not been employed for the full five month period, covered by a single payment, a prorated allowance will be paid. The employee must have been an active full-time Food and Nutrition Services worker for a minimum of three (3) work weeks to be eligible for all or part of this allowance.

G. Certification

Food and Nutrition Services employees who are certified at any time during the current school year under the School Nutrition Association Certification Program will be paid an annual lump sum supplement at the close of the regular school year. Once a Food and Nutrition Services employee is certified, they must earn one-third (1/3) of the points required for the specific certification level held (five (5) points Level I, ten (10) points Level II, fifteen (15) points Level III) each year in order to receive a \$200.00 certification supplement. At each level, one local Association meeting must be included as part of the minimum total requirement per year.

The salary supplement of \$200.00 will be prorated on an equitable basis to the period of certification. If disagreement arises over the proration which cannot be resolved and the ESP requests a review, a tripartite review panel consisting of one person each chosen by the parties and a third person

receiving similar supplement(s) chosen by the representatives of the parties, will review the matter and determine an equitable resolution for proration which will be binding on the parties.

H. Training

1. All Food and Nutrition Services personnel will be required to hold a certificate reflecting satisfactory completion of the Food and Nutrition Foundations of School Food Service course within six months of employment. If this class is not completed within the first six (6) months of employment, it could result in disciplinary action up to and including termination. All staff will be required to complete SafeStaff Always Food Safe training and certification within 18 months. If this class is not completed within 18 months, it could result in disciplinary action up to and including termination.
2. There will be a career ladder program for Food and Nutrition Services personnel. This training program will be organized and implemented by the Central Food Service Administration District Food and Nutrition Services office. A committee of two members appointed by the Association and two members appointed by the Board will meet whenever necessary to revise program guidelines and procedures.
3. Each year, a half day paid training meeting will be mandatory for all employees. Employees shall receive no less than ninety (90) days advance notice of the date of the training.
4. The USDA has established minimum professional standards for all school nutrition professionals who are employed in the National School Lunch and School Breakfast Program.

The Food and Nutrition Services (FNS) Department will provide training to meet the yearly USDA requirements. This training is mandatory for all FNS employees.

5. Food and Nutrition Services employees shall form a Concerns Committee. The three (3) to five (5) members of the Committee will be composed of and chosen by Association members in the Food and Nutrition Department. The Committee shall meet with the Director on matters of concern

quarterly, or as needed. The Committee will follow the procedures as outlined in Article VIII, Sections 6-8.



6/3/24

Maria P. ... 6/3/24

Board TA ACEA Counter Proposal - CCL

June 3, 2024

ACEA Counter Proposal - CCL	May 22, 2024
Board Counter Proposal	May 22, 2024
ACEA Counter Proposal	May 9, 2024
Board Counter Proposal	April 29, 2024
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ACEA Counter Proposal	April 8, 2024
Board Counter Proposal	March 25, 2024
ACEA Proposal	March 18, 2024

ARTICLE XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 6. Custodians

- A. All custodial personnel shall have an assigned cleaning area at the school/ worksite. A schedule outlining the responsibilities in the assigned area will be drafted by the head custodian and provided to the worksite supervisor for review. The worksite supervisor may make modifications to this schedule, and the final schedule will be shared with the assigned custodian. Such modifications will be discussed with the head custodian. The assigned responsibilities and workloads for custodial staff will be reviewed periodically by the head custodian and site supervisor.
- B. When circumstances require a deviation from a custodian's regular schedule, upon approval of the worksite supervisor that schedule shall be modified by the head custodian or their designee to accommodate the loss of time from the regular schedule.
- C. When such modification reduces the routine cleaning of a classroom or other spaces, the worksite supervisor or their designee may notify the users of such spaces.
- D. When non-routine tasks are assigned that would normally be completed by personnel other than custodial, the custodian shall not be negatively evaluated for the time spent on such tasks.
- E. When a custodian is absent, the worksite supervisor may request a substitute custodian.
- F. Office: As facilities permit, each head custodian will be provided a work location. Each head custodian will have access to a telephone to conduct Board business.

- G. Keys: The head custodian at each worksite shall be provided a master key to the worksite and all buildings at that site. Keys to the worksite supervisor's office may be excluded from this provision. Keys will be distributed by the worksite supervisor as appropriate. Unauthorized duplication of keys may lead to disciplinary action.
- H. Training:
1. Instruction in the use of any new and/or unfamiliar tools or equipment will be provided to a custodian in the performance of their duties.
 2. All new custodial employees shall receive a basic Custodial training course within three (3) months of their initial employment.
 3. All custodial employees shall be provided training once a year that includes instruction on new techniques, new products, new equipment and a review of basic custodial duties. Custodians shall be surveyed each year regarding what type of training they need.
 4. Head Custodians shall receive training on supervising custodians, scheduling and other issues of importance regarding a head custodian's duties to ensure custodial programs are met.
 5. All custodial employees will attend mandatory in-service trainings as scheduled by the district's Custodial Coordinator when these in-service trainings occur during custodial employees' regular hours.
- I. Material Transport: No custodian will be required to transport any materials or substances in their automobile which pose a safety hazard.
- J. The head custodian agrees to work cooperatively with the worksite supervisor on all custodial assignments and responsibilities.
- K. The head custodian's evaluation will be based on their effectiveness in carrying out their assigned responsibilities.
- L. Head custodians may request an updated supply list from the appropriate personnel at the worksite, as needed.

M. All principals shall be provided a copy of the Alachua County Custodial Handbook.

Signature _____
Date 3-27-24

Signature Maureen Eunice
Date 3-27-24

Article XI. EDUCATION SUPPORT PROFESSIONALS SPECIAL AREA SECTION

Section 7. Facilities

- A. Continuing education/technical training enhancement classes will be offered to all facility employees as they become available. Some classes will require prerequisite knowledge and/or training.
- B. When employees are assigned to Board trucks and are required to work on lifts, high ladders, or other dangerous areas, a helper or another employee will be assigned to work with them.
Employee input will be considered when determining if a helper or other employee is needed to work with them.

Employees shall have the necessary safety equipment and materials to perform the tasks assigned. Such equipment and materials include, but are not limited to, rubber boots, gloves, hats or hard hats, safety glasses, safety belts, back restraint, insecticides, and sun block protection.
- C. Notice of ESP vacancies, including work location, will be posted in each staging area of the worksite. Posting of said notices will be the responsibility of a representative of the Association.
- D. The Association will be permitted to place seven (7) bulletin boards in the facility department in areas and locations approved by the Director of Maintenance. The bulletin boards can be up to fifteen (15) square feet and be approved by the Director of Facilities. The Association shall be responsible for the maintenance of the bulletin boards.
- E. Uniforms: Uniform dress guidelines, which will include decisions on the style of uniform, working with Purchasing to review vendors, etc., shall be developed and maintained by a Committee comprised of at least four (4) bargaining unit members chosen by the Association and four (4) members chosen by the Director of Facilities. The Committee shall meet annually or as needed.
- F. In order to meet OSHA Safety Standards in the workplace, employees must wear required safety equipment at all times. On an annual basis, required protected footwear shall be provided by the Board at no cost to the

employee. All other required safety equipment will be provided by the Board at no cost to the employee on an as needed basis.

- G. When an employee visits a site new to them, they will be provided with a walk-thru of areas that pertain to their job at their request.

Signature _____

Date 4-15-24

Signature _____

Date 4-15-24

Merina Eunice

ARTICLE XIV. LEAVES

Section 3. Sick/Personal Leave

- A. Sick leave may be used for personal illness of the employee or for death or serious illness in the employee's immediate family. Immediate family as used here will include: the spouse, child or stepchild of the employee; the parents, grandparents, or grandchildren of the employee or their spouse; the spouse of any child or stepchild of the employee; the brother or sister of the employee or their spouse; the aunt or uncle of the employee or their spouse; and any other person who is, or has been dependent upon the employee or upon whom the employee has been dependent. Personal leave days will be granted for the death or serious illness of other close relatives.
- B. When an employee uses Sick leave for less than a full day, the employee will only be charged for the actual leave time taken.
- C. An employee may use up to six (6) days of sick leave as personal leave with pay. The employee will make a good faith effort to notify their supervisor or their designee at least forty-eight (48) hours prior to taking such leave. The forty-eight (48) hour notice will only apply to personal leave absences, not standard sick days. Such leave will not be used to extend a school holiday or weekends except in unusual situations or with a two weeks' notice. Employees will not take personal leave, except in unusual situations, during the first and last week of the student school year or during state assessments.
- D. The total unused portion of the annual sick leave allowance will be permitted to accumulate.
- E. A district employee may authorize transfer to their spouse, child, parent or sibling who is also a district employee, of accrued sick leave, providing that the transfer relates to an illness or injury of the person to whom the leave is transferred. The person receiving the transfer may not use the donated sick leave until they have exhausted all of their accrued leave. Donations may be in amounts of five (5) or more days, or the remainder of the employee's sick leave balance if less than five (5) days, and shall not be covered by terminal leave pay-outs.

Manuel E. E. 6/27/24

TA  6/27/24
June 27, 2024


Board Counter Proposal

ACEA Counter Proposal	June 24, 2024
Board Counter Proposal	June 3, 2024
ACEA Counter Proposal	May 22, 2024
Board Counter Proposal	May 9, 2024
ACEA Counter Proposal	April 29, 2024
Board Counter Proposal	April 8, 2024
ACEA Counter Proposal	March 25, 2024
Board Counter Proposal	March 4, 2024
ACEA Proposal	February 26, 2024

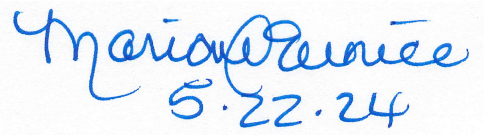
ARTICLE XIV. LEAVES

Section 4. ~~Maternity~~Parental/Child Rearing

- A. An employee may continue to work during their pregnancy, provided they are able to perform their normal work duties.
- B. As may be required for other medical conditions, the Superintendent or their designee may require a physician's statement indicating the medical cause which necessitates the use of sick leave.
- C. Upon exhaustion of accumulated sick leave and/or upon application, the employee will be granted personal leave without pay for the recommended recovery time or, if desired by the employee, the remainder of the school year in which the child is born or adopted.
- D. Personal leave without pay for child-rearing purposes may be granted for the remainder of the year and/or the year following the birth or adoption of a child. Such leave shall not normally be taken by both parents at the same time. However, when both parents are employed by the district, one parent may share accumulated sick leave with the other parent before either parent has to take unpaid leave.

 5/22/24
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5.22.24

ACEA TA Board CCL
Board Counter Proposal-CCL
ESP ACEA Counter
Board Counter Proposal CCL
ESP ACEA Proposal

May 22, 2024
April 15, 2024
April 8, 2024
March 4, 2024
February 26, 2024

ARTICLE XIV. LEAVES

Section 13. Bereavement Leave

In the event of the death of a member of the ESP's immediate family (spouse, child, mother, father, brother, sister, guardian, stepparent, stepchild, grandparent, grandchild, daughter-in-law, son-in-law, parent-in-law, or any relative residing within the employee's household), and upon request of the ESP, an employee may be granted three (3) days unpaid leave, if the employee has no accrued leave available to attend the funeral and/or to facilitate funeral preparations.

Signature _____

Date 4-8-24

Signature _____

Date 4-8-24

ARTICLE XV. TRANSFERS/VACANCIES/RESIGNATIONS

Section 3. Vacancy, Notice

Notice of ESP vacancies, including work location, which occur during the year will be posted exclusively for all internal school board employees on the Alachua County Public Schools' internet web site for no less than five (5) calendar days or at least four (4) working days. ~~After the five (5) calendar days or at least four (4) two (2) working day internal posting,~~ The vacancy may be posted for external applicants for an additional ~~four (4) three (3) calendar days or at least three (3) two (2) working days~~ period prior to the position being filled on a permanent basis, except during pre-planning days and the first two (2) weeks of school. ~~The position would only need to be posted five (5) calendar days before being filled on a permanent basis.~~ The Board will post a list of all ESP vacancies on the ACPS web site. At the request of an employee(s) at a specific worksite, vacancies including job openings and location, will be printed and posted weekly. Employees may apply for transfer to be effective during the current year. ~~Reasons for the transfer application will be given upon request.~~ Reasonable efforts will be made to honor such requests.

Reorganization of existing staff to fill district level supervisory or administrative positions and filling vacancies for the Superintendent's immediate staff (those reporting directly to the Superintendent) are exempt from posting requirements.

Ymeria Perna 6/27/24

TA  6/27/24
June 27, 2024

Board TA ACEA Counter Proposal


ACEA Counter Proposal	June 24, 2024
Board Counter Proposal - CCL	June 3, 2024
ACEA Counter Proposal	May 22, 2024
Board Counter Proposal - CCL	May 9, 2024
ACEA Counter Proposal	April 29, 2024
Board Counter Proposal - CCL	April 8, 2024
ACEA Counter Proposal	March 25, 2024
Board Counter Proposal - CCL	March 4, 2024
ACEA Proposal	February 26, 2024

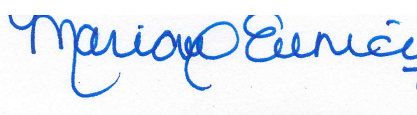
ARTICLE XIX. COMPENSATION

Section 5. Sick Leave

Accrued sick leave is paid on the last day of the month following the month in which the employee retires. Terminal pay for accumulated sick leave will be granted to an employee at retirement or to their beneficiary if service is terminated by death. Sick leave accrual is unlimited. Terminal sick leave is paid on the schedule below at retirement or death:

- First three years - 35%
- Next three years - 40%
- Next three years - 45%
- During and after tenth year - 50%
- During and after thirteenth year - 100%

 TA 7/11/24

 7.11.24

ESP ACEA TA of Board CCL
Board Counter Proposal-CCL
ESP ACEA Proposal

New Section

July 11, 2024
April 8, 2025
March 25, 2024

ARTICLE XIX. COMPENSATION

Section 17: